City Council Agenda

OCTOBER 22, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

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Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
Forrest White **William DeHart, Jr.**
Vice Mayor

City Manager
Roy W. Wasden
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

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

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

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

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item.

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Presentation*: Tuolumne River Regional Park Project by Pitman High School HYLC members Vicente Rosales, Felipe Laiton, and Enrique Diaz

3. A. SPECIAL BRIEFINGS

1. COMMISSION BRIEFINGS

- Arts Commission

B. STAFF UPDATES

1. Public Safety Facility 7th Annual Open House *(Jackson)*

2. Sports Facilities, Activities, and Promotion *(Van Guilder)*

3. Economic Development Department (*Pitt*)

C. PUBLIC PARTICIPATION

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, before or during the City Council's consideration of the item, that is within the subject matter jurisdiction of the City Council. 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.

No action or discussion may be undertaken on any item not appearing on the posted agenda, except that Council may refer the matter to staff or request it be placed on a future agenda.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. 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 Demands of 9/26/13 in the amount of $685,767.98; Demands of 10/3/13 in the amount of $1,162,808.58

B. *Motion*: Accepting Minutes of Regular Meeting of October 8, 2013

C. *Resolution*: Readopting a Fee Deferral Program for the CFF, NWTSP and WISP Impact Fees for an additional twenty-four (24) months

D. *Motion*: Approving a Lien Agreement for Deferred Payment of City of Turlock Development Impact Fees between the City of Turlock and Lydia Mitchell and Leong Tegner, LLC (Owner of 2901 N. Tegner Road, Turlock CA 95382)

E. 1. *Motion*: Making the determination that City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 (Minor Alterations of Land) of the CEQA Guidelines
2. *Motion*: Awarding bid and approving an agreement in the amount of $330,000 (Fund 426-40-415.51270) with EFS West, Valencia, California, for City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project"

F. 1. *Motion*: Making the determination that City Project No. 13-54, "Chamber of Commerce HVAC Improvements," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"
2. *Motion*: Awarding bid, bid alternate, and approving an agreement in the amount of $5,482 (Fund 301) with Champion Industrial Contractors, Inc., of Modesto, California, for City Project No. 13-54, "Chamber of Commerce HVAC Improvements"

3. *Resolution*: Appropriating $5,115 to account number 301-50-520.51301 "City Facilities Repair" to be funded via a transfer of General Fund monies from Fund 110 "General Fund" for City Project No. 13-54, "Chamber of Commerce HVAC Improvements," to complete the necessary funding required for the project

G. *Motion*: Accepting notification of Contract Change Order No. 2 in the amount of $30,204.84 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to $13,339,929.84

H. *Motion*: Approving the purchase of two (2) 2014 Ford 1/2 ton super cab 2-WD pickup trucks from Patchetts Motors, Inc., of Turlock, California, for Development Services Department Building & Safety Division, in an amount not to exceed $50,903

I. *Resolution*: Approving and supporting the request of the County of Stanislaus to expand the Stanislaus Enterprise Zone (Expansion #8)

J. *Resolution*: Approving an amendment to the 2010-14 Consolidated Plan, authorizing the submission of a substantial amendment to HUD, which amends the former adopted strategy by incorporating the HUD required recapture and resale provision language

K. 1. *Motion*: Authorizing the purchase of four (4) partially funded 2014 Ford Fusion plug-in hybrid vehicles with grant funding reimbursement of $20,000 per vehicle, of the approximate $41,321 total per vehicle cost

2. *Resolution*: Appropriating $193,011.92 to account number 506-000-000-213.51020 "Vehicle Replacement–Police" for the purchase of scooters and vehicles, with grant funding of $98,861.92 from the San Joaquin Valley Air Pollution Control District and a transfer of $94,150 from Fund 112 "General Fund Reserve for Capital Purchases"

L. *Motion*: Approving an agreement between Tuolumne County and the City of Turlock pertaining to assistance under the Law Enforcement Mutual Aid Plan, and authorizing the City Manager to execute any and all necessary documents relative to the agreement, to receive reimbursement for the City of Turlock related to emergencies including, but not limited to the Rim Fire

M. *Resolution*: Authorizing the hiring of one (1) Fire/Neighborhood Code Compliance Technician for the Turlock Fire Department to fill a current vacancy in the Neighborhood Services Unit through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed

N. *Resolution*: Authorizing approval to enter into contracts to maintain Basic Life and Accidental Death & Dismemberment Insurance (Life/AD&D) and Long Term Disability (LTD) coverage for Fiscal Year 2013-14

O. 1. *Resolution*: Rescinding Resolution No. 2013-016 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Associated Police Officers (TAPO) covering the period December 1, 2013 through November 30, 2014

2. *Resolution*: Rescinding Resolution No. 2013-017 and adopting a Memorandum of Understanding between the City of Turlock and Turlock City Employees Association (TCEA) covering the period November 1, 2013 through October 31, 2014

3. *Resolution*: Rescinding Resolution No. 2013-018 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Management Association – Public Safety (TMAPS) covering the period November 1, 2013 through October 31, 2014

4. *Resolution*: Rescinding Resolution No. 2013-019 and adopting a Schedule of Benefits for Confidential Employees of the City of Turlock covering the period November 1, 2013 through October 31, 2014

5. *Resolution*: Rescinding Resolution No. 2013-020 and adopting a Schedule of Benefits for Management Employees of the City of Turlock covering the period November 1, 2013 through October 31, 2014
6. *Motion*: Adopting a Side Letter Agreement amending the Schedule of Benefits for Management Employees of the City of Turlock dated November 1, 2013 through October 31, 2014
7. *Resolution*: Rescinding Resolution No. 2013-021 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434 covering the period November 1, 2013 through October 31, 2014
8. *Motion*: Adopting a Side Letter Agreement amending the Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434 dated November 1, 2013 through October 31, 2014

P. *Motion*: Rejecting Claim for Damages filed by Turlock City Tow Service Inc.

6. FINAL READINGS: None

7. PUBLIC HEARINGS:

A. Request to repeal Turlock Municipal Code Title 8, Chapter 11, regarding Capital Facilities Fees, and adopting a new Title 8, Chapter 11. *(Whitmore)*

Recommended Action:
Ordinance: Repealing Turlock Municipal Code Title 8, Chapter 11, regarding Capital Facilities Fees, and adopting a new Title 8, Chapter 11

B. Request to amend Turlock Municipal Code Title 6, Chapter 4, Article 14, Section 01 regarding Director Responsible for Enforcement and adopt the Industrial Pretreatment Program Enforcement Response Plan. *(Cooke)*

Recommended Action:
Ordinance: Amending Turlock Municipal Code Title 6, Chapter 4, Article 14, Section 01, regarding Director Responsible for Enforcement

Resolution: Adopting the Industrial Pretreatment Program Enforcement Response Plan

C. Request to add Turlock Municipal Code Title 5, Chapter 25, prohibiting Automated Secondhand Dealer Kiosk (ASDK) machines, or any similar devices or machines, which buy back personal electronic devices. *(Reid)*

Recommended Action:
Ordinance: Adding Turlock Municipal Code Title 5, Chapter 25, prohibiting Automated Secondhand Dealer Kiosk (ASDK) machines, or any similar devices or machines, which buy back personal electronic devices

8. SCHEDULED MATTERS:

A. Request to accept the staff report on StanCOG's Proposed Regional Housing Needs Allocation (RHNA) Methodology. *(Whitmore)*

***Recommended Action*:**
Motion: Accepting the staff report on StanCOG's Proposed Regional Housing Needs Allocation (RHNA) Methodology

B. Request to direct the City Manager to write a letter to the Stanislaus County Board of Supervisors requesting that a stakeholder group is convened to consider groundwater pumping regulations in Stanislaus County and for the Stanislaus County Board of Supervisors to consider a moratorium on new agricultural production wells while such regulations are being developed. (*Cooke)*

***Recommended Action*:**
Motion: Directing the City Manager to write a letter to the Stanislaus County Board of Supervisors requesting that a stakeholder group is convened to consider groundwater pumping regulations in Stanislaus County and for the Stanislaus County Board of Supervisors to consider a moratorium on new agricultural production wells while such regulations are being developed

C. Request to authorize the recruitment and hiring of one (1) Fire Fighter for the Turlock Fire Department to fill a current vacancy and maintain line level staffing at forty-two (42) positions supported by the General Fund, with additional recruitments and hiring as necessary through the end of Fiscal Year 2013-14. *(Lohman)*

***Recommended Action*:**
Resolution: Authorizing the recruitment and hiring of one (1) Fire Fighter for the Turlock Fire Department to fill a current vacancy and maintain line level staffing at forty-two (42) positions supported by the General Fund, with additional recruitments and hiring as necessary through the end of Fiscal Year 2013-14

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. CLOSED SESSION: None

12. ADJOURNMENT

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 9/26/13 IN THE AMOUNT OF $685,767.98; DEMANDS OF 10/3/13 IN THE AMOUNT OF $1,162,808.58	**RESOLUTION NO. 2013-**

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:
9/26/13	$685,767.98
10/3/13	$1,162,808.58

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

City of Turlock

Payment Register

From Payment Date: 9/20/2013 - To Payment Date: 9/26/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
94928	09/20/2013	Open			Accounts Payable	AFLAC GROUP INSURANCE	$3,020.50		
	Paying Fund			Cash Amount		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,020.50			
94929	09/20/2013	Open			Accounts Payable	AT&T / CALNET 2	$322.99		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$119.44			
	205 - Sports Facilities			205.11000 (Cash)		$16.49			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$90.31			
	420 - WATER			420.11000 (Cash)		$29.95			
	426 - Transit - BLAST			426.11000 (Cash)		$66.80			
94930	09/20/2013	Open			Accounts Payable	CHARTER COMMUNICATIONS	$399.00		
	Paying Fund			Cash Amount		Amount			
	501 - Information Technology			501.11000 (Cash)		$399.00			
94931	09/20/2013	Open			Accounts Payable	COMBINED BENEFITS ADMIN=	$73,956.32		
	Paying Fund			Cash Amount		Amount			
	511 - Health Insurance			511.11000 (Cash)		$73,956.32			
94932	09/20/2013	Open			Accounts Payable	ECMC	$479.01		
	Paying Fund			Cash Amount		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$481.01			
	110 - General Fund			110.11000 (Cash)		($2.00)			
94933	09/20/2013	Open			Accounts Payable	FARIA, JAMIE	$624.00		
	Paying Fund			Cash Amount		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$625.50			
	110 - General Fund			110.11000 (Cash)		($1.50)			
94934	09/20/2013	Open			Accounts Payable	GOMES & SONS INC, JOE M	$19,815.61		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$10,534.72			
	205 - Sports Facilities			205.11000 (Cash)		$296.79			
	217 - Streets - Gas Tax			217.11000 (Cash)		$1,050.57			
	246 - Landscape Assessment			246.11000 (Cash)		$1,592.56			
	255 - CDBG			255.11000 (Cash)		$82.06			
	405 - Building			405.11000 (Cash)		$110.11			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$3,086.37			

5A-

Payment Register

From Payment Date: 9/20/2013 - To Payment Date: 9/26/2013

	420 - WATER	420.11000 (Cash)		$491.68	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$1,771.87	
	426 - Transit - BLAST	426.11000 (Cash)		$549.34	
	502 - Engineering	502.11000 (Cash)		$249.54	
94935	09/20/2013 Open	Accounts Payable	NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION		$125.00
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$126.00	
	110 - General Fund	110.11000 (Cash)		($1.00)	
94936	09/20/2013 Open	Accounts Payable	STANISLAUS CTY SHERIFF		$311.75
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$313.75	
	110 - General Fund	110.11000 (Cash)		($2.00)	
94937	09/20/2013 Open	Accounts Payable	SUPPORT PAYMENT CLEARING		$439.13
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$440.13	
	110 - General Fund	110.11000 (Cash)		($1.00)	
94938	09/20/2013 Open	Accounts Payable	T I D		$18,043.17
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$3,237.13	
	216 - Streets - Local Transportation	216.11000 (Cash)		$5.93	
	305 - Capital Facility Fees	305.11000 (Cash)		$14,768.27	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$31.84	
94939	09/20/2013 Open	Accounts Payable	US BANK-VISA		$75,070.97
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$23,968.31	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$940.10	
	205 - Sports Facilities	205.11000 (Cash)		$2,472.56	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$601.20	
	216 - Streets - Local Transportation	216.11000 (Cash)		$841.63	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,398.75	
	225 - Transportation Tax	225.11000 (Cash)		$365.93	
	246 - Landscape Assessment	246.11000 (Cash)		$2,203.21	
	255 - CDBG	255.11000 (Cash)		$628.15	
	266 - Police Services Grants	266.11000 (Cash)		$231.49	
	270 - Recreation Grants	270.11000 (Cash)		$1,651.93	
	305 - Capital Facility Fees	305.11000 (Cash)		$17,134.62	
	405 - Building	405.11000 (Cash)		$601.13	

Payment Register

From Payment Date: 9/20/2013 - To Payment Date: 9/26/2013

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$11,893.60	
	415 - Sewer Bond Projects	415.11000 (Cash)			$83.50	
	420 - WATER	420.11000 (Cash)			$2,008.47	
	425 - Transit - Dial A Ride	425.11000 (Cash)			$247.23	
	426 - Transit - BLAST	426.11000 (Cash)			$101.24	
	501 - Information Technology	501.11000 (Cash)			$7,167.83	
	502 - Engineering	502.11000 (Cash)			$397.98	
	505 - Fleet	505.11000 (Cash)			$72.97	
	602 - Downtown Improvement Project	602.11000 (Cash)			$59.14	
94940	09/24/2013 Open		Utility Management Refund	BEEKMAN, WILLIAM		$163.11
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$163.11	
94941	09/24/2013 Open		Utility Management Refund	FICHER, JOEL		$100.92
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$100.92	
94942	09/24/2013 Open		Utility Management Refund	SHEPPHARD, CASSIE		$49.49
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$49.49	
94943	09/26/2013 Open		Accounts Payable	ABS DIRECT INC		$5,000.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$5,000.00	
94944	09/26/2013 Open		Accounts Payable	ACCOUNTEMPS INC		$349.80
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$174.90	
	420 - WATER	420.11000 (Cash)			$174.90	
94945	09/26/2013 Open		Accounts Payable	AT&T / CALNET 2		$424.26
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$424.26	
94946	09/26/2013 Open		Accounts Payable	AT&T MOBILITY		$844.92
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$844.92	
94947	09/26/2013 Open		Accounts Payable	BANK OF AGRICULTURE & COMMERCE		$6,874.50
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$6,874.50	
94948	09/26/2013 Open		Accounts Payable	CA-NV SECTION AWWA		$80.00

City of Turlock

Payment Register

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	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$80.00
94949	09/26/2013 Open		Accounts Payable	CALIF DEPT OF TRANS	$342.08
	Paying Fund	Cash Amount			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$342.08
94950	09/26/2013 Open		Accounts Payable	CAROLLO ENGINEERS	$131,915.58
	Paying Fund	Cash Amount			Amount
	415 - Sewer Bond Projects	415.11000 (Cash)			$108,002.60
	420 - WATER	420.11000 (Cash)			$23,912.98
94951	09/26/2013 Open		Accounts Payable	CEN CAL FIRE SYSTEMS INC	$4,618.80
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$4,618.80
94952	09/26/2013 Open		Accounts Payable	CHARTER COMMUNICATIONS	$299.98
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$92.48
	420 - WATER	420.11000 (Cash)			$42.50
	501 - Information Technology	501.11000 (Cash)			$165.00
94953	09/26/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$65,394.17
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$65,394.17
94954	09/26/2013 Open		Accounts Payable	CONDOR EARTH TECH INC	$1,845.85
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,845.85
94955	09/26/2013 Open		Accounts Payable	COUNTY BANK VISA	$64.44
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			($132.58)
	405 - Building	405.11000 (Cash)			$263.30
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			($16.57)
	420 - WATER	420.11000 (Cash)			($16.57)
	501 - Information Technology	501.11000 (Cash)			($33.14)
94956	09/26/2013 Open		Accounts Payable	D C VIENT INC	$4,315.05
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$4,315.05
94957	09/26/2013 Open		Accounts Payable	DIEDE CONSTRUCTION INC	$61,870.50
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$61,870.50
94958	09/26/2013 Open		Accounts Payable	DOWNEY BRAND ATTORNEYS	$2,316.70

Payment Register

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	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$2,316.70
94959	09/26/2013 Open		Accounts Payable	DULEY'S LANDSCAPING INC	$7,989.02
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$7,989.02
94960	09/26/2013 Open		Accounts Payable	FASTENAL COMPANY INC	$791.86
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$791.86
94961	09/26/2013 Open		Accounts Payable	FEDERAL EXPRESS	$563.46
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$478.10
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$63.77
	420 - WATER	420.11000 (Cash)			$21.59
94962	09/26/2013 Open		Accounts Payable	GOMES & SONS INC, JOE M	$989.61
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$989.61
94963	09/26/2013 Open		Accounts Payable	GRAINGER INC, W W	$3,337.10
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$62.65
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,274.45
94964	09/26/2013 Open		Accounts Payable	HD SUPPLY WATERWORKS LTD	$744.44
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$317.49
	420 - WATER	420.11000 (Cash)			$426.95
94965	09/26/2013 Open		Accounts Payable	HOTSY PACIFIC	$4,996.71
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,070.35
	205 - Sports Facilities	205.11000 (Cash)			$713.52
	217 - Streets - Gas Tax	217.11000 (Cash)			$356.76
	246 - Landscape Assessment	246.11000 (Cash)			$356.76
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,070.28
	420 - WATER	420.11000 (Cash)			$357.26
	425 - Transit - Dial A Ride	425.11000 (Cash)			$357.26
	426 - Transit - BLAST	426.11000 (Cash)			$357.26
	502 - Engineering	502.11000 (Cash)			$357.26
94966	09/26/2013 Open		Accounts Payable	ITRON INC	$2,073.93
	Paying Fund	Cash Amount			Amount

Payment Register

From Payment Date: 9/20/2013 - To Payment Date: 9/26/2013

	420 - WATER	420.11000 (Cash)			$2,073.93
94967	09/26/2013 Open		Accounts Payable	JCS PROPERTIES LLC	$1,265.55
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$1,265.55
94968	09/26/2013 Open		Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	$5,128.50
	Paying Fund	Cash Amount			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$410.00
	415 - Sewer Bond Projects	415.11000 (Cash)			$4,718.50
94969	09/26/2013 Open		Accounts Payable	KONE INC	$9,848.01
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$9,848.01
94970	09/26/2013 Open		Accounts Payable	MAGIC SANDS MOBILE HOME	$252.54
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$252.54
94971	09/26/2013 Open		Accounts Payable	MARK III CONSTRUCTION INC	$16,199.70
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$16,199.70
94972	09/26/2013 Open		Accounts Payable	MID CAL PIPELINE/UTIL INC	$10,015.61
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,306.71
	420 - WATER	420.11000 (Cash)			$5,708.90
94973	09/26/2013 Open		Accounts Payable	MULBERRY MOBILE PARK	$156.98
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$156.98
94974	09/26/2013 Open		Accounts Payable	NAPA AUTO PARTS	$150.61
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$6.06
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$113.77
	425 - Transit - Dial A Ride	425.11000 (Cash)			$30.78
94975	09/26/2013 Open		Accounts Payable	NEXT LEVEL PARTS INC	$4,598.91
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$985.07
	205 - Sports Facilities	205.11000 (Cash)			$656.72
	217 - Streets - Gas Tax	217.11000 (Cash)			$328.36
	246 - Landscape Assessment	246.11000 (Cash)			$328.36
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$985.08

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	420 - WATER	420.11000 (Cash)			$328.83	
	425 - Transit - Dial A Ride	425.11000 (Cash)			$328.83	
	426 - Transit - BLAST	426.11000 (Cash)			$328.83	
	502 - Engineering	502.11000 (Cash)			$328.83	
94976	09/26/2013 Open		Accounts Payable	P G & E		$6,335.19
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$198.66	
	505 - Fleet	505.11000 (Cash)			$6,136.53	
94977	09/26/2013 Open		Accounts Payable	P H & S PRODUCTS LLC		$1,237.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,237.00	
94978	09/26/2013 Open		Accounts Payable	PACE SUPPLY CORPORATION		$2,539.89
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$780.28	
	420 - WATER	420.11000 (Cash)			$1,759.61	
94979	09/26/2013 Open		Accounts Payable	PACIFIC STORAGE COMPANY		$11.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$11.00	
94980	09/26/2013 Open		Accounts Payable	PAUL'S PAINT COMPANY		$438.98
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$438.98	
94981	09/26/2013 Open		Accounts Payable	R & B COMPANY		$681.49
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$681.49	
94982	09/26/2013 Open		Accounts Payable	RMC WATER AND ENVIRONMENT		$16,640.75
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$16,640.75	
94983	09/26/2013 Open		Accounts Payable	ROBERTSON - BRYAN INC		$6,924.39
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$6,924.39	
94984	09/26/2013 Open		Accounts Payable	ROMEO MEDICAL CLINIC		$3,035.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$2,239.00	
	205 - Sports Facilities	205.11000 (Cash)			$47.00	
	246 - Landscape Assessment	246.11000 (Cash)			$344.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$115.00	
	420 - WATER	420.11000 (Cash)			$290.00	

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94985	09/26/2013	Open	Accounts Payable	SECURE DELIVERY	$123.00

Paying Fund	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	$123.00

94986	09/26/2013	Open	Accounts Payable	SIERRA CHEMICAL CO	$6,251.68

Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$6,251.68

94987	09/26/2013	Open	Accounts Payable	STEWART TITLE OF CA INC	$2,254.00

Paying Fund	Cash Amount	Amount
426 - Transit - BLAST	426.11000 (Cash)	$2,254.00

94988	09/26/2013	Open	Accounts Payable	T I D	$39,736.16

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$7,889.40
205 - Sports Facilities	205.11000 (Cash)	$3,415.56
216 - Streets - Local Transportation	216.11000 (Cash)	$3,613.29
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,316.10
420 - WATER	420.11000 (Cash)	$23,302.59
426 - Transit - BLAST	426.11000 (Cash)	$199.22

94989	09/26/2013	Open	Accounts Payable	TELEDYNE ISCO INC	$3,895.81

Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$3,895.81

94990	09/26/2013	Open	Accounts Payable	THERMO KING MODESTO INC	$190.15

Paying Fund	Cash Amount	Amount
426 - Transit - BLAST	426.11000 (Cash)	$190.15

94991	09/26/2013	Open	Accounts Payable	TIRE DIST SYSTEM INC	$3,475.66

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$584.64
246 - Landscape Assessment	246.11000 (Cash)	$543.66
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,299.58
426 - Transit - BLAST	426.11000 (Cash)	$47.78

94992	09/26/2013	Open	Accounts Payable	TRANSIT HOLDINGS INC - NEW FLYER	$641.04

Paying Fund	Cash Amount	Amount
426 - Transit - BLAST	426.11000 (Cash)	$641.04

94993	09/26/2013	Open	Accounts Payable	UNITED RESOURCE SYSTEMS INC	$217.32

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	$63.15
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$85.43

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	420 - WATER	420.11000 (Cash)			$68.74
94994	09/26/2013 Open		Accounts Payable	UNIVAR USA INC	$5,090.95
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$5,090.95
94995	09/26/2013 Open		Accounts Payable	VALLEY BALANCING & AUTO	$332.09
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$332.09
94996	09/26/2013 Open		Accounts Payable	WALKER ASSOC INC, LARRY	$4,900.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,900.00
94997	09/26/2013 Open		Accounts Payable	WECO INDUSTRIES INC	$100.25
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$100.25
94998	09/26/2013 Open		Accounts Payable	WEST COAST SAND & GRAVEL	$3,422.86
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,927.58
	420 - WATER	420.11000 (Cash)			$495.28
94999	09/26/2013 Open		Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,712.88
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$2,712.88
95000	09/26/2013 Open		Accounts Payable	WESTFORK ESTATES	$614.60
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$614.60
95001	09/26/2013 Open		Accounts Payable	ZALREICH CHEMICAL CO INC	$22,443.70
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$22,443.70
95002	09/26/2013 Open		Accounts Payable	BURKE, JULIE	$50.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$50.00
95003	09/26/2013 Open		Accounts Payable	CRAY, AUDREY	$50.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$50.00
95004	09/26/2013 Open		Accounts Payable	HAMMACK, KIM	$50.00
	Paying Fund	Cash Amount			Amount
	405 - Building	405.11000 (Cash)			$50.00
95005	09/26/2013 Open		Accounts Payable	KROGH, LISA	$90.00
	Paying Fund	Cash Amount			Amount

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	110 - General Fund	110.11000 (Cash)			$90.00	
95006	09/26/2013 Open		Accounts Payable	LEVOC		$245.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$245.00	
95007	09/26/2013 Open		Accounts Payable	LEWIS, DIANA		$50.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$50.00	
95008	09/26/2013 Open		Accounts Payable	MACHADO, LUIS		$50.00
	Paying Fund	Cash Amount			Amount	
	501 - Information Technology	501.11000 (Cash)			$50.00	
95009	09/26/2013 Open		Accounts Payable	MELSON, KATIE		$50.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$50.00	
95010	09/26/2013 Open		Accounts Payable	MORGAN, ELIZABETH		$50.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$25.00	
	420 - WATER	420.11000 (Cash)			$25.00	
95011	09/26/2013 Open		Accounts Payable	PSTC		$330.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$330.00	
95012	09/26/2013 Open		Accounts Payable	QUIROZ, SABRINA		$520.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$440.00	
	205 - Sports Facilities	205.11000 (Cash)			$80.00	
95013	09/26/2013 Open		Accounts Payable	WEBB, STEPHEN		$162.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$162.00	
95014	09/26/2013 Open		Accounts Payable	NEW WORLD SYSTEM CORP		$1,245.00
	Paying Fund	Cash Amount			Amount	
	405 - Building	405.11000 (Cash)			$1,245.00	
Type Check Totals:			87 Transactions			$685,767.98

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	$685,767.98	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

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	Stopped	0	$0.00	$0.00
	Total	87	$685,767.98	$0.00

Grand Totals:

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	$685,767.98	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	87	$685,767.98	$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	$685,767.98	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	87	$685,767.98	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	$685,767.98	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	87	$685,767.98	$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									
Check									
95015	09/30/2013	Open			Accounts Payable	DEPT OF HEALTH SERVICES	$70.00		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$70.00			
95016	10/02/2013	Open			Utility Management Refund	AMERICOLD CORPORATION	$21,521.59		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$15,416.48			
	420 - WATER			420.11000 (Cash)		$6,105.11			
95017	10/02/2013	Open			Utility Management Refund	ANDERSON, BARBARA	$113.76		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$113.76			
95018	10/02/2013	Open			Utility Management Refund	CORNETT, TERRI	$57.90		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$57.90			
95019	10/02/2013	Open			Utility Management Refund	DAVID, JENY	$116.94		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$116.94			
95020	10/02/2013	Open			Utility Management Refund	DIXON, NICHOLE	$127.80		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$127.80			
95021	10/02/2013	Open			Utility Management Refund	GRAVES ESTATES, JACK A	$70.45		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$70.45			
95022	10/02/2013	Open			Utility Management Refund	JORGENSEN, FRANK	$167.80		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$0.84			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1.43			
	420 - WATER			420.11000 (Cash)		$165.53			
95023	10/02/2013	Open			Utility Management Refund	LAYNE, LYNNE	$103.87		

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	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$103.87
95024	10/02/2013 Open		Utility Management Refund	MAGELSSEN, GARY	$106.05
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$106.05
95025	10/02/2013 Open		Utility Management Refund	MEJIA, CLAUDIA	$134.53
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$134.53
95026	10/02/2013 Open		Utility Management Refund	MICHALEC, JANICE	$96.92
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$96.92
95027	10/02/2013 Open		Utility Management Refund	MIN-LYN INVESTMENTS, LLC	$48.15
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$48.15
95028	10/02/2013 Open		Utility Management Refund	MORENO, JUAN, C	$146.63
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$146.63
95029	10/02/2013 Open		Utility Management Refund	PEDRETTI, TYNAN, C	$180.90
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$180.90
95030	10/02/2013 Open		Utility Management Refund	ROOT, RICHARD	$136.30
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$10.00
	420 - WATER	420.11000 (Cash)			$126.30
95031	10/02/2013 Open		Utility Management Refund	SELLERS, JESSE	$64.30
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$64.30
95032	10/02/2013 Open		Utility Management Refund	SOTO CUEVAS, JOEL	$55.41
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1.67
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2.86
	420 - WATER	420.11000 (Cash)			$50.88

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95033	10/02/2013	Open		Utility Management Refund	TOBEY-BAKER, STEVAE	$171.93
	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)			$171.93
95034	10/03/2013	Open		Accounts Payable	STEWART TITLE OF CA INC	$248,785.90
	Paying Fund		Cash Amount			Amount
	305 - Capital Facility Fees		305.11000 (Cash)			$248,785.90
95035	10/03/2013	Open		Accounts Payable	A & A PORTABLES INC	$854.67
	Paying Fund		Cash Amount			Amount
	301 - Capital Improvement		301.11000 (Cash)			$854.67
95036	10/03/2013	Open		Accounts Payable	ABS DIRECT INC	$5,000.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$5,000.00
95037	10/03/2013	Open		Accounts Payable	ACCOUNTEMPS INC	$341.06
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$170.53
	420 - WATER		420.11000 (Cash)			$170.53
95038	10/03/2013	Open		Accounts Payable	AFLAC	$5,372.76
	Paying Fund		Cash Amount			Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			$5,372.76
95039	10/03/2013	Open		Accounts Payable	AIRGAS NCN	$147.08
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$147.08
95040	10/03/2013	Open		Accounts Payable	AMERICAN MESSAGING	$76.45
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$76.45
95041	10/03/2013	Open		Accounts Payable	AMERICAN MESSAGING	$143.71
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$143.71
95042	10/03/2013	Open		Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$301.91
	Paying Fund		Cash Amount			Amount
	502 - Engineering		502.11000 (Cash)			$301.91
95043	10/03/2013	Open		Accounts Payable	AMERICAN WATER WORKS ASSOCIATION	$686.00
	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)			$686.00
95044	10/03/2013	Open		Accounts Payable	AMERINATN'L COMM SERVICE	$12.00

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	Paying Fund	Cash Amount			Amount
	255 - CDBG	255.11000 (Cash)			$12.00
95045	10/03/2013 Open		Accounts Payable	AQUA AEROBIC SYSTEMS INC	$3,176.36
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,176.36
95046	10/03/2013 Open		Accounts Payable	AT&T / CALNET 2	$5,339.79
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$4,271.13
	205 - Sports Facilities	205.11000 (Cash)			$39.40
	255 - CDBG	255.11000 (Cash)			$73.77
	405 - Building	405.11000 (Cash)			$82.80
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$370.68
	420 - WATER	420.11000 (Cash)			$222.48
	426 - Transit - BLAST	426.11000 (Cash)			$66.80
	501 - Information Technology	501.11000 (Cash)			$86.66
	502 - Engineering	502.11000 (Cash)			$26.18
	505 - Fleet	505.11000 (Cash)			$99.89
95047	10/03/2013 Open		Accounts Payable	AT&T INFO SYSTEM	$360.45
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$360.45
95048	10/03/2013 Open		Accounts Payable	AT&T MOBILITY	$2,918.53
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$2,419.59
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$206.77
	501 - Information Technology	501.11000 (Cash)			$252.18
	502 - Engineering	502.11000 (Cash)			$39.99
95049	10/03/2013 Open		Accounts Payable	AVAYA INC	$12.07
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$12.07
95050	10/03/2013 Open		Accounts Payable	BALSWICK'S TIRE SHOP INC	$2,190.13
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,069.77
	425 - Transit - Dial A Ride	425.11000 (Cash)			$1,120.36
95051	10/03/2013 Open		Accounts Payable	BONANDER TRUCKS	$494.07
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$135.47
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$108.46

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	426 - Transit - BLAST	426.11000 (Cash)			$250.14
95052	10/03/2013 Open		Accounts Payable	BURTON'S FIRE APPARATUS	$5,327.97
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$5,327.97
95053	10/03/2013 Open		Accounts Payable	CA-NV SECTION AWWA	$80.00
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$80.00
95054	10/03/2013 Open		Accounts Payable	CASCADE FIRE EQUIP CO	$536.64
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$536.64
95055	10/03/2013 Open		Accounts Payable	CASEY MOVING SYSTEMS	$44,725.00
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$44,725.00
95056	10/03/2013 Open		Accounts Payable	CDW LLC	$5,620.75
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$5,620.75
95057	10/03/2013 Open		Accounts Payable	CENTRAL VALLEY ENGINEERING & ASPHALT INC	$340,145.31
	Paying Fund	Cash Amount			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$340,145.31
95058	10/03/2013 Open		Accounts Payable	CITY OF TURLOCK - CASH	$138.99
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$58.93
	217 - Streets - Gas Tax	217.11000 (Cash)			$7.00
	501 - Information Technology	501.11000 (Cash)			$73.06
95059	10/03/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$49,232.49
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$49,232.49
95060	10/03/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN-	$4,479.25
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$4,479.25
95061	10/03/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN/	$1,633.90
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$1,633.90
95062	10/03/2013 Open		Accounts Payable	COUNTY BANK VISA	$4,731.09
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$3,942.23

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	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$773.66
	420 - WATER		420.11000 (Cash)			$15.20
95063	10/03/2013	Open		Accounts Payable	CRESCENT SURPLUS INC	$57.32
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$57.32
95064	10/03/2013	Open		Accounts Payable	CULLIGAN INC	$87.50
	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)			$87.50
95065	10/03/2013	Open		Accounts Payable	CURTIS & SONS INC, L N	$484.10
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$484.10
95066	10/03/2013	Open		Accounts Payable	CWEA	$975.00
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$975.00
95067	10/03/2013	Open		Accounts Payable	DELTA WIRELESS & NETWORK	$26.99
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$26.99
95068	10/03/2013	Open		Accounts Payable	DEPT OF HEALTH SERVICES	$90.00
	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)			$90.00
95069	10/03/2013	Open		Accounts Payable	DESIGN PRODUCTS INC	$2,161.13
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$2,161.13
95070	10/03/2013	Open		Accounts Payable	DOWNEY BRAND ATTORNEYS	$6,464.90
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$4,926.80
	420 - WATER		420.11000 (Cash)			$1,538.10
95071	10/03/2013	Open		Accounts Payable	ECMC	$309.48
	Paying Fund		Cash Amount			Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			$309.48
95072	10/03/2013	Open		Accounts Payable	ENGINEERED FIRE SYST INC	$990.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$990.00
95073	10/03/2013	Open		Accounts Payable	ENVIRONMENTAL WATER SOLUTIONS, INC.	$10,020.15
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$10,020.15

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95074	10/03/2013	Open	Accounts Payable	EQUIFAX	$48.89
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$48.89
95075	10/03/2013	Open	Accounts Payable	FARIA, JAMIE	$624.00
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$624.00
95076	10/03/2013	Open	Accounts Payable	FIRST TRANSIT INC	$1,555.88
	Paying Fund		Cash Amount		Amount
	425 - Transit - Dial A Ride		425.11000 (Cash)		$1,406.40
	426 - Transit - BLAST		426.11000 (Cash)		$149.48
95077	10/03/2013	Open	Accounts Payable	GANT/LINE-X OF TURLOCK, WADE, ALLEN	$3,413.70
	Paying Fund		Cash Amount		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$1,510.59
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,903.11
95078	10/03/2013	Open	Accounts Payable	GRANITE CONSTRUCTION COMPANY	$6,909.80
	Paying Fund		Cash Amount		Amount
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$6,909.80
95079	10/03/2013	Open	Accounts Payable	GREATER SAN JOAQ ASA METR	$3,654.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$3,654.00
95080	10/03/2013	Open	Accounts Payable	GUINN III, MARVIN, OLIVER	$218.70
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$218.70
95081	10/03/2013	Open	Accounts Payable	HARDER'S PRINT SHOP INC	$850.25
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$850.25
95082	10/03/2013	Open	Accounts Payable	HENSLEY'S PAVING & ENGR	$6,288.80
	Paying Fund		Cash Amount		Amount
	255 - CDBG		255.11000 (Cash)		$6,288.80
95083	10/03/2013	Open	Accounts Payable	HUB INT'L OF CA INS SVC	$359.28
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$359.28
95084	10/03/2013	Open	Accounts Payable	HUNTINGTON COURT REPORTER	$400.62
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$400.62
95085	10/03/2013	Open	Accounts Payable	ING LIFE INSURANCE AND	$95.35

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	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$95.35
95086	10/03/2013 Open		Accounts Payable	JORGENSEN & CO INC	$250.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$250.00
95087	10/03/2013 Open		Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$113.35
	Paying Fund	Cash Amount			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$113.35
95088	10/03/2013 Open		Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	$2,223.75
	Paying Fund	Cash Amount			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$438.75
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$98.47
	420 - WATER	420.11000 (Cash)			$1,686.53
95089	10/03/2013 Open		Accounts Payable	LEHIGH HANSON INC	$765.98
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$436.32
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$329.66
95090	10/03/2013 Open		Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$50.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$50.00
95091	10/03/2013 Open		Accounts Payable	MID VALLEY APPLIANCE SERVICES	$301.42
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$301.42
95092	10/03/2013 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$77.49
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$77.49
95093	10/03/2013 Open		Accounts Payable	NEVER BORING DESIGN INC	$445.03
	Paying Fund	Cash Amount			Amount
	112 - Capital Purchases	112.11000 (Cash)			$445.03
95094	10/03/2013 Open		Accounts Payable	NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION	$125.00
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$125.00
95095	10/03/2013 Open		Accounts Payable	OMC STAINLESS STEEL CUST	$535.97
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$535.97

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95096	10/03/2013	Open	Accounts Payable	OMNI-MEANS INC	$7,622.72
	Paying Fund		Cash Amount		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$7,622.72
95097	10/03/2013	Open	Accounts Payable	P G & E	$8.65
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$8.65
95098	10/03/2013	Open	Accounts Payable	PRECISION CONCRETE CUTTING	$8,537.80
	Paying Fund		Cash Amount		Amount
	301 - Capital Improvement		301.11000 (Cash)		$8,537.80
95099	10/03/2013	Open	Accounts Payable	QUEST DIAGNOSTICS	$57.86
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$57.86
95100	10/03/2013	Open	Accounts Payable	ROLAND PHD,JOCELYN E	$1,000.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,000.00
95101	10/03/2013	Open	Accounts Payable	ROLFE CONSTRUCTION	$116,202.10
	Paying Fund		Cash Amount		Amount
	411 - Storm Drainage Construction		411.11000 (Cash)		$116,202.10
95102	10/03/2013	Open	Accounts Payable	SAFE-T-LITE CO INC	$20.43
	Paying Fund		Cash Amount		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$20.43
95103	10/03/2013	Open	Accounts Payable	SANTA FE AGGREGATES INC	$307.25
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$268.25
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$39.00
95104	10/03/2013	Open	Accounts Payable	SCHOETTLER TIRE MERCED	$1,492.22
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,492.22
95105	10/03/2013	Open	Accounts Payable	SHELL FLEET PLUS	$149.91
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$149.91
95106	10/03/2013	Open	Accounts Payable	SIERRA FOOTHILL LAB INC	$275.00
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$275.00
95107	10/03/2013	Open	Accounts Payable	SMART INDUSTRY PRODUCTS	$3,250.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$812.50

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	217 - Streets - Gas Tax	217.11000 (Cash)		$812.50	
	246 - Landscape Assessment	246.11000 (Cash)		$812.50	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$812.50	
95108	10/03/2013 Open	Accounts Payable	SOUTHWEST SCHOOL &		$522.15
	Paying Fund	Cash Amount		Amount	
	270 - Recreation Grants	270.11000 (Cash)		$522.15	
95109	10/03/2013 Open	Accounts Payable	STANISLAUS COUNTY - TAX		$12,470.88
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,184.16	
	121 - Tourism-City Share & Econ Devel	121.11000 (Cash)		$9,218.90	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$404.18	
	426 - Transit - BLAST	426.11000 (Cash)		$1,663.64	
95110	10/03/2013 Open	Accounts Payable	STANISLAUS CTY SHERIFF		$311.75
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$311.75	
95111	10/03/2013 Open	Accounts Payable	STANISLAUS REGIONAL TRANS		$1,008.50
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,008.50	
95112	10/03/2013 Open	Accounts Payable	SUPPORT PAYMENT CLEARING		$439.13
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$439.13	
95113	10/03/2013 Open	Accounts Payable	T I D		$65,345.30
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$4,787.12	
	205 - Sports Facilities	205.11000 (Cash)		$1,249.85	
	216 - Streets - Local Transportation	216.11000 (Cash)		$11,665.80	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,756.15	
	420 - WATER	420.11000 (Cash)		$44,396.38	
	505 - Fleet	505.11000 (Cash)		$1,490.00	
95114	10/03/2013 Open	Accounts Payable	TERABIT SYSTEMS LLC		$48,996.08
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$48,996.08	
95115	10/03/2013 Open	Accounts Payable	TRANSIT CAPITAL SUPPORT		$15,137.00
	Paying Fund	Cash Amount		Amount	
	426 - Transit - BLAST	426.11000 (Cash)		$15,137.00	
95116	10/03/2013 Open	Accounts Payable	TRIKKE TECH INC		$18,884.79
	Paying Fund	Cash Amount		Amount	

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	506 - Vehicle/Equipment Replacement	506.11000 (Cash)			$18,884.79
95117	10/03/2013 Open		Accounts Payable	TURLOCK UMPIRE GROUP	$5,268.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$5,268.00
95118	10/03/2013 Open		Accounts Payable	TURLOCK UNIFIED SCHOOL DISTRICT FOOD SERVICE	$310.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$310.00
95119	10/03/2013 Open		Accounts Payable	UNLIMITED METAL MFG INC	$3,869.12
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,869.12
95120	10/03/2013 Open		Accounts Payable	V & V MFG INC	$102.55
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$102.55
95121	10/03/2013 Open		Accounts Payable	VAN DE POL ENTERPRISE INC	$479.53
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$479.53
95122	10/03/2013 Open		Accounts Payable	VERIZON WIRELESS	$1,058.83
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,058.83
95123	10/03/2013 Open		Accounts Payable	WARDEN'S OFFICE INC	$34,608.88
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$34,608.88
95124	10/03/2013 Open		Accounts Payable	WEDDE, DAVID	$85.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$85.00
95125	10/03/2013 Open		Accounts Payable	WEST PUBLISHING CORPORATION	$137.45
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$137.45
95126	10/03/2013 Open		Accounts Payable	ANJOS, FRANK	$60.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$60.00
95127	10/03/2013 Open		Accounts Payable	BICKLE, DAVID	$285.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$285.00
95128	10/03/2013 Open		Accounts Payable	DUSEL, JOSEPH	$77.30
	Paying Fund	Cash Amount			Amount

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	110 - General Fund	110.11000 (Cash)			$77.30	
95129	10/03/2013 Open		Accounts Payable	GAISER-SARRAILLE, LYNN		$324.66
	Paying Fund	Cash Amount			Amount	
	113 - Arts Commission	113.11000 (Cash)			$324.66	
95130	10/03/2013 Open		Accounts Payable	GALLO, VERONICA		$500.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
95131	10/03/2013 Open		Accounts Payable	LEON, SERGIO		$80.00
	Paying Fund	Cash Amount			Amount	
	205 - Sports Facilities	205.11000 (Cash)			$80.00	
95132	10/03/2013 Open		Accounts Payable	MADDEN, DAN		$296.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$296.00	
95133	10/03/2013 Open		Accounts Payable	ROGERS, WAYNE		$80.00
	Paying Fund	Cash Amount			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$80.00	
95134	10/03/2013 Open		Accounts Payable	TONARELLI, STACEY		$65.54
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$65.54	
95135	10/03/2013 Open		Accounts Payable	WALKER, SHAUN		$250.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$250.00	
95136	10/03/2013 Open		Accounts Payable	WHITE, FORREST		$256.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$256.00	
95137	10/03/2013 Open		Accounts Payable	WILEY, DEANDRA		$6.15
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$6.15	
95138	10/03/2013 Open		Accounts Payable	WILLIAMS, CASEY		$80.00
	Paying Fund	Cash Amount			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$80.00	
95139	10/03/2013 Open		Accounts Payable	HARTFORD, THE		$5,159.66
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$5,159.66	
Type Check Totals:			125 Transactions			$1,162,808.58
AP - Accounts Payable Totals						

City of Turlock

Payment Register

From Payment Date: 9/27/2013 - To Payment Date: 10/3/2013

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	125	$1,162,808.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	125	$1,162,808.58	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	125	$1,162,808.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	125	$1,162,808.58	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**125**	**$1,162,808.58**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**125**	**$1,162,808.58**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**125**	**$1,162,808.58**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**125**	**$1,162,808.58**	**$0.00**

5B

DRAFT

OCTOBER 8, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:03 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
   ABSENT: None

   B. SALUTE TO THE FLAG

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**

   A. Mayor Lazar recommended that he be appointed as Member and Councilmember Bublak be appointed as Alternate Member to the Mayor's Economic Development Task Force.

   Action: Motion by Councilmember DeHart, seconded by Councilmember White, appointing Mayor Lazar as Member and Councilmember Bublak as Alternate Member to the Mayor's Economic Development Task Force. Motion carried unanimously.

3. **A. SPECIAL BRIEFINGS:**

   Assistant to the City Manager for Economic Development/Housing Maryn Pitt briefed the Council on steps taken by the City in response to the potential closure of the Economic Development Department Office in Turlock, including reaching out to our state legislative representatives and the Governor's Office through the GO-Biz program, lack of noticing regarding the EDD closure, and consideration of the Alliance Worknet offering full-spectrum services at a Turlock location in the future.

   B. STAFF UPDATES

   1. Development Services Director Mike Pitcock provided an update on capital projects and building activity, including the Sewer/Water Line project in the alleys between E. Main/Sierra Streets, Monte Vista Avenue Rehabilitation project, Golden State Blvd./F Street and Golden State Blvd./Dels Lane Intersection Signalization projects, Public Safety Facility, Cooper Storm Drain project, and the 2013 Slurry Seal project.

   C. PUBLIC PARTICIPATION: None

4. **A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

5. **CONSENT CALENDAR:**
   Action: Motion by Councilmember White, seconded by Councilmember DeHart, and unanimously carried to adopt the consent calendar as follows:

A. **Resolution No. 2013-173** Accepting Demands of 9/12/13 in the amount of $3,082,973.84; Demands of 9/19/13 in the amount of $1,031,989.58
B. *Motion*: Accepting Minutes of Regular Meeting of September 24, 2013
C. **Resolution No. 2013-174** Declaring the intention to vacate that certain section of Dianne Drive right of way from Fulkerth Road approximately 250 feet south, adjacent to the property at 2618 Fulkerth Road and a portion of the property at 1525 Dianne Drive
D. **Resolution No. 2013-175** Authorizing acceptance of an allocation of funds, execution of a grant agreement, and appropriation of funds for the Federal Fiscal Year 2012-13 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Criminal Justice Programs, in the amount of $31,542
E. **Resolution No. 2013-176** Appropriating $6,800 to 505-50-525.41002_000 "Part Time Help General," $318 to 505-50-525.42007 "Workers Compensation," $151 to 505-50-525.42008 "City Liability," $99 to 505-50-525.42010 "Medicare," and $422 to 505-50-525.42011 "Social Security," to be funded by revenue received in 505-50-525.35021 "Labor Charges" for part-time staffing to assist with transit maintenance and repairs
F. *Motion*: Approving the Rehabilitation Forgivable Loan #2421-BC, in the amount of $41,000, where the City of Turlock will be in third position as prescribed by the adopted Rehabilitation Loan Policies and Procedures
G. *Motion*: Rejecting Claim for Damages filed by Deborah E. Pearson
H. *Motion*: Rejecting Claim for Damages filed by Antonio Munoz

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

A. Development Services Director Mike Pitcock presented the staff report on the request to approve Contract Change Order No. 2 (Final) for a credit of $46,749.65 (Fund 215) for City Project No. 0872, "Landscape Golden State Boulevard From Monte Vista Avenue to the South," bringing the contract total to $670,759.12. Mr. Pitcock clarified the project location as extending 1,700 feet south of Monte Vista Avenue.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: Motion by Councilmember DeHart, seconded by Councilmember White, Approving Contract Change Order No. 2 (Final) for a credit of $46,749.65 (Fund 215) for City Project No. 0872, "Landscape Golden State Boulevard from Monte Vista Avenue to the South," bringing the contract total to $670,759.12. Motion carried unanimously.

B. Fire Chief Tim Lohman presented the staff report on the request to authorize the Fire Chief, or his designee, to apply for and execute all necessary documents related to a Staffing of Adequate Fire and Emergency Response (SAFER) Grant, to fund three (3) Fire Fighters, awarded by the Federal Emergency Management Agency (FEMA), and to hire the number of Fire Fighters funded by an awarded grant.

Council discussion included incidental costs to hire new personnel, surplus fire gear, grant retention requirements, and anticipated retirements.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: **Resolution No. 2013-177** Authorizing the Fire Chief, or his designee, to apply for and execute all necessary documents related to a Staffing of Adequate Fire and Emergency Response (SAFER) Grant to fund three (3) Fire Fighters, awarded by the Federal Emergency Management Agency (FEMA), and to hire the number of Fire Fighters funded by an awarded grant was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS: None

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

A. *Conference with Legal Counsel – Pending Litigation*, Cal. Gov't Code §54956.9(d)(4) *"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist… Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."*

Potential Cases: (1 case related to Calculation of Property Tax Administration Fees)

Action: No reportable action.

Mayor Lazar recognized Vice-Mayor DeHart's birthday.

12. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember Nascimento, to adjourn at 6:21 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5C

Council Synopsis

October 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services/ City Engineer

Prepared by: Michael G. Pitcock, P.E.
Director of Development Services/ City Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Readopting a Fee Deferral Program for the CFF, NWTSP and WISP Impact Fees for an additional twenty-four (24) months

2. DISCUSSION OF ISSUE:

On October 27, 2009, City Council adopted a fee deferral program in an effort to provide financial flexibility to the development community. On October 25, 2011, City Council extended the fee deferral program for an additional 24 months. The program afforded the opportunity for commercial and industrial projects to defer its CFF, NWTSP and WISP fees as follows:

- Fees (100%) can be deferred to occupancy; or
- Fees can be paid over 4 years with 20% due at building permit issuance and the remaining 80% paid over the next 4 years (20% per year). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last 4 years of interest earned by the city as published by the State Controllers Office Local Agency Investment Fund; or
- Fees can be paid over 5 years with 0% due at building permit issuance and the remaining 100% paid over the next 5 years (10% year 1, 15% year 2, 20% year 3, 25% year 4 and 30% year 5). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last 5 years of interest earned by the city as published by the State Controllers Office Local Agency Investment Fund.

As we continue to work through this economic downturn period, staff believes that the program, while not abundantly used, is a viable program to help the development community expand while not jeopardizing the integrity of the adopted fee programs. Staff recommends that the fee deferral program be extended an additional 24 month period.

3. BASIS FOR RECOMMENDATION:

A. Development impact fee programs must be adopted and amended by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the deferment of development impact fees will be mitigated by charging compounded interest and changes in the ENR index.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not Required

7. ALTERNATIVES:

A. Not approve the extension and allow the deferral program to end. This is not recommended as the economy is still struggling thus making it difficult for the development community to fund expansion.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF READOPTING A FEE DEFERRAL PROGRAM FOR THE CFF, NWTSP AND WISP IMPACT FEES FOR AN ADDITIONAL TWENTY-FOUR (24) MONTHS	}	RESOLUTION NO. 2013-

WHEREAS, on October 27, 2009, the City Council adopted a fee deferral program for commercial and industrial development; and

WHEREAS, on October 25, 2011, the City Council extended the fee deferral program for commercial and industrial development for an additional twenty-four (24) months; and

WHEREAS, the state of the economy has shown slight improvement but continues to impact the development communities ability to build and improve the city; and

WHEREAS, the lack of construction activities has severely reduced the revenue stream for the Planning, Building and Engineering Divisions; and

WHEREAS, stimulating the economy is in the best interest of the city to enhance revenue through fee collection as well as increasing the city's tax base; and

WHEREAS, forgiving fees to stimulate the economy would be detrimental to health and financial viability of the city's Capital Facilities Fee (CFF), Northwest Triangle Specific Plan (NWTSP) and Westside Industrial Specific Plan (WISP) fee programs. However, fee deferrals to stimulate the economy could be given without risking the health and financial viability of the city's CFF, NWTSP and WISP fee programs by accruing interest; and

WHEREAS, the CFF, NWTSP and WISP fee programs do allow commercial and industrial development to deferred payment of impact fees to occupancy or payment of fees over 4 years if said project sits on less than 1 acre, the building is less than 5,000 square feet and adds no more than 500 vehicle trips per day; and

WHEREAS, affording the same deferral option of CFF, NWTSP and WISP fees to all commercial and Industrial development, regardless of size for an additional twenty-four (24) month period could improve the development community's ability to build and stimulate the local economy; and

WHEREAS, the developer shall enter into a fee deferral agreement with the city, subject to council approval, in the amount of deferred fees; and

WHEREAS, if developer fails to provide installment payment on or before the date due or if the property is sold or transferred, the entire unpaid amount as computed in the agreement shall become a lien and charged upon the property and collectible in the same manner as unpaid taxes, together with the costs of collection.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock that:

All Commercial and Industrial development will be afforded the opportunity to defer its CFF, NWTSP and WISP fees for an additional twenty-four (24) month period as follows:

1. Fees can be deferred to occupancy; or

2. Fees can be paid over four (4) years with 20% due at building permit issuance and the remaining 80% paid over the next four (4) years (20% per year). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last four (4) years of interest earned by the city as published by the State Controllers Office Local Agency Investment Fund; or

3. Fees can be paid over five (5) years with 0% due at building permit issuance and the remaining 100% paid over the next five (5) years (10% year 1, 15% year 2, 20% year 3, 25% year 4 and 30% year 5). The deferred amount will be subject to Engineering News Record Index changes as well as compounded interest. Interest would be set by averaging the last five (5) years of interest earned by the city as published by the State Controllers Office Local Agency Investment Fund.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

5D

Council Synopsis

October 22, 2013

From: Michael G. Pitcock, PE
Director of Development Services/ City Engineer

Prepared by: Michael G. Pitcock, PE
Director of Development Services/ City Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Lien Agreement for Deferred Payment of City of Turlock Development Impact Fees between the City of Turlock and Lydia Mitchell and Leong Tegner, LLC (Owner of 2901 N. Tegner Road, Turlock CA 95382)

2. DISCUSSION OF ISSUE:

On October 27, 2009, the City Council adopted a resolution allowing for the deferral of certain development impact fees. On October 25, 2013, the City Council extended the fee deferral option for an additional 24 months. Lydia Mitchell is leasing a suite from Leong Tegner, LLC to open a deli and certain impact fees are due as the deli has a higher impact than its original use of retail. Development impact fees were calculated for a deli with credit given for the current retail use.

Lydia Mitchell is requesting approval to defer payment of City of Turlock development impact fees with payment over a 5 year period. The agreement would defer payment of $12,558.87 in development impact fees from her building permit to a 5 year payment plan. The agreement calls for interest to be charged at 0.72% (the last 5 year average of the LAIF rate as required by the fee deferral program) in addition to an ENR adjustment. As our Lien Agreement for Deferred Payment of Turlock Development Impact Fees is recorded on the property, the owner, Leong Tegner, LLC, must consent to record a lien on its property and is signature to the agreement.

3. BASIS FOR RECOMMENDATION:

A) City Council adopted a fee deferral program on October 27, 2009 and extended the program on October 25, 2011 for an additional 24 months. This project meets the necessary requirements to qualify.

B) All agreements must be approved by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The various impact fee accounts will receive payment over a 5 year period of time with interest and ENR adjustments. The fee programs should remain whole.

Note: This fee deferral agreement does not impact the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not Required

7. ALTERNATIVES:

A. Reject a Lien Agreement for Deferred Payment of City of Turlock Development Impact Fees and direct staff to collect the full impact fees that are due at building permit.

RECORDING INFORMATION
Recording requested by and
When recorded, please return to:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 South Broadway, Suite 150
TURLOCK, CA 95380

LIEN AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND
LYDIA MITCHELL
AND
LEONG TEGNER, LLC
FOR
DEFERRED PAYMENT OF DEVELOPMENT IMPACT FEES

THIS AGREEMENT is made and entered into this 22nd day of October, 2013, between the **CITY OF TURLOCK** (hereinafter referred to as "City"), **LYDIA MITCHELL** who is the Lessee of the property described in Exhibit A and **LEONG TEGNER, LLC**, (hereinafter referred to collectively as "Undersigned"), who is the owner and Lessor of the property described in Exhibit A attached hereto and made a part of this Agreement.

WHEREAS, Leong Tegner, LLC, is the owner of the property at 2901 N. Tegner Road, Turlock CA 95382; and

WHEREAS, Lydia Mitchell is the Lessee of the property described in Exhibit A; and

WHEREAS, City impact, County of Stanislaus impact, Turlock City School and City Building permits (13-0812) fees total $15,191.76; and

WHEREAS, the undersigned has agreed to pay $2,632.89 of the $15,191.76 at building permit issuance and has requested that the Sewer, Capital Facility fees and N.W.T.S.P. fees associated with Building permit 13-0812 in the amount of $12,558.87 be deferred and paid over a 5 year period in accordance with the Resolution No. 11-220 of the City Council of the City of Turlock, adopted October 25, 2011; and

WHEREAS, the deferred fees are as follows:

SEWER TRUNK LINE CONSTRUCTION FEE	66.74
SEWER CAPITAL EXPANSION FEE	2,993.12
CAPITAL FACILITY FEE ROAD	$6,712.09
CAPITAL FACILITY FEE ADMINISTRATION	$71.88
N.W.T.S.P. FEE TRANSPORTATION	$2,715.04
Total Deferral	**$12,558.87**

OK for Agenda

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. On or before the dates indicated below, Undersigned will pay to City the impact fees shown, plus 0.72% annual compounded interest. Said fees are to be adjusted to the ENR Cost Index in effect on the respective dates payments are due and shall be computed by using the following formula:

Payment No.	Due Date	Amount 1/5 of Opening Balance + Unpaid Balance	Annual Compounded Interest Rate (0.72%)	Current ENR/ Original ENR (820.85)	Total Payment Due
1	10/22/14	$1,255.89	** TBCA **	** TBCA **	** TBCA **
2	10/22/15	$1,883.83 + any unpaid balance	** TBCA **	** TBCA **	** TBCA **
3	10/22/16	$2,511.77 + any unpaid balance	** TBCA **	** TBCA **	** TBCA **
4	10/22/17	$3,139.72 + any unpaid balance	** TBCA **	** TBCA **	** TBCA **
5	10/22/18	$3,767.66 + any unpaid balance	** TBCA **	** TBCA **	** TBCA **

**** TBCA ** ---- To be calculated annually based on payment performance and ENR Adjustments**

2. Should Undersigned fail to pay any of the required installments on or before the date due as listed above, or if the property described on Exhibit A is sold or transferred, the entire unpaid amount as computed above shall become a lien and charge upon the property and collectible in the same manner as unpaid taxes, together with the costs of collection. The Undersigned shall provide notice to the City of any potential sale or transfer of the property 15 days prior to the close of escrow. If the property is going to be sold or transferred, the City, in its sole discretion, can require the entire unpaid amount be paid to the City out of escrow proceeds.

3. Upon satisfaction of the obligation secured by Undersigned, City shall execute a release of lien. Costs of recording said lien release shall be paid by Undersigned.

4. The provisions of this Agreement shall bind and inure to the benefit of the successors in interest of the parties hereto in the same manner as if they had therein been expressly named.

5. In consideration of the deferral herein granted by City, Undersigned hereby expressly waives and releases all claims and causes of action it now has or in the future may have against the City of Turlock, a municipal corporation (collectively, the "Released Parties") based on, or related directly or indirectly to capital facility fees charged by City for the project constructed on the property described on Exhibit A, including without limitation any and all claims that such fees are not reasonably related to the project's impacts or the cost of the services provided. To the extent of such waiver and release, Undersigned expressly waives its rights, if any, under California Civil Code Section 1542 which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE

CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

CITY OF TURLOCK, a municipal corporation

By _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM AND LEGALITY:

By _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

By _____
Michael G. Pitcock, P.E., Director of Development Services/City Engineer

ATTEST:

By _____
Kellie E. Weaver, City Clerk

UNDERSIGNED

By _____
Business Owner

By _____
Property Owner

By _____
Property Owner

[the signature above must be notarized below]

Business Owner Address
Lydia Mitchell
3025 W. Christoffersen, Apt 301
Turlock, CA 95382
209-214-2894

Property Owner Address
Leong Tegner, LLC
20380 Town Center, Suite 105
Cupertino, CA 95014
408-777-7880

State of CALIFORNIA }
County of STANISLAUS }

On _____, 2010 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument the person(s), the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

EXHIBIT A

All that certain parcel of land situated in the City of Turlock, County of Stanislaus, State of California, being known and designated as follows:

Parcel E as shown upon that certain map entitled Parcel Map, filed for record May 21, 2004 in Book 52 of Parcel Maps at Page 91, Stanislaus County Records.
APN: 088-018-019
2901 N. Tegner Road

5E

Council Synopsis

October 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 (Minor Alterations of Land) of the CEQA Guidelines

Motion: Awarding bid and approving an agreement in the amount of $330,000 (Fund 426-40-415.51270) with EFS West, Valencia, California, for City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project"

2. DISCUSSION OF ISSUE:

On October 3, 2013, one (1) bid was received for City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project ." EFS West of Valencia, California, was the lowest responsible bidder with a bid in the amount of $330,000.

Bid Summary:

COMPANY NAME	BID AMOUNT
EFS West	$330,000

The project involves the upgrading of equipment at the Compressed Natural Gas (CNG) Slow Fill Station located within the Corporation Yard at 701 S. Walnut Road. This is a design-build contract. The contractor will provide a qualified designer to produce engineered drawings for issuance of a City of Turlock building permit as well as all labor, materials and equipment needed to upgrade the existing CNG slow fill station. The equipment to be installed with this project includes an improved CNG compressor, a natural gas dryer, four (4) additional dispenser posts (for a total of eight (8) dispensers), and a new three phase electrical panel and connection as well as some piping modifications. The completed project will provide fuel slowly to a connected bus overnight such that the tank is full by the morning of the next day. By completing the fueling overnight, transit drivers will save time by not having to manually fuel at the CNG fast fill station, which can take up to a half an hour if the pressure in the storage vessels is low.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) The completed project will provide sufficient fueling capacity overnight which will save transit bus drivers time and relieve the demand on the CNG fast fill station.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
i. Impact on current transportation system
The transit system provides transportation to Turlock's residents. Providing the infrastructure for fueling stations is an important part of making sure the system runs smoothly.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$373,600	$330,000	$33,000	$25,000	$8,100

Funding for this project will come from Transit Proposition 1B and Local Transportation Fund (LTF) and is available in line item number 426-40-415.51270, "Construction Project" for the proposed work.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Staff recommends that the City Council find the project exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to any of the following sections of the CEQA Guidelines:

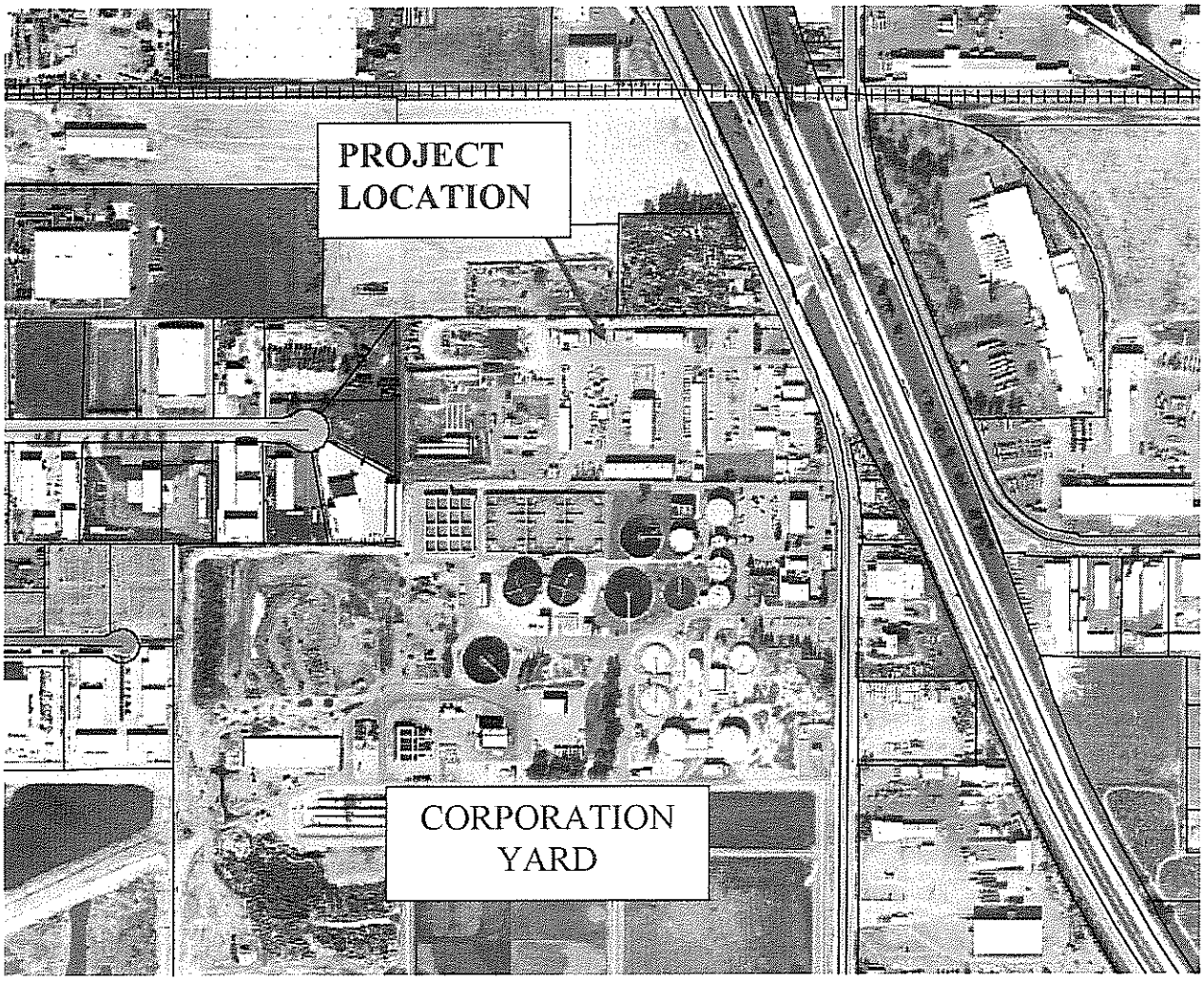
Section 15304 (Minor Alterations of Land): Pursuant to Section 15304 exempts minor public or private alterations of land that do not remove healthy mature or scenic trees or agricultural purposes. An example includes the construction of a bicycle lane on existing rights-of-way as well as grading and trenching activities. The construction of fueling equipment at an existing fueling station is of a minor

nature and is being done on existing developed land. No right-of-way acquisition is required.

7. ALTERNATIVES:

A) Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed to provide sufficient fueling capacity overnight which will save transit bus drivers time and relieve the demand on the CNG fast fill station.

City Project No. 12-59
CNG Slow Fill Station Upgrade - Design Build Project



CITY OF TURLOCK
BIDDER'S SUMMARY

PROJECT TITLE: CNG Slow Fill Station Upgrade - Design Build Project
PROJECT NUMBER: 12-59
BID OPENING: October 3, 2013
2:00 PM
ANTICIPATED COUNCIL AWARD DATE: October 22, 2013

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST. Unit Price	ENGINEER'S EST. Total	EFS West Unit Price	EFS West Total
1	CNG Slow Fill Station Upgrade - Design Build Project	LS	1	$204,050.00	$204,050.00	$330,000.00	$330,000.00
Total =					**$204,050.00**		**$330,000.00**
	ADDITIVE BID ALTERNATES						
BA1	CNG metering at each dispenser	LS	1			$102,506.00	$102,506.00
BA2	Buffer tank storage vessel	LS	1			$75,589.00	$75,589.00
BA3	Extended CNG compressor warranty - 2 years total	LS	1			$27,170.00	$27,170.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 12-59

CNG Slow Fill Station Upgrade - Design Build Project

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

EFS WEST
28472 Constellation Road
Valencia, CA 91355

hereinafter called "Contractor" on this 22nd day of October, 2013 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On October 22, 2013, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of providing professional mechanical, electrical, and civil engineering design services, materials, equipment, and labor necessary to upgrade the City's

existing CNG slow fill vehicle fueling station in accordance with these project specifications. Contractor shall provide engineered drawings and specifications to upgrade the City's existing slow fill station and provide all labor, materials, and equipment to construct and install the improvements specified in the approved plans and specifications. In general terms, the upgrade of the CNG slow fill station involves the following: remove the existing CNG compressor, remove existing electrical panel and meter, furnish and install a new electrical panel, meter, and all electrical connections per Turlock Irrigation District (T.I.D.) requirements, furnish and install a gas dryer on an existing concrete pad, install a new CNG compressor, furnish and install four (4) new slow fill fueling posts with a single retractable hose dispenser per post, perform connections to utilities per applicable building codes and utility company requirements, asphalt sawcutting and patching, and providing all piping, valves, appurtenances, as necessary to provide a functional slow fill station as described in these specifications. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

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

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as

called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Three Hundred Thirty Thousand and NO/100ths Dollars ($330,000.00).** Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **One Hundred Twenty (120)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued. An addition of contract time shall be added per contract change order if lead time for the delivery of equipment falls on the critical path of the schedule when the City Engineer determines that the Contractor has pursued every avenue to expedite delivery of the equipment during the design, permitting, and submittal review phases.

7. Rights Of City To Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. **Option Of City To Terminate Agreement In Event Of Failure To Complete Work:**

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. **Liquidated Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **One Thousand** and no/100ths Dollars **($1000.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **Performance By Sureties:**

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or

by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining To Payment For Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, unless otherwise noted in the Special Provisions.

13. Superintendence By Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection By City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra And/Or Additional Work And Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. Change Of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or

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

(c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A "Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

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

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

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

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

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

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

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

19. Permits And Care Of The Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care

and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

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

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

23. Hold-Harmless Agreement and Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

24. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and

carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of 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 Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20 37 or their equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

(6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

(b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: As statutorily required by the State of California.

(4) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

(6) Errors and Omissions/Professional Liability: $1,000,000 per claim as needed for design/build.

(c) Deductibles and Self-Insured Retentions: 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) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) 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 Contractor, 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 Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

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

(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.

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

(f) 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.

(g) 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 Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

(j) Surety Bonds: Contractor shall provide a Performance Bond, and a Payment Bond.

25. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars ($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for

the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

(c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

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

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

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

28. Provisions Cumulative:

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

29. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

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

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

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at http://www.boe.ca.gov/sutax/sutprograms.htm

30. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454

Notices required to be given to Contractor shall be addressed as follows:

_____
_____
_____

Notices required to be given sureties of Contractor shall be addressed as follows:

_____
_____
_____
_____

31. Interpretation:

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

32. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

33. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees 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 the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 21 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____
Print Name

Address: _____
_____
_____
Phone: _____
Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____
Michael G. Pitcock, P.E., Director of
Development Services / City Engineer

APPROVED AS TO FORM:

_____
Phaedra A. Norton, City Attorney

ATTEST:

_____
Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a municipal corporation of the State of California, in the sum of _____Dollars ($_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void, otherwise to remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any provision of said contract or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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Dated this _____day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of_____ Dollars ($_____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-59, "CNG Slow Fill Station Upgrade - Design Build Project ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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5F

Council Synopsis

October 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-54, "Chamber of Commerce HVAC Improvements," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"

Motion: Awarding bid, bid alternate, and approving an agreement in the amount of $5,482 (Fund 301) with Champion Industrial Contractors, Inc., of Modesto, California, for City Project No. 13-54, "Chamber of Commerce HVAC Improvements"

Resolution: Appropriating $5,115 to account number 301-50-520.51301 "City Facilities Repair" to be funded via a transfer of General Fund monies from Fund 110 "General Fund" for City Project No. 13-54, "Chamber of Commerce HVAC Improvements," to complete the necessary funding required for the project

2. DISCUSSION OF ISSUE:

On October 03, 2013, three (3) bids were received for City Project No. 13-54, "Chamber of Commerce HVAC Improvements." Champion Industrial Contractors, Inc., of Modesto, California, was the lowest responsible bidder with a base bid in the amount of $4,175.00 (furnace) and a bid alternate in the amount of $1,307.00 (AC unit), for a total of $5,482.00.

Bid Summary:

COMPANY NAME	BASE BID AMOUNT	BID ALTERNATE AMOUNT
Champion Industrial Contractors, Inc.	$4,175.00	$1,307.00
Air Solutions, Inc.	$4,070.00	$1,702.00
Saunders Air Conditioning & Heating	$3,727.00	$2,763.00

In September 2013, staff was notified of recommended repairs that were observed during the routine maintenance of the HVAC system. The repairs that needed to be addressed included the heat exchangers in the furnace and cooling coils. In addition, staff was strongly advised to repair the outdoor AC unit. The cost of repairs

was not warranted for the existing equipment. Staff advertised the project in accordance with Section 2-9-03 of the Municipal Code, as the project estimate was less than $45,000.00

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) The Chamber of Commerce building is in need of a non-routine maintenance and the City Council must authorize the City Manager to enter into an agreement prior to the work being performed.

Strategic Plan Initiative: H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): a. Community Infrastructure
iii Provide safe and well maintained facilities for the community, recreational programs and City of Turlock Employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$8,090.00	$5,482.00	$548.00	$1000.00	$1,060.00

Staff requests the transfer of $5,115.00 of General Fund monies for Fund 110 to complete the funding package for this project. With approval of the transfer, sufficient funds will be appropriated in account number 301-50-520.51301 "City Facilities Repair" for the anticipated costs of $8,090.00.

General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15303 (d) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed.

City Project No. 13-54
Chamber of Commerce HVAC Improvements

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO. 13-54
Chamber of Commerce HVAC Improvements

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and

Champion Industrial Contractors
P.O. Box 4399
Modesto, CA 95352

hereinafter called "Contractor" on this 22nd day of October, 2013 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B On October 22, 2013, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

C City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope of Work:
Contractor shall perform the work described briefly as follows:

The work consists, in general, of:

Obtain a no-fee building permit from the Building Division, remove all existing facilities necessary to install all proposed improvements, install furnace, install indoor cooling coil, obtain lien release from all sub-contractors and material suppliers before final payment and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City

Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This agreement, the contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, addendums and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

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

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **CITY PROJECT NO. 13-54, "Chamber of Commerce HVAC Improvements."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Five Thousand Four Hundred Eighty Two and NO/100ths Dollars ($5482.00).** Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Ten (10)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights of City to Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of

working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. Option of City to Terminate Agreement in Event of Failure to Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance by Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work

and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining to Payment for Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance with Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

13. Superintendence by Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection by City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra and/or Additional Work and Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer and shall be accompanied by plans and specifications for such purpose.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. Change of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

(a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or

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

(c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A "Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. <u>Change of Contract Time:</u>

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

(a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or

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

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

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

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

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection and Testing of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

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

19. Permits and Care of the Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

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

21. Payments to Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Hold-Harmless Agreement and Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of

Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

23. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of 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 Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20 37 or their equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: As statutorily required by the State of California.

(4) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(c) Deductibles and Self-Insured Retentions: 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) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) 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 Contractor, 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 Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

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

(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.

(e) 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.

(f) Verification of Coverage: Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this 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 Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

24. Proof of Carriage of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

25. Wages & Hours of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars ($25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

26. Emergency - Additional Time for Performance - Procurement of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

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

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

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

City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

(c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

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

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

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

27. Provisions Cumulative:

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

28. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock CA 95380-5454

Notices required to be given to Contractor shall be addressed as follows:

_____
_____
_____
_____

Notices required to be given sureties of Contractor shall be addressed as follows:

_____
_____
_____
_____

29. Interpretation:

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

30. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

31. Use of City Project Number:

The Contractor or subcontractor agrees 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 the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 12 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____
Signature

_____
Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or

Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____
Michael G. Pitcock, P.E., Director of
Development Services/City Engineer

APPROVED AS TO FORM:

_____
Phaedra A. Norton, City Attorney

ATTEST:

_____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $5,115 TO ACCOUNT NUMBER 301-50-520.51301 "CITY FACILITIES REPAIR" TO BE FUNDED VIA A TRANSFER OF GENERAL FUND MONIES FROM FUND 110 "GENERAL FUND" FOR CITY PROJECT NO. 13-54, "CHAMBER OF COMMERCE HVAC IMPROVEMENTS," TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THE PROJECT	**RESOLUTION NO. 2013-**

WHEREAS, the Chamber of Commerce building is a City owned facility; and

WHEREAS, the City has set aside minimal funds for the maintenance of City facilities; and

WHEREAS, the adopted FY 13/14 budget did not take into account this project; and

WHEREAS, the Chamber of Commerce is in need of non-routine maintenance to its HVAC system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $5,115 to account number 301-50-520.51301 "City Facilities Repair" to be funded via a transfer of General Fund monies from Fund 110 "General Fund" for City Project No. 13-54, "Chamber of Commerce HVAC Improvements," to complete the necessary funding required for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following votes:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Council Synopsis

5G

October 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the amount of $30,204.84 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to $13,339,929.84

2. DISCUSSION OF ISSUE:

On February 23, 2012, fifteen (15) bids were received for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline." Sierra Mountain Construction, Inc. (SMCI) of San Francisco, California, was the lowest responsible bidder. The construction contract was awarded on March 27, 2012 in the amount of $13,194,725.

Change Order History:

	Amount	City Council Meeting
Original Contract	$13,194,725.00	3/27/2012
Change Order No. 1	$ 115,000.00	11/13/2012
Change Order No. 2	$ 30,204.84	10/22/2013
Adjusted Contract Total	$13,339,929.84	

Contract Change Order No. 2:

A. $3,120.96. Dewatering piping adjustment

Change Order No. 1 included two parts:

A) $100,000 in compensation to a local farmer to take possession of water discharged by Contractor's dewatering operations.

B) $15,000 as a contingency for Contractor's overhead, profit, and legal fees

The $15,000 contingency amount did not consider changes that would be needed to re-route the dewatering piping from the Harding Drain to the local farmer's standpipe. The cost for overhead, profit, legal fees, and piping

changes was $18,120.96, or $3,120.96 more than the contingency amount that was previously approved in Change Order No. 1.

B. $12,036.22. 6 in. outlets to recycled water customers

Two (2) land owners along Harding Road approached the Municipal Services Department with regards to purchasing recycled water from the City's bypass pipeline. Municipal Services has negotiated general terms of an agreement which involves installing a 6 inch diameter outlet on the pipe, a valve, valve box, and blind flange.

C. ($2,500). Carbon steel bell and spigot for microtunnel pipe instead of stainless steel

The supplier of the 48" diameter pipe installed under the TID canal at Prairie Flower Road supplied pipe with carbon steel bells and spigots instead of stainless steel bells and spigots as called for by the specifications. The contractor was allowed to install the carbon steel provided that a credit be given to the City. The agreed upon credit is $2,500.

D. $6,992.05. Upsize transformer pad and breakers

Over the next ten to thirty years, there may be a need to upsize the pumps that will be installed as part of this project as industry and population increases in the City. The City desires to provide a seamless transition to install pumps that can handle a higher flow rate in the future. A part of this involves assuring that the electrical service is equipped for this potential upgrade. This change order item increases the size of the concrete transformer pad as well and sizes the electrical breakers such that they would be compatible with a future 1,600 amp electrical service.

E. $8,537.99. Concrete lining at Harding Drain pipe crossing near Central Ave.

The 36" pipe crosses the Harding Drain in two locations. For the crossing near Central Avenue, the elevation of the bottom of the drain was lower than was shown in the project drawings, resulting in decreased cover over the pipe. TID had approved the crossing of the pipe through the Harding Drain on the condition that there would be adequate cover over the pipe. TID required lining the drain with concrete at this location given the changed condition and reduced pipe cover.

F. $2,017.62. Pump station door size changes

The door schedule included with the project plans included door sizes that were incorrect.

3. BASIS FOR RECOMMENDATION:

A) City Policy authorizes the City Engineer to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5%, and all other change orders must be approved by the City Council.

B) The items described in this change order are necessary as a result of a change in project conditions and/or project scope.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
iii. Wastewater
This project removes the City's treated wastewater from Harding Drain and provides the City with its own discharge to the San Joaquin River.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Construction contingencies are funded in the current budget year in line item number 415-51-538.51270, "Construction Project."

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

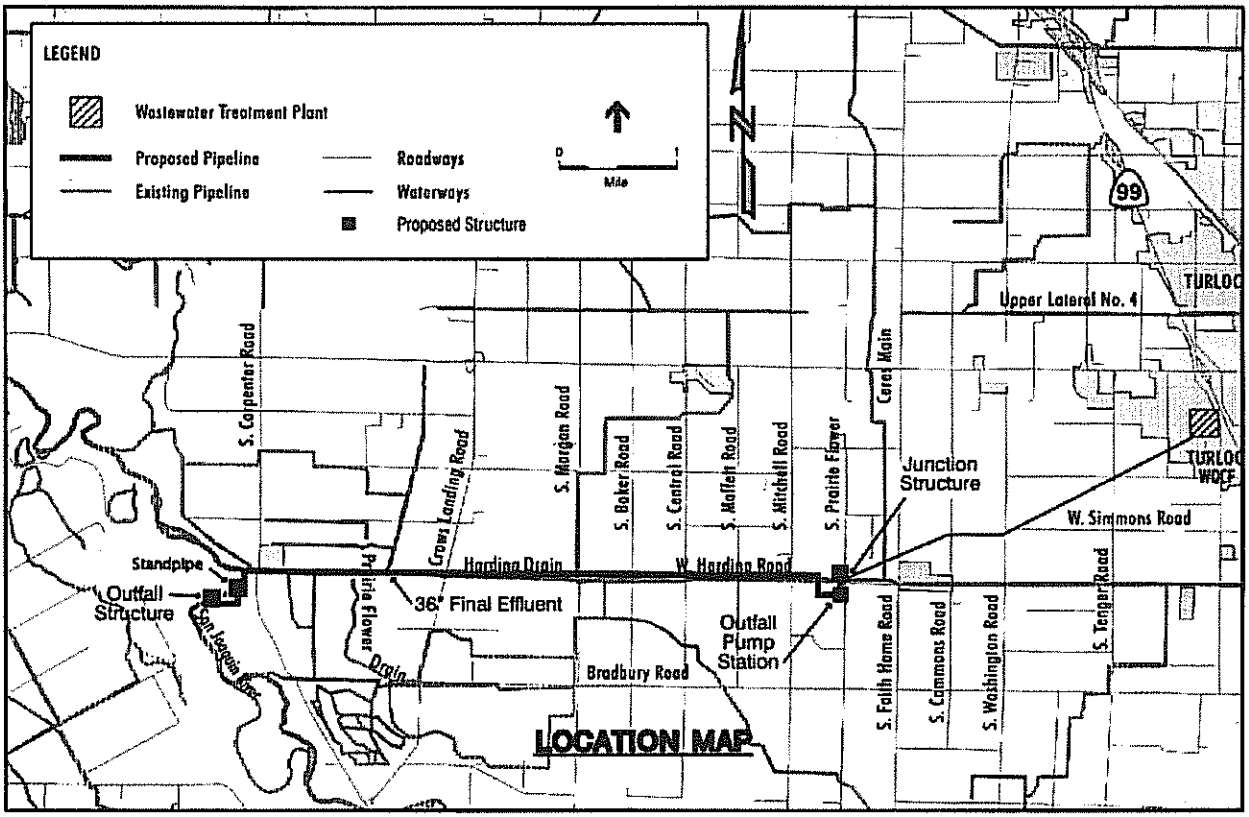
6. ENVIRONMENTAL DETERMINATION:

An Environmental Impact Report (EIR) was prepared and approved for this project. The City is required to hire a qualified wildlife biologist to perform a number of surveys, as per the environmental mitigation requirements identified in the EIR. The items included in this Change Order No. 2 have no bearing on the project EIR and do not require any special mitigation measures not already addressed in the EIR.

7. ALTERNATIVES:

Not approve Change Order No. 2. This option is not recommended because the items described in this change order are necessary as a result of a change in project conditions and/or project scope.

City Project No. 6859
Harding Drain Bypass Pump Station and Pipeline



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Sierra Mountain Construction, Inc.
16355 Yosemite Road
Sonora, CA 95370
415-896-2859

Change Order No. 2

Project Name:	Harding Drain Bypass Pump Station and Pipeline
Project No.:	6859
Awarded on:	March 27, 2012
Original Contract Amount:	$13,194,725.00
Increase to contract:	$30,204.84
Increase percentage:	0.2%
Increase of previous CCOs:	$115,000.00
Cumulative percentage:	1.1%
New Contract Total:	$13,339,929.84

Description of change order:

A) Dewatering piping changes. $3,120.96
B) Two (2) 6" flanged outlets for private water customers. $12,036.22
C) Carbon steel bell and spigot for microtunnel pipe instead of stainless steel. ($2,500). CREDIT
D) Upsize transformer pad and electrical breakers. $6,992.05
E) Concrete lining at Harding Drain pipe crossing near Central Ave. $8,537.99
F) Pump station door changes. $2,017.62

[X] ***Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council***

Approved: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

[ ] ***Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Approved: _____
Roy W. Wasden, City Manager — Date

[ ] ***Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Recommended: _____
Roy W. Wasden, City Manager — Date

Approval by City Council: _____

CONTRACT CHANGE ORDER

Date issued: 22-Oct-13 **Change Order No.:** 2
Project Name: Harding Drain Bypass Pump Station and Pipeline

Sierra Mountain Construction, Inc.
16355 Yosemite Road
Sonora, CA 95370

Project No.: 6859
Original Contract: $13,194,725.00
Contract Award Date: March 27, 2012

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM		Unit:	Quantity:	Unit Price:	Total:
A	Dewatering piping changes	LS	1	$3,120.96	$3,120.96
B	Two (2) 6" flanged outlets for private water customers	LS	1	$12,036.22	$12,036.22
C	Carbon steel bell and spigot for microtunnel pipe instead of stainless steel	LS	1	($2,500.00)	($2,500.00)
D	Upsize transformer pad and electrical breakers	LS	1	$6,992.05	$6,992.05
E	Concrete lining at Harding Drain pipe crossing near Central Ave.	LS	1	$8,537.99	$8,537.99
F	Pump Station door size changes	LS	1	$2,017.62	$2,017.62
			Total this CCO=		**$30,204.84**
The original contract sum =					**$13,194,725.00**
Net change by previous change orders =					**$115,000.00**
The contract sum will be (increased) by this Change Order =					**$30,204.84**
The new contract sum including this change order will be =					**$13,339,929.84**
Two (2) days of contract time will be added via this change order.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5H

Council Synopsis

October 22, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of two (2) 2014 Ford 1/2 ton super cab 2-WD pickup trucks from Patchetts Motors, Inc., of Turlock, California, for Development Services Department Building & Safety Division, in an amount not to exceed $50,903

2. DISCUSSION OF ISSUE:

Staff has identified the need to replace two (2) pickup trucks assigned to the Development Services Department, Building & Safety Division. Due to continuous repairs and maintenance, the vehicles have become increasingly costly to maintain. The replaced vehicles will be surplus, due to ongoing performance challenges and high maintenance costs.

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Purchasing Office solicited formal bids for ½ Ton Super Cab Pickup Trucks for Bid (RFB) 13-265 by publishing the formal bid notice in the local newspaper, the City's website and at City Hall bulletin board and contacting potential bidders by fax or email.

Five (5) vendors were solicited, a total of three (3) vendors submitted bids, two (2) of which were from local vendors within the City limits.. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this purchase. City staff and Purchasing evaluated the bids. Award bid recap is based on unit price, which includes tire recycle fee, doc fee, extended warranty, and sales tax shown below:

1) Patchetts Motors, Inc. of Turlock	$25,451
2) Bonander Cadillac GMC of Turlock	$29,083
3) Turlock Auto Plaza of Turlock	$35,420
4) Smith Chevrolet of Turlock	No Bid reply
5) McAuley Ford of Patterson	No Bid response

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

City staff recommendation is to award contract to the lowest responsive bidder meeting all specifications and requirements to Patchetts Motors, Inc., in an amount not to exceed $50,903.

Strategic Plan Initiative:
Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number:
241-00-000-227.44079 Asset Replacement Vehicles

Fiscal impact to above line number: $50,903

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the purchase of the replacement vehicles. However, staff does not recommend this as an alternative; the increase of responsibilities and lack of equipment would delay the level of service(s).

B. Retain the existing vehicle(s) and continue to fund the repairs and maintenance.

5I

Council Synopsis

October 22, 2013

From: Maryn Pitt, Assistant to the City Manager for Housing and Economic Development

Prepared by: Maryn Pitt, Assistant to the City manager for Housing and Economic Development

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving and supporting the request of the County of Stanislaus to expand the Stanislaus Enterprise Zone (Expansion #8)

2. DISCUSSION OF ISSUE:

In 2005, an Enterprise Zone was established in Stanislaus County that included portions of unincorporated Stanislaus County and portions of land in the Cities of Ceres, Modesto and Turlock. The Alliance has been designated the County – wide administrator of the Zone and a Memorandum of Understanding has been adopted regarding Enterprise Zone expansions. Since initial approval the Enterprise Zone has been amended three times to include additional areas. The County of Stanislaus would now like to add additional unincorporated area near the City of Hughson.

3. BASIS FOR RECOMMENDATION:

The Department of Housing and Community Development (HCD) has determined that in order for additional expansions to take place, all the cities within the Enterprise Zone must formally approve the expansion before application can be made to HCD. Additional acreage exists within the allowed expansion criteria of the Stanislaus Enterprise Zone. Staff believes it is appropriate to support potential job creation throughout the County by approving and supporting the other County and City's request for inclusion.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

Council could elect not to pass the Resolution, denying the entities such as Stanislaus County, Flory Industries, Interstate Trucking and Waterford Hulling the benefits of an Enterprise Zone.

STATE OF CALIFORNIA
ENTERPRISE ZONE MONTHLY REPORT
EZ-Remittance-7/08

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
ENTERPRISE ZONE PROGRAM

Stanislaus Enterprise Zone – Expansion 2013

Instructions: **Applicant to complete Sections 1, 2, & 3.** ***See Expansion Application Submission Guidelines*** **for further instructions.**

Section 1.	**Contact Information**	**Expansion Acreage**		
Enterprise Zone:	Stanislaus Enterprise Zone – Zone 40	Original Zone Acreage:		67508.98
Jurisdictions:	Cities of: Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, & Stanislaus County Unincorporated areas	Basis*		15% X 20% __
		Current Expansion Capacity		**1141.71** Acres
		Expansion Acreage Requested	*Industrial*	Acres
			Commercial	39.25 Acres
			Other	Acres
Contact Name:	Rey Campanur		**TOTAL**	39.25 Acres
Telephone Number:	209.567.4940	New Cumulative Zone Acreage		76532.87 Acres
Proposed Expansion Name:	Flory Industries	Balance (Remaining Capacity)		1102.46 Acres
Expansion Type:	***Intra-jurisdictional Expansion:*** ☐ Contiguous X Non-Contiguous	***Inter-jurisdictional Expansion:*** ☐ Adding a contiguous jurisdiction ☐ Using a right-of-way to establish contiguity.		

Section 2.	**Required Documentation**		
Exhibit Name	***Document***		***(Optional) Applicant Comments***
Exhibit A	**Cover Letter**		
Exhibit B	**Certified Resolution or Ordinance** *(Jurisdiction Name)* *(Resolution #)*		
Exhibit C	**Map**		
Exhibit D	**Infrastructure Assessment**		
Exhibit E	**Street Range Listing**		
Exhibit F	**Boundary Description**	× Digitized Map ☐ Description	
Exhibit G (if applicable)	***Intra-jurisdictional*** **Non-Contiguous Justification**	× Exhibit G1	
	Inter-jurisdictional **Right-of-way Description**	☐ Exhibit G2	

* Basis: If the original enterprise zone area is no greater than 13 square miles (8,320 acres), the zone may be expanded by 20%.

Expansion Application (cont)

Section 3 Instructions: For each expansion identify the number of acres and the number of existing businesses within the proposed expansion area.

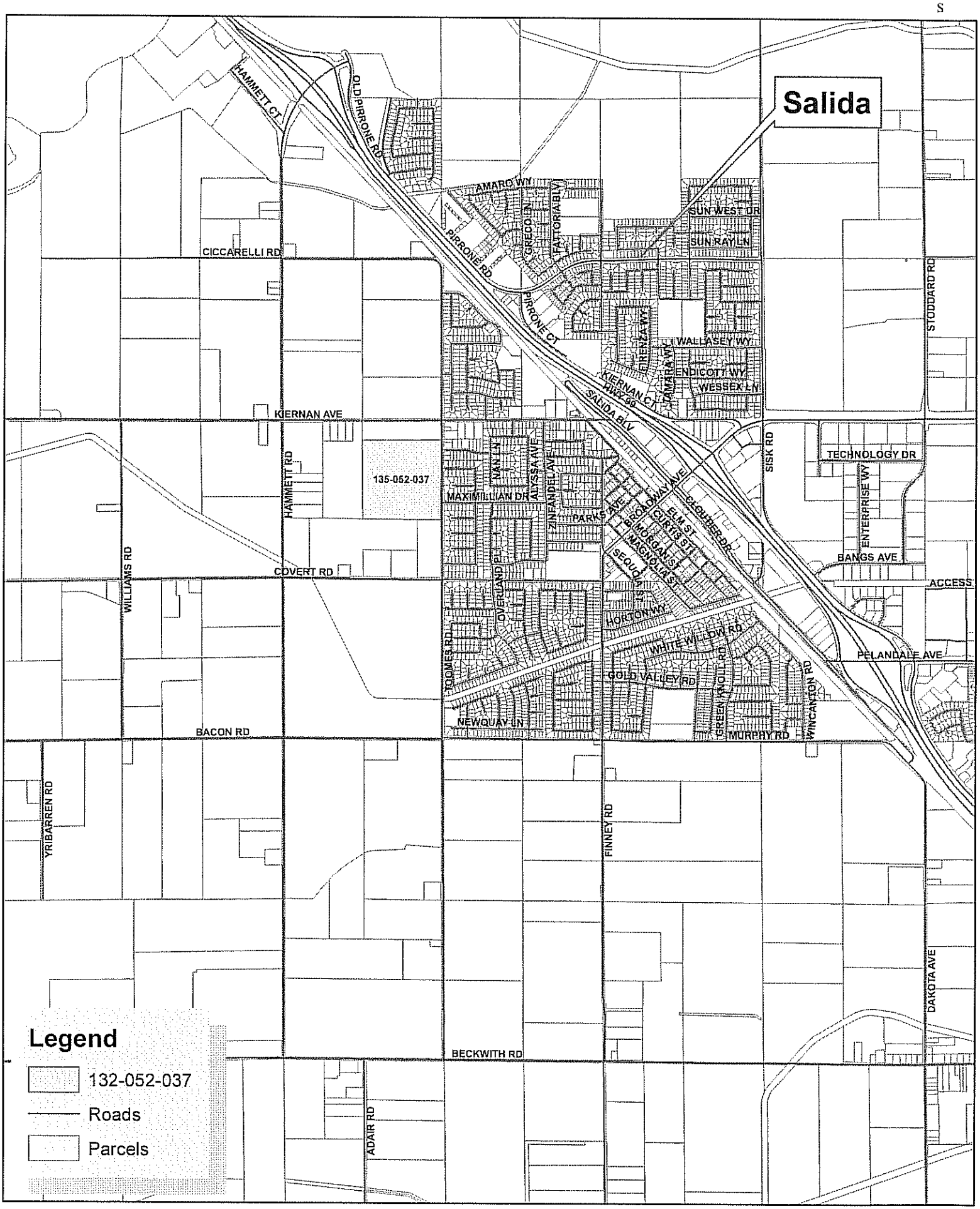
Section 3. Expansion History						
Original Zone Acreage: 67508.98					*Original Expansion Capacity (acres): 10126.35*	
Exp #	*Expansion Name*	*Expansion Acreage Requested 39.25*			*Effective Date*	*Balance (Remaining Acres)*
		Number of Businesses				
		Industrial	*Commercial*	*Total*		
40-13	Flory Industries		1	1	2013	1102.46

I have approved the information contained in this expansion application. I understand that the effective date of the expansion will be the date the expansion approval letter is mailed by the Department.

Enterprise Zone Signatory Date

1,300 650 0 1,300 Feet

135-052-037



Legend

- 132-052-037
- Roads
- Parcels

STATE OF CALIFORNIA
ENTERPRISE ZONE MONTHLY REPORT
EZ-Remittance-7/08

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
ENTERPRISE ZONE PROGRAM

Stanislaus Enterprise Zone –Expansion 2013

Instructions: Applicant to complete Sections 1, 2, & 3. *See Expansion Application Submission Guidelines* for further instructions.

Section 1.	**Contact Information**	**Expansion Acreage**		
Enterprise Zone:	Stanislaus Enterprise Zone – Zone 40	Original Zone Acreage:		67508.98
Jurisdictions:	Cities of: Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, & Stanislaus County Unincorporated areas	Basis*		15% X 20%
		Current Expansion Capacity		**1152.78** Acres
		Expansion Acreage Requested	*Industrial*	Acres
			Commercial	11.07 Acres
			Other	Acres
			TOTAL	11.07 Acres
Contact Name:	Rey Campanur			
Telephone Number:	209.567.4940	New Cumulative Zone Acreage		76493.62 Acres
Proposed Expansion Name:	Interstate Truck Center	Balance (Remaining Capacity)		1141.71 Acres
Expansion Type:	***Intra-jurisdictional Expansion:*** ☐ Contiguous × Non-Contiguous	***Inter-jurisdictional Expansion:*** ☐ Adding a contiguous jurisdiction ☐ Using a right-of-way to establish contiguity.		

Section 2.	**Required Documentation**		
Exhibit Name	***Document***		***(Optional) Applicant Comments***
Exhibit A	**Cover Letter**		
Exhibit B	**Certified Resolution or Ordinance** (*Jurisdiction Name*) (*Resolution #*)		
Exhibit C	**Map**		
Exhibit D	**Infrastructure Assessment**		
Exhibit E	**Street Range Listing**		
Exhibit F	**Boundary Description**	× Digitized Map ☐ Description	
Exhibit G (if applicable)	***Intra-jurisdictional*** **Non-Contiguous Justification**	X Exhibit G1	
	Inter-jurisdictional **Right-of-way Description**	☐ Exhibit G2	

* Basis: If the original enterprise zone area is no greater than 13 square miles (8,320 acres), the zone may be expanded by 20%.

Expansion Application (cont)

Section 3 Instructions: For each expansion identify the number of acres and the number of existing businesses within the proposed expansion area.

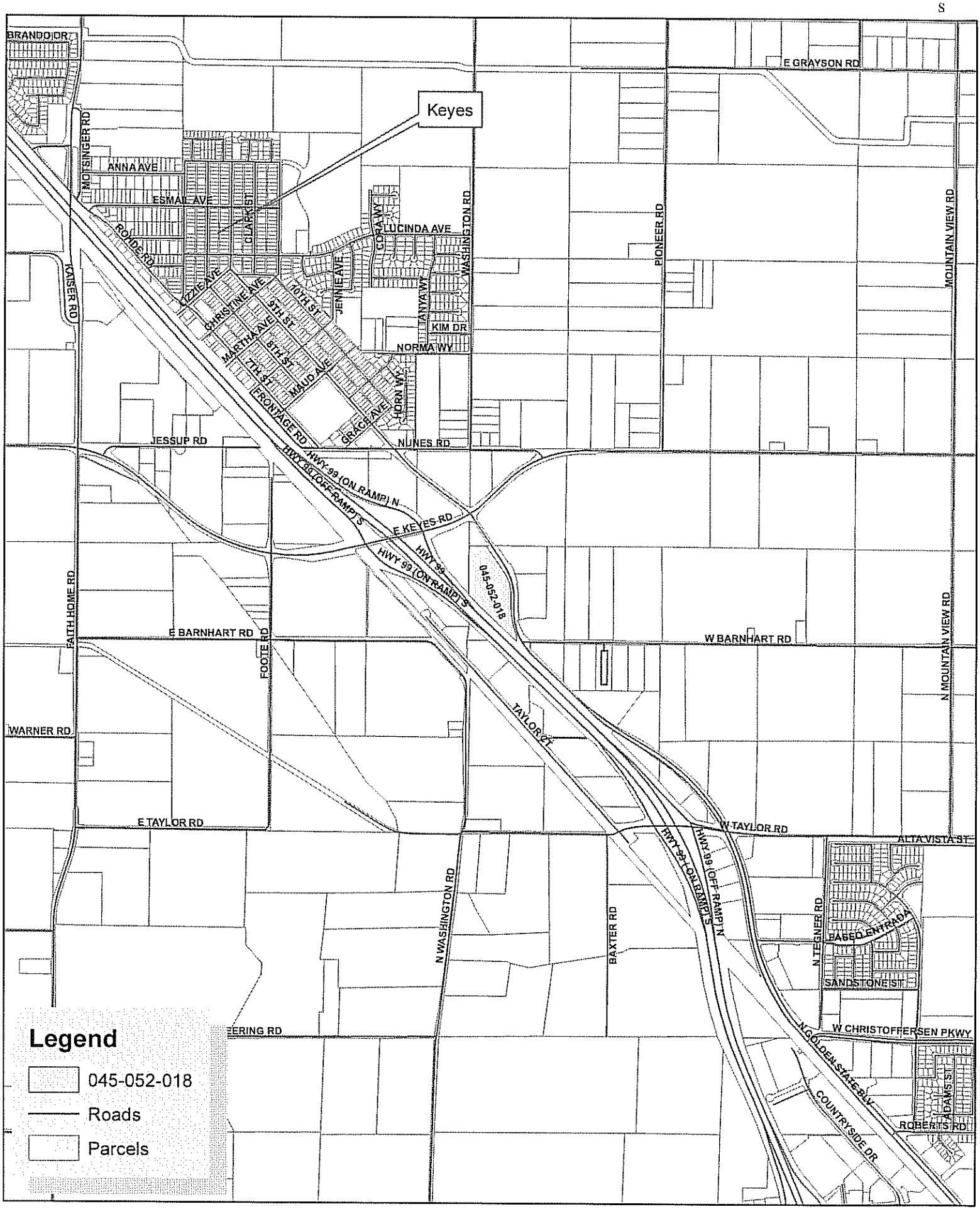
Section 3. Expansion History						
Original Zone Acreage: 67508.98					*Original Expansion Capacity (acres): 10126.35*	
Exp #	*Expansion Name*	*Expansion Acreage Requested 11.07* / *Number of Businesses*			*Effective Date*	*Balance (Remaining Acres)*
		Industrial	*Commercial*	*Total*		
40-12	Interstate Truck Center		1	1	2013	1141.71

I have approved the information contained in this expansion application. I understand that the effective date of the expansion will be the date the expansion approval letter is mailed by the Department.

Enterprise Zone Signatory Date

1,100 550 0 1,100 Feet

045-052-018



STATE OF CALIFORNIA
ENTERPRISE ZONE MONTHLY REPORT
EZ-Remittance-7/08

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
ENTERPRISE ZONE PROGRAM

Stanislaus Enterprise Zone – Expansion 2013

Instructions: **Applicant to complete Sections 1, 2, & 3.** ***See Expansion Application Submission Guidelines*** **for further instructions.**

Section 1.	**Contact Information**	**Expansion Acreage**		
Enterprise Zone:	Stanislaus Enterprise Zone – Zone 40	Original Zone Acreage:		67508.98
Jurisdictions:	Cities of: Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, & Stanislaus County Unincorporated areas	Basis*		15% X 20% __
		Current Expansion Capacity		**1102.46** Acres
		Expansion Acreage Requested	*Industrial*	Acres
			Commercial	33.28 Acres
			Other	Acres
Contact Name:	Rey Campanur		**TOTAL**	33.28 Acres
Telephone Number:	209.567.4940	New Cumulative Zone Acreage		76566.15 Acres
Proposed Expansion Name:	Waterford Almond Huller & Sheller	Balance (Remaining Capacity)		1069.18 Acres
Expansion Type:	***Intra-jurisdictional Expansion:*** ☐ Contiguous X Non-Contiguous	***Inter-jurisdictional Expansion:*** ☐ Adding a contiguous jurisdiction ☐ Using a right-of-way to establish contiguity.		

Section 2.	**Required Documentation**		
Exhibit Name	***Document***		***(Optional) Applicant Comments***
Exhibit A	**Cover Letter**		
Exhibit B	**Certified Resolution or Ordinance** *(Jurisdiction Name)* *(Resolution #)*		
Exhibit C	**Map**		
Exhibit D	**Infrastructure Assessment**		
Exhibit E	**Street Range Listing**		
Exhibit F	**Boundary Description**	X Digitized Map	
		☐ Description	
Exhibit G (if applicable)	***Intra-jurisdictional*** **Non-Contiguous Justification**	× Exhibit G1	
	Inter-jurisdictional **Right-of-way Description**	☐ Exhibit G2	

* Basis: If the original enterprise zone area is no greater than 13 square miles (8,320 acres), the zone may be expanded by 20%.

Expansion Application (cont)

Section 3 Instructions: For each expansion identify the number of acres and the number of existing businesses within the proposed expansion area.

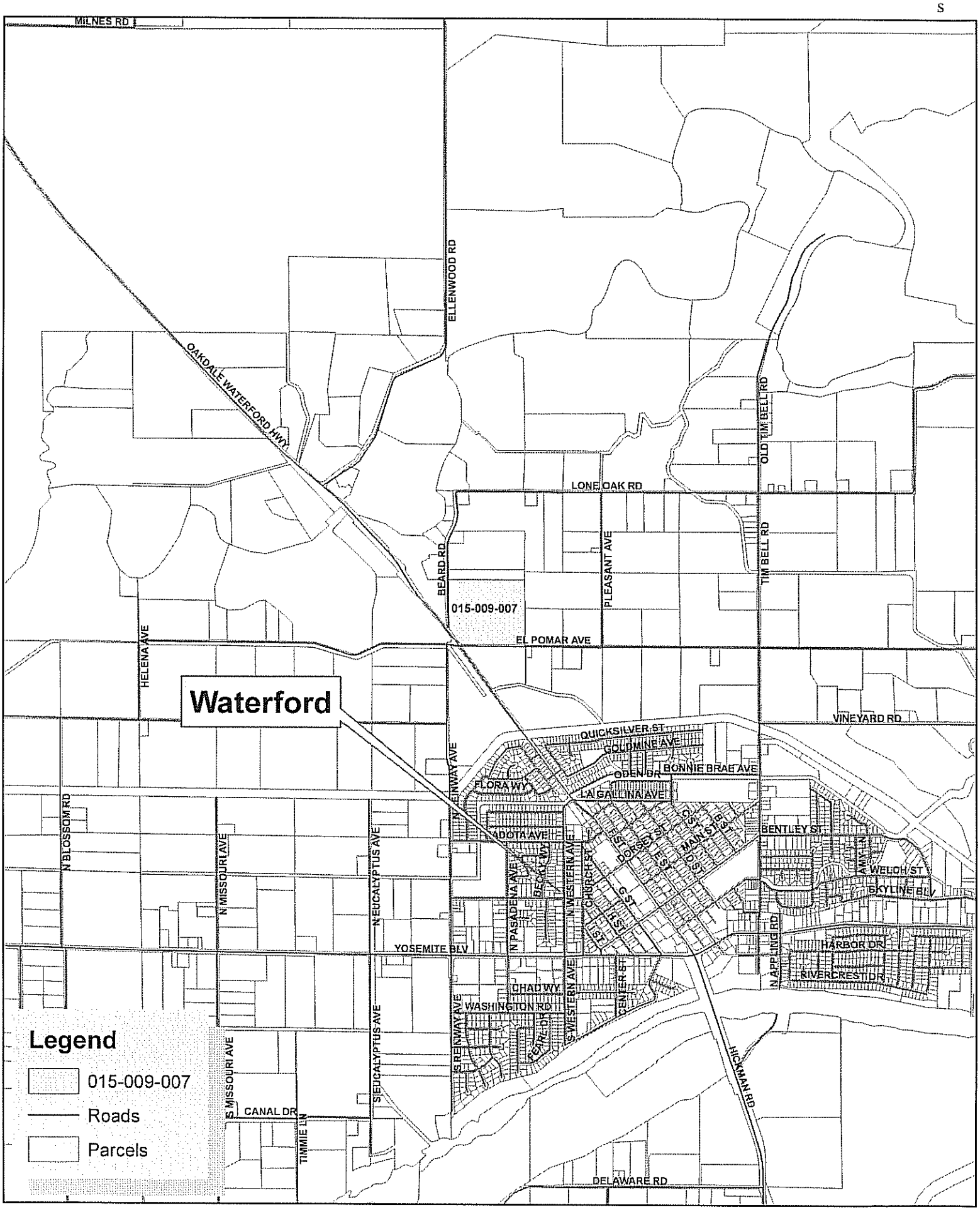
Section 3. Expansion History						
Original Zone Acreage: 67508.98					*Original Expansion Capacity (acres): 10126.35*	
Exp #	*Expansion Name*	*Expansion Acreage Requested 33.28*			*Effective Date*	*Balance (Remaining Acres)*
		Number of Businesses				
		Industrial	*Commercial*	*Total*		
40-14	Waterford Almond Huller & Sheller		1	1	2013	1069.18

I have approved the information contained in this expansion application. I understand that the effective date of the expansion will be the date the expansion approval letter is mailed by the Department.

Enterprise Zone Signatory Date

1,300 650 0 1,300 Feet

015-009-007



Stanislaus Enterprise Zone – Expansion 2013

Instructions: Applicant to complete Sections 1, 2, & 3. *See Expansion Application Submission Guidelines* for further instructions.

Section 1. Contact Information		Expansion Acreage		
Enterprise Zone:	Stanislaus Enterprise Zone – Zone 40	Original Zone Acreage:		67508.98
Jurisdictions:	Cities of: Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, & Stanislaus County Unincorporated areas	Basis*		15% X 20% __
		Current Expansion Capacity		**1069.18** Acres
		Expansion Acreage Requested	*Industrial*	Acres
			Commercial	50.85 Acres
			Other	Acres
			TOTAL	50.85 Acres
Contact Name:	Rey Campanur			
Telephone Number:	209.567.4940	New Cumulative Zone Acreage		76, 667.88 Acres
Proposed Expansion Name:	Salida Business Park	Balance (Remaining Capacity)		1018.33 Acres
Expansion Type:	***Intra-jurisdictional Expansion:*** ☐ Contiguous × Non-Contiguous	***Inter-jurisdictional Expansion:*** ☐ Adding a contiguous jurisdiction ☐ Using a right-of-way to establish contiguity.		

Section 2. Required Documentation			
Exhibit Name	***Document***		***(Optional) Applicant Comments***
Exhibit A	**Cover Letter**		
Exhibit B	**Certified Resolution or Ordinance** *(Jurisdiction Name)* *(Resolution #)*		
Exhibit C	**Map**		
Exhibit D	**Infrastructure Assessment**		
Exhibit E	**Street Range Listing**		
Exhibit F	**Boundary Description**	× Digitized Map	
		☐ Description	
Exhibit G (if applicable)	***Intra-jurisdictional*** **Non-Contiguous Justification**	X Exhibit G1	
	Inter-jurisdictional **Right-of-way Description**	☐ Exhibit G2	

* Basis: If the original enterprise zone area is no greater than 13 square miles (8,320 acres), the zone may be expanded by 20%.

Expansion Application (cont)

Section 3 Instructions: For each expansion identify the number of acres and the number of existing businesses within the proposed expansion area.

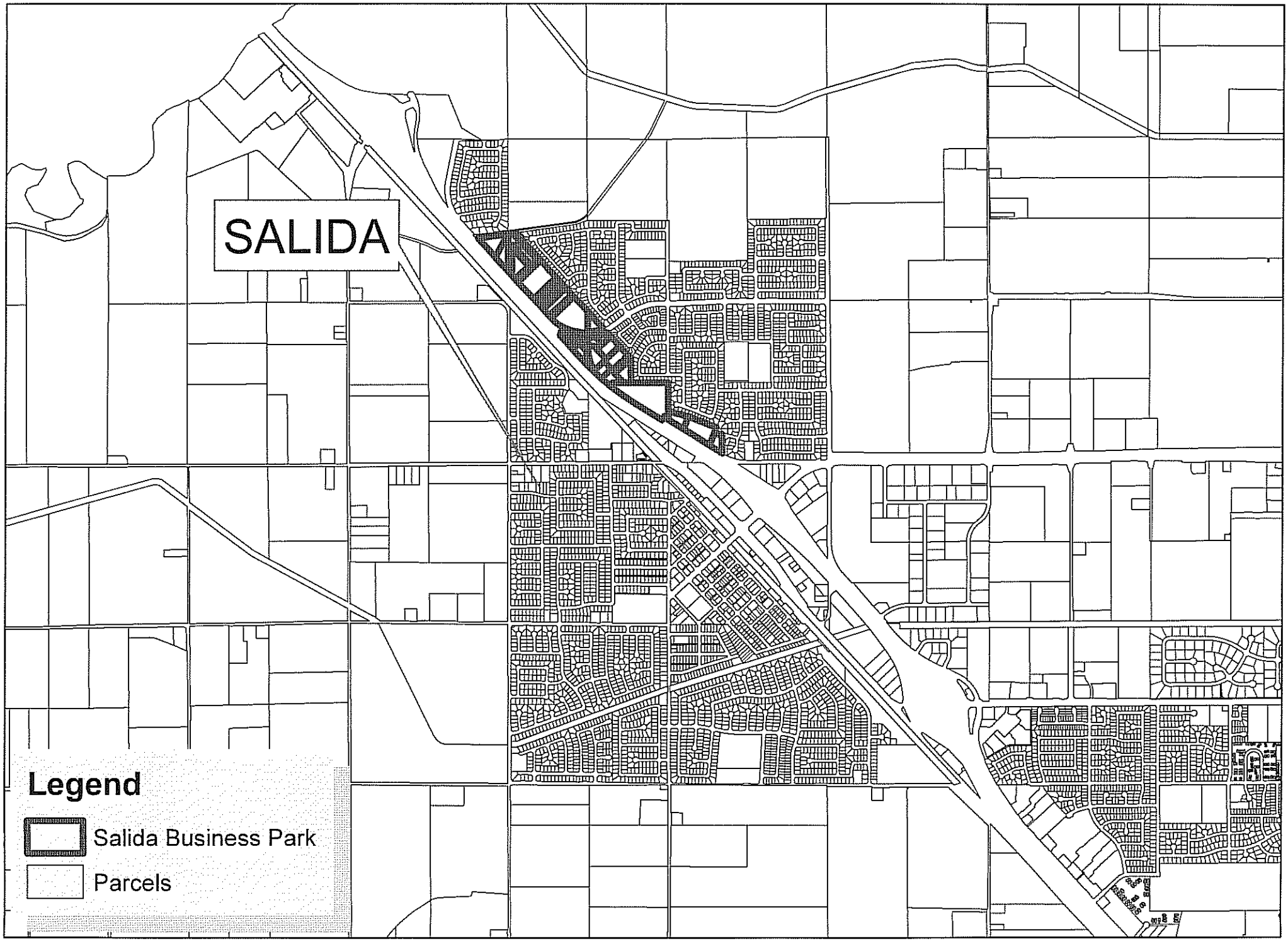
Section 3. Expansion History						
Original Zone Acreage: 67508.98					*Original Expansion Capacity (acres): 10126.35*	
Exp #	*Expansion Name*	*Expansion Acreage Requested 50.85*			*Effective Date*	*Balance (Remaining Acres)*
		Number of Businesses				
		Industrial	*Commercial*	*Total*		
40-15	Salida Business Park		48	48	2013	1018.33

I have approved the information contained in this expansion application. I understand that the effective date of the expansion will be the date the expansion approval letter is mailed by the Department.

Enterprise Zone Signatory Date

2,300 1,150 0 2,300 Feet

Salida Business Park (50.85 Ac)



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AND SUPPORTING THE REQUEST OF THE COUNTY OF STANISLAUS TO EXPAND THE STANISLAUS ENTERPRISE ZONE (EXPANSION #8)	**RESOLUTION NO. 2013-**

WHEREAS, the County of Stanislaus currently has an enterprise zone that was established on November 16, 2005 and has jurisdiction over the existing zone, as well as the proposed expansion area; and

WHEREAS, existing law allows an enterprise zone to expand its geographic boundaries by up to a maximum of 15% of the original zone boundaries; and

WHEREAS, the Stanislaus Enterprise Zone is comprised of roughly 76, 500 acres; and

WHEREAS, Stanislaus County wishes to expand the boundaries of their enterprise zone by 134.45 acres; and

WHEREAS, land included within the proposed expansion area is zoned for industrial or commercial use; and

WHEREAS, basic infrastructure is available to the areas that would be included in the proposed expansion area; and

WHEREAS, the County of Stanislaus will provide the same or equivalent local incentives in the expansion areas as provided to the existing enterprise zone; and

WHEREAS, the County of Stanislaus will submit a written request as required to the California Department of Housing & Community Development to have their respective enterprise zone boundaries expanded.

NOW, THEREFORE, BE IT RESOLVED that the County of Stanislaus desires to expand the geographic boundaries of their enterprise zone by a total of 134.45 acres and that the City Council of the City of Turlock does hereby approve this expansion request and directs the Stanislaus Economic Development and Workforce Alliance, as the Stanislaus EZ Administrator, to submit the written request and required accompanying documentation to expand the enterprise zone for the County of Stanislaus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County Of Stanislaus,
State of California

5J

Council Synopsis

October 22, 2013

From: Maryn Pitt, Assistant to the City Manager for Housing and Economic Development

Prepared by: Maria Ramos, Community Housing Program Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an amendment to the 2010-14 Consolidated Plan, authorizing the submission of a substantial amendment to HUD, which amends the former adopted strategy by incorporating the HUD required recapture and resale provision language

2. DISCUSSION OF ISSUE:

The City of Turlock/Stanislaus Urban County HOME Consortium is a participating jurisdiction (PJ) and recipient of funds through the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership (HOME) program. HOME funds are used to support acquisition, construction or rehabilitation of rental or homeownership housing, homebuyer assistance, and tenant-based rental assistance. Further, all HOME-assisted housing is subject to either resale or recapture provisions as set forth in CFR 92.254.

The purpose of establishing a resale or recapture policy is to ensure that housing that is subsidized by the City of Turlock/Stanislaus Urban County HOME Consortium with HOME funds remains affordable over time. The difference of each provision is the following:

1) Resale: The house must be sold to another income-eligible homebuyer- this is addressed in HUD's resale provisions at 24CFR 92.254(a)(i); or

2) Recapture: Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability at 24 CFR 92.254(a)(ii).

The City of Turlock and the Turlock/Stanislaus Urban County HOME Consortium elected to use a Recapture option. The HUD Field Office recommended changes to the City's Recapture Policy as submitted in the FY2010-2014 Consolidated Plan to ensure the City of Turlock's policy's aligned with the newly issued HUD Community Planning and Development (CPD) Notice.

The following text was inadvertently omitted and is to be inserted on page 80 of the 2010-2014 Consolidated Plan:

> The Turlock/ Stanislaus Urban County HOME Consortium may use HOME Program funds to provide homeownership assistance. The forms of subsidy to be used to assist homebuyers and/or developers include down payment assistance, interest subsidy, development cost subsidy, direct loan, project grant, or some combination of these methods.

Period of Affordability

For homebuyer and rental projects, the length of affordability period depends on the amount of HOME assistance to the project or buyer and the nature of the activity funded. Consistent with 24 CFR Part 92.254(a)(4), the following minimum period of affordability shall be enforced:

HOME assistance per unit or Buyer	*Minimum Period of Affordability*
Under $15,000	5 years
$15,000 to $40,000	10 years
Over $40,000 or rental rehabilitation involving refinancing	15 years
New construction or acquisition of newly constructed rental housing	20 years

The Turlock/Stanislaus Urban County HOME Consortium members will continue to use HOME funds to provide affordable housing opportunities to its low income populations. When using HOME funds, the Turlock/Stanislaus Urban County HOME Consortium members will use the Recapture provision. The HOME statute specifies that under recapture provisions, the participating jurisdiction (PJ) must recapture the HOME investment from available net proceeds in order to assist other HOME-eligible families.

PJ Recaptures Direct HOME Subsidy.

Turlock/Stanislaus County HOME Consortium recaptures the entire amount of the direct HOME subsidy provided to the homebuyer. In cases where the net proceeds available at the time of sale or foreclosure are insufficient to recapture the entire direct HOME subsidy and interest, the Turlock/Stanislaus County HOME Consortium is not required to repay the difference between the total direct HOME subsidy. It may accept a share of the net proceeds (sales price minus loan repayment {other than HOME funds under this Loan}) and closing costs as full satisfaction of the obligation. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME investment}}{\text{HOME investment + Maker investment}} \times \text{Net proceeds} = \text{HOME amount to be repaid}$$

Maker investment X Net proceeds = amount to Maker
HOME investment + Maker investment

Mortgage Release
Upon receipt of recaptured funds, Turlock/Stanislaus County HOME Consortium member or its designee shall file a "Release" document with the Stanislaus County Recorder's Office to release the original HOME-assisted homebuyer from the requirements of the mortgage or other similar mechanism.

Repayments
Recaptured funds may be retained by the respective HOME Consortium member recovering the recaptured funds. Recaptured funds may only be used for HOME eligible activities, excluding program administration. Recaptured funds must be reported to the City of Turlock as the Lead Agency of the Turlock/Stanislaus County HOME Consortium.

3. BASIS FOR RECOMMENDATION:

A. A Substantial Amendment is subject to the Citizen Participation process, which requires formal action by the City Council.

B. All HOME-assisted homebuyer housing is subject to either resale or recapture provisions as set forth in CFR 92.254 and the provision selected by the Participating Jurisdiction must be included in the Consolidated Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the current budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

No environmental determination required.

7. ALTERNATIVES:

City Council can choose not to authorize the addition of the omitted text into the 2010-2014 Consolidated Plan, but will be out of compliance for the HOME regulations. The City of Turlock and the Turlock/Stanislaus County HOME Consortium members run the risk of repayments to HUD, on any loans where the persons who received the assistance were unable to meet the affordability periods.

Attachment A

CITY OF TURLOCK
2010-2014 CONSOLIDATED PLAN AMENDMENT
TO INSERT OMITTED LANGUAGE WITH REGARD TO RECAPTURE AND RESALE PROVISIONS USING HOME FUNDS

October 21, 2013

Amendments to the Consolidated Plan

From time-to-time, it may be necessary for the City to process a "Substantial Amendment" to the Five Year Consolidated Plan or the One Year Action Plans to allow for new CDBG, HOME, or newly funded activities; changes in priorities and method of distribution; change the purpose, scope, location, or beneficiaries of an activity; modification of existing activities; or other CPD program administrative actions.

Any proposed amendment that is considered a "Substantial Amendment" is subject to the Citizen Participation process, requires formal action by the City Council, and approval by HUD. A thirty (30) day comment period is provided to the public to review and comment on the proposed substantial amendments. The City will consider all comments or views received from the public concerning proposed substantial amendments in accordance with 24 CFR 91.105 (c) (3). A summary of these comments and views, including comments or views not accepted (and the reason why) shall be attached to the substantial amendment.

In the case of the Consolidated Plan / Annual Action Plan, HUD is notified of the amendment following City Council approval. For any program amended, verbal and written citizen comments will be summarized and submitted to HUD along with the City of Turlock's response to each.

The City of Turlock is required by HUD [24 CFR 91.505 (b)] to identify the criteria to be used in determining if a proposed action will be considered a "Substantial Amendment". The following criteria will be used by the City:

Substantial Amendments

1. Addition of a new activity or project not previously described in its Consolidated or Action Plan
2. Deletion of an activity or project previously described in its Consolidated or Action Plan
3. Change in the purpose, scope, location or beneficiaries of an activity or project previously described in its Consolidated or Action Plan
4. Change in the use of CDBG and or HOME funds from one eligible activity or project to another previously described in its Consolidated or Action Plan
5. Change in an activity or project (previously described in its Consolidated or Action Plan)
6. Change in the proposed receipt or expenditure of a single funding source by five percent (5%).

Background

The City of Turlock/ Stanislaus Urban County HOME Consortium is a participating jurisdiction (PJ) and recipient of funds through the U.S. Department of Housing and Urban Development

(HUD) HOME Investment Partnership (HOME) program. HOME funds are used to support acquisition, construction or rehabilitation of rental or homeownership housing, homebuyer assistance, and tenant-based rental assistance. Further, all HOME-assisted homebuyer housing is subject to either resale or recapture provisions as set forth in CFR 92.254.

The purpose of establishing a resale or recapture policy is to ensure that housing that is subsidized by the City of Turlock/Stanislaus Urban County HOME Consortium with HOME funds remains affordable over time, referred to as the affordability period. HUD allows PJs to do this in one of two ways when a subsidized house is sold during the affordability period:

1) Resale: The house must be sold to another income-eligible homebuyer- this is addressed in HUD's resale provisions at 24CFR 92.254(a)(i); or
2) Recapture: Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability at 24 CFR 92.254(a)(ii).

When using HUD's rules for recapture, if the seller receives net proceeds in excess of the City's HOME investment, the excess funds go to the seller. If net proceeds are insufficient to cover repayment of HOME funds invested, the City will only receive the amount of net proceeds available from the sale.

The resale or recapture provisions are imposed through a written agreement with the homebuyer, and enforced via lien, deed restrictions, or covenants running with the land. The provision is triggered by any sale, transfer of title, either voluntary or involuntary, conversion to a rental unit or no longer occupied by the owner during the established HOME period of affordability.

Each PJ must establish its resale or recapture provision in writing and submit the provision to HUD for approval. The City of Turlock and the Turlock/Stanislaus Urban County HOME Consortium elected to use a Recapture option in order to recapture the invested HOME funds and submitted it as part of the Annual Action Plan for review and approval by the HUD Field Office. The HUD Field Office recommended changes to the City's Recapture Policy as submitted in the FY2010-2014 Consolidated Plan to ensure the City of Turlock's policy's aligned with the newly issued HUD Community Planning and Development (CPD) Notice issued January 2012, Guidance on Resale and Recapture Provision Requirements under the HOME Program.

Summary of Changes

The following text was inadvertently omitted and is to be inserted on page 80, immediately following the Stanislaus County program bullet points, Specific Housing Objectives (91.215 (b) of the 2010-2014 Consolidated Plan:

The Turlock/ Stanislaus Urban County HOME Consortium may use HOME Program funds to provide homeownership assistance. The forms of subsidy to be used to assist homebuyers and/or developers include down payment assistance, interest subsidy, development cost subsidy, direct loan, project grant, or some combination of these methods.

Period of Affordability

For homebuyer and rental projects, the length of affordability period depends on the amount of HOME assistance to the project or buyer and the nature of the activity funded. Consistent with 24 CFR Part 92.254(a)(4), the following minimum period of affordability shall be enforced:

HOME assistance per unit or Buyer	*Minimum Period of Affordability*
Under $15,000	5 years
$15,000 to $40,000	10 years
Over $40,000 or rental rehabilitation involving refinancing	15 years
New construction or acquisition of newly constructed rental housing	20 years

The Turlock/Stanislaus Urban County HOME Consortium members will continue to use HOME funds to provide affordable housing opportunities to its low income populations. When using HOME funds, the Turlock/Stanislaus Urban County HOME Consortium members will use the Recapture provision. The HOME statute specifies that under recapture provisions, the participating jurisdiction (PJ) must recapture the HOME investment from available net proceeds in order to assist other HOME-eligible families.

PJ Recaptures Direct HOME Subsidy.

Turlock/Stanislaus County HOME Consortium recaptures the entire amount of the direct HOME subsidy provided to the homebuyer. In cases where the net proceeds available at the time of sale or foreclosure are insufficient to recapture the entire direct HOME subsidy and interest, the Turlock/Stanislaus County HOME Consortium is not required to repay the difference between the total direct HOME subsidy. It may accept a share of the net proceeds (sales price minus loan repayment {other than HOME funds under this Loan}) and closing costs as full satisfaction of the obligation. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME investment}}{\text{HOME investment + Maker investment}} \times \text{Net proceeds} = \text{HOME amount to be repaid}$$

$$\frac{\text{Maker investment}}{\text{HOME investment + Maker investment}} \times \text{Net proceeds} = \text{amount to Maker}$$

Mortgage Release

Upon receipt of recaptured funds, Turlock/Stanislaus County HOME Consortium member or its designee shall file a "Release" document with the Stanislaus County Recorder's Office to release the original HOME-assisted homebuyer from the requirements of the mortgage or other similar mechanism.

Repayments

Recaptured funds may be retained by the respective HOME Consortium member recovering the recaptured funds. Recaptured funds may only be used for HOME eligible activities, excluding program administration. Recaptured funds must be reported to the City of Turlock as the Lead Agency of the Turlock/Stanislaus County HOME Consortium.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE AMENDMENT TO THE 2010-14 CONSOLIDATED PLAN, AUTHORIZING THE SUBMISSION OF A SUBSTANTIAL AMENDMENT TO HUD, WHICH AMENDS THE FORMER ADOPTED STRATEGY BY INCORPORATING THE HUD REQUIRED RECAPTURE AND RESALE PROVISION LANGUAGE	RESOLUTION NO. 2013-

WHEREAS, the City of Turlock receives Federal grant funds from the United States Department of Housing and Urban Development (HUD) for affordable housing and related activities within the City of Turlock; and

WHEREAS, the City of Turlock has entered into a consortium with the cities of Ceres, Newman, Oakdale, Patterson, Waterford and the County of Stanislaus to become a Participating Jurisdiction under the HOME Investment Partnership Program (HOME); and

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for CDBG and HOME funds; and

WHEREAS, the Consolidated Plan is a five-year strategy to address community needs as identified by staff and community residents; and

WHEREAS, the City of Turlock is required to submit a substantial amendment when there is a change to the current five-year Consolidated Plan; and

WHEREAS, the City of Turlock, will be incorporating the HUD required Recapture and Resale provision language not identified in the current Consolidated Plan; and

WHEREAS, HUD requires the amending of the Consolidated Plan be amended through a public participation process including public hearings, a comment period and Council action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Approve the proposed amendment contained in Exhibit A to the 2010-14 City of Turlock/Stanislaus County Consolidated Plan.

2. Authorize the submission of the Recapture and Resale provision language to HUD.

3. Authorize the City Manager, or designee, to execute any and all documents in relation to the Consolidated Plan amendment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013 by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

5K

Council Synopsis

October 22, 2013

From: Robert Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the purchase of four (4) partially funded 2014 Ford Fusion plug-in hybrid vehicles with grant funding reimbursement of $20,000 per vehicle, of the approximate $41,321 total per vehicle cost

Resolution: Appropriating $193,011.92 to account number 506-000-000-213.51020 "Vehicle Replacement–Police" for the purchase of scooters and vehicles, with grant funding of $98,861.92 from the San Joaquin Valley Air Pollution Control District and a transfer of $94,150 from Fund 112 "General Fund Reserve for Capital Purchases"

2. DISCUSSION OF ISSUE:

On March 27, 2012, Council authorized the application of a SJVAPCD grant for alternative fuel vehicles. That application was submitted as directed.

In April of 2013, staff was contacted by SJVAPCD asking for an updated/supplemental application for the grant. The grant requirements had changed in the interim and hybrid vehicle authorizations demanded plug-in models. Our request had included four (4) hybrid Ford Fusions, but not plug-in models. The supplemental forms were completed as directed.

On May 22, 2013, Council authorized the acceptance of the $98,861.92 grant and directed staff to purchase the four (4) TRIKKE electric scooters and four (4) 2013 Ford Fusion plug-in hybrid vehicles listed in the grant application. The cost of the electric scooters was to be completely reimbursed while the Ford Fusions were to be reimbursed through the SJVAPCD at $20,000 per vehicle (a total cost to the City of $11,188 per vehicle). The funding agreement process was completed on June 26, 2013.

The scooters were purchased and are already in possession of the Police Department, with the reimbursement in process.

An issue arose, however, with the Ford Fusion vehicles. The $31,188 per vehicle quote expired during the grant acquisition process. When staff attempted to purchase the cars, a new State bid quote was obtained. There were no longer any 2013 models available through State bid; therefore 2014 models had to be purchased. SJVAPCD authorized the model year change but warned that a model deviation to any other model would require a new application process. They advised a model year change is common due to the time required of an application process.

The 2014 Ford Fusion plug-in hybrid models have a $4,622 increased cost over the 2013 models. The increased cost has much to do with an upgraded charging system required in the 2014 models.

In addition to the increased cost per model there are additional costs associated with any standard vehicle purchase for the City. These additional items include: two (2) additional micro chipped keys per vehicle, standard (5) Year/100,000 mile extended warranties, the purchase of a CD ROM version of the Shop Service Manual for our City vehicle maintenance staff, and transferring the emergency light and sirens from existing vehicles to the new vehicles. The following details these total costs plus tax, documentation fees and shipping.

Qty	Description	Unit Cost	Total Cost
8	Extra Keys (2 per vehicle)	$195	$1,560
4	Extra Care 5 YR/100,000 Mile $0 Deductible	$1,632	$6,528
1	Shop Service Manual (CD ROM)	$279	$279
	Sales Tax	$2,891	$11,564
4	Doc Fee	$80	$320
1	Shipping	$600	$600
4	Light/Siren Conversion Packages (Approximate)	$2,500	$10,000
1	Tire fee	$35	$35
			$30,886

With all of the above costs rolled in, the approximate cost of each vehicle is $43,500 with the cost to the City after the grant reimbursement of $23,500. This cost is less than the cost for a standard fleet vehicle purchase for the Police Department, but is still more than previously authorized by Council.

Staff is requesting authorization to fulfill the SJVAPCD funding agreement by purchasing the four (4) 2014 Ford Fusion plug-in hybrid vehicles to replace current Police Department fleet vehicles.

3. BASIS FOR RECOMMENDATION:

Staff is recommending authorization based on the expected benefit to the City, Department and community.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY:

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding

4. FISCAL IMPACT / BUDGET AMENDMENT:

As noted above, the cost to the City (after grant funding) for the Ford Fusion cars will be approximately $23,500 per vehicle. The City will replenish current vehicle fleet cars due to be surplused with the alternative fuel Ford Fusion replacements.

Again, the electric scooters have already been received and are in inventory at the Police Department. The utilization of alternative fuel cars and scooters by the Police Department may provide enhanced grant opportunities in the future for green projects and/or programs.

In order to complete the accounting for these purchases, staff requests the appropriation of $193,011.92 to account number 506-000-000-213.51020 "Vehicle Replacement – Police" to account for the purchase of the scooters and vehicles. The purchase is funded via a $98,861.92 grant from the San Joaquin Valley Air Pollution Control District and from a $94,150 transfer from Fund 112.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The utilization of the four electric scooter vehicles and the four (4) Ford Fusion plug-in hybrid cars will enhance services for the Department while reducing emissions and providing cleaner power.

7. ALTERNATIVES:

Council could decline authorization for staff to purchase the Ford Fusion vehicles. The terms of the SJVAPCD funding agreement stipulate only that unspent monies will not be reimbursed or honored; therefore failure to purchase the vehicles would not necessarily inhibit reimbursement for the scooters already in possession.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $193,011.92 TO ACCOUNT NUMBER 506-000-000-213.51020 "VEHICLE REPLACEMENT – POLICE" FOR THE PURCHASE OF SCOOTERS AND VEHICLES WITH GRANT FUNDING OF $98,861.92 FROM THE SAN JOAQUIN VALLEY AIR POLUTION CONTROL DISTRICT AND A TRANSFER OF $94,150 FROM FUND 112 "GENERAL FUND RESERVE FOR CAPITAL PURCHASES"	}	**RESOLUTION NO. 2013-**

WHEREAS, the Turlock Police Department has investigated alternative vehicles that would reduce carbon emissions for the betterment of the community; and

WHEREAS, the Turlock Police Department has sought to identify alternative funding sources to supplement resource allocation; and

WHEREAS, the Turlock Police Department has identified 2014 Ford Fusion plug-in hybrid vehicles to be valuable resources for the Department's provision of services; and

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Grant Program has granted the City of Turlock a $98,861.92 grant award for the acquisition of alternative vehicles; and

WHEREAS, the Turlock Police Department has determined that the purchase of four (4) Ford Fusion hybrid vehicles falls within the scope of the SJVAPCD grant guidelines; and

WHEREAS, the Turlock City Council authorized staff to submit an initial grant application on March 27, 2012 and directed staff to accept and act on the grant funding agreement on May 22, 2013; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $193,011.92 to account number 506-000-000-213.51020 "Vehicle Replacement – Police" for the purchase of scooters and vehicles, with grant funding of $98,861.92 from the San Joaquin Valley Air Pollution Control District and a transfer of $94,150 from Fund 112 "General Fund Reserve for Capital Purchases."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

5L

Council Synopsis

October 22, 2013

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between Tuolumne County and the City of Turlock pertaining to assistance under the Law Enforcement Mutual Aid Plan, and authorizing the City Manager to execute any and all necessary documents relative to the agreement, to receive reimbursement for the City of Turlock related to emergencies including, but not limited to the Rim Fire

2. DISCUSSION OF ISSUE:

On August 20, 2013, an extreme wildfire, fueled by heavy brush, gusty winds, and low humidity aided a wildfire that swept through Tuolumne and Mariposa Counties. This fire event is known as the Rim Fire.

On August 23, 2013, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Grant (FEMA-5049-FM-CA). This grant authorizes funding to reimburse allied agencies responding with mutual aid assistance to the Rim Fire.

The Operational Area Law Enforcement and Mutual Aid Coordinator requested the assistance of the Turlock Police Department. Turlock Police provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from August 23, 2013 through September 3, 3013, to assist with law enforcement services in connection with the Rim Fire.

Turlock Police agrees to document all of its mutual aid assistance costs related to the Rim Fire and submit a copy to the County of Tuolumne. Tuolumne County agrees to reimburse all reasonable costs associated with the Turlock Police mutual aid assistance during the Rim Fire.

Tuolumne County will serve as a pass through agency for reimbursement purposes. Turlock Police will submit reimbursement request(s) to Tuolumne County. Tuolumne County will submit the documentation to FEMA. FEMA will pay Tuolumne County. Tuolumne County will reimburse Turlock Police. Turlock

Police is considered contract labor of Tuolumne County for reimbursement purposes.

3. BASIS FOR RECOMMENDATION:

City of Turlock policy requires City Council to approve all agreements.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY.

Goal(s): 1. (b) Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Costs associated with law enforcement's response to the Rim Fire mutual aid activities will be funded through the general fund and be reimbursed by Tuolumne County through this agreement.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council could reject this agreement with the understanding that costs associated with law enforcement's response to the Rim Fire would not be reimbursed.

TUOLUMNE COUNTY SHERIFF'S OFFICE

"Serving with Professionalism and Pride"

James W. Mele
Sheriff-Coroner

MEMORANDUM OF AGREEMENT BETWEEN TUOLUMNE COUNTY AND THE CITY OF TURLOCK PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID PLAN

WHEREAS, on August 20, 2013 an extreme wildfire, fueled by heavy brush, gusty winds and low humidity aided a wildfire fire that swept through the region; and

WHEREAS, these fires consisted of the RIM Fire; and

WHEREAS, collectively these will be referred to as "RIM Fire"; and

WHEREAS, on August 23, 2013, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistant Grant (FEMA-5049-FM-CA); and

WHEREAS, the Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement; and

WHEREAS, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid; and

WHEREAS, the Law Enforcement Mutual Aid Plan describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness; and

WHEREAS, the county sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

WHEREAS, Law Enforcement Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

WHEREAS, the Law Enforcement Mutual Aid Plan provides, in pertinent part, "A request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction;" and

OK for Agenda

28 N. Lower Sunset Drive • Sonora, CA 95370
(209) 533-5855 • Fax: (209) 533-5831

WHEREAS, the Sheriff of the County of Tuolumne requested the mutual aid assistance of Turlock Police Department, pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the RIM Fire; and

WHEREAS, Turlock Police provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from August 23, 2013 through September 3, 2013, to assist with law enforcement services in connection with the RIM Fire; and

WHEREAS, Turlock Police agrees to document all of its mutual aid assistance costs related to the RIM Fire as attachments to this MOA and submit to the County of Tuolumne as soon as practicable; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City of Turlock and Turlock Police Department that the County of Tuolumne may reimburse all reasonable costs associated with Turlock Police's law enforcement mutual aid assistance during the RIM Fire.

TUOLUMNE COUNTY

By_____
James Mele
Sheriff, Tuolumne County
Date:

CITY OF TURLOCK

By_____
Roy W. Wasden
City Manager
Date

TURLOCK CITY ATTORNEY
APPROVED AS TO FORM
BY_____

5M

Council Synopsis

October 22, 2013

From: Tim Lohman, Fire Chief

Prepared by: Steve Williams, Police Captain

Agenized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the hiring of one (1) Fire/Neighborhood Code Compliance Technician for the Turlock Fire Department to fill a current vacancy in the Neighborhood Services Unit through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed

2. DISCUSSION OF ISSUE:

The Neighborhood Services Unit now functions within the Fire Prevention Division of the Turlock Fire Department. The unit has four (4) allocated positions and has been operating since June of 2013 without the Maintenance II position to clean up and remove graffiti within the City of Turlock.

The Turlock Fire Department has developed a plan to bring the Neighborhood Services Unit back up to full staffing and then start cross training some of the individuals in Code Compliance and Fire Prevention duties. This will help provide more efficiencies to the Fire Prevention Division and allow us to meet the increased service demands on that Division.

3. BASIS FOR RECOMMENDATION:

Staff recommendation is to approve the authorization to hire one (1) Fire/Neighborhood Code Compliance Technician. This position is included in the current Fiscal Year budget.

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP

Goal(s): 1. (c) Hire, develop and retain the best and most qualified employees.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The vacant code compliance position is currently allocated in the FY 2013-14 budget in General Fund 110-30-220-41001_170

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Deny the authorization to hire a Code Compliance Technician.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE HIRING OF ONE (1) FIRE/NEIGHBORHOOD CODE COMPLIANCE TECHNICIAN FOR THE TURLOCK FIRE DEPARTMENT TO FILL A CURRENT VACANCY IN THE NEIGHBORHOOD SERVICES UNIT THROUGH AN IN-HOUSE RECRUITMENT OF FULL-TIME, PART-TIME AND VOLUNTEER/INTERN STAFF (WITH NO PRIORITY GIVEN), AND OUTSIDE RECRUITMENT IF NEEDED	**RESOLUTION NO. 2013-**

WHEREAS, the Neighborhood Services Unit now functions within the Fire Prevention Division of the Turlock Fire Department; and

WHEREAS, the Neighborhood Services Unit has four (4) allocated positions and has been operating since June 2013, without the Maintenance II positions to clean up and remove graffiti within the City of Turlock; and

WHEREAS, the Turlock Fire Department has developed a plan to bring the Neighborhood Services Unit back up to full staffing and then start cross training some of the individuals in Code Compliance and Fire Prevention duties; and

WHEREAS, this will help provide more efficiencies to the Fire Prevention Division and allow the Fire Department to meet the increased service demands on that Division.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize the hiring of one (1) Fire/Neighborhood Code Compliance Technician for the Turlock Fire Department to fill a current vacancy in the Neighborhood Services Unit through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

5N

Council Synopsis

October 22, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain Basic Life and Accidental Death & Dismemberment Insurance (Life/AD&D) and Long Term Disability (LTD) coverage for Fiscal Year 2013-14

2. DISCUSSION OF ISSUE:

Life/AD&D Insurance: The City has been insured with The Hartford for employee life/AD&D coverage since July 2010. The current policy is 1.5 x salary + $5,000, to a maximum of $500,000. The relationship with Hartford included a 3-year rate guarantee that was set to renew on September 1, 2013. This coverage was bundled with the LTD and premium discounts applied when the policies were written. At the renewal of the policy, the City of Turlock was offered a 6.7% increase on the life/AD&D rates. The renewal option included a 2-year rate guarantee and was a packaged rate to the companion Hartford LTD coverage.

Recommendation is to move to Symetra Life as the City maintains excess stop loss insurance for our self-funded health plan with Symetra. By moving this coverage to Symetra, we gain greater efficiencies, stronger pricing, and a long-term relationship that both the City and Symetra have enjoyed over the years on the excess stop loss coverage. Cost of the life/AD&D policy with Symetra was 4.1% lower than Hartford's renewal offer and 2.5% over the current in-force Hartford rate.

Long Term Disability Insurance: The City has been insured with The Hartford for LTD coverage since July 2010. The Hartford's maximum monthly benefit is 66.67% up to $10,000 monthly in replacement salary. The initial relationship with Hartford included a 3-year rate guarantee that was set to renew on September 1, 2013. This coverage was bundled with the life/AD&D and premium discounts applied when the policies were originally written. At the renewal of the policy, the City of Turlock was offered a 42.5% increase on the LTD rates, due to two long-term claims that are very expensive and drove the experience to a higher than normal level. The Hartford renewal option did include a 2-year rate guarantee and was a packaged rate to the companion Symetra life/AD&D coverage.

Recommendation is to move to Symetra Life as Symetra maintains the stop loss insurance for the City of Turlock's self-funded health plan. By moving this coverage to Symetra, we gain greater efficiencies, stronger pricing, and a long-term relationship that the City and Symetra have enjoyed over the years on the excess stop loss coverage. The cost of the LTD policy with Symetra was 27.5% lower than Hartford's renewal offer and 11% over the current in-force Hartford rate.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact of the life/AD&D Insurance: The financial impact is minimized by moving to Symetra. Barring any salary changes throughout the year, and the benefits remain the same, the budget impact is less than +$1,700 annually.

Fiscal Impact of the LTD Insurance: The financial impact is minimized by moving to Symetra. Barring any salary changes throughout the year, and the benefits remain as close as we can keep them when moving carriers, the budget impact is approximately +$22,500 annually.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

The City's insurance broker, Winton-Ireland Strom & Green Insurance Agency, did go into the marketplace and requested quotes from multiple carriers. Due to the discount of the premium by having stop loss coverage for our self-insured plan, life/AD&D, and LTD coverage all with Symetra Life, both the City of Turlock and Symetra gain efficiencies. This is the first change of rates on these two lines of coverage in over five years.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING APPROVAL TO ENTER INTO CONTRACTS TO MAINTAIN BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (LIFE/AD&D) AND LONG TERM DISABILITY (LTD) COVERAGE FOR FISCAL YEAR 2013-14	**RESOLUTION NO. 2013-**

WHEREAS, the City of Turlock provides insurance benefit coverage for regular full time employees including Life, Accidental Death & Dismemberment, and Long Term Disability; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into contracts for the following insurance programs:

a) LIFE INSURANCE: Symetra Life

b) ACCIDENTAL DEATH & DISMEMBERMENT: Symetra Life

c) LONG TERM DISABILITY: Symetra Life

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into contracts to provide insurance coverage for Life, Accidental Death & Dismemberment, and Long Term Disability for Fiscal Year 2013-14.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

50

Council Synopsis

October 22, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2013-016 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Associated Police Officers (TAPO) covering the period December 1, 2013 through November 30, 2014 (*Exhibit A*)

Resolution: Rescinding Resolution No. 2013-017 and adopting a Memorandum of Understanding between the City of Turlock and Turlock City Employees Association (TCEA) covering the period November 1, 2013 through October 31, 2014 (*Exhibit B*)

Resolution: Rescinding Resolution No. 2013-018 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Management Association – Public Safety (TMAPS) covering the period November 1, 2013 through October 31, 2014 (*Exhibit C*)

Resolution: Rescinding Resolution No. 2013-019 and adopting a Schedule of Benefits for Confidential Employees of the City of Turlock covering the period November 1, 2013 through October 31, 2014 (*Exhibit D*)

Resolution: Rescinding Resolution No. 2013-020 and adopting a Schedule of Benefits for Management Employees of the City of Turlock covering the period November 1, 2013 through October 31, 2014 (*Exhibit E*)

Motion: Adopting a Side Letter Agreement amending the Schedule of Benefits for Management Employees of the City of Turlock dated November 1, 2013 through October 31, 2014 (*Exhibit F*)

Resolution: Rescinding Resolution No. 2013-021 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434 covering the period November 1, 2013 through October 31, 2014 (*Exhibit G*)

Motion: Adopting a Side Letter Agreement amending the Memorandum of Understanding between the City of Turlock and Turlock Firefighters Local #2434 dated November 1, 2013 through October 31, 2014 (*Exhibit H*)

2. DISCUSSION OF ISSUE:

The Memorandums of Understanding, Schedules of Benefits, and Side Letter Agreement reflect the results of Meet and Confer with the employees speaking on behalf of all of the represented labor associations and the unrepresented confidential and management groups (see Exhibits A - H).

3. BASIS FOR RECOMMENDATION:

Modifications provided in these resolutions are within the Council's direction. With this approval, all contracts are scheduled to expire October 31, 2014, with the exception of TAPO which will expire November 30, 2014. As discussed, negotiations will begin in March or April 2014 with the goal of having new contracts in place for all employee groups effective November 1, 2014 and December 1, 2014, respectively.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Fiscal impact will be detailed in the mid-year budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve these resolutions at this time and continue to meet and confer.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2013-016 AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND TURLOCK ASSOCIATED POLICE OFFICERS (TAPO) COVERING THE PERIOD DECEMBER 1, 2013 THROUGH NOVEMBER 30, 2014	}	**RESOLUTION NO. 2013-**

WHEREAS, the City and the Union met and agreed upon the terms of the Memorandum of Understanding as outlined in the attached (see Exhibit A); and

WHEREAS, the represented employees of this association have agreed to partner with the City of Turlock by making their individual and collective contribution toward improving the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2013-016 and adopt the attached Memorandum of Understanding covering the period December 1, 2013 through November 30, 2014.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

EXHIBIT A

MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF TURLOCK
AND
TURLOCK ASSOCIATED POLICE OFFICERS

December 1, 2013 – November 30, 2014

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MEMORANDUM OF UNDERSTANDING

WITH TURLOCK ASSOCIATED POLICE OFFICERS

The City of Turlock and the Turlock Associated Police Officers, through their authorized representatives, mutually acknowledge they have fulfilled their obligations to meet and confer under applicable law, and pursuant to this process, have reached an understanding and agreement which the representatives of the union and the representatives of the City recommend to the City Council of the City of Turlock for acceptance and approval. The terms of the agreement and understanding are as follows:

1:00 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective from December 1, 2013 through November 30, 2014. Absent mutual agreement, except where otherwise indicated, the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to April 1, 2014.

2:00 MANAGEMENT RIGHTS

2:01 General Terms

Nothing herein shall be construed to restrict any legal or inherent exclusive City right with respect to matters of general legislative or managerial policy, which include, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

This agreement does not preclude the City from properly exercising its right to effectively manage the City, make decisions, determine the number of employees needed to perform a service, determine the mission or goal of a department or exercise any management right presently accorded to the City by law.

The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

2:02 Medical Examinations

The City Manager may require an employee to submit to a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his/her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists and other appropriate practitioners to determine the employee's physical, mental, or emotional condition as any such condition relates to employment by the City.

The City will pay all fees for such examination by City-appointed doctors and the information from such examinations will be made available to the employee's physician upon written request from that physician. This paragraph does not infringe upon the employee's rights under the grievance procedure.

3:00 RECOGNITION

The Turlock Associated Police Officers shall be the exclusive representative for all sworn and non-sworn employees in the City of Turlock Police Department for the following classifications:

A. Animal Services Officer
B. Animal Services Officer, Sr.
C. Animal Services Supervisor
D. Community Service Officer I/II
E. Detective
F. Emergency Services Dispatcher I/II/Sr. and Trainee
G. Evidence and Property Specialist I/II
H. Neighborhood Preservation Officer
I. Neighborhood Preservation Supervisor
J. Police Corporal
K. Police Sergeant0
L. Police Officer I/II
M. Public Safety Communications Supervisor

4:00 EMPLOYEE RIGHTS

The City will comply with California Government Code section 3300-3313 (Pubic Safety Officers Procedural Bill of Rights Act) for all employees represented in this MOU.

5:00 FAIR SHARE FEES

The parties agree to implement a Fair Share Fee Agreement and the employer will provide payroll deduction of dues pursuant to the following:

1. **Union Dues and Service Fee:** All regular, full-time employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay a representation service fee which is the employee's proportionate share of the Union's cost of meeting and conferring and administering the Memorandum of Understanding ("MOU"). Such representation service fee shall in no event exceed the total regular periodic membership dues paid by unit employees.

2. **Implementation:** Any employee subject to this MOU shall be provided through the employer with a notice advising that the employer has entered into a Fair Share Agreement with the Union and that all employees subject to the MOU must either join the Union, pay a service fee or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the employer. If the form is not completed properly and returned within five working days, the employer shall commence and continue a payroll deduction of Union dues from the regular pay of such employee.

3. **Effective Date:** The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period following the ratification and adoption of this Agreement by the Union and the employer or after the Union has complied with paragraph 6.

4. **Religious Exemption:** Any employee subject to this MOU who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the Union dues or service fee and initiation fees, to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the City of Turlock Community Charities as recognized by the City of Turlock. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen days of receipt by the employer. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the employer. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution to the challenge. Charitable contributions shall be by regular payroll deduction only.

5. **Financial Report:** The Union will cause to be prepared an audit of chargeable and non-chargeable expenses on an annual basis and pursuant to applicable law, shall provide such report to individuals who have chosen or any that choose to pay a service fee.

6. **Hold Harmless:** Union shall indemnify and hold employer and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein.

6:00 WORK RULES

Wages, hours, terms and conditions of employment as defined by the Meyers-Milias-Brown Act

6:01 Establishing

The employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Association but only as required by the Meyers-Milias-Brown Act (MMBA).

6:02 Revising

Proposed or modifications of existing work rules shall not become effective until the employer and the Association have negotiated them in accordance with the MMBA unless such changes may be implemented as defined by the MMBA without Association agreement. The work rule will become effective as to each employee after receipt and acknowledgement.

6:03 Enforcing

Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint by TAPO as to the reasonableness of any new or existing rule, or any complaint by TAPO involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

7:00 BULLETIN BOARDS

The employer shall provide the Association with space on bulletin boards in areas where the Association has employees it represents for the purposes of posting Association notices. The representative may post such notices, although not limited to the following notices, they may include:

A. Recreational and social events of the Association

B. Association meetings or meeting minutes

C. Association elections, appointments

D. Results of Association elections

Or the Association may buy its own bulletin board to place in a space mutually agreed upon by both parties.

The Association may disseminate items A through D using the City's e-mail system. Any other items the Association wishes to disseminate using the City's e-mail system must be approved by the Chief of Police.

8:00 OUTSIDE EMPLOYMENT

A. Every employee shall devote his or her time, attention and effort to the service and welfare of the City while on duty. Employees shall not engage in any off-duty business, occupation or calling for compensation without first obtaining the approval of the Department Head.

B. Off-duty employment will be approved provided:

1. There is an absence of interference with the full and efficient performance of scheduled duty and other duties as required by normal practices of the agency.

2. There is an absence of a demonstrable conflict of interest between outside employment and City employment.

3. Outside employment will not create any liability against the City of Turlock.

9:00 PROBATIONARY PERIOD

9:01 New Employees

New employees shall serve an eighteen (18) month probationary period but will be eligible for a step increase after completing twelve (12) months of employment, contingent upon an overall performance rating of "meet standards" or above.

Lateral Emergency Services Dispatchers who have completed a probation period with a current employer and obtained a POST Dispatchers Certificate or Lateral Peace Officers who currently possess a minimum POST Basic Certificate and five years of Peace Officer experience shall serve a twelve (12) month probationary period.

9:02 Probation Upon Promotion

Employees promoted shall be required to serve a new twelve (12) month probationary period. An employee released during the probationary period from a position to which he/she has been promoted shall be reinstated to the position from which he/she was promoted.

10:00 SALARIES

The current salaries shall be paid in accordance with Attachment "A" attached.

10:01 Acting Watch Commander Pay

Other than supervisors, officers who are assigned as Acting Watch Commanders for more than two (2) hours will receive a premium payment of five percent (5%) of their base salary for that shift.

10:02 Training Pay

Employees assigned to training duties shall receive premium pay of five percent (5%) of base salary during the time that such duties are assigned. Training duties relate to training conducted during a formal training program, in specific skill sets required of a job classification, as opposed to training related to ongoing proficiency in perishable skills

10:03 K-9 Pay

K-9 officers will be paid thirty (30) minutes per day, seven (7) days per week, at one and one half (1 ½) times the regular rate of pay whether on or off duty, for the time caring for an assigned police K-9 including, but not limited to, handling, training, walking, boarding, feeding, grooming, veterinary examinations, or other wise caring for the dog.

The parties agree that thirty (30) minutes per day, seven (7) days per week, is based on the actual time worked and the actual time reasonably required to work for the care and maintenance of the K-9. The parties have considered all the facts and circumstances surrounding the K-9 officer's care of his/her police K-9 in arriving at the K-9 pay set forth herein.

Prior to appointment as a K-9 officer, the employee will be required to acknowledge and agree to this provision.

10:04 Detectives

Sworn personnel assigned to Detectives shall receive premium pay of two and one-half percent (2.5%) of base pay per month.

All Detectives will have the option of receiving a $100.00 per month stipend in lieu of using their assigned vehicle for transit to and from home. Detectives wishing to continue to have a "take home vehicle" will be required to conform to the existing vehicle policy for public safety.

All Detectives are issued pagers in order to respond immediately while on duty, including break time. Detectives who are off duty, but not on call, shall at least respond by telephone if paged.

10:05 Advanced P.O.S.T. Certificate Pay

Sworn Peace Officers including laterals who possess an Intermediate P.O.S.T. Certificate shall receive an additional two and one-half percent (2.5%) of their base monthly salary and those personnel who possess an Advanced P.O.S.T. Certificate will receive an additional two and one-half percent (2.5%) of their base monthly salary. This pay recognizes the completion of a specialized educational and training program established by P.O.S.T. This certificate pay will become effective on the first payroll after the employee submitted the appropriate application(s) for certificate pay and the Chief signs the paperwork. In the event that P.O.S.T. fails to issue the certificate, the employee shall reimburse the City for all payments received.

10:06 Educational Incentive Pay

Personnel who have achieved the below-listed educational achievements shall receive the following incentive pay on a monthly basis:

Associate's Degree or Equivalent	Two and one-half percent (2.5%) of base pay
Bachelor's Degree	An additional two and one-half percent (2.5%) of base pay beyond the Associate's Degree incentive pay
Master's Degree	An additional two and one-half percent (2.5%) of base pay beyond the Bachelor's Degree incentive pay.

*Equivalent is defined for personnel who are attending, or attended, a four-year college which does not offer an Associate's Degree but can provide transcripts to demonstrate completion of an equal amount of units as required for an Associate's Degree.

10:07 Bilingual Pay

Employees who are verbally proficient in Portuguese, Spanish and other languages which are determined to be of need, shall receive a monthly premium pay of five percent (5%) of base salary for performing translation services. Incentive pay will become effective on the payroll closest to the date submitted by the employee for payment.

The parties agree that the designation of such positions shall not be subject to the grievance procedure. Members of the bargaining unit who possess bilingual skills agree to continue rendering needed interpretation services whether or not they receive bilingual pay. Employees receiving bilingual pay must be certified as being verbally competent in the second language except for those individuals who, by previous agreement, have been identified as competent by the department.

The Chief of Police will determine organizational needs as to bi-lingual employees fluent in languages other than Portuguese and Spanish. The Human Resource Division shall convene a proficiency exam certifying an employee's proficiency, consistent with City policy.

10:08 SWAT Pay

Employees who are assigned to SWAT will receive a monthly premium pay of two and one half percent (2.5%) of base salary for performing those services. SWAT assignment requires employees to meet the proficiency standards as determined by the Chief of Police.

Employees appointed to the SWAT Team, who regularly meet proficiency standards determined by the Chief of Police, will receive a monthly premium of 2.5% of base salary during their duration of assignment to the team.

11:00 RETIREMENT

~~The City will pay all of the employee's contribution to the Public Employees' Retirement System vested in the employee's name.~~ Sworn personnel are covered under the Safety Retirement Plan 3% @ 50 and non-sworn are covered under the Miscellaneous Retirement Plan 2.7% @ 55. Final compensation, for retirement purposes, will be calculated on the single highest year of base wages. Conversion of sick leave towards PERS service credit will be allowed in lieu of sick leave cash-out provisions.

NON-SWORN

~~Effective December 1, 2012,~~ The Employee will pay the employee's 8% PERS contribution and the employee will pay 1% of the Employers PERS contribution designated as normal cost (NC) and attributable to the amendment to the PERS contract dated January 1, 2008 on the attached valuation dated April 6, 2011. (See Attachment E)

The total 9% PERS contribution shall be deducted as a pretax employee pension expense ~~and shall automatically terminate/sunset on November 30, 2013~~.

SWORN

Sworn employees covered by this agreement participate in the Public Employees Retirement System (PERS) 3% @ 50, under the "Safety" PERS formula. ~~The City pays the Employee's nine percent (9%) PERS contribution as well as the Employer's contribution.~~

~~Effective December 1, 2012,~~ Sworn employees will pay the employee's 9% PERS contribution, to be determined on a pre-tax basis. ~~The total 9% PERS contribution shall be deducted on a pre-tax basis and shall automatically terminate/sunset on November 30, 2013.~~

NEW EMPLOYEES – SWORN AND NON-SWORN

Effective January 1, 2013, all new employees, as defined by AB 340, will participate in the Public Employees Retirement System (PERS) 2% @ 62 defined benefit formula for non-safety members. All new employees, as defined by AB 340, who are safety members will participate in the Public Employees Retirement System (PERS) Safety Option Plan Two, 2.7% @ 57. New employees shall have an initial contribution rate of at least fifty percent (50%) of the total normal cost rate for the defined benefit plan or the current contribution rate of similarly situated employees, which is currently a 9% PERS contribution, whichever is greater. All employees shall be subject to the mandatory provisions of AB 340.

11:01 PERS Survivor Benefit

The PERS Survivor Benefit is level Four (4).

11:02 Retiree Health Plan

A retiree health plan will be offered to City employees who retire after October 1, 1987. Premium payments will be the responsibility of the retired employee. Election to continue medical, dental and/or vision coverage of current City plan or alternate plan must be determined within 30 days of retirement. Monthly premiums are those established on a citywide basis for Retiree/COBRA coverage in the beginning of each plan year.

Premiums may be adjusted once every twelve (12) months in conjunction with plan renewal under self-insured insurance plan effective July of

each year.

To be eligible for this program, employees must comply with the eligibility rules of the TAPO Medical Benefit Trust Plan Document.

12:00 TAPO RETIREE HEALTH BENEFIT TRUST CONTRIBUTION

The City agrees to continue to contribute 3% of payroll toward the TAPO Retiree Health Trust Fund. The City agrees to transmit contributions to the TAPO VEBA trust fund on a quarterly basis.

The parties agree that the term "payroll" as used in the MOU section shall have the following meaning: payroll = base salary (as shown on the salary range table) + benefits. As an example for fiscal year 2011/2012, the Parties agree that benefits for the purpose of this calculation only are 56% of base salary. The following is an example of the mathematical equation to illustrate the calculation of the City's contribution to the TAPO's retiree health trust fund: base salary of Police Officer I (range 23.7, step 1), $3,916.00 X 56%= $2,192.96; $3,916.00 (base salary) + $2,192.96 (56% calculated for benefits) = $6,108.96 X 3%= $183.27 monthly contribution to retiree health trust fund.

13:00 INSURANCE

13:01 Medical Insurance

The City will pay 100% per employee/family for a City self-funded Exclusive Provider Organization (EPO) medical/dental/prescription/vision plan.

The City shall maintain a comparable minimum level of benefits of health, prescription, dental and vision coverage to that presently provided in the partially self-insured EPO plan if the City selects an alternate stand-alone plan. TAPO shall participate in any selection process. The City shall publish the adopted costs of the partially self-insured plan in the month prior to open enrollment.

13:02 Flexible Spending Accounts (Section 125)

Employees have the option to elect to have a portion of their salary redirected on a pretax basis (through payroll deduction) into flexible spending accounts for 1) Employee insurance premium contributions, 2) Medical reimbursement for out-of-pocket medical expenses not covered under the

employer's group health plan, and 3) dependent care expenses such as child care.

The administration fees, $2.00 per plan per month, for administering the medical reimbursement plan and dependent care plan, will be the responsibility of the employee. Section 125 Administration is provided by the City's health insurance Administrator.

13:03 Deferred Compensation in Lieu of Insurance

Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner coverage acceptable to the City shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute 50% of the premium cost to the employee's deferred compensation account for those employees not electing City health insurance.

Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner's employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner's employers' coverage due to a change in life status (death, divorce, termination of employment, etc.) Normal waiting provisions for coverage shall otherwise apply.

14:00 LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1 1/2) times the annual salary, plus $5,000 not to exceed $500,000.

15:00 ANNUAL LEAVE AND WAGES IN CASE OF DEATH

In case of the death of any employee, all wages or salaries, accrued sick leave and annual leave, excluding all liens, shall be paid as provided by law.

16:00 LONG-TERM DISABILITY INSURANCE

The employer agrees to furnish disability insurance for each full-time regular employee. The terms of this coverage are as follows:

A. Eligibility – one (1) year of full-time employment with the City of Turlock;

B. Policy waiting period – sixty (60) days;

C. Maximum augmentation of salary if employee has accrued time – eighty percent (80%) of base salary; and

D. Policy provides for maximum salary protection equal to sixty-six and two-thirds percent ($66^{2/3}$%) of base salary.

Long Term Disability insurance will be provided to all full time employees at no cost. Employees will be first eligible for coverage on the first day of the month after completing thirty (30) continuous days of employment with the City. The waiting (or elimination) period for benefits shall be sixty (60) consecutive days. The long-term disability benefit pays sixty-six and two-thirds percent (66⅔ %) of monthly salary, not to exceed $10,000 per month. Employees may augment the long-term disability monthly benefit with accrued leave not to exceed their current monthly salary. (The City of Turlock does not participate in State Disability Insurance.)

17:00 UNIFORMS

17:01 Uniform Allowance

The City shall pay the following rates for uniform allowances in July and December of each year. Effective 7/1/08

Peace Officers and Animal Services Officers	$695.00
CSO and E&P Technician, Public Safety Communications Supervisor, Neighborhood Preservation Officer/ Supervisor	$640.00
Dispatchers	$565.00

The allowance is for the employee's use for purchase and cleaning of uniforms, to include jumpsuits, shoes, hats, shirts, pants, and jackets or coats, or other items designated by the City. The City shall determine which employees shall be uniformed. Detectives, for the purpose of this paragraph, shall be

considered uniformed. Employees paid such allowances leaving City employment or changing to non-uniformed status shall have the pro-rated amount due the City deducted from their last paycheck while on uniformed status.

17:02 Uniform Pay/Special Assignment

Effective on the first payroll in August, the City will reimburse S.W.A.T. and Bicycle Patrol personnel $50 per year for City-mandated equipment to fulfill special assignment requirements.

18:00 SAFETY CLOTHING

The City shall make available safety clothing to employees who have occasion to work with chemicals or equipment that are hazardous and, during periods of inclement weather, to employees who are required to work outside. Safety clothing shall include rain gear, safety vests, helmets, face shields, gas masks, batons, weapons, leather gear and flashlights. The City shall determine the type, quality and quantity to be issued. Recommendations of the Safety Committee will be considered.

19:00 EDUCATIONAL INCENTIVE PROGRAMS

An employee wishing to receive reimbursement for tuition and book fees for coursework related to the advancement of knowledge and skills of their classification, must request approval by the Chief of Police and the City Manager prior to enrollment in a course. Upon successful completion witnessed by a certificate or passing grade, the employee will receive reimbursement for fees as outlined below:

A. The maximum individual reimbursement is $750 per fiscal year.

B. An amount of no more than $3,000 per fiscal year for Police Department employees may be used for this purpose. Allocation of funds will be on a first-come-first-serve basis.

C. Participation in this program is contingent upon the availability of funds.

D. Participants in this program are required to have and maintain a minimum overall performance rating of "meet standards".

E. New hire probationary employees are not eligible to participate in this program.

F. A copy of the class schedule must be attached to the proposal form.

20:00 COMPUTER LOAN PROGRAM

The City agrees to offer employees, after their initial probation period, the opportunity for a no-interest loan up to $2,500 for the purchase of a personal computer. A two-year payback, guaranteed through payroll deduction is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to separation. Program guidelines will be established by the City and reviewed by the Union prior to implementation. Employees are not limited to one use of the computer loan program, and have the ability to reapply after five (5) years from the beginning of the initial loan.

21:00 HOURS OF WORK

21:01 Present for Work

All employees are expected to be present for work during their scheduled work hours. It is the responsibility of employees to notify their immediate supervisor or person of authority that they will not be present for duty due to illness or other reasons. Notification shall be made one (1) hour prior to the start of a scheduled shift or as soon as possible in the event of an emergency beyond the control of the employee.

Employees absent without notice for a period of more than twenty-four (24) hours shall be considered terminated. The notice of such termination shall be posted by first-class mail to the employee's current address shown on the personnel folder.

Upon proof shown by the employee that he or she was incapacitated and unable to notify the employer of the absence, the employee shall be reinstated.

All employees represented herein shall be assigned to work a regular work schedule and each work shift shall have a regular starting time. The

Turlock Police Department will post a 12-month work schedule each February denoting shift rotations. Schedule changes shall be posted a minimum of fifteen (15) days prior to implementation.

Sworn personnel assigned to a compressed work schedule (i.e.: a 4/10 or 4/11 work schedule) will work a 28-day work period as provided for by Federal Labor Standards Act §207k. This section does not supersede Section 21:10 Overtime.

21:02 Recognized work schedules- Sworn Personnel

5/8 Schedule: The 5/8 schedule consists of five (5) consecutive work shifts, generally Monday – Friday; followed by two (2) consecutive days off, generally Saturday – Sunday. A work shift consists of eight (8) consecutive hours of work, including a 30 minute meal period and one fifteen (15) minute break.

4/10 Schedule: The 4/10 schedule consists of four (4) consecutive work shifts, followed by three (3) consecutive days off. Scheduled work shifts and days off are fixed and constant from week to week. A work shift consists of ten (10) consecutive hours of work, including a forty-five (45) minute meal period and one fifteen (15) minute break.

4/11 Schedule: The 4/11 schedule consists of four (4) consecutive work shifts, followed by four (4) consecutive days off. A work shift consists of eleven (11) consecutive hours of work, including a forty-five (45) minute meal period and two fifteen (15) minute breaks.

Shifts identified for sworn officers include:
- Days 0600 – 1700 hrs
- Swings 1530 – 0230 hrs
- Nights 2000 – 0700 hrs

Shifts identified for CSO's include:
- Days 0600 – 1700 hrs
- Nights 1000 – 2100 hrs

The department may adjust any shift up to one (1) hour either way, providing a minimum fifteen (15) day notice is given. Furthermore, the Department will maintain one position per shift per team, (a total of three (3) positions per calendar day for a total of six (6) positions for patrol operations), in order to assign personnel as needed; commonly referred to as "reserved slots".

Employees assigned to a 5/8 or 4/10 work schedule routinely work

2080 hours annually, as opposed to 2007 hours annually within the 4/11 work schedule. Therefore, employees assigned to a 4/11 schedule for twelve consecutive months owe the City seventy-three (73) hours per year. In recognition, Turlock Police Department may schedule a total of eight (8) nine-hour days, pro-rated for less than twelve (12) consecutive months assigned to the 4/11 schedule, for training or patrol duty during the Stanislaus County fair, paid at straight time. During the annual Stanislaus County Fair, employees may be assigned to work one (1) nine-hour shift during any of the employee's four consecutive days off. These shifts shall include a sixty (60) minute meal period and one fifteen (15) minute break. The remaining one (1) hour is credited towards missed breaks annually.

Nine-hour training or work days shall be posted a minimum of six (6) months in advance. Training days shall be scheduled on the last regular day off to avoid double backs. Training days shall not be scheduled during a regular four day off cycle containing a recognized holiday.

21:03 Patrol Scheduling

Schedule assignments, based on seniority, will occur once per year to cover three (3) four-month rotations, beginning each February 1st. This yearly schedule will be posted a minimum of thirty (30) days prior to February 1st. Shifts will be assigned by seniority, as calculated in Section 33:00 of this MOU, with the requirement all personnel must "off-shift" to another shift after two (2) consecutive rotations on the same shift.

If a conflict arises in off-shifting during the shift bidding process, the issue will be resolved using reverse-seniority progressively. Reverse-seniority means the person who is next senior to the employee needing to off-shift will be moved, progressively, until the issue is resolved.

Shift selection forms shall be provided to all affected employees, allowing them to select their 1st, 2nd, and 3rd choices, during the first week of November, each year. Forms must be completed and returned no later than December 1st, each year. Failure to return a shift selection form will result in the individual employee being placed in the remaining shifts after all other employee preferences have been assigned. Special Assignment rotations will occur in accordance with the procedures set forth in section 23:00.

Each shift will have one (1) reserve slot, which will be the last slot for each shift. This slot will be used to provide for a shift change due to unforeseen circumstances.

Team rotations will be on the basis of need. Requests will be

evaluated on a case-by-case basis, with preference given to an officer from each team willing to switch. Approval will rest with the Operations Division Commander.

Requests for a shift change will be evaluated on the basis of need. Officers may switch shifts within their own team if approved by the manager assigned scheduling responsibility.

Management reserves the right to determine the shift and team of special assignments, assigned to Patrol, after bid-a-shift selections have been made in order to insure a balance of service needs.

Beat assignments and rotations will occur as evaluated by the shift supervisor.

21:04 School Resource Officer (SRO)

During the school year, SRO's shall work a 5/8 schedule, with Saturday and Sunday off. Their regular duty hours shall be 0730 – 1530 hrs, with a one (1) hour, paid meal period included. Any work performed beyond the regular shift shall be compensated as identified in this Memorandum of Understanding.

SRO's may determine if they take a school holiday off pursuant to the MOU or work an eight (8) hour shift (with a one (1) hour paid meal period included) as assigned by management.

In the event of a school session summer break, SRO's shall be assigned to Patrol. SRO's shall work a 4/10 schedule, either Wednesday through Saturday or Sunday through Wednesday. Regular duty hours shall be 0700 – 1700 hrs. Any work performed beyond the regular shift shall be compensated as identified in this Memorandum of Understanding. SRO's are subject to mandatory overtime procedure and shall be placed at the bottom of the list upon transition to Patrol. SRO's are subject to mandatory overtime procedures during summer session break and shall be placed at the bottom of the list upon transition to patrol during the summer session break.

If more than one officer is assigned as SRO, SRO's seniority within the Turlock Police Department shall determine the choice from the above selections.

Management will endeavor to insure vacation requests from SRO's receive preference, but shall not cancel a vacation request previously approved for other sworn personnel.

During the transition of work schedules between the school year and summer break, SRO's shall receive a fifteen (15) day notice prior to schedule change and shall receive two (2) consecutive days off prior to beginning the new schedule.

21:05 Detectives

Detectives shall work a fixed 4-10 schedule. Detectives regular days off shall be either Friday, Saturday, Sunday, or Saturday, Sunday, Monday, determined by seniority in the detective unit. This does not apply to detectives assigned to special task forces.

21:06 Traffic Officers

Traffic officers shall be assigned a 4-10 work schedule (7AM-5PM). Regular days off shall be either Friday, Saturday, Sunday, or Saturday, Sunday, Monday.

21:07 Dispatch Work Schedules

Dispatch shift schedule times shall coincide with patrol as much as is practical due to varied work schedules. Dispatch personnel rotation schedule will occur in four-month increments compatible with patrol.

5/8 Schedule: The 5/8 schedule consists of five (5) consecutive work shifts, generally Monday – Friday; followed by two (2) consecutive days off, generally Saturday – Sunday. A work shift consists of eight (8) consecutive hours of work, including a meal period.

4/10 Schedule: The 4/10 schedule consists of four (4) consecutive work shifts, followed by three (3) consecutive days off. Scheduled work shifts and days off are fixed and constant from week to week. A work shift consists of ten (10) consecutive hours of work, including a meal period.

SCHEDULE WITH 16 DISPATCHERS

DAYS OFF	DAY SHIFT WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	7A-3P
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAYS OFF	DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED	THU & FRI	7A-5P
	SAT & SUN	11A-9P
WED/THU/FRI	SAT - TUE	11A-9P
MON/TUE/WED	THU - FRI	11A-9P

DAYS OFF	SWINGS WORK DAYS	WORK HOURS
WED/THUR/FRI	SAT - TUE	5P-3A
SAT/SUN/MON	TUE - FRI	3P-1A
SUN/MON/TUE	WED - SAT	5P-3A

DAYS OFF	SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

DAYS OFF	GRAVES WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

DAYS OFF	GRAVES COVER WORK DAYS	WORK HOURS
SUN/MON/TUE	TUE & WED	7P-5A
	THU & FRI	9P-7A
TUE/WED/THUR	FRI & SAT	7P-5A
	SUN & MON	9P-7A

SCHEDULE WITH 15 DISPATCHERS

DAYS OFF	DAY SHIFT WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	7A-3P
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAYS OFF	DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED	THU & FRI	7A-5P
	SAT & SUN	11A-9P
WED/THU/FRI	SAT - TUE	11A-9P
MON/TUE/WED	THU - FRI	11A-9P

DAYS OFF	SWINGS WORK DAYS	WORK HOURS
WED/THUR/FRI	SAT - TUE	5P-3A
SAT/SUN/MON	TUE - FRI	3P-1A
SUN/MON/TUE	WED - SAT	5P-3A

DAYS OFF	SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

DAYS OFF	GRAVES WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

DAYS OFF	GRAVES COVER WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	7P-5A
	THU & FRI	9P-7A

SCHEDULE WITH 14 DISPATCHERS

DAYS OFF	DAY SHIFT WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	7A-3P
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAYS OFF	DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED	THU - FRI	7A-5P
	SAT - SUN	11A-9P
WED/THU/FRI	SAT - TUE	11A-9P

DAYS OFF	SWINGS WORK DAYS	WORK HOURS
WED/THUR/FRI	SAT - TUE	5P-3A
SAT/SUN/MON	TUE - FRI	3P-1A
SUN/MON/TUE	WED - SAT	5P-3A

DAYS OFF	*SWINGS COVER* WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

DAYS OFF	*GRAVES* WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

DAYS OFF	*GRAVES COVER* WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	7P-5A
	THU & FRI	9P-7A

SCHEDULE WITH 13 DISPATCHERS

DAYS OFF	DAY SHIFT WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	7A-3P
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAYS OFF	DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED	THU - FRI	7A-5P
	SAT - SUN	11A-9P

DAYS OFF	SWINGS WORK DAYS	WORK HOURS
WED/THUR/FRI	SAT - TUE	5P-3A
SAT/SUN/MON	TUE - FRI	3P-1A
SUN/MON/TUE	WED - SAT	5P-3A

DAYS OFF	SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

DAYS OFF	GRAVES WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

DAYS OFF	GRAVES COVER WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	7P-5A
	THU & FRI	9P-7A

SCHEDULE WITH 12 DISPATCHERS

DAYS OFF	DAY SHIFT WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAYS OFF	DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED	THU - FRI	7A-5P
	SAT - SUN	11A-9P

DAYS OFF	SWINGS WORK DAYS	WORK HOURS
TUE/WED/THU	FRI - MON	5P-3A
SUN/MON/TUE	WED - SAT	5P-3A
THU/FRI/SAT	SUN - WED	11A-9P

DAYS OFF	SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

DAYS OFF	GRAVES WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

DAYS OFF	GRAVES COVER WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	5P-3A
	THU & FRI	9P-7A

SCHEDULE WITH 11 DISPATCHERS

DAYS OFF	DAY SHIFT WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAYS OFF	DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED	THU - FRI	7A-5P
	SAT - SUN	11A-9P

DAYS OFF	SWINGS WORK DAYS	WORK HOURS
TUE/WED/THU	FRI - MON	5P-3A
SUN/MON/TUE	WED - SAT	5P-3A

DAYS OFF	SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

DAYS OFF	GRAVES WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

DAYS OFF	GRAVES COVER WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	5P-3A
	THU & FRI	9P-7A

21:08 Dispatch Scheduling

Shift bidding for dispatchers shall be based on seniority. Shift bidding begins February 15th, June 15th, and October 15th for the following four (4) month

shift rotation. The dispatch supervisor will post the "shift bid roster" on these dates, where in each dispatcher by seniority shall have forty-eight (48) hours to complete their shift bid. Failure to participate in shift bidding will result in the individual employee being placed in the remaining shifts after all other employee preferences have been assigned. All dispatchers must "off-shift" to another shift after two (2) consecutive shifts. If a conflict arises in off-shifting during the shift bidding process, the issue will be resolved using reverse-seniority progressively. Reverse-seniority means the person who is next senior to the employee needing to off-shift will be moved, progressively, until the issue is resolved.

During the bidding process identified for Dispatchers above, Senior Dispatchers shall bid for shifts amongst other Senior Dispatchers utilizing the same protocol. The Department will maintain one (1) opening on each basic shift (Day, Swing and Grave) for Senior Dispatcher to bid to work. For purposes of shift bidding, Senior Dispatcher seniority shall be based upon continuous time in the classification of Senior Dispatcher. In the event the City filled four (4) or more Senior Dispatcher positions, Senior Dispatchers would be allowed to bid for any Cover shift, in addition to the basic shifts.

Seniority shall be based upon time in classification.

Shifts are identified as: **Day Shift**, **Day Cover**, **Swing**, **Swing Cover**, **Grave** & **Grave Cover**.

21:09 Dispatch Scheduled & Unscheduled Absences

There shall be a minimum of two dispatchers per shift including lunch coverage.

In the event an unexpected or unscheduled absence occurs, the supervisor shall first request the on-duty dispatcher to extend their shift at the overtime rate and/or request the next oncoming dispatcher to report earlier at the overtime rate in order to staff such absence. If this request fails, the supervisor shall seek off-duty dispatchers to voluntarily report to work at the overtime rate. If the supervisor is unable to locate voluntary personnel to staff this absence, the supervisor shall mandate overtime to the dispatcher with the least amount of points. If the dispatcher with the least amount of points is unable to report to work due to illness, an approved leave, or other reasonable excuse, the supervisor shall mandate the next dispatcher with the least amount of points and so on.

Dispatchers shall accrue points for all scheduled and unscheduled overtime worked, excluding overtime for non-dispatching work such as warrant processing, training or other routine office work. Points accrued by each dispatcher shall be maintained and posted in communications to establish a

Mandated Overtime List. All points earned shall accrue on an annual basis. On January 1st of each year this M.O.U is in effect, all points accrued by a dispatcher shall be eliminated and each dispatcher shall begin accruing points for the year from a zero balance.

Scheduled absences shall be posted by the 15th of each preceding month for voluntary overtime signup. After every effort has been made to fill schedule absences with voluntary signups, the supervisor may schedule overtime for dispatchers with the least amount of points utilizing the Mandated Overtime List for priority vacations, special events and unforeseen absences, i.e.: sick time, in order to meet minimum staffing.

All dispatchers shall receive at least one (1) day off in a seven (7) day period.

21:10 Overtime

All overtime earned and compensated shall be based upon the regular rate of pay for the pay period in which the overtime occurred. Regular rate of pay is defined as base pay, plus all incentive, certificate, and assignment pays earned during said pay period. Uniform allowances are exempt from inclusion in the regular rate of pay calculation.

Overtime shall be provided for time worked in excess of the employee's regularly scheduled shift, except as otherwise expressly provided for in this Memorandum of Understanding. Compensation may be earned either as overtime pay or compensatory time off, as determined by the employee.

Overtime included in up to twelve (12) consecutive hours of work shall be compensated at time and a half. Overtime performed after twelve (12) consecutive hours shall be paid at double time. Investigations personnel are excluded from this double time provision while conducting investigative assignments.

21:11 Overtime for Missed Meal Periods

Employees working a 4/11 schedule shall be compensated forty-five (45) minutes at time and a half, regardless if they are working an eleven (11) hour or nine (9) hour shift, for any portion of a missed meal period. Missed breaks are not compensated.

Animal Control Officers shall be compensated, in quarter-hour increments at time and a half, for the actual missed portion of their meal period. Missed breaks are not compensated.

Dispatchers shall be compensated one (1) hour of overtime at time and a half for a missed meal period, if working more than six (6) hours in a shift. Dispatchers shall be compensated thirty (30) minutes of overtime at time and a half for a missed meal period, if working more than four (4) hours but less than six (6) hours in a shift. Dispatchers called off their meal period within a thirty (30) minute period due to an emergency situation, will be compensated thirty (30) minutes of overtime at time and a half.

21:12 Mandated Overtime for Patrol

A Mandated Overtime List shall be established for use in those circumstances where officers and supervisors are required to work overtime. The List shall be posted and accessible by all personnel. Employees who appear at the top of the List shall be the next assigned to work overtime. Officers and Corporals will be listed together on a mandate list. Sergeants will be contained on a separate list and mandated if supervision is required.

Officers or supervisors assigned to Patrol and the Street Crimes Unit are subject to mandate. Officers or supervisors assigned as School Resource Officers are subject to mandate during the months they are assigned to Patrol and not working at the schools.

Officers or supervisors assigned to the Traffic Unit or other assignments outside of the field operations division are exempt from these mandate procedures.

Initial placement on the list shall be by reverse seniority. Officers or supervisors moved into Patrol from a non-Patrol assignment shall be placed at the bottom of the current mandate list. Working a patrol overtime detail, voluntarily or by mandate, will move an officer or supervisor to the bottom of the mandate list. This does not apply to "extension of shift" overtime; in which employees have volunteered or were mandated to work overtime at the beginning or end of their regularly scheduled work shift. Officers or supervisors who volunteer or who are mandated to work scheduled overtime, but are subsequently cancelled shall be considered as having worked the overtime and shall be placed at the bottom of the mandate list.

Except as required to deal with emergency circumstances no overtime shall be mandated without fifteen (15) day notice; that will cause the employee to work within an eight (8) hour period of a previously scheduled shift; or that will cause the employee to work during a previously scheduled vacation or within the set of days off bordering that vacation. For these purposes, emergency circumstances shall include unanticipated events bringing an immediate threat to

health and safety, which the Department does not have the on-duty resources to resolve or mitigate.

21:13 Court Overtime

Any employee called as a witness arising out of and in the course of his/her City employment or during off-duty hours shall be compensated for the time spent in transit, if out of town, in preparation, while waiting to appear, and while testifying in the following manner:

Off-duty witness time shall accrue at the rate of time and a half for pay or compensatory time off.

Overtime shall be compensated at time and a half for actual time spent in court, if such appearance is immediately following a regular work shift, or if such appearance is set within one (1) hour of the beginning of the regular work shift.

A court appearance outside of a regularly scheduled duty day shift shall be compensated, except as provided above, with a minimum of four (4) hours of overtime from 8:00 a.m. to 1:00 p.m. for the court appearance and required court related preparation time immediately prior to or following the appearance.

A separate minimum of four (4) hours of overtime shall be recorded for any such appearance between 1:00 p.m. to 6:00 p.m. and for any required court related time immediately prior to or following an appearance.

If actual court time exceeds four (4) hours in either shift, excess will be paid at time and a half. All Turlock traffic court assignments provide a two (2) hour minimum. Callback minimums do not apply to individuals who are off on sick leave or workers' compensation leave.

Employees who schedule leave utilizing vacation, holiday, or compensatory time off for the same day that the employee was previously subpoenaed for a court appearance shall be compensated as if the employee was not on leave, but working the employee's regularly assigned shift.

Employees who appear in court while on suspension, workers' compensation or leave without pay shall be paid at a straight time rate of pay for hours worked.

Employees required to stand by as a witness for court proceedings, arising out of and in the course of City employment, shall be compensated at fifty

percent (50%) of the regular hourly rate for each hour of standby performed.

21:14 Callback

An employee called into work by a supervisor outside of their regular shift shall be compensated a minimum of four (4) hours at time and a half for an unscheduled event or two (2) hours at time and a half for a scheduled or planned event. An unscheduled event shall be considered any event wherein an employee is given five (5) days or less notice. Callback minimum compensation shall not be provided to employees who are called into work to correct incomplete work.

21:15 Standby Duty

Employees assigned standby duty shall be compensated at a rate of 25% of the regular hourly rate for each hour of standby duty performed. Notwithstanding the above, Investigations personnel shall be compensated for seven (7) hours of overtime per week of standby. The City agrees to provide pagers to personnel who are on standby.

21:16 Compensatory Time

No more than one hundred (100) hours total compensatory time off shall be accumulated. Employees may cash out twenty (20) hours of CTO on October 31st of each year to coincide with sick/vacation leave buyback.

22:00 JURY DUTY

22:01 Jury Duty

Any employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall suffer no loss in salary, nor shall retain additional salary or benefits due to payments by the court. Such salary, emoluments or benefits except for mileage and food allowance shall be paid to the City.

22:02 Jury Duty/Dispatch

Graveyard shift dispatchers will exchange shifts with day shift dispatcher for the duration of their jury duty assignment. If employee is released when there are more than two (2) hours remaining in their shift, they will return to work to replace the relief dispatcher for the balance of the shift.

23:00 ROTATIONS/SPECIAL ASSIGNMENTS

A Special Assignment is defined as an assignment in which an officer is removed from routine patrol duties and accepts responsibility of an assignment on a regular full-time basis that is unrelated to routine patrol. Whereas, a Collateral Assignment is defined as an assignment in which an officer performs regular full-time patrol duties and, in addition, accepts responsibility of an assignment on a part-time basis. K-9 is a collateral assignment, but is considered a special assignment for the purpose of promotional eligibility, and is not subject to the 3 years employment eligibility requirement, listed in section (B).

The following provisions will be used in determining rotations to special assignments:

A. Special Assignments are limited to the following for rotation:

~~(2)~~(1) Two (2) year assignments:
- (a) C-Team
- (b) Stancatt
- (c) Traffic CSO

~~(3)~~(2) Four (4) year assignments: (CSO, Officers and Sergeants)
- (a) Rotational Detective
- (b) School Resource Officer
- (c) Stanislaus County Drug Enforcement Agency
- (d) K-9 (Collateral Assignment)
- (e) Traffic
- (f) Professional Standards & Training Sgt. & Officer
- (g) Gang Enforcement Task Force
- (h) Crime Prevention

In the event new Special Assignments are created, the Chief of Police shall determine which term above shall apply.

B. An officer shall work in the Turlock Police Department for at least three (3) years, sworn service, before being eligible for special assignments. The three years is counted from date of hire to time of final filing date, listed in the special assignment announcement.

C. An officer shall have at least five (5) years of sworn law enforcement experience, at least three (3) of which must be with

Turlock Police Department, before being eligible for a Detective position.

D. Officers may be eligible for K-9 Collateral Assignments upon completion of probation.

E. An officer shall work at least one (1) year in patrol between Special Assignments, excluding K-9 Patrol Officers.

F. The primary duties assigned to the Professtional Standards and Training Officer are that of a Public Information Officer, managing the Department's training and processing City permits as determined by the Department. The PSTO shall not become involved in Internal Affair matters other than language translation.

23:01 Change In Eligibility Requirements: (Sworn Officers Only)

If a special assignment announcement is posted but after the final filing date there are no qualified, interested applicants, the eligibility requirements may be modified by the Chief of Police, and a new special assignment announcement posted. If modification, as to required minimum length of employment is necessary, the Chief of Police will, at minimum, require that an employee's initial probationary period be completed prior to the final filing date on the special assignment announcement.

23:02 Delay Of Rotation Out Of Special Assignment

The Police Chief can delay rotation out of non-patrol special assignments for up to three (3) months due to the needs of the Department. If a longer delay is necessary, the Chief shall notify the TAPO President of the reasons for such and the revised rotation date. Furthermore, only K-9 Patrol Officers may extend beyond the four (4) year term and remain in such assignment as determined by the serviceability of their respective K-9 upon initial assignment.

23:03 Rotating In and Out of Special Assignments

Employees rotating into special assignments will, if possible, be assigned during the months of February, June and October, to correspond with patrol shift rotations. Employees rotating out of special assignments will initially be required to fill the vacancy left by the employee rotating into the special assignment. During the next shift bidding, the employee will be able to pick which patrol team and shift he/she wants to be assigned, as his/her seniority

allows. If the employee, rotating out of, or rotating into the special assignment is identified well in advance of the annual shift bidding date, the employee rotating out of the special assignment will be allowed to bid, by seniority for the team and shift he/she desires during the next closest shift rotational month, February, June or October. If, due to this paragraph, someone is needed to change teams to balance team totals, the least senior person will be chosen.

Prior to assigning someone to another team, to fill a vacancy, the scheduling manager will post an announcement requesting a volunteer(s) to change teams. If more than one person volunteers to switch teams, the most senior employee will be chosen.

24:00 TRAINING

24:01 Training

The Police Department will annually evaluate training needs for all personnel, giving first priority to attaining minimum training standards adopted by the California Peace Officers Standards and Training and whenever fiscally possible provide enhanced training supporting career development for personnel and succession planning for the organization.

24:02 External Training

Absent a mutual agreement of an employee who may attend training, employees shall receive a minimum fifteen (15) days notice prior to any change in their regular work schedule.

Once proper notice is provided, the City may adjust an employee's regular work hours, days and days off immediately prior to, during or immediately after training in order for the employee's work schedule to coincide with the training schedule; noting overall work hours required by the City as well as an employee's overall time off.

Regardless of any work schedule adjustment to attend training, an employee assigned to twenty-four (24) hours or more training shall be assigned time off from work a minimum twenty-four (24) hours prior to the first day of training or travel time to attend training and another minimum of twenty-four (24) hours off work after the last day of training or travel time returning from training.

Normally, the parties agree a day of training is equal to a day worked. However, if an employee is required to attend training (including required work beyond training; i.e. homework and/or travel) on any day which exceeds his/her

adjusted training schedule to which he/she is assigned; overtime shall be paid pursuant to this agreement.

Employees shall be compensated for travel to and from training in accordance with City Travel policy. Employees who travel less than sixty (60.0) miles from Turlock Police Department must travel on the day of training. Employees who travel sixty (60.0) miles or more from Turlock Police Department to attend training may travel the day before the training actually begins and the day after training has been completed. However, employees are expected to return on the last day of training if they can arrive at home prior to 9:00 PM. Compensation for employees who travel more or less than sixty miles is described above.

Considering the twenty-four (24) hour period of time off prior to the first day of training or travel time to attend training and twenty-four (24) hours off after the last day of training or travel time returning from training: The twenty-four (24) hour period of time off for employees required to travel sixty (60) miles or more shall be calculated from midnight the night before the day of training and backwards plus travel time and 12:01 A.M. the day after training plus travel time provided the employee does not return home before 9:00 P.M. on the last day of training.

The parties will refer to the current City of Turlock Travel Policy and Procedures, per diem, lodging, etc.

24:03 TAPO Time Bank

The parties agree that a TAPO time bank has been established for the purpose of authorizing TAPO members to request use of this time for TAPO business as determined by the TAPO President. Any use of TAPO time bank shall be approved by the TAPO President prior to submission of the request. Time bank does not include time used by TAPO for meet and confer with the Chief of Police or City.

Time bank requests shall be submitted and approved consistent with the existing policy for approval of vacation time. The TAPO time bank request shall be approved unless staffing is required on an overtime basis in order for the request to be approved or in case of operational necessity such as a special event and full staffing is needed. The Chief reserves the right to approve time bank requests which incur overtime costs. TAPO time bank shall not supersede previously approved vacation requests of other personnel.

During the first full pay period that begins in January of each year, each employee covered by this MOU shall contribute an equal amount of hours,

or a portion thereof as determined by the TAPO President, of vacation leave to the TAPO time bank. This time, if not utilized by the TAPO within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cash-out, but rolled over to the next year's TAPO time bank. This shall be a separate and distinct account.

TAPO shall hold the City and its officers and employees harmless for transferring the vacation time from employees covered by this MOU as provided for in this Section.

When a TAPO member is utilizing time bank hours the member will be considered off duty for all purposes including, but not limited to, workers' compensation.

25:00 VACATION ACCRUAL, ACCUMULATION AND USE

25:01 Vacation Annual Accrual Rates and Maximum Accumulation

Years of Service	Annual Accrual Rate	Maximum Accumulation
0 to 4	100 hours (8.33 hours per month)	320 hours
4+ to14	140 hours (11.67 hours per month)	360 hours
14 +	210 hours (17.5 hours per month)	400 hours

The total annual accrual hours represented above are not exact but the monthly accrual rate has been agreed to by the Parties.

25:02 Vacation Use

Upon completion of twelve months employment, all employees shall take a minimum of ten (10) days or eighty (80) hours of vacation time during the next year. Maximum vacation carryover shall be limited as per the chart set forth in section 25:01. When an employee reaches their maximum vacation accumulation, no further vacation will accrue until the employee's accumulation is decreased below the allowed maximum accumulation. Employees may choose to sell back up to twenty (20) hours of vacation each year on October 31st to be concurrent with sick leave sell back. This check will be available on November 20th. Payment shall be based on the employee's wage rate as of October 16th of each year. Manual override of vacation accumulation limitation will be permitted when an employee's approved vacation of forty (40) hours or more was cancelled by the Department. The employee will be notified within fifteen (15) calendar days from the date their request is received whether their vacation has

been approved. If the Police Chief or their designee withdraws authorization to utilize previously approved vacation time due to operational necessity and the time cannot be rescheduled, the manual override will be implemented.

Persons who retire or separate from the City and who are eligible for payments of accrued vacation in their final check shall be paid at the wage rate in effect at the time. When approved, non-sworn personnel may take minimum increments of four (4) hours of vacation time.

25:03 Vacation Scheduling

Employees are required to request vacation leaves of one workweek or more, forty-five (45) days prior to the beginning of their vacation. Exceptions may be made by mutual agreement. Every effort shall be made to permit personnel to take vacation time of their choosing.

25:04 Holidays-Sworn and Non-Sworn

Since holidays may not in all cases be celebrated on the traditional or calendar day of observance due to the need for continual law enforcement services to the City, each holiday will be taken during the calendar month indicated below. If not taken in the calendar month indicated below due to needs of the service, it will be taken in the following month. Schedules will attempt to maximize holidays to be taken off in conjunction with the beginning or ending of scheduled days off to maximize break periods. Patrol personnel (to include CSO) working on Christmas Day will receive five (5) hours of straight time pay. If a holiday/ holiday in lieu cannot be scheduled due to service needs, then the employee will receive pay at 1 ½ times the regular rate.

In addition, if a non-patrol employee is scheduled to be off on a recognized holiday and the employee is mandated to work by the Department or is rescheduled to work by the Department, the employee has the option to be paid for that holiday at the employee base rate of pay. An employee scheduled to work on a holiday due to routine scheduling or due to a request by the employee is not eligible to be paid for the holiday.

Employees assigned to the 4-11 schedule will be allowed to accumulate a maximum of one hundred twenty (120) holiday hours. Employees assigned to the 5/2 and 4/10 schedule will be allowed to accumulate a maximum of 4 days/shifts, respectively. When an employee reaches their maximum holiday accumulation, no further holiday time will accrue until the employee's accumulation is decreased below the allowed maximum accumulation. Manual override of the holiday accumulation limitation will be permitted if the Chief withdraws authorization to utilize previously approved holiday time or request to

utilize holiday time off is denied due to operational necessity and the time cannot be rescheduled.

Recognized Holiday's

	Holiday / Holiday in lieu	Month to be taken
1.	New Year's Day	January
2.	Presidents' Day	February
3.	Memorial Day	June
4.	Independence Day	July
5.	Admissions Day	August
6.	Labor Day	September
7.	Veterans' Day	October
8.	Thanksgiving Day	November
9.	Christmas Day	December
10.	Unidentified Day	any month of the year
11.	Unidentified Day	any month of the year
12.	Unidentified Day	any month of the year

Holiday Accrual

5/2 schedule	twelve (12) days
4/10 schedule	twelve (12) holiday shifts per calendar year
4/11 schedule	120 holiday hours per calendar year

Sworn Employees

Sworn employees assigned to a 4-11 work schedule may request either the holiday time off, with Department approval, or may request to be paid their annual holiday accrual up to a maximum of one hundred twenty (120) hours. Sworn employees transferred to, or from, a 4-11 work schedule during the calendar year shall be paid for holidays accrued while assigned to a 4-11 work schedule. Holiday Pay for sworn employees shall be paid on the 5th of December in the form of a separate paycheck. The Christmas holiday is to be included in Holiday Pay even though the compensation is paid before the actual Christmas holiday occurs.

Sworn employees assigned to a 4-11 work schedule may request in December of 2012 to be paid in advance for up to sixty (60) hours of their holiday accrual for calendar year 2013 (January-June). In addition, sworn employees assigned to a 4-11 work schedule may request to be paid up to sixty (60) hours of their holiday accrual for calendar year 2012, in December 2012. On June 5, 2013, those employees not cashing out holiday time in December 2012 will be allowed to request to be paid for up to sixty (60) hours of their holiday accrual for calendar year 2013 (January-June). This paragraph shall automatically terminate/sunset on July 1, 2013.

Starting January 1, 2013, sworn employees assigned to a 4-11 work schedule may cash out up to sixty (60) hours of their unused holiday accrual for the calendar year (January through June) on June 5th of each year. Any unused holiday accrual balance for the calendar year shall be cashed out on December 5th of each calendar year, including the Christmas holiday of that year. Holiday accrual for the calendar year shall be either used or cashed out and shall not carry over to the following calendar year.

Holiday leave credited for the 2010 calendar year for those employees assigned to the 4/11 schedule shall be maintained in a separate leave account and may be taken as paid time off as determined by the employee with supervisory approval. Holiday leave time is use it or lose it and shall never have a cash value, even when separating employment. This leave may be carried over to subsequent years.

In addition, employees assigned to the 4/11 schedule that accrued holiday leave hours between January 1, 2011 through June 30, 2011, will have that accrued time, not to exceed sixty (60) hours, added to the holiday leave time set forth in the preceding paragraph subject to the same terms and conditions including, but not limited to, holiday leave time is use it or lose it with no cash value, even when separating employment.

Non-sworn employees assigned to a 4-11 work schedule can utilize holiday hours in lieu of pay back patrol days except during the Stanislaus County Fair and mandated training as required and scheduled by the department. Mandated training with be scheduled and posted at least six months in advance.

~~For fiscal year 2012/13, employees will receive a one-time credit of 56 hours of in lieu time off to be allocated as follows: 24 hours of in lieu time will be credited to the employees' vacation bank. For all non-essential classifications, as determined by the Department Director, the remaining 32 hours of in lieu time must be taken as follows:~~

~~December 24th, 26th, 27th and 28th 2012~~

~~**Effective December 1, 2013**, Sworn and Non-sworn the~~ A one-time credit of fifty-six (56) hours of ~~holiday~~ in-lieu time will be deposited into sworn and non-sworn employees' ~~CTO bank as non-FLSA~~ TAPO In-Lieu Bank ~~as Holiday in-lieu time~~ on December 5, 2013. This time can be used at any time, once deposited, with departmental approval or may be cashed out at any time after July 1, 2014. The credited time must be taken off before or cashed out no later than November 15, 2014, by the Employee submitting a sellback slip to Payroll by noon on November 15, 2014, or the remaining credit will be lost. Any time

cashed out on November 15, 2014 will be paid on December 5, 2014. The TAPO In-Lieu Bank shall be a separate and distinct account.

>>>DAVE: the 2 paragraphs below did not appear in your copy.

~~Non-essential classifications assigned to an 8-hour workday will use December 31 as their floater holiday. Non-essential classifications assigned to a 10-hour workday shall take the 32 hours between December 24th and January 1st in full workday increments where possible or as otherwise approved by the Department.~~

~~For all essential classifications as determined by the Department Director, the remaining 32 hours will be credited on December 23rd to be taken before December 31, 2013, with the Department Director approval. In lieu time is "use or lose" with no cash value.~~

Non-Sworn Employees

Non-sworn personnel will be able to save one holiday for up to six (6) months and use it with another holiday to offer an opportunity for a four-day weekend when the schedule will allow and approval is granted by their supervisor.

Dispatch personnel who are required to work on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day will receive the following compensation. Dispatchers required to work at least one (1) hour but less than five (5) hours shall receive two (2) hours at straight time while dispatchers who are required to work five (5) hours or more shall receive four (4) hours of straight time for such work. Independence Day and Veterans' Day, for the purpose of this bonus pay provision, will be observed on their actual days (July 4th and November 11th).

25:05 Holiday During Vacation

Non-sworn personnel who are on vacation when a holiday occurs shall receive holiday leave for such holiday.

26:00 SICK LEAVE ACCUMULATION AND USE

26:01 Accumulation of Sick Leave

Each full-time employee shall earn sick leave at the rate of eight (8) hours for each month worked or major portion thereof.

Sick leave earned shall be added to the employee's sick leave accumulation account on the completion of the pay period and shall be recorded on the paycheck.

26:02 Illness of Employee and Immediate Family

Sick leave earned may be applied to an absence caused by illness or injury to an employee and for medical and dental office calls, or when there is an illness or injury in the immediate family that requires an employee to be absent from duty to care for such person.

As many as six (6) eight-hour days of annual sick leave may be used for illness of the employee's immediate family. In situations where an immediate family member has a catastrophic illness and requires the employee's care, they may use additional sick leave, which will be determined on a case-by-case basis with their Department Head.

26:03 Fraction of a Day

In instances involving the use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one hour. Additional actual absence in excess of one hour shall be charged to the nearest full hour.

26:04 Payment for Unused Sick Leave

After completion of four (4) years continuous service, an employee may be compensated at a rate of 50% for accrued sick leave earned in the previous year less the amount of sick leave taken. Employees may choose to sell back this amount each year on October 31st to be concurrent with vacation sellback. This check will be available on November 20th. Payment shall be based on the employee's wage rate as of October 16th of each year. An employee may use all accumulated sick leave until disability retirement.

Employees who leave City employment for reasons of death, retirement, or who voluntarily terminate, shall receive compensation at a rate of 25% of the regular hourly rate for each hour of accumulated unused sick leave.

This compensation does not apply to employees during their initial probation.

Employees who retire from the City are allowed the option of converting their remaining sick leave hours at a rate of 50% of their basic rate of pay to pay for health insurance premiums. Conversion of sick leave accrual towards PERS service credit will be allowed in lieu of sick leave cash out provisions.

27:00 MISCELLANEOUS LEAVES OF ABSENCE

27:01 Long Term Leave

Upon written request, Leave of Absence Without Pay may be granted by the City Manager to any permanent employee for a period not to exceed six (6) months for the following reasons:

A. Illness or disability not covered by sick leave.

B. Education or training which will benefit the employer.

C. Personal reasons.

In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Department Head and approved by the City Manager and the City Council.

All accumulated vacation time shall be exhausted prior to being granted leave of absence without pay.

27:02 Short Term Leave

A leave of absence without pay not to exceed forty (40) working hours may be granted a permanent employee by the Department Head.

27:03 Requests for Leave

Requests for leave of absence shall be made in writing to the Department Head. For leave of absence in excess of forty (40) hours the Department Head shall submit the request with his recommendations to the City Manager.

27:04 Return to Work

An employee who does not return to work by the date of leave

expiration shall be considered to have voluntarily resigned from employment unless (in the opinion of the City Manager) there is a demonstrable reason for an extension.

27:05 Parental Leave

Parental leave without pay may be granted to male and female employees who anticipate the adoption or delivery of a child upon the request of that employee for a period not to exceed six (6) months. Prior to the granting of parental leave, the employee shall have exhausted all earned and accumulated compensatory time off, vacation, and sick leave.

27:06 Military Service Leave

Provisions in the State Code shall govern the approval for military leave. The City shall provide up to thirty (30) days per calendar year for active and inactive leave when documented by written orders. Leave days when charged to military leave bank are only charged when they fall on regular workdays.

27:07 Bereavement Leave with Pay

Not chargeable to vacation or sick leave, the conditions as reflected in Section 19:04 of the Personnel System Rules and Regulations will be followed in administering requests to use this benefit.

28:00 EXAMINATION PROCEDURES

28:01 Bulletins

All examination announcements shall be disseminated via department e-mail at least fifteen (15) days prior to the examination.

28:02 Bulletin Contents

Examination bulletins shall contain the following information:

A. The position being tested for.

B. The minimum requirements for qualifications.

C. The passing score required clearly stated on written and oral examinations (if any).

28:03 Test Results

Each employee shall have the opportunity to review his or her examination papers and scoring on such examination papers.

28:04 Examination Protests

Protests and/or complaints with regard to examinations shall be processed through the grievance procedure. Any protest must be made in writing within ten (10) calendar days of the posting of the examination results.

28:05 Examination Panels

Examinations for promotional positions will be arranged and conducted by the Personnel Office. A majority of evaluators will be drawn from outside of the Department. The rule of the 10-point spread will be implemented in scoring oral examinations.

28:06 Probationary Employees

No probationary employee in the bargaining unit shall be eligible to take promotional examinations.

29:00 ADMINISTRATIVE LEAVE

An employee who is under investigation may be placed on administrative leave with full pay and benefits until the investigation is completed and must be notified of reason at time of placement on administrative leave. If the investigation and administrative leave last longer than thirty (30) days, the employee shall be given reasonable notice of such extension and an estimate of the total time needed. This section shall not apply to routine citizen or other complaints of a minor nature. Administrative leave with pay shall not be considered a discredit to the employee.

30:00 COMPLAINT, GRIEVANCE DEFINITIONS

30:01 Grievance

A grievance is defined as an employee-initiated allegation that a term or condition of employment established by State law, City ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated; provided, however, that such term or condition of employment is not subject to

the discretion of the City or is not a subject outside of the scope of representation as defined in Section 3500 et seq. of the Government Code or the City's Employee Relations Resolution. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

30:02 Complaint

A complaint is defined as an employee-initiated allegation or dispute concerning items that are not defined grievances as defined herein. Complaints shall be directed through the chain of command with the Chief of Police being the final appeal location unless the Chief of Police is the subject of the complaint, then it shall be forwarded to the City Manager for final resolution.

31:00 GRIEVANCE PROCEDURE

31:01 Representation

At each step of the grievance procedure, the employee may be represented by a representative of his or her choosing.

31:02 Time Frames

The time frames established in the grievance procedure may be extended by mutual agreement of the employee and the City. Failure to meet such time frames by the employee shall constitute withdrawal of the grievance. Such failure by the City shall entitle the employee to request the next step of the procedure.

31:03 Notification

A grievance shall be submitted in writing and shall include at a minimum:

A. Nature of the grievance

B. Date when the incident occurred

C. Description of the incident

D. Rule violated

E. Specific remedy sought by the employee(s)

31:04 Steps in the Grievance Procedure

A. First Step – Informal Discussions. Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within fifteen (15) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his or her decision within ten (10) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he or she may proceed to the next step.

B. Second Step – Immediate Supervisor. If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's immediate supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance between the employee and his or her designated representative, if any, and the immediate supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance.

C. Third Step – Intermediate Supervisor. If the employee remains unsatisfied from the results of the second step, the grievance may be submitted to the immediate supervisor's supervisor, if any, within the department organization within ten (10) working days after the immediate supervisor's answer is received by the employee. After an attempt to resolve the grievance between the employee and his or her designated representative, if any, the intermediate supervisor, if any, shall deliver a written answer within ten (10) working days after submission of the grievance. If there is no intermediate supervisor, the grievance shall go directly to the Department Head.

D. Fourth Step – Department Head. If the employee remains unsatisfied from the results of the second or third step, the grievance may be submitted in writing to the employee's Department Head within ten (10) working days after the immediate or intermediate supervisor's answer is received by the employee. The Department Head shall meet with the employee and his or her designated representative, if any, within ten (10) working days after submission of the grievance to the Department Head. The Department Head shall review the grievance and may affirm, reverse, or modify the disposition made at the second and/or third step. The Department Head's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.

E. Fifth Step - City Manager. If the grievance is not satisfactorily resolved in the fourth step, the employee may appeal the decision of the Department Head to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the Department Head's

decision. At the option of the employee, the grievance may be submitted directly to the City Manager.

31:05 Appeal to City Manager

Within ten (10) working days of submission of the grievance to the City Manager, the City Manager shall meet with the employee and his or her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

32:00 DISCIPLINARY PROCEDURE

32:01 Application

The Department Head will evaluate and apply necessary and appropriate disciplinary action whenever an employee fails to meet the required standards of conduct or performance. Discipline is the enforcement of conformity to policies, rules, and regulations, and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the service mission of the City organization successfully. The disciplinary action, when taken, shall be documented in such a manner as to be defendable at review and/or upon filing of a grievance by the disciplined employee. The concept of progressive discipline shall govern the imposition of discipline.

32:02 Types of Disciplinary Action

Disciplinary actions include written reprimands, suspensions, rank and salary demotions, and dismissal as defined below:

A. Written Reprimand. Written reprimand is a written statement from the Department Head or designee to a subordinate of an action which meets any of the grounds for disciplinary action listed in these rules. After verbal consultation, an official notification in writing by the appointing authority to the employee stating the cause(s) for dissatisfaction with his or her services and that further disciplinary measure may be taken if the cause is not corrected. Appeals regarding written reprimands may be made to the Department Head. The Department Head's findings are final. Written reprimands, and all copies, shall be purged from an employee's personnel file, or any other file, after five (5) years from the date that the document was placed in the personnel file.

B. Suspension. Suspension is the temporary separation of the employee from City service, without pay, for disciplinary purposes and not to exceed ninety (90) calendar days in one (1) calendar year.

C. Demotion in Rank or Pay. A demotion in rank or pay is a change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step or from a position in one class to a position in a lower-paid class.

D. Dismissal. Dismissal is the discharge of an employee from City service for disciplinary purposes by the City Manager.

32:03 Cause for Disciplinary Action

The causes for disciplinary action include, but are not limited to, the following:

A. Insubordination, which shall consist of violation of any official regulation or order or failure to obey any proper directions made and given by a supervisor in the course of employment.

B. Incompetence, inability or failure to perform the duties required by the position, as well as willful neglect of official duty.

C. Gross carelessness in the discharge of assigned duties.

D. Substance abuse or consumption of alcoholic beverages during working hours, or reporting to work in a state of intoxication.

E. Misconduct in office or employment.

F. Presentation or use of known false information in any manner to commit or attempt to commit fraud, or the falsification or unauthorized alteration of City documents or records.

G. Repeated tardiness, excessive absences, absence without leave, or improper or unauthorized use of leave privileges or benefits.

H. Gambling for money or articles of value while on duty.

I. Careless, negligent, improper and unauthorized use of City equipment, property, or funds for private or personal purposes on duty misuse.

J. Unauthorized discussion or release of confidential informational documents or records.

K. Violation of Personnel Ordinance or Rules and Regulations or a promulgated department rule, regulation, or policy including Harassment in Employment.

L. Unlawful use, sale, or possession of narcotics, which impair job performance.

M. Refusal or failure to promptly or properly report an injury or disability arising from or in the course of employment.

N. Engaging in unauthorized or incompatible employment elsewhere, or engaging in political activities during work hours.

O. Dishonesty.

P. Conviction of a felony or conviction of a misdemeanor involving moral turpitude, including pleas of nolo contendere.

Q. Discourteous treatment of the public or other employees.

R. Violation of safety procedures, unsafe work activities or action that could result in an injury to self or others.

S. Other failure of good behavior either during or outside of duty hours, which is of such a nature that causes discredit to the City.

T. Refusal to take or subscribe to any oath or affirmation that is required by law in connection with employment.

U. Filing a false police report.

32:04 Disciplinary Procedures

When a permanent employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared by appointee of the Department Head, reviewed by the Personnel Officer, and then delivered to the employee, in person or by certified mail. The written notice shall include:

A. The reasons for the proposed action.

B. The charges being considered.

C. The proposed disciplinary action to be taken.

D. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days from the date the proposed disciplinary action is received to request an administrative hearing with the Department.

All charges filed against a permanent employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

32:05 Notification of Decision

Within ten (10) working days after the employee has had the opportunity to respond in an administrative hearing to the proposed discipline and present evidence on his or her behalf, the Department Head shall notify the employee of any disciplinary action to be taken and the effective date.

32:06 Appeal of Decision – Arbitration

Advisory Arbitration

The employee may appeal the decision within ten (10) working days of receiving the notification of disciplinary action. The appeal shall be made directly to the City Manager.

A. City Manager. The City Manager will hold a hearing with the employee within ten (10) working days of receiving the appeal. Within ten (10) working days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the Department Head and shall provide notice to the employee.

B. Advisory Arbitration to City Manager and City Council. For suspensions, demotions in rank or salary, or terminations, an employee may submit an appeal to the City Clerk's office within ten (10) working days of the notice of decision from the City Manager to have the matter reviewed by an

arbitrator.

C. Selection of Arbitrator. Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first.

D. Cost of Arbitrator. The cost of the arbitrator shall be borne equally by the employee and the City.

The arbitrator shall submit a written advisory opinion to the City Manager, as well as the Administrative record of the Advisory Arbitration Hearing, from which the City Manager will determine to confirm or modify the arbitrator's recommendation with ten (10) working days of receipt, and refer the aforementioned recommendation and Administrative Record to the City Council for their review and action.

The City Council shall consider this matter within thirty (30) calendar days of its referral from the City Manager and render a decision within ten (10) calendar days of considering the matter. The employee will be given an opportunity to address the City Council regarding the City Manager's determination on discipline after considering advisory arbitration prior to the City Council's final action. Said opportunity to address the Council is for a brief summation of remaining issues related to the advisory arbitrator's recommendation and the City Manager's determination. Such address does not constitute a new hearing and any action by the City Council will be based on the Administrative Record provided by the Advisory Arbitrator.

~~Alternative~~ Binding Arbitration ~~During the Term of This Agreement~~

As an alternative to Advisory Arbitration identified in Section 32:06(B) of the MOU, TAPO may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift, reduction-in-pay or transfers for purposes of punishment. Written Reprimands shall not be appealed to arbitration. ~~The date of incident for which the disciplinary action is based upon shall have occurred between July 16, 2011 and November 30, 2013 to be eligible for Binding Arbitration appeal.~~ An employee shall submit an appeal to the City Clerk's office within thirty (30) calendar days of receiving the notice of decision from the City Manager to have the matter reviewed by an arbitrator. Failure of the employee to submit an appeal within thirty (30) calendar days of receipt shall be considered a withdrawal of appeal.

Selection of Arbitrator: Upon filing of an appeal, an arbitrator may be

selected by mutual agreement between the City and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

Cost of Arbitrator: The cost of employing the arbitrator shall be borne ~~equally by both parties to the arbitration~~ entirely by the City. All other costs such as, but not limited to, attorney fees, court reporter, and transcripts shall be borne only by the party incurring that cost.

Decision of Arbitrator: Unless the parties agree otherwise, the arbitrator shall render the decision in writing within sixty (60) calendar days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

The arbitrator shall determine whether to sustain, reject, or modify the disciplinary action against the employee and shall determine the appropriate remedy or disposition of the case. A copy of the written decision shall be transmitted to both parties. Service by mail to the employee's representative and to the employees last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employees personal history file. The decision of the arbitrator shall be final and binding on both parties.

~~The binding arbitration provisions set forth herein shall automatically sunset/terminate on November 30, 2013.~~

33:00 SENIORITY DETERMINATIONS

Seniority shall be based upon time in rank (classification) with ties being broken by a flip of the coin.

33:01 Computation of Continuous Service

Only full-time (paid status) appointment to an allocated position shall be counted in computing seniority; contract or part-time service shall not be counted.

33:02 Break in Continuous Service

A break in continuous service is defined as not being employed by the

City of Turlock for a period of more than ninety (90) calendar days. Approved leaves of absence in excess of ninety (90) calendar days are not considered as a break in continuous service.

33:03 Layoff Provision

In the event of layoff, total **continuous** service within the City of Turlock Police Department will determine seniority for bumping purposes. In determining bumping rights, the first criteria to be used shall be time in rank (classification); the second criteria shall be continuous service time in the Turlock Police Department.

Any reduction in force will be conducted as provided by the City Personnel Systems Rules and Regulations except as provided above.

34:00 ADA COMPLIANCE

The City and TAPO acknowledge and agree that the ADA may require modification of City policy or M.O.U. provision to provide reasonable accommodation to individuals protected under the act on a case-by-case basis. The City and the Union agree to meet and confer if the accommodation will require some modification of the M.O.U. or city policy which affects any term or condition of employment or is otherwise a mandatory subject of bargaining.

Said meet and confer will be a case-by-case basis and no single accommodation shall establish a past practice.

35:00 NON-DISCRIMINATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affliction, action or belief, physical or mental disability medical condition, pregnancy related condition, sex, marital status or sexual orientation, or genetic history. The parties agree to recognize, respect, and support the City's commitment to nondiscrimination in employment as set forth in state and federal law.

36:00 ANTI-NEPOTISM

For the purposes of interpreting the City's Anti-Nepotism Resolution (94-005),

Police/Fire Dispatchers shall not be considered as having sole authority to make assignments and, thus, do not fall within a supervisory conflict of interest relationship with Police Officers. However, should a relationship as defined in the resolution occur between a Dispatcher and an Officer for the purposes of morale, separate shift assignments might be required to ensure a conflict of interest violation does not occur.

37:00 MAINTENANCE OF BENEFITS

Both parties recognize that there may be legally derived and legally sanctioned benefits that are currently enjoyed by Association members or the City that are not enumerated in this Memorandum of Understanding due to oversight of parties to this Agreement. Both parties agree that it is their intent that such legally derived and legally sanctioned benefits, whether they be enjoyed by the City or the employee be maintained at their current status, except as they may be amended by this Agreement or by the courts.

38:00 ATTACHMENTS (Appendices)

A. All attachments (appendices) are to be considered a part of this Memorandum of Understanding.

B. The Personnel Systems Rules and Regulations of the City of Turlock shall be incorporated herein, and any article, section, or portion of this attachment that is contrary to any other portion of this Memorandum of Understanding shall not stand.

39:00 SAVINGS CLAUSE

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the employer and the Association agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

40:00 REOPENER

The parties agree that during the term of this MOU, either party may make

proposals concerning PERS retirement plans or the procedure in which contributions are made to TAPO's Retiree Health and Welfare Trust Fund through the meet and confer process. Any change, as a result of said discussions, requires a mutual agreement of the parties, during the term of this MOU.

41:00 MODIFICATIONS TO EMPLOYEES' CONTRIBUTIONS TO BENEFITS

The modification of the employee's contributions to benefits as set forth in this Agreement may be decreased from time to time in not less than six (6) month increments, in the event that there is an increase in the City's general fund revenue. Any whole percentage increase in the City's general fund revenues after revenue and expenditures are balanced will result in a proportional decrease in the employee's contribution to the benefits modified by this MOU.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding at Turlock, California, on the dates set forth below.

TURLOCK ASSOCIATED POLICE OFFICERS

Russ Holeman, President — Date Signed

GOYETTE AND ASSOCIATES

Paul Konsdorf, Labor Representative — Date Signed

TAPO NEGOTIATING TEAM MEMBERS

Brandon Bertram — Date Signed

Tim Redd — Date Signed

Ruth Hoover — Date Signed

James Silveira — Date Signed

CITY OF TURLOCK

Roy Wasden, City Manager — Date Signed

Sarah Eddy, Human Resources Manager — Date Signed

APPROVED AS TO FORM

Phaedra A. Norton, City Attorney — Date Signed

SALARY SCHEDULE

Effective 11/01/2012

SWORN

22.7	3730	3916	4112	4318	4534	POLICE OFFICER TRAINEE
23.7	3916	4112	4318	4534	4760	POLICE OFFICER I
26.7	4534	4760	4999	5243	5510	POLICE OFFICER II
27.7	4760	4999	5248	5510	5786	POLICE DETECTIVE
28.1	4851	5093	5348	5615	5895	POLICE CORPORAL
31.1	5615	5895	6190	6499	6824	POLICE SERGEANT

NON-SWORN

19.4	3238	3400	3571	3749	3937	EMERGENCY SERVICES DISPATCHER TRAINEE
20.7	3451	3624	3806	3996	4196	ANIMAL SERVICES OFFICER COMMUNITY SERVICE OFFICER I EVIDENCE & PROPERTY SPECIALIST I
21.2	3535	3712	3898	4093	4298	ANIMAL SERVICES OFFICER, SR COMMUNITY SERVICES OFFICER II EVIDENCE & PROPERTY SPECIALIST II
21.4	3571	3749	3937	4134	4341	EMERGENCY SERVICES DISPATCHER I
21.9	3661	3844	4036	4238	4450	EMERGENCY SERVICES DISPATCHER II
22.2	3712	3898	4093	4298	4513	NEIGHBORHOOD PRESERVATION OFFICER
23.4	3937	4134	4341	4558	4786	EMERGENCY SERVICES DISPATCHER, SR.
25.7	4406	4627	4858	5101	5356	ANIMAL SERVICES SUPERVISOR NEIGHBORHOOD PRESERVATIONS SUPERVISOR
28.7	5101	5356	5624	5906	6201	PUBLIC SAFETY COMMUNICATIONS SUPERVISOR

SWORN	EDUCATION	EXPERIENCE	CERTIFICATIONS	To be discussed during upcoming negotiations	
				SPECIAL TRAINING	SHIFT ROTATION
POLICE OFFICER I	30 College Semester Units	None		Completion of Academy	
POLICE OFFICER II	30 College Semester Units	18 months as P.O. I	Basic Certificate		
CORPORAL	45 College Semester Units	5 yrs./3 yrs. in Turlock*	Intermediate Certificate	(1) Special Assignment***	
SERGEANT	**Education and Experience:** 60 College Semester Units, five (5) years' experience as a Police Officer II with Turlock Police Services and supervisory experience, either four (4) years as a Field Training Officer **or** two (2) years as a Police Corporal with Turlock Police Services **OR** Possession of a Bachelor's Degree from an accredited college or university in law enforcement or a related field and five (5) years' experience as a Police Officer II with Turlock Police Services.**		P.O.S.T. Advanced Certificate	(1) Special Assignment	Must attempt to rotate through all shifts within three (3) years prior to appointment

Special Assignment: as defined in Section 30 of the MOU

* If an internal exam is conducted for the position of Corporal and/or Sergeant and there are an insufficient number of candidates, an open recruitment may be conducted and a total of five (5) years of experience with any agency will satisfy the minimum experience requirement.

** Supervisory experience may run concurrently with five (5) years as a Police Officer II.

***(1) Special Assignment shall include the completion of one (1) year in a special assignment or completion of one (1) year with a collateral duty with Turlock Police Services.

NON-SWORN	EDUCATION	EXPERIENCE	CERTIFICATIONS	SPECIAL TRAINING
ANIMAL SERVICES OFFICER	30 College Semester Units	2 years with Animals	PC 832 w/in 6 months	CDL
CSO I; EVID & PROP	30 College Semester Units	2 years with Public	CSO – job related courses w/in 18 months	CDL
CSO II ; EVID & PROP II	30 College Semester Units	2 years as CSO I	Practical Test	Completion of Special Training
NEIGHBORHOOD PRESERVATION OFFICER	60 College Semester Units	2 years technical Administration	PC 832 at appointment	CDL
ESD TRAINEE	Twelfth Grade	None	DOJ CLETS Workbook w/in 6 months **AND** Type 35 wpm	
ESD I	Twelfth Grade	12 months dispatch experience	DOJ CLETS Workbook w/in 6 months **AND** Type 35 wpm	CAD
ESD II	Twelfth Grade with Additional College Coursework	36 months of dispatching experience **OR** 18 months as a Dispatcher I with the City of Turlock	DOJ CLETS Workbook w/in 6 months **AND** P.O.S.T. Dispatch Certificate **AND** Type 45 wpm	CAD
ESD, SENIOR	15 College Semester Units & 3 Units in Supervisory Training	12 months as a Dispatcher II with the City of Turlock	Possession of DOJ CLETS Workbook **AND** P.O.S.T. Dispatch Certificate **AND** Type 45 wpm	CAD

I. PURPOSE

It is the intention of this policy to eliminate and prevent substance abuse and its effects in the workplace. While the City of Turlock has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence and influence of drugs and alcohol on the job, and the influence of these substances on employees during working hours are inconsistent with this objective. For definition purposes throughout this policy, "impair" or "impairment" shall be considered use by an employee of alcohol and/or all substances, drugs, or medication, legal or illegal, which impairs an employee's ability, physically and/or mentally to perform safely and effectively the functions and duties of his or her position.

Employees who think they may have an alcohol or drug usage problem are urged to seek on their own volition confidential assistance from the Employee Assistance Program. Although not legally required as a public employer, the City of Turlock will be supportive in accordance with Labor Code 1025 et seq. of those who seek help voluntarily, the City cannot and will not tolerate performance problems caused by substance abuse.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end, the City will act to prevent and/or eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which impair an employee's ability safely and effectively to perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All employees covered by this policy should be aware that violations of this policy may result in discipline, which includes but is not limited to termination.

In recognition of the public service responsibilities entrusted to the employees of the City, and that drug and alcohol usage can impair an employee's ability both mentally and physically to perform the duties and functions safely and effectively, the following policy is agreed upon.

II. POLICY

It is city policy that employees shall not be impaired by alcohol or drugs; nor possess alcohol or illegal drugs at the assigned work sites. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs.

It is city policy that no alcoholic beverages are permitted at the assigned work site unless expressly authorized by the City Manager.

It is the duty of the employee to notify his/her supervisor before beginning work, after taking prescribed medications or drugs which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of equipment. Failure to notify the supervisor may result in the employee being disciplined, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified medical practitioner may be required by the Department Head or his/her designee. Such clearance may be obtained by the employee on City time and at City expense if the employee is directed to obtain the verification prior to commencing or resuming his/her assigned duties. Use of City time must be reasonable and no overtime liability shall be incurred. In the event such clearance cannot be obtained, a good faith effort shall be made to find modified duty. Modified duty in this case is not subject to the Grievance Procedure.

The City reserves the right to search, without consent or warrant, all areas and property in which the City maintains control or joint control with the employee. Controlled and jointly controlled areas include City vehicles, offices, desks, file cabinets, lockers, etc. Notwithstanding the above, no employee shall have his/her personal locker or other personal storage space for storage that may be assigned exclusively to him/her searched except in his/her presence, or with his/her consent, or unless a valid search warrant has been obtained. This section shall apply only to lockers or other space for storage that are owned or leased by the City. All such searches shall be based on probable cause. "Probable cause" as used in this policy shall have the same meaning as when applied in California criminal law. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.

Refusal to submit immediately to a medical examination, subject to Section VI of this policy, based on probable cause for suspicion of drug or alcohol impairment while on duty when ordered by the Department Head or his/her designee may constitute insubordination and may be grounds for discipline which includes but is not limited to termination. For the purpose of this

policy, designee shall be defined as the Assistant Department Head or other City manager who is assigned the authority to act for the Department Head in his/her absence.

Employees displaying objective symptoms of alcohol or drug impairment shall be prevented from engaging in further work and shall remain at the work site for a reasonable time until he/she can be safely transported from the work site.

The City is committed to providing reasonable accommodation as provided under Labor Code 1025 et seq. to any employee who enters a drug rehabilitation program.

The City has established a voluntary Employee Assistance Program ("EAP") to assist those employees who seek help for alcohol or drug problems. Employees should contact their supervisor or Personnel for additional information.

III. APPLICATION

This policy applies to all employees of the City in the classifications covered by this Memorandum of Understanding. This policy applies to alcohol and to all substances, drugs or medication, legal or illegal, which impair an employee's ability to perform his/her assigned functions and duties.

IV. EMPLOYEE RESPONSIBILITIES

An employee must:

A. not report to work or be subject to duty (on-call) while his/her physical and/or mental ability to perform job duties is impaired from on- or off-duty alcohol or drug use;

B. not possess impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on breaks, or at any time while at the assigned work site;

C. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty;

D. submit immediately to a medical examination when ordered, in writing by a Department Head or designee when probable cause exists that the employee is either physically or mentally unable to perform the duties of his/her position;

E. notify his/her supervisor before beginning work or prior to taking any medically prescribed medication or drugs at work which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of City equipment;

F. provide within two (2) work days of request, bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a medical examination reveals the presence of such drugs or medications. Extensions of time beyond the two work days may be granted upon the showing of good cause. The prescription must be in the employee's name;

G. must abide by the regulation of the Drug-Free Workplace Act of 1988. Thus, such employees who are convicted of any criminal drug statute for a violation occurring in the workplace must notify personnel no later than five (5) days after the conviction. Once the City is notified of the conviction, it must then notify the appropriate federal agency of the conviction. With respect to any employee so convicted, the City will take appropriate action up to and including termination. As a condition of continued employment, the City may require the convicted employee to participate satisfactorily in a generally recognized drug abuse rehabilitation program. A felony conviction for possession or sale of illicit drugs will be cause for termination.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

A. Department Heads or their designees are responsible for reasonable enforcement of this policy;

B. A Department Head or designee may order in writing an employee to submit to a medical examination when the Department Head or his/her designee has probable cause to believe that an employee is intoxicated or otherwise impaired by drugs or alcohol while on the job or receiving compensation for on-call duty and thereby subject to being called and is not physically and/or mentally able to perform the duties of his/her position. The medical examination may include sampling of urine for purposes of testing for alcohol or drugs;

C. A Department Head or designee ordering an employee to undergo a medical examination shall document in writing the facts constituting probable

cause that the employee in question is intoxicated or impaired by alcohol or drugs prior to the request for the medical exam;

D. A Department Head or designee encountering an employee who refuses an order to submit to a medical examination shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is probable cause to believe that the employee is at that time impaired by alcohol or drugs, the employee shall remain at work site for a reasonable time until he/she can be safely transported home or removed to another appropriate location;

E. A Department Head or designee shall not physically search the person of an employee, nor shall they search the personal possessions of an employee without the freely and voluntarily given written consent by the employee;

F. Management employees and non-management supervisors shall notify their Department Head or designee when they have probable cause to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is probable cause to suspect illegal drug possession, the Department Head or designee shall notify the appropriate parties, including the Personnel Officer or designee.

G. The Department Head or designee may have due consideration to successful completion of a generally recognized substance abuse treatment program when determining what, if any, disciplinary action to impose on an employee for violations related to drug or alcohol abuse.

VI. MEDICAL EXAMINATION AND PROCEDURE

The medical examination may test for any substance which could physically and/or mentally impair an employee's ability to perform safely and effectively the functions and duties of the job, including, but not limited to prescription medications, heroin, cocaine, morphine, and its derivatives, P.C.P., methadone, barbiturate, amphetamines, marijuana, other cannabinoids, and other illegal substances defined by state law.

An employee shall have the right to representation and the employee shall be informed of the right to representation prior to any meeting to be held for the primary purpose to investigate allegations of drug or alcohol impairment, and/or illegal sales or possession; and if the allegations were subsequently found to be true, formal disciplinary action would result. (Employees have the right to waive representation.) Employees shall have the right to have a representative present

prior to being medically examined for probable cause to suspect use. The representative must be available and present within a reasonable time from the time of the request. The City reserves the right to administer a medical examination within two hours of the call to the representative, depending upon the circumstances.

A second specimen shall be obtained and maintained by the laboratory facility. Within forty-five (45) days of the receipt of a notice of intended discipline the employee or his/her representative may request and secure the specimen at the employee's or the representative's expense. It is the affirmative obligation of the employee or representative to request the second specimen from the City.

VII. RESULTS OF MEDICAL EXAMINATION

A. Alcohol/Drug Tests

1. A positive result from a drug and/or alcohol test obtained during a medical examination may result in disciplinary action up to and including termination.

2. If a drug screen is positive, the employee must provide within two (2) work days of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. Extension of the time beyond the two work days may be granted upon the showing of good cause. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or the employee has not previously notified his/her supervisor that he/she has taken impairing prescription medication, the employee will be subject to disciplinary action up to and including termination.

3. If an alcohol or drug test is administered during the medical examination and is positive for alcohol or drugs, the City shall conduct an investigation to gather all relevant facts. The decision to impose discipline of less than termination or to discharge will be carried out in conformance with the Appeals Procedure provided in the Memorandum of Understanding between the Turlock Associated Police Officers and the City of Turlock.

4. Testing and reporting of test results will follow the guidelines as established by the Department of Health and Human Services as promulgated in Volume 53, No. 69 of the Federal Register as incorporated herein and made a part of this policy by reference.

VIII. CONFIDENTIALITY

Medical or laboratory reports or test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Personnel Department. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the employee on written request. Disclosures without employee consent may also occur when:

A. the information is compelled by law or by judicial or administrative process;

B. the information has been placed at issue in a formal dispute between the City and the employee;

C. the information is to be used in administering an employee benefit plan;

D. the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone - (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

Rick Santos, CFA, ASA, MAAA
Senior Pension Actuary, CalPERS

APR 12 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2013-017 AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND TURLOCK CITY EMPLOYEES ASSOCIATION (TCEA) COVERING THE PERIOD NOVEMBER 1, 2013 THROUGH OCTOBER 31, 2014	}	**RESOLUTION NO. 2013-**

WHEREAS, the City and the Union met and agreed upon the terms of the Memorandum of Understanding as outlined in the attached (see Exhibit B); and

WHEREAS, the represented employees of this association have agreed to partner with the City of Turlock by making their individual and collective contribution toward improving the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2013-017 and adopt the attached Memorandum of Understanding covering the period November 1, 2013 through October 31, 2014.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

EXHIBIT B

MEMORANDUM

OF

UNDERSTANDING

BETWEEN

THE CITY OF TURLOCK

AND

TURLOCK CITY EMPLOYEES ASSOCIATION

November 1, 2013 – October 31, 2014

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TURLOCK
AND
TURLOCK CITY EMPLOYEES ASSOCIATION

PREAMBLE

The authorized representatives of the City Council of the City of Turlock, hereafter referred to as the "City", and the authorized representatives of the Turlock City Employees Association hereafter referred to as "TCEA" do jointly accept and agree to all the terms and conditions of employment set forth in this Comprehensive Memorandum of Understanding.

The terms and conditions of employment set forth in this Memorandum of Understanding have been discussed in good faith by the authorized representatives of the City and the authorized representatives of TCEA. The authorized representatives of TCEA agree to recommend acceptance by the employees of all terms and conditions set forth herein. Following said acceptance by the employees, authorized representatives of the City agree to recommend to the Turlock City Council that all terms and conditions set forth herein be approved by resolution. Upon adoption of said resolution, all terms and conditions so incorporated shall become effective without further action by either party.

1:00 TERM OF AGREEMENT

TCEA's MOU absent mutual agreement, except where otherwise indicated, the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to April 1, 2014.

2:00 MANAGEMENT RIGHTS

2:01 GENERAL TERMS

The City continues to possess exclusively the rights listed below plus all other rights to which, by law, the City is entitled. These rights may not be

abridged or modified in any way, except by formal legislative action by the City Council (i.e.- resolution or ordinance):

a. To determine the mission of all constituent departments, commissions and boards.

b. To set standards of service.

c. To determine the appropriate levels of City services, except where defined in the MOU.

d. To take disciplinary action for just cause.

e. To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization and technology.

f. To employ any appropriate means or method to maintain the efficiency of governmental operations and administration.

g. To determine the methods, means and personnel by which government operations are to be conducted.

h. To determine the procedure and standards for selection for employment and determine the content of job classifications.

i. To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring employees work overtime.

j. To direct employees, make assignments and determine need for overtime work.

k. To transfer or reassign employees, as outlined in the MOU.

l. To layoff employees by position as result of: elimination of positions through City Council resolution, lack of work; budgetary considerations (including, without limitation, lack of funds or other appropriate related reasons), reorganization; or other related reasons.

2. Any agreement between the City and TCEA evidenced by a Memorandum of Understanding pursuant to Government Code Section 3500 et. seq. shall take precedence over any of the above enumerated employee and management rights; and that such a Memorandum of Understanding shall be honored in good faith during the life of this contract.

3. Prior to any resolution, ordinance or statement of policy affecting employee rights, wages or working conditions of employment, the City shall provide ten days' notice to TCEA. TCEA shall have the right to express its opinion upon the matter to the City Manager, Mayor and City Council and maintains the right to meet and confer regarding such proposed changes when applicable.

2:02 MEDICAL EXAMINATIONS

1. **When Required**. The City Manager may require, upon cause, an employee to have a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical, mental or emotional condition as any such condition relates to employment by the City.

2. **Costs.** Fees for the examination and for the service of medical specialists or technicians, if required by the City, shall be paid by the City. The employee may provide medical or other evidence to the examining

physician or to the City. The examining physician shall make a written report of the examination to the City.

The City Manager shall provide a copy of the physician's written report to the employee.

3. **Transfer.**When the City Manager, after considering the conclusions of the medical examination and other pertinent information, concludes that the employee is unable to perform the work of his or her present position, but is able to perform the work of another vacant position, the appointing power may transfer the employee to such a position. The employee transferred pursuant to this section shall receive the maximum of the salary range of the class to which he or she is transferred, provided that such salary is not greater than the salary he or she received at the time of his or her transfer. Transfer, for the purposes of this section, shall mean to change an employee from one position to another regardless of the new salary or wage scale involved.

4. **Termination.** When the City Manager, after considering the conclusions of the medical examination provided for by this section or medical reports from the employee's physician, and other pertinent information, concludes that the employee is unable to perform the work of his or her present position, or any other position in the City, and cannot be reasonably accommodated as defined in the Americans with Disabilities Act which became effective July 26, 1992, and the employee is not eligible or waives the right to retire for disability and elects to withdraw his or her retirement contributions or to permit his or her contributions to remain in the retirement fund with rights to service retirement, the City Manager may terminate the employment of the employee.

5. **Reinstatement.** Upon the request of the City Manager or the petition of the employee who was terminated or transferred in accordance with this section, the employee may be reinstated to an appropriate vacant

position, if it is determined by the Department Director that the employee is no longer incapacitated for duty. In approving or ordering such reinstatement, the City Manager may require the satisfactory completion of a new probationary period only if the employee is placed in a different position. When the City Manager finds the employee who was terminated or transferred is no longer incapacitated for duty and there is no vacant position to which he or she appropriately can be appointed, the name of the employee shall be placed on a re-employment lists.

3:00 ASSOCIATION BARGAINING

3:01 Representative Time Off

1. Four (4) TCEA representatives shall be granted reasonable paid release time for meet and confer. Necessary release time shall be granted to the applicable steward for grievance meetings and investigations.

2. The City will allow two (2) TCEA representatives to attend P.E.R.S. training or meetings not to exceed eight hours per year. Travel and meal expenses will be borne by the representatives. Attendance at such meetings must be approved through the normal trip authorization process.

4:00 AGENCY SHOP

4:01 Representative Fee for Non Association Members

It is understood that TCEA may charge non-members a reasonable fee when the non-member requires or desires representation services for grievances and discipline, and it is

agreed that such fee shall not be a violation of this section or the M.O.U.

4:02 Association Membership

1. Pursuant to California Government Code §3502.5, TCEA caused an "agency shop" arrangement to be placed into effect by a secret ballot election that concluded on June 7, 2004. With the establishment of the agency shop arrangement, all employees in the represented classifications must, as a condition of employment either join the Association or pay the Association a service fee.

2. The City has agreed to provide all new represented employees on the date of their initial employment an information packet explaining the agency shop arrangement, association membership, agency fee payer, religious conscientious objector and the agency fee appeals procedure. The City agrees to continue providing the packet to all new represented employees during the term of this MOU. The packet and all enclosed information shall be provided to the City by TCEA and shall be produced at the sole expense of TCEA. TCEA acknowledges the requirements of Government Code § 3502.5(f) regarding financial reports.

3. Pursuant to Government Code § 3502.5, any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association but shall, in lieu of dues or agency shop fees, pay a sum equal to the agency shop fee to one of the following non-religious, non-labor charitable organizations: Earthshare of California, United Way, or the American Red Cross.

4. All regular full-time employees who are members of TCEA on the effective date of this MOU shall maintain such membership in good standing during the term of

the MOU; subject, however, to the right to resign from membership during the thirty (30) days prior to the expiration of this MOU.

5. All regular full-time employees hired after the effective date of this MOU, and who choose to become members of TCEA, shall maintain such membership in good standing during the remaining term of this MOU.

6. Pursuant to Government Code § 3502.5(b), TCEA shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by City for the purpose of complying with this Section.

4:03 Payroll Deductions for Non Association Members

The City will deduct, each month, monthly dues in the amount certified by TCEA from the pay of those employee members of TCEA who individually request, in writing, that such deduction be made and from agency fee payers as authorized by the agency shop arrangement.

5:00 CITY POLICIES

5:01 Establishing Work Rules and Policies

The City agrees to meet and confer on changes in existing work rules or the establishment ofnew work rules with the Association as required by Government Code §3500 et.seq.

5:02 Revising Work Rules and Policies

Proposed or modifications of existing work rules shall not become effective until the City and Association have met and conferred on them in accordance with Government Code §3500 et.seq. Work rules will become effective as to each employee after receipt and acknowledgement.

5:03 Enforcing Work Rules and Policies

Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement provided the rules are uniformly applied and enforced.

Any unresolved complaint by the Association as to the reasonableness of any new or existing rule, or any complaint by the Association involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

6:00 PERSONNEL RULES

The parties agree that issues concerning the administration of wages and benefits which are not specifically referenced herein are covered through language contained in either the PERSONNEL RESOLUTION or PERSONNEL ORDINANCE.

7:00 BUDGET REPORTS

The City will provide to the Association a quarterly, mid-year and annual budget report.

8:00 SCHEDULE CHANGES

Work schedules may be changed with a minimum of 30 calendar days advance notice. In the event of an emergency or unforeseen circumstance, the City may temporarily change schedules to address the emergency or unforeseen circumstance.

9:00 EMPLOYMENT

9:01 Probation – New Employees

The probation period shall be twelve months from the date of hire. Probationary employees are eligible to receive a merit increase to the next highest step in the salary range of their classification upon completion of their probationary period and achieving a minimum overall rating of "Meets Standard" on their performance evaluation. Failure to achieve a minimum overall rating of "Meets Standard" shall cause the probationary employee to be terminated for failing to meet the standards of their position.

9:02 Promotional Employees

Employees who are promoted and do not perform at an acceptable level in their new position for which they are serving a new one-year probationary period will return to a former position in which they held regular status in their department.

9:03 Personnel Files

Employees may review their personnelfiles at any reasonably arranged time.

9:04 Evaluations

Each employee shall have a written performance evaluation each year, which shall be placed in the employee's personnel file. Employees serving a probationary period will receive semi-annual evaluations.

9:05 New Positions And Job Openings

New positions or vacancies may be created by departmental promotion, attrition, resignation, termination, City promotion or transfers. The City reserves the right to determine if the positions shall be filled from within the City services or by open competition. In order to make the aforementioned determination, the City Manager shall meet with the Department Director and make a decision that the City Manager considers to be in the best interest of the City.

9:06 Classification Descriptions

The City shall offer to meet and consult on newly developed or modified job descriptions for all classifications represented by the Association.

10:00 SALARIES / SPECIAL PAY / OVERTIME / STANDBY / CALL BACK /COMPENSATORY TIME OFF

10:01 Cost of Living – None.

10:02 Bilingual Pay

1. The City agrees to pay a premium of 2.5% of base rate of pay to employees with bilingual skills in positions the City has determined the use of bilingual skills are necessary or desired to serve the Turlock community. Currently stipends are offered for Spanish and Portuguese. Additional languages may be offered at the discretion of the City Manager.

2. Bilingual assignments shall be recommended by the Department Director and approved by the City Manager. In order to receive bilingual assignments, the employee must undergo and pass testing to be certified as bilingual. In addition, the individual must have provided needed translation on a routine basis.

3. The Department Director with the approval of the City Manager shall have the authority to terminate bilingual assignments when either: (1) the need no longer exists or (2) the number of employees who certified as bilingual is more than is needed for any department.

4. Members of TCEA who possess bilingual skills agree to continue rendering needed interpretation services whether or not they receive bilingual pay. Use of bilingual skills which are incidental to primary job assignments will not warrant bilingual pay.

5. Individuals not selected to earn bilingual pay may submit documented translation service records covering a period of time not less than three (3) months to request a verbal bilingual certification exam and bilingual pay. Such request will be evaluated on the service operation needs of the effected department. The final decision regarding any department's need for a translator is made by the City Manager. The City Manager's decision is final and binding and not subject to the grievance procedure.

6. Bilingual pay is not considered part of the base pay for the calculation of overtime.

7. Bilingual pay is not available to employees while they are serving their initial twelve (12) month probation period.

10:03 Associate Degree Incentive Pay

Employees who possess an Associate's Degree from an accredited college or university shall receive an additional $50.00 per month, as long as the degree or its equivalency is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Associate Degree Incentive Plan in conjunction with the Bachelor Degree Incentive Plan or vice versa.

10:04 Bachelor Degree Incentive Pay

Employees who possess a Bachelor's Degree from an accredited college or university shall receive $100 per month as long as possession of, or equivalency to the degree is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Associate Degree Incentive Plan in conjunction with the Bachelor Degree Incentive Plan or vice versa.

10:05 Out of Class Pay

1. The City agrees that upon specific written assignment by the Department Director an employee may be required to assume the duties, responsibilities, authority and accountability of a higher classification.

2. Employees assigned to perform the duties of a higher class for at least forty (40) consecutive hours shall be compensated at the base rate of the higher classification if the rate is higher than that to which the employee is regularly assigned beginning on the forty-first (41) hour. The compensation amount received by the "acting" employee shall not exceed an additional five percent (5%) over their salary. An employee seeking additional training in another class may waive his/her right to out-of-class pay in order to pursue desired training.

10:06 Flexible Staffing

Effective February 2, 2010, the flexible staffing program was terminated.

10:07 Definition of Hours Worked

Hours worked is defined as hours worked including, vacation, sick and comp time used.

10:08 Overtime Defined

Overtime is defined as all time worked over forty (40) hours in a work week including vacation, sick, and comp time used.

10:09 Compensatory Time Off for Overtime Worked

Upon prior authorization of the Department Director or due to emergencies, overtime may be approved and paid at time-and-one-half the base wage as determined by the salary schedule, or by compensatory time off at time-and-one-half, in

units of not less than one-half hour, as designated by the employee. All overtime authorized shall be recorded.

10:10 Compensatory Time Off

Compensatory time off shall be taken at a time mutually agreeable to both the employee and Department Director. An employee may accumulate no more than sixty (60) hours of compensatory time off. Employees in the Utility Maintenance Worker classification may accumulate a maximum of eighty (80) hours. By June 30th of each year, all employees will receive payment for any compensatory time-off hours over forty eight (48)hours and have their level of accrual reduced to forty eight (48) hours.

10:11 Flexible Time Off

Prior to overtime being worked, a supervisor may arrange for and inform an employee to take such time off at straight time during the same week that the overtime is worked to insure that the employee's actual time worked does not exceed forty (40) hours within a given workweek.

10:12 Holiday Overtime

An employee who is scheduled or called back in accordance with section 10:16 to work on a scheduled holiday shall receive double time pay or compensatory time off for each one hour worked on that holiday, except as provided in section 10:14.

10:13 Standby

Employees, including supervisors who volunteer or are scheduled for standby duty, shall be paid sixteen (16) hours of their base rate of pay for every seven, twenty-four (24) hour shifts on standby, starting at the end of the shift on Friday and ending Friday at the end of the shift the following week. Employees shall receive one and one half (1½) times of their base rate of pay or one and one-half compensatory time for call-outs (minimum of one and one half (1½) hour increments).

Individuals scheduled to work standby wishing to switch with another employee shall obtain their supervisor's approval at least one week in advance of the scheduled standby week. Standby lists will be posted in December of each year for the next twelve-month period (January - December). Individuals on standby will be allowed to take a City vehicle home. City vehicles shall be utilized in accordance with the City Vehicle Policy. In the event that the standby duty begins on a Friday that is also a Holiday, both the employee ending standby duty and the employee assuming the standby duty shall receive four (4) hours of standby pay.

10:14 Holiday Standby

All personnel scheduled to work on a holiday shall be scheduled from the beginning of the holiday at midnight to the next midnight. An employee who is required to be on standby duty on a scheduled holiday shall be paid, in addition to the normal standby pay, an additional four hours at their base rate of pay for the twenty-four (24) hour holiday period.

10:15 Work on Holiday Standby

Employees who are on scheduled holiday standby shall be paid at double their base rate of pay for actual hours worked on a call back assignment on that holiday but no less than 1 ½ hours.

1. Holidays, for the purpose of this section shall be the actual calendar date from 12 a.m. to 12 p.m. on which the holiday falls and which are delineated as holidays in section 27:00 of this Memorandum of Understanding.

10:16 Call Back

Definition: Call back assignments are unscheduled/ unplanned employer requests for employees to return to work to address work demands, as determined by City.

Employees who are called back to work will receive a minimum of two (2) hours of compensation (pay or time) at time-and-one-half. Actual hours worked in excess of two (2) hours will be compensated (pay or time) at time-and-one-half. Pay under this section shall be based on base rate of pay.

11:00 RETIREMENT BENEFITS

11:01 Retirement Program

Employees covered by this agreement participate in the public employees Retirement Systems (PERS) 2.7% at 55 for full and modified formula for all active local miscellaneous members only. The City pays the employee's 8% PERS contribution as well as the Employer's contribution.

During the term of this MOU, the employee will pay the employee's 8% PERS contribution.

In addition from November 1, 2013 through October 31, 2014, the employee will pay 1% of the Employers PERS contribution designated as normal cost (NC) and attributable to the amendment to the PERS contract dated January 1, 2008 on the attached valuation dated April 6, 2011. (See Attachment B).The total 9% PERS contribution shall be deducted as a pretax employee pension expense.

1. Retirement benefits will be based on the highest one-year of service. Conversion of sick leave accrual towards service credit will be allowed in lieu of sick leave cash out provisions.

2. The PERS 1959 Survivor Benefit is covered at level three (3).

3. The City agrees to amend the contract with CalPERS to provide the employee option to purchase Military Service Credits.

4. New employees, as defined by AB 340, hired on or after January 1, 2013, will participate in the Public Employee Retirement System (PERS) 2% at 62 defined benefit formula. New employees shall have an initial contribution rate of at least fifty percent (50%) of the total normal cost rate for the defined benefit plan or the current contribution rate of similarly situated employees, which is currently a 9% PERS contribution, whichever is greater. All employees shall be subject to the mandatory provisions of AB 340.

11:02 Retiree Health

1. The City agrees to offer retirees group health, dental, and vision coverage contracted by the City. The retired employee is responsible to pay the premium costs of elected coverage.

2. Premiums will be reviewed for rate adjustments once every twelve months with the plan renewal effective July 1st of each year. Retirees will receive a 15 day notice of premium rate changes.

11:03 Retiree Health Savings RHS Vantage Care - Funding

1. The City agrees to contribute to each TCEA represented employee two percent (2%) ofthe employee's base payroll to be deposited in each individuals RHSVantage Care account.

11:04 Retiree Health - Eligibility

Retirees who wish to participate in the City's offered plan after retirement must elect to continue with such coverage within 30 calendar days of retirement. Thereafter, retirees are ineligible to participate in the City's offered plan. Eligibility for Retiree Health Insurance Coverage is set forth in Attachment A.

11:05 Conversion of Sick Leave To Retiree

HealthSavings(RHS)VantageCarePlan

Employees retiring from City service may convert sick leave at a rate of fifty percent (50%) of its value based upon the base salary rate of the retiring employee at the time of retirement into their individual RHS Vantage Care plan.

11:06 Deferred Compensation

The City agrees to match the employee's contribution to the City's deferred compensation program up to one half percent (1/2 %) of the employee's base salary for each pay period in which the employee contributes to the program. Employees with over fifteen (15) years of service will be matched up to one percent (1%) of the employee's base salary for each pay period in which the employee contributes to the program. The increase in the City's match shall be effective the 1st day of the month following the employee's 15th anniversary.

12:00 RETIREE HEALTH SAVINGS VANTAGE CARE PLAN

Effective March 1, 2006, the Retiree Health Savings Vantage Care Plan was made available to the Association.Effective June 1, 2007 the Retiree Health Savings Vantage Care Plan became a mandatory savings plan requiring participation by allmembers as required by the IRS. The general description of this program is included as Attachment A to this MOU.

The City and Association agreed that the City would terminate contributions to the Retiree Health Fund and instead, contribute two percent (2%) of each employee's base payroll into each employee's Retiree Health Savings Vantage Care Plan. This change in contribution from the Retiree Health Fund to each employee's Retiree Health Savings Vantage Care Plan became effective May 1, 2012.

13:00 INSURANCE

13:01 Health, Dental & Vision Benefits

1. The City agrees to establish and maintain a health, prescription, vision and dental plan for employees and their dependents through a self-funded plan or a stand-alone insurance plan.

2. The City agrees to pay the full premium for each covered employee and their dependents for health, dental and vision insurance.

3. The City reserves the right to provide health benefits through a self-funded plan or stand-alone insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:

   a. The plan imposes exorbitant costs upon the City.

   b. The health care carrier refuses to provide services to the City.

   c. The health care provider no longer offers the services; or

   d. The health plan is discontinued.

4. Employees who are covered by an alternate health insurance provider through spousal coverage acceptable to the City shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute fifty percent (50%) of the premium cost to the employee's deferred compensation account for those employees not electing City health insurance.

14:00 LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be an amount equal to one and

one-half (1-1/2) times the annual base salary rate rounded to the next higher $1,000, if not already a multiple thereof, plus $5,000. The maximum benefit under this provision is $175,000.

15:00 DONATION OF ACCRUED TIME

1. The City agrees to allow employees to donate their vacation and/or sick leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments. Such cases must be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.
2. The City agrees to allow employees to donate their vacation and/or sick time to fellow employees who must care for an immediate family member who has incurred catastrophic (i.e. life threatening) illnesses or injuries. Such cases must be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.
3. Employees who donate sick leave must do so at a conversion rate of 2 to 1; (i.e., four (4) hours credited for every eight (8) hours of sick leave donated – such donations will not count towards utilization of sick leave sell-back in December). A maximum of eight (8) hours sick leave may be donated.
4. Employee's immediate family is defined in Section 26:06.

16:00 LONG TERM DISABILITY

Long Term Disability insurance will be provided to all full-time employees. Employees will be first eligible for coverage after completing their first year of employment with the City. The waiting period for benefits shall be sixty (60) days. Employees may augment long term disability coverage with accrued leave to a limit not to exceed 80% of their current monthly salary.

17:00 UNIFORMS

The City agrees to continue to provide a uniform to those classifications currently provided one. The City agrees to continue to provide uniform cleaning service for those bargaining unit members who receive it currently.

18:00 SAFETY GEAR BOOTWEAR REIMBURSEMENT ALLOWANCE

The City shall provide designated employees reimbursement for the purchase of safety footwear up to one hundred and fifty dollars ($150). The reimbursement is contingent upon the following:

1. Employees whose job classification requires that they work in the field shall be reimbursed on an annual basis.

2. Employees whose job classification requires that they work in the field a nominal amount (e.g, at least fifty percent (50%)) shall be reimbursed on a bi-annual basis.

3. Employees whose job classification requires that they work in the field a deminimus amount shall be provided reimbursement every three years.

4. The employee must be identified by classification or individually based on assignments by the City in order to be reimbursed for safety footwear.

5. The safety footwear purchased must meet standards established by the City (i.e. steel toe, etc.) and an original receipt must be presented in order to receive reimbursement.

6. Employees may request a reimbursement prior to the times listed above due to excessive wear and tear of their safety boot. The City's decision regarding reimbursement is final and binding and not subject to the grievance procedure.

19:00 EDUCATIONAL REIMBURSEMENT PROGRAM

19:01 Educational Reimbursement

A TCEA employee wishing to receive reimbursement for tuition and book fees for coursework related to the advancement of knowledge and skills of their classification, must request approval by the department director and the City Manager prior to enrollment in a course.

Upon approval of coursework by the City Manager and successful completion witnessed by a certificate or passing grade, the employee will receive reimbursement for fees as outlined below:

1. The maximum individual reimbursement is $500 per fiscal year.
2. An amount of no more than $4,500 per fiscal year for employees in the miscellaneous bargaining unit may be used for this purpose.
3. Participants in this program are required to have and maintain a minimum overall performance rating of average or above.
4. Probationary employees are not eligible for this program
5. A copy of the class schedule must be attached to the proposal form.

Note: Participation in this program is contingent upon the availability of funds.

19:02 Certification Exams

If a certification examination day falls on a day when an employee being examined is scheduled to be off work, the employee will be granted one-half (5 hours for 10-hour day) day compensatory time off.

Out-of-Pocket Expenses: Reimbursement is provided for expenses incurred to satisfy certification requirements as specified in job descriptions. Expenses to be reimbursed include pre-approved study materials and examination fees once tests have been passed.

20:00 COMPUTER LOAN PROGRAM

20.01 Computer Loan Program

The City agrees to offer regular employees the opportunity for a one time, no-interest loan up to $2500 for the purchase of a personal computer. A two-year payback, guaranteed through payroll deduction is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to termination. Employees are not limited to one use of the computer loan program, and have the ability to re-apply after five years from the beginning of the initial loan.

20.02 Regular Employee Defined

"Regular" employees are represented employees who have completed their initial probation. Included in this description are promotional and re-assigned probationary employees

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22:00 JURY DUTY

The City shall pay employees called to jury duty until such employees are dismissed by the court. Upon court dismissal, the employee shall return to

work if there are at least two (2) hours remaining in his or her work day. A shift employee will receive equivalent time off with pay when actually serving on jury duty on a day scheduled for shift work. Any payment, except travel pay, received by the employee shall be deposited with the City. If placed on-call by the Jury Commissioner's office, employees are to report to work and call the Jury Commissioner as directed for further instruction.

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25:00 VACATION ACCRUAL, ACCUMULATION AND USE

25:01 Vacation Accrual

The vacation accrual shall be as follows:

Years Completed	Vacation Days	Hours Per Month
0	10	6.67
3	15	10.00
5	16	10.67
6	17	11.33
7	18	12.00
8	19	12.67
10	20	13.33
15	21	14.00
20	22	14.67

"Vacation Day" for purpose of vacation eligibility means eight (8) working hours. Employees reaching their twentieth anniversary working for the City of Turlock and subsequent five-year anniversary increments thereafter will receive, on a one time basis, five (5) additional vacation days on that special anniversary. These hours will not be subject to the vacation accrual limit – if taken within six (6) months. It is the City's policy to encourage vacation usage.

25:02 Maximum Vacation Accrued

Years of Service	Maximum Accumulation
1 - 7 years	350 hours
8+ years	380 hours

The maximum accrued vacationwas allowed to be exceeded during the previousM.O.U.,however, by December 31, 2012 all employees must be at or below the maximum accrual of 350 hours for 1-7 years of service and 380 hours for 8 + years of service.

A manual override of vacation accrual limitation will be permitted when an employee's approved vacation of forty hours (40) or more was canceled by the City.

Employees will provide a written request for vacation at least two (2) weeks in advance and the City shall respond in writing within five (5) calendar days after the request is submitted. If an employee has no CTO, the employee may make a written request for vacation with less than two (2) weeks' notice. The City agrees that maximum flexibility will be used in granting the vacation use request with consideration of the City's genuine work needs.

25:03 Required Annual Vacation Usage

All employees shall be required to use at least a forty (40) hour consecutive block of vacation time each fiscal year. Employees with more than ten (10) years of service shall be required to use eighty (80) hours of vacation, including the aforementioned forty (40) hour block usage each fiscal year. Probationary employees, during their initial probationary period, shall be exempt from this provision.

25:04 Vacation Sellback

In June of each year, employees who have a minimum of sixty (60) hours of vacation time on the books may opt to cash out up to forty (40) hours of accumulated vacation time for its then current value, based on the employee's base salary rate. The employee shall receive payment within thirty (30) days of the employee's cash out election date.

26:00 SICK LEAVE ACCUMULATION AND USE

26:01 Sick Leave

Employees shall be granted paid sick leave credits beginning with the date of original employment at the rate of eight (8) hours for each month of service. Employees become eligible to use accrued sick leave upon completion of one (1) full month of continuous service. Sick leave shall be considered as a benefit which an employee may use for actual sickness or disability.

26:02 Notification

An employee, unless incapacitated, absent because of illness or injury shall notify their supervisor, or other departmental manager as may be directed, as soon as known but at least one (1) hour prior to the time set for beginning the work shift. If an employee is absent for more than three (3) consecutive days due to illness, the employee is required to provide a doctor's certificate to the departmental supervisor indicating that employee was medically excused from work (including a date to return to work).

26:03 Medical Release

The Department Director may require a medical release, with prior notice, for absences of less than three (3) consecutive days when employees have exhibited excessive use of sick leave when compared to other departmental employees or have exhibited a pattern of sick leave abuse (e.g. Fridays or Mondays).

26:04 Unused Sick Leave

On November 1 of each year, employees having at least four years continuous employment with the City may, at their option, be paid at their base rate of pay for fifty percent (50%) of unused sick leave earned during the previous twelve-(12)month period. The remaining fifty percent (50%) of accrued but unused sick leave shall be retained in the employee's current accumulated total of unused sick leave. If an employee resigns after four years, retires or dies while in City service, the employee or the employee's beneficiaryshall be paid at the base salary rate, for twenty-five percent (25%) of the employee's total accumulated unused sick leave. Employees terminated for cause shall not be eligible to receive payment for accrued sick leave on the books at the time of their termination.

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26:05 Family Illness

1. Employees may use a maximum of six (6), eight (8) hour days or forty-eight (48) hours of sick leave per calendar year to care for members of the employee's immediate family.

2. Employees may use a maximum of eight (8) days or sixty-four (64) hours of sick leave per calendar year to care for members of their immediate family who suffer from catastrophic illness which requires the employee's care. The City Manager shall have authority to make the decision when an employee may utilize this benefit. The decision of the City Manager is final and binding and not subject to the grievance procedure. The City Manager may authorize the use of additional sick leave.

26:06 Immediate Family

Immediate family is defined as: spouse; father/mother; son/daughter; mother-in-law/father-in-law; step relations and adopted children. Nothing under this section shall violate the rights of domestic partners under California Law.

27:00 HOLIDAYS

Employees covered under this agreement shall have the following City-paid holidays for the period of this agreement.

HOLIDAYS

1. Veteran's Day (November 11)
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Day
5. New Year's Day (January 1)
6. Martin Luther King Day (Third Monday in January)
7. President's Day
8. Memorial Day (Last Monday in May)
9. Independence Day (July 4)
10. Labor Day (First Monday in September)
11. Floating Holidays – On July 1 of each year, twenty four, (24) hours will be added to the vacation allowance of each employee. The twenty-four (24) hours includes eight (8) hours for Columbus Day. In the event that an employee leaves City service prior to the end of a fiscal year, a pro-rata deduction will be made from any final compensation due the employee.
12. Day before or after Christmas or New Year's Day – Employees may schedule this holiday with their supervisor to insure balanced staffing levels.
13. In the event the holiday falls on a Saturday, the proceeding Friday shall be the holiday instead.
14. In the event the holiday falls on a Sunday, the following Monday shall be the holiday instead.
15. Any day of mourning or holiday declared by the Governor or President. In such cases, the time observed will be one-time events, not on-going holidays or days of mourning to be reported in subsequent years. Time allotted under this provision will either cause the closing of City offices or will cause an equal amount of hours will be added to the employee's vacation time on the books. Employees will be allowed to utilize holiday time under the above-listed provision only if employees of the State of

California and/or the Federal Government are not required to work on the "day of mourning" or "holiday declared by the Governor or President."

16. Shift Personnel at Municipal Services – For employees subject to shift rotation, 9.33 hours of annual holiday leave shall be credited to each employee's holiday time each month in place of scheduled holidays. New employees shall accrue holiday in lieu time from their first full month of employment. Employees covered under this provision may not use holiday time until it is earned. Management shall not unreasonably deny the use of in-lieu holiday time.

a. Cash-Out – In-lieu Time: Employees may cash out at straight base wage up to nineteen(19) hours of in lieu time each June for payment on the July 20th payroll.

b. Employees must use in lieu holiday hours during the course of the fiscal year. Seven (7) holidays (56 hours) must be used by the end of January.

c. Employees will provide a written request for holiday time at least two (2) weeks in advance and the City will respond in writing within five (5) calendar days after the request is submitted.

Holiday time must be used prior to the end of the fiscal year or they will by lost, except as provided in subsection d.

d. Employees shall be allowed to carry over into the next fiscal year a maximum of nineteen (19) hours that must be used on or before September 30th. These hours shall not count toward the usage required by subsection (b). All hours not used by September 30th shall be lost.

17. City agrees to add an additional eight (8) hours straight time to CTO accrual for Wastewater Treatment Plant Operator's working at least eight (8) hours on any of the following holidays: Christmas Day, Thanksgiving Day and Independence Day.

In exchange for the employee concessions during the term of this agreement, employees will receive 56 hours of in lieu time off. ~~For all non-essential classifications,~~ All employees whose presence can be excused for a short duration of time and not adversely affect public safety or the operations of the City, as determined by the Department Director, the 56 hours of in lieu time must be taken as follows:

November 25, 26 and 27, 2013

December 24, 26,27 and 30, 2013

The holiday designated as the day before or after Christmas or New Year's Day shall be taken by all bargaining unit employees on December 31st. Employees will use 8 hours of their own leave time on December 23. The City will close for regular business on December 23. City will resume regular operations on January 2, 2014.

~~For all **essential classifications** For all employees who cannot be excused for a short period of time because it would adversely affect public safety of the operations of the City, as determined by the Department Director, the 56 hours will be credited as follows: 24 hours viewable on the Employee Portal on November 19th December 5 and credited as such and 32 hours viewable on the Employee Portal on December 24th December 31 and credited as such to be taken before December 31, 2014, with the Department Director approval. The "in-lieu" holiday is "use or lose" with no cash value prior to December 31, 2014.~~

For all employees who cannot be excused for a short period of time because it would adversely affect public safety or the operations of the City, as determined by the Department Director, the fifty-six (56) hours, will be credited as follows: twenty-four (24) hours on December 5 and thirty-two (32) hours on December 31. Time off in lieu must be taken by December 31, 2014 and is "use or lose" with no cash value.

28:00 MISCELLANEOUS LEAVES OF ABSENCE

28:01 Absence Without Leave

An employee who is absent without leave due to work stoppage or strike and who fails to return to duty within twenty-four (24) hours after notice to return shall be subject to immediate discharge, and such employee automatically waives all rights under the Personnel Ordinance and this Memorandum of Understanding, except as provided below. The depositing in the United States mail of a First Class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice. The employee shall be responsible for providing the City Manager with a current address.

28:02 Reinstatement After Discharge

If the employee proves to the satisfaction of the City Manager that such absence (as referenced in Section 28:01) was for legitimate reasons, the employee shall be reinstated without pay for such period of absence without leave.

28:03 Injury Leave

1. Any employee incurring a work-related injury or disability shall be entitled to injury leave to the extent provided by the State Workers Compensation Insurance Act. The first twenty-four (24) hours of leave due to an on-the-job injury in any one twelve (12) month period will not be charged to any accrued time and these do not have to be consecutive hours.

28:04 Light Duty Assignments

1. On occasion employees might incur an injury or illness that precludes them from performing their regular duties. Moreover, such instances may impose a financial hardship upon the employees and/or a hardship upon a department because of reduced personnel resources. Consequently, it will be the policy of the City to consider and evaluate light or modified duty requests on a case-by-case basis and that such assignments shall not be limited to any department.

2. Evaluating criteria - No light or modified duty assignment shall be approved by the City unless the following criteria exists:

    a. Endorsement for assignments must be obtained from the employee's physician in the case of non-job-related injury or illness indicating the ability of the individual to perform the duties assigned by the City. In cases of a job related illness or injury the City shall designate a physician to examine the employee and

determine if he/she is capable of working a light or modified duty assignment.

b. A statement from the physician must estimate as to a specific date of recovery from the illness or injury to the extent the employee can be returned to full time work. Such dates may be adjusted based upon accelerated rehabilitation or recovery or a prolonged period of rehabilitation due to aggravated circumstances.

c. The duration of the light or modified duty assignments shall be determined on a case-by-case basis. The City maintains complete and sole discretion to determine the length of any light or modified duty assignment. Generally, light duty assignments for non-job related injuries would be limited to two (2) to four (4) weeks.

d. The City is under no obligation to create or manufacture a position in order to provide light duty or modified duty assignments to any employee.

e. The City's decision regarding all light duty or modified duty assignments shall be final and binding and not subject to the grievance procedure.

28:05 Military Leave

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

28:06 Special Leave

Special leaves of absence with or without pay, may be approved by the City Manager for up to six (6) months. Such

leaves will require the exhaustion of accrued time, including sick leave to the extent that the leave is due to illness or injury. In approving leave requests, the City Manager will consider the Department Director's recommendation related to the ability of the department to continue the provision of service without the employee and the needs of the employee.

28:07 Bereavement Leave

Following the death of a relative defined by this section, paid bereavement leave will be granted upon request of an eligible employee. Bereavement leave shall be contiguous with the arrangement of or attendance at a funeral or memorial service for the deceased.

Employees holding regular (non-probationary) appointments in all departments shall be granted Bereavement Leave toarrange for or attend a funeral or memorial service for the first and second degree of consanguinity (including in-laws and step relations) based upon the location of the funeral or memorial services and the relationship of the deceased to the employee:

If the service is within three hundred (300) miles of the City of Turlock:

Spouse	up to (6) six working days
Mother/Father	up to (4) four working days
Son/Daughter	up to (5) five working days
Grandmother/Grandfather	up to (4) four working days
Granddaughter/Grandson	up to (4) four working days
Sister/Brother	up to (4) four working days

If the service is more than three hundred (300) miles from the City of Turlock:

Spouse	up to (6) six working days
Mother/Father	up to (6) six working days
Son/Daughter	up to (8) eight working days
Grandmother/Grandfather	up to (6) six working days
Granddaughter/Grandson	up to (6) six working days

Sister/Brother	up to (6) six working days

Working day for the purpose of Bereavement eligibility means eight (8) working hours.

Bereavement leave is not required to be taken on consecutive days.

29:00 ADMINISTRATIVE LEAVE WITH PAY

The Department Director may place an employee on leave with pay pending an internal investigation.

30:00 GRIEVANCE AND COMPLAINT DEFINITIONS

Grievance. A grievance is defined as an employee initiated allegation that a term or condition of employment established by State law, City ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the City or is not a subject outside of the scope of representation as defined in Section 3500 etseq. of the Government Code or the City's Employee Relations Resolution.

Complaint. A complaint is defined as an employee initiated allegation or dispute concerning items that are not defined grievances as defined herein. Complaints shall be directed through the chain of command with the Department Director being the final appeal location unless the Department Director is the subject of the complaint. In such cases, the complaint shall be forwarded to the City Manager for final resolution.

31:00 GRIEVANCE AND COMPLAINT PROCEDURES

31:01 Representation

At each step of the grievance procedure, the employee(s) may be represented by a representative of his/her choosing.

31:02 Time Limits

The time limits established in the grievance procedure may be extended by mutual agreement of the parties. Failure to meet such time limits by TCEA or the employee shall constitute withdrawal of the grievance. Such failure by the City shall entitle the employee or TCEA to request the next step of the procedure.

31:03 Notification

A grievance shall be submitted in writing and shall include at a minimum:

1. Nature of the grievance.
2. Date when the incident occurred.
3. Description of the incident.
4. Rule violated.
5. Specific remedy sought by the Grievant(s).

31:04 Steps in the Grievance Procedure

1. **First Step - Informal Discussions:** Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within twenty (20) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his/her decision within five (5) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he/she may proceed to the next step. If the grievance involves the immediate supervisor, this step shall be bypassed.
2. **Second Step – Supervisor:** If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance

between the employee and his/her designated representative, if any, and the supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance. If the grievance involves the supervisor, this step shall be bypassed.

3. **Third Step - Department Director:** If the employee remains unsatisfied from the results of the second step, the grievance may be submitted in writing to the employee's Department Director within ten (10) working days after the supervisor's answer is received by the employee. The Department Director shall meet with the employee and his/her designated representative, if any, within ten (10) working days after submission of the grievance to the Department Director. The Department Director shall review the grievance and may affirm, reverse, or modify the disposition made at the second step. The Department Director's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.

4. **Fourth Step - City Manager:** If the grievance is not satisfactorily resolved in the third step, the employee may appeal the decision of the Department Director to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the Department Director's decision.

31:05 Appeal to City Manager

Within ten (10) working days of submission of the grievance to the City Manager, the City Manager or designee shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

32:00 DISCIPLINARY PROCESS

32:01 Causes for Discipline

The City may take disciplinary action against any employee for just cause. The grounds for disciplinary action include but are not limited to the following:

1. Insubordination, which shall constitute a violation of any official regulation or order or failure to obey any proper directions made and given by a supervisor in the course of employment.
2. Incompetence, inability or failure to perform the duties required by the position, as well as willful neglect of official duty.
3. Gross carelessness in the discharge of assigned duties.
4. Substance abuse or consumption of alcoholic beverages during working hours, or reporting for work in a state of intoxication.
5. Misconduct in office or employment.
6. Presentation or use of known false information in any manner to commit or attempt to commit fraud, or the falsification or unauthorized alteration of City documents or records.
7. Repeated tardiness, excessive absences, absence without leave, or improper or unauthorized use of leave privileges or benefits.
8. Improper and unauthorized use of City equipment, property, or funds for private or personal purposes.
9. Unauthorized discussion or release of confidential informational documents or records.
10. Failure to abide by any condition of employment stipulated in the Municipal Code; Personnel Rules and Regulations; and City or department policies; or Memorandum of Understanding approved by formal action of the Council;

11. Use, sale or possession of an illegal narcotic substance.

12. Refusal or failure to promptly or properly report an injury or disability arising from or in the course of employment.

13. Engaging in unauthorized or incompatible employment elsewhere or engaging in political activities during work hours.

14. Dishonesty.

15. Discourteous treatment of the public or other employees.

16. Violation of safety procedures, unsafe work activities or acts which could result in injury to self or others.

17. Failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City.

18. Knowingly filing or pursuing a false charge; and/or

19. Acts of violence towards fellow employees or members of the public in the workplace.

32:02 Types of Disciplinary Action

Disciplinary actions include written reprimands, suspensions, rank and salary demotions, and dismissal as defined below:

1. **Written Reprimands:** A written statement from the Department Director or designee to a subordinate for an action which meets any of the grounds for disciplinary action listed in this MOU and/or any City policies, procedure, rule or regulation. After verbal consultation, an official notification in writing by the Department Director to the employee stating the cause(s) for dissatisfaction with his/her services and that further disciplinary measures may be taken if the cause is not corrected. In this case the employee is provided with a written memorandum which outlines the violations being addressed and the expected

actions to be taken by the employee in response to the memorandum. A copy of the written reprimand shall be placed in the employee's official personnel record. Appeals regarding written reprimands may be made to the Department Director. The Department Director's findings are final.

Four (4) years following the issuance of a written reprimand, if there has been no reoccurrence of the documented conduct and no other formal disciplinary action, upon written request of the employee the written reprimand shall be removed from the employee's personal file and no further reference shall be made regarding the written reprimand.

2. **Suspension:** The temporary separation of the employee from City service without pay for disciplinary purposes, not to exceed ninety (90) calendar days in one (1) calendar year.

3. **Demotion in Rank or Pay:** A change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step or from a position in one class to a position in a lower-paid class. The Department Director may propose a demotion in accordance with defined disciplinary procedures.

4. **Dismissal:** The discharge from City Service of an employee by the City Manager.

32:03 Disciplinary Procedures

When a regular employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared, and then delivered to the employee, in person or by certified mail. The written notice shall include:

1. The reasons for the proposed action.
2. The charges being considered.
3. The proposed disciplinary action to be taken.

4. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the Department Director to respond to the proposed disciplinary action. The employee shall have ten (10) working days from the date the proposed disciplinary action is received to request a Skelly meeting with the Department Director.

All charges filed against a regular employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and the employee shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

32:04 Notification of Skelly Meeting Decision

Within ten (10) working days (two (2) weeks) after the employee has had the opportunity to respond in a Skelly meeting to the proposed discipline and present evidence on their behalf, the Department Director shall notify the employee of any disciplinary action to be taken and the effective date.

32:05 Appeal of Decision

The employee may appeal the Skelly officer's decision to the City Manager. The appeal must be in writing and must be submitted to the City Manager no later than ten (10) working days of receiving the Skelly Officer's decision.

1. **City Manager:** The employee and/or representative may appeal the decision to the City Manager. Within ten working (10) days of receiving the written appeal, the City Manager will meet with the employee and/or representative to hear reason(s) why discipline should not be imposed. Within ten working (10) days following the conclusion of the meeting, the City Manager shall make a decision to sustain, revoke or modify the decision of the Department Director and shall provide notice to the employee. The imposition of discipline as

determined by the City Manager shall be processed immediately.

2. **Advisory Arbitration to City Manager and City Council:** For suspensions of more than three (3) days, demotions in rank or salary or terminations, an employee may submit an appeal of the City Manager's decision to the City Clerk's office within ten working (10) days of the notice of decision from the City Manager to have the matter reviewed by an arbitrator.

3. **Selection of Arbitrator**: Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The cost of the arbitrator shall be borne equally by the employee and the City.

4. **Arbitration Hearing**: The appointed advisory arbitrator shall conduct an evidentiary hearing within a reasonable time after appointment. The usual rules for conducting such a hearing shall apply. The department shall have the burden of proof, the employee is entitled to representation and the opportunity to examine all witnesses and present evidence. All relevant evidence shall be admitted. A record of the proceedings shall be made and transcribed. The arbitrator shall render a written opinion to the City Manager who shall review the administrative record and the opinion of the arbitrator and make a recommendation to the Council to confirm or modify the opinion of the arbitrator. The record of the proceedings shall be transcribed if the City Manager's final decision is appealed to the City Council at the City's expense.

5. **Council Determination**: Within ten working (10) days of receiving the opinion of the arbitrator and the appeal record, the City Manager shall forward them to the City Council together with a recommendation. The matter shall be placed on the City Council agenda for

determination within twenty working (20) days. The City Council shall consider the matter in closed session unless requested to conduct its deliberations in public by the affected employee. No additional evidence or argument may be submitted to the Council. The Council's decision will be announced at the end of the deliberations and a written decision and appropriate finding shall be forwarded to the employee within fifteen working (15) days of the Council's decision. The Council shall not reverse the arbitrator's recommendation, except by unanimous vote.

32:06 Binding Arbitration

1. Employee: The employee may appeal the decision of the pre-disciplinary hearing within ten (10) working days of receiving the notification of disciplinary action. The appeal shall be made directly to the City Manager.

2. City Manager: The City Manager will hold a hearing with the employee within ten (10) working days of receiving the appeal, unless the parties mutually agree to extend such hearing. Within ten (10) working days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the Department Head and shall provide notice to the employee.

3. Appeal: As an alternative to Advisory Arbitration identified in Section 16:05(2) of the MOU, TCEA may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift, or reduction-in-pay. Written Reprimands shall not be appealed to arbitration. The date of incident for which the disciplinary action is based upon shall have occurred between July 16, 2011 and July 15, 2013 to be eligible for Binding Arbitration appeal. An employee shall submit an

appeal to the City Clerk's office within thirty (30) calendar days of receiving the notice of decision from the City Manager to have the matter reviewed by an arbitrator. Failure of the employee to submit an appeal within thirty (30) calendar days of receipt shall be considered a withdrawal of appeal.

4. Selection of Arbitrator: Upon filing of an appeal, an arbitrator may be selected by mutual agreement between the City and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

5. Cost of Arbitrator: The cost of employing the arbitrator shall be borne entirely by the City ~~equally by both parties to the arbitration~~. All other costs such as, but not limited to, attorney fees, court reporter, and transcripts shall be borne only by the party incurring that cost.

6. Decision of Arbitrator: Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 60 calendar days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

7. The arbitrator shall determine whether to sustain, reject, or modify the disciplinary action against the

employee and shall determine the appropriate remedy or disposition of the case. A copy of the written decision shall be transmitted to both parties. Service by mail to the employee's representative and to the employees last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employees personal history file. The decision of the arbitrator shall be final and binding on both parties.

The binding arbitration provisions set forth herein shall automatically sunset/terminate on October 31, 2013.

33:00 LAYOFF PROCEDURES

33:01 Emergency Suspension of City Services

In the event an emergency such as a civil defense disaster or air pollution alert requires the City to suspend City operations, the City will provide and arrange for compensatory time after normal working hours once operations are reinstated, for such employees to work and receive wage benefits lost during the emergency at the same pay rate lost.

33:02 Shortage of Work or Funds

The City Manager may lay off an employee in the Bargaining Unit upon two (2) weeks' written notice because of material change of organization or shortage of work or funds. Prior to such notice being given, the City shall provide formal notice to TCEA regarding the reduction in force and provide TCEA the opportunity to meet and confer regarding the impacts of layoff.

33:03 Seniority Determination

The Personnel Officer shall calculate seniority by classification, time in classification series, division, department and City based upon continuous service.

1. **Computation of Continuous Service**: Only full time (paid status) appointment to an allocated position shall be counted in computing seniority.

2. **Break of Continuous Service**: A break of continuous service is defined as not being employed by the City of Turlock for more than ninety (90) calendar days. Approved leaves of absence in excess of ninety (90) calendar days are not considered a break in continuous services.

3. **Ties in Seniority**: A tie in seniority for a classification designated as being affected by layoff shall be broken by the Department Director. The Department Director shall consider past performance and qualifications, as reflected in official documentation in the employee's personnel file in determining the most senior employee.

4. If two (2) or more employees in the same job classification in the same division/department are under consideration for layoff, the employee with the shortest length of service in that classification shall be laid off first.

33:04 Bumping Rights

1. In determining bumping rights for a position that has been designated as being affected by layoff, the first criteria shall be the time in classification; the second criteria shall be continuous service time in the Department.

2. Within a classification series, an employee identified for layoff who has seniority may bump to lower level positions in the series in which they formerly held regular status.

3. An employee who has been identified for layoff who holds a job classification which has similar minimum qualifications and job duties to another job classification within the same department/division, may bump to that

classification if they are more senior than the incumbent.

33:05 Work in Lieu of Layoff

1. An employee who's service to the City has been satisfactory or above as witnessed by performance evaluations contained in their personnel file, may continue to work for the City in lieu of layoff when the following alternatives are offered by the City: 1) voluntarily demote to a lesser paid position for which they are qualified; 2) compete in recruitments open to City employees for which they are qualified or 3) transfer to a vacant position for which they are qualified.
2. Employees affected by layoff may also bump back to a position where they had attained "regular status" in another department if they possess more seniority than the incumbent(s) and they can demonstrate that they continue to possess the required skills of the position. Employees initiating this option shall be required to serve a new probationary period of six months.

33:06 Re-employment Lists

The names of probationary and regular employees laid off shall be placed on re-employment lists; should such a position or positions involving substantially the same duties be created or filled within one year from date of layoff, the employee or employees laid off shall be called for re-employment. The order of rehire shall be the reverse order of layoff within the class.

33:07 Layoff Rules and Policies

By June 30, 2013, representatives of the City and Association will meet and confer on language to coordinate the provisions of this MOU, City Personnel Rules and Municipal Code relating to layoffs. Agreed upon language may be incorporated into the next MOU between the parties.

34:00 Anti-Drug and Alcohol Misuse Prevention Program

Adoption of a Drug Free Work Place Policy has been agreed to by both parties (See Attachment C).

In compliance with the Federal Highway Administration (FHWA) of the Department of Transportation (DOT) Drug and Alcohol Testing Regulations for drivers of commercial motor vehicles, an Anti-Drug and Alcohol Misuse Prevention Program has been established and became effective January 1, 1996. Adoption of this policy has been agreed to by both parties. (See Attachment D).

35:00 NON-DISCRIMINATION

The employer agrees not to discriminate against any TCEA member for lawful activity on behalf of, or membership in, TCEA. The employer and TCEA agree that there shall be no unlawful discrimination against any employee for any of the following reasons: race, religion, color, creed, physical or mental disability or medical condition, marital status, national origin, sex, age, political affiliation or belief or sexual orientation.

36:00 AGREEMENT VALIDITY

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by a court of competent jurisdiction or PERB, such decision shall apply only to the specific Article, Section, or Portion thereof specifically specified in the court's decision. Upon issuance of such a decision, the employer and TCEA agree to immediately negotiate a substitute for the invalidated Article, Section, or Portion thereof. When conflicting provisions exist between this Agreement and any City personnel resolution, provisions within this Agreement shall prevail.

37:00 PARITY PROVISION

Should the Employer grant any other bargaining group within the City wage and/or benefit enhancements, or seek fewer concessions from any other bargaining group during the term of this agreement, the Association shall have the right to receive comparable enhancements or relief from the concessions contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding at Turlock, California, on the dates set forth below.

TURLOCK CITY EMPLOYEES ASSOCIATION

Dan Frisch, President	Date Signed
W. Robert Phibbs, Attorney at Law	Date Signed

TCEA NEGOTIATING TEAM MEMBERS

Rob Winters	Date Signed
Nadine Silva	Date Signed
Betty Gonzalez	Date Signed

CITY OF TURLOCK

Davey Young, Chief Negotiator	Date Signed
Sarah Eddy, Human Resources Manager	Date Signed

APPROVED AS TO FORM

Phaedra A. Norton, City Attorney	Date Signed

HEALTH CARE COVERAGE IN RETIREMENT

ELIGIBILITY REQUIREMENTS

REQUIREMENTS

1. 10 Years of Service for the City of Turlock.

2. Must retire from City of Turlock.

3. Employees may retain City insurance until age 65 or Medicare eligibility or secure an "outside" insurance plan. Once retirees leave City insurance, they cannot re-enroll in City-sponsored plans.

4. Benefits under this program are not transferable. Retiree is insured through the same plan prior to age 65 or Medicare eligibility.

5. Retiree must be 50 years of age to participate in the program.

California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone · (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

Rick Santos, CFA, ASA, MAAA
Senior Pension Actuary, CalPERS

APR 12 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE DRUG-FREE WORKPLACE POLICY ATTACHED TO THE MEMORANDUM OF UNDERSTANDING WITH THE TURLOCK CITY EMPLOYEES ASSOCIATION (TCEA)	**RESOLUTION NO. 2007-030**

WHEREAS, the City's Drug-Free Workplace Policy was found to be out of compliance with the Federal Drug-Free Workplace Act of 1988; and

WHEREAS, the consequence of not correcting the City's policy would be the potential loss of federal grants; and

WHEREAS, this policy has been adopted as an attachment to the City's Memorandum of Understanding (MOU) with the Turlock City Employees Association (TCEA); and

WHEREAS, TCEA was notified of the policy amendment and did not request to meet and confer on the change.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the TCEA Drug-Free Workplace Policy, attached as Exhibit "A" as an amended attachment to the City's MOU with TCEA.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th day of January, 2006, by the following vote:

AYES:	Councilmembers Hatcher, Howze, Spycher, Vander Weide and Mayor Lazar
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

Rhonda Greenlee, CMC
City Clerk, City of Turlock, County of Stanislaus, State of California

City Of Turlock
Drug Free Work Place Policy
T.C.E.A.

I. PURPOSE

It is the intention of this policy to eliminate and prevent substance abuse and its effects in the work place. While the City of Turlock has no intention of intruding into private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence and influence of drugs and alcohol on the job, and the influence of these substances on employees during working hours are inconsistent with this objective. For definition purposes throughout this policy, impair or impairment shall be considered use by an employee of alcohol and/or all substances, drugs or medication, legal or illegal, which impairs an employee's ability, physically and/or mentally to perform safely and effectively the functions and duties of his or her position.

Employees who think they may have an alcohol or drug usage problem are urged to seek on their own volition confidential assistance from the Employee Assistance Program. Although not legally required as a public employer, the City of Turlock will be supportive in accordance with Labor Code 1025 et seq. of those who seek help voluntarily, the City cannot and will not tolerate performance problems caused by substance abuse. This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end the City will act to prevent and/or eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which impair an employee's ability safely and effectively to perform the functions of the particular job), which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All employees covered by this policy should be aware that violations of this policy may result in discipline, which includes but is not limited to termination.

In recognition of the public service responsibilities entrusted to the employees of the City, and that drug and alcohol usage can impair an employee's ability both mentally and physically to perform the duties and functions safely and effectively, the following policy is agreed upon.

II. POLICY

It is City policy that employees shall not be impaired by alcohol or drugs; nor possess alcohol or illegal drugs at the assigned work sites. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs.

It is City policy that no alcoholic beverages are permitted at the assigned work site unless expressly authorized by the City Manager.

In accordance with the Drug-Free Workplace Act of 1988, the City's policy is that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and that specific actions shall be taken with employees for violations of such prohibitions.

It is the duty of the employee to notify his/her supervisor before beginning work, after taking prescribed medications or drugs which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of equipment. Failure to notify the supervisor may result in the employee being disciplined, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified medical practitioner may be required by the department head or his/her designee. Such clearance may be obtained by the employee on City time and at City expense if the employee is directed to obtain the verification prior to commencing or resuming his/her assigned duties. Use of City time must be reasonable and no overtime liability shall be incurred. In the event such clearance cannot be obtained, a good faith effort shall be made to find modified duty. Modified duty in this case is not subject to the Grievance Procedure.

The City reserves the right to search, without consent or warrant, all areas and property in which the city maintains control or joint control with the employee. Controlled and jointly controlled areas include City vehicles, offices, desks, file cabinets, lockers, etc. Notwithstanding the above, no employee shall have his/her personal locker or other personal storage space for storage that may be assigned exclusively to him/her searched except in his/her presence, or with his/her consent, or unless a valid search warrant has been obtained. This section shall apply only to lockers or other space for storage that are owned or leased by the City. All such searches shall be based on probable cause. "Probable cause" as used in this policy shall have the same meanings when applied in California criminal law. Probable cause is defined as suspicion based on specific personal observations that the observer can describe with regard to appearance, behavior, speech or breath odor, where the odor is detected in addition to behavior, appearance, or speech. Third party observation will not be sufficient grounds to order a drug test. It must be confirmed by a department head or mid-manager. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.

Refusal to submit immediately to a medical examination, subject to Section VI of this policy, based on probable cause for suspicion of drug or alcohol impairment while on duty when ordered by the department heads or his/her designee may constitute insubordination and may be grounds for discipline which includes but is not limited to termination. For the purpose of this policy, designee shall be defined as the assistant department head or other mid-manager who is assigned the authority to act for the department head in his/her absence.

Employees displaying objective symptoms of alcohol or drug impairment shall be prevented from engaging in further work and shall remain at the work site for a reasonable time until he/she can be safely transported from the work site.

The City is committed to providing reasonable accommodation as provided under Labor Code 1025 et seq. to any employee who enters a drug rehabilitation program.

The City has established a Voluntary Employee Assistance Program (EAP) to assist those employees who seek help for alcohol or drug problems. Employees should contact their supervisor or personnel for additional information.

III. APPLICATION

This policy applies to all employees of the city in the classifications covered by this Memorandum of Understanding. This policy applies to alcohol and to all substances, drug or medication, legal or illegal, which impair an employee's ability to perform his/her assigned functions and duties.

IV. EMPLOYEE RESPONSIBILITIES

An employee must:

A. Not report to work or be subject to duty (on call) while his/her physical and/or mental ability to perform job duties is impaired from on or off duty alcohol or drug use;

B. Not posses impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on breaks, or at anytime while at the assigned work site;

C. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty;

D. Submit immediately to a medical examination when ordered, in writing by a Department Head or designee when probable cause exists what the employee is either physically or mentally unable to perform the duties of his/her position;

E. Notify his/her supervisor before beginning work on prior to taking any medically prescribed medication or drugs at work which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of City equipment;

F. Provide within two (2) workdays of request bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a medical examination reveals the presence of such drugs or medications. Extensions of time beyond the two workdays may be granted upon the showing of good cause. The prescription must be in the employee's name;

G. Must abide by the regulation of the Drug-Free Work Place Act of 1988. Thus, such employees who are convicted of any criminal drug statue for a violation occurring in the work place must notify Personnel no later than five (5) days after the conviction. Once the city is notified of the conviction, it must then notify the appropriate federal agency of the conviction. With respect to any employee so convicted, the City will take appropriate action up to and including termination. As a condition of continued employment, the City may require the convicted employee to participate satisfactorily in a generally recognized drug abuse rehabilitation program. A felony conviction for possession or sale of illicit drugs will be cause for termination.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

A. Department Heads or their designee are responsible for reasonable enforcement of this policy;

B. Department Heads or their designee may order in writing an employee to submit to a medical examination when the Department Head or his/her designee has probable cause to believe that an employee is intoxicated or otherwise impaired by drugs or alcohol while on the job or receiving compensation for on-call duty and thereby subject to being called, and is not physically and or mentally able to perform the duties of his/her position. The medical examination may include sampling of urine for purposes of testing for alcohol or drugs. The employee will be informed of the reasons why he/she is being asked to submit to the test.

The employee will be furnished a form by the employer on which to note any prescription or non-prescription medication that he/she may have used.

C. A department head or his/her designee ordering an employee to undergo a medical examination, shall document in writing the facts constituting probable cause that the employee in question is intoxicated or impaired by alcohol or drugs prior to the request for the medical exam.

D. A department head or his/her designee encountering an employee who refuses an order to submit to a medical examination shall remind the employee of the requirements and disciplinary consequences of this policy. When there is probable cause to believe that the employee is, at that time, impaired by alcohol or drugs, the employee will remain at the work site for a reasonable time until he/she can be safely transported home or removed to another appropriate location.

E. A department head or designee shall not physically search the employee, nor shall they search their personal possessions without being given freely and voluntarily written consent by the employee.

F. Management employees and non-management supervisors shall notify their department head or designee when they have probable cause to believe that an employee may have illegal drugs in his or her possession, or in an area not jointly or fully controlled by the City. If the department head or designee concurs that there is probable cause to suspect illegal drug possession, the department head or designee shall notify the appropriate parties, including the personal officer or designee.

G. The department head or designee may give due consideration what, if any, disciplinary action to impose on an employee for violations related to alcohol abuse.

VI. MEDICAL EXAMINATION AND PROCEDURE

The medical examination may test for any substance which could physically and/or mentally impair an employee's ability to perform safely and effectively the functions and duties of the job, including, but not limited to prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturate, amphetamines, marijuana, other cannabinoids and other illegal substances defined by state law.

An employee shall have the right of representation and the employee shall be informed of the right of representation prior to any meeting that is to be held for the primary purpose to investigate allegations of drug or alcohol impairment, and/or illegal sales or possession; and if the allegations were subsequently found to be true, formal disciplinary action would result. (Employees have the right to waive representation must be available and present within fifteen minutes from the time of the request.)

VII. RESULTS OF MEDICAL EXAMINATION

A. Alcohol/ Drug Tests

1. A positive result from a drug and/or alcohol test obtained during a medical examination may result in disciplinary action up to and including termination.

2. If a drug screen is positive, the employee must provide, within two (2) workdays of the request, bona fide verification of a valid, current prescription for the drug identified in

the drug screen. Extension of the time beyond the two workdays may be granted upon the showing of good cause. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, if the prescription is not under the employee's name, or the employee has not previously notified his/her supervisor that he/she has taken impairing prescription medication, the employee will be subject to disciplinary action up to and including termination

3. If an alcohol or drug test is administered during the medical examination and is positive for alcohol or drugs, the City shall conduct an investigation to gather all relevant facts. The decision to impose discipline of less than termination or to discharge will be carried out in conformance with the Appeals Procedure provided in the memorandum of Understanding between the Turlock City Employees Association and the City of Turlock.

4. Testing and reporting of test results will follow the guidelines as established by the Department of Health and Human Services, as promulgated in Volume 53, No. 69 of the Federal Register as incorporated herein and made a part of this policy by reference.

5. For the purposes of administering drug tests in accordance with this policy, N.I.D.A. (National Institute on Drug Abuse) collection procedures shall be used and testing shall be processed in an N.I.D.A. certified laboratory.

6. For the purpose of alcohol testing; an employee is presumed to be under the influence if he/she tests at a level above .05.

VIII. CONFIDENTIALITY

Medical or laboratory reports or tests results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Personnel Department. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the employee on written request. Disclosures, without employee consent may also occur when:

1. The information is compelled by law or by judicial or administrative process;

2. The information has been placed at issue in a formal dispute between the City and the employee;

3. The information is to be used in administering and employee benefit plan;

4. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize to disclosure.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2009-138 AND ADOPTING THE AMENDED APPENDIX III OF THE CITY OF TURLOCK ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM POLICY AND PROCEDURES	RESOLUTION NO. 2011-157

WHEREAS, Appendix III of the City's Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures have been found to be outdated; and

WHEREAS, the list of current supervisors identified in Appendix III of the attached Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures has been updated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2009-138 and adopts the amended Appendix III of the City of Turlock Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2011, by the following vote:

AYES:	Councilmembers Bublak, DeHart, Jackson, White and Mayor Lazar
NOES:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

Kellie E. Weaver, Deputy City Clerk
City of Turlock, County of Stanislaus,
State of California

ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) OF THE DEPARTMENT OF TRANSPORTATION (DOT) DRUG AND ALCOHOL TESTING REGULATIONS FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES AND FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS FOR PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS (49 CFR Part 655)

POLICY AND PROCEDURES

EFFECTIVE: JANUARY 1, 1996

AMENDED: DECEMBER 2000, JANUARY 2001, MARCH 2004, JANUARY 2007, JULY 2009, AUGUST 2011

CITY OF TURLOCK
DOT/FHWA (HIGHWAYS) AND FTA DRUG AND ALCOHOL TESTING PROGRAM

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CITY OF TURLOCK
DOT/FHWA (HIGHWAYS) AND FTA DRUG AND ALCOHOL TESTING PROGRAM

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CITY OF TURLOCK
ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) DEPARTMENT OF TRANSPORTATION (DOT) AND FEDERAL TRANSIT ADMINISTRATION (FTA) DRUG AND ALCOHOL TESTING REGULATIONS

EFFECTIVE: JANUARY 1, 1996 POLICY AND PROCEDURE AND POLICY STATEMENT (49 CFR 382, 392, 655,)

The City of Turlock (hereinafter referred to as "City" or "employer") has a strong commitment to provide a safe workplace and to establish high standards of employee health and safety. This policy supplements a citywide policy for a drug-free workplace for all employees regarding alcohol and drug use.

The purpose of the present policy is to establish procedures for administration of the Department of Transportation (DOT) anti-drug and alcohol misuse prevention program pursuant to the Federal Highway Administration (FHWA) Drug Testing Regulations as set forth in Title 49 Code of Federal Regulations (CFR) 382, , 392.4, and 392.5 for the FHWA, in addition to Procedures for Transportation Workplace Drug Testing Programs as set forth in 49 CFR Part 40, and Federal Transit Administration (FTA) Prevention Of Alcohol Misuse And Prohibited Drug Use In Transit Operations as set forth in 49 CFR Part 655.

The City has determined, if drivers operating commercial motor vehicles use alcohol or controlled substances, it creates a situation where their employment constitutes a direct threat to the property or safety of the City and citizens of Turlock. The City has further determined that the drug and alcohol testing and prevention program applies to all safety-sensitive employees (full or part-time) when performing any transit-related business. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

All employees and applicants covered in this policy will be requested, under DOT/FTA policy guidelines, to test for drug and alcohol misuse. Refusing to take or failing a drug test or alcohol test for trainees in a covered position or pre-employment drug and alcohol testing will prevent the person from being considered for the covered position. Any employee who refuses or fails a drug or alcohol test may not perform the duties of a covered position. (49 CFR 382.211, 49 CFR 655.46)

ALCOHOL AND DRUG TESTING POLICY AND PROCEDURES

1. Covered Employee Positions/Functions (49 CFR 382.103, 49 CFR 655.4). The employees in the classifications/positions attached to this policy as Appendix I, are subject to drug and alcohol testing as outlined herein. These are persons designated in 49 CFR 382, holding a commercial driver's license who operate commercial motor vehicles for the City in a safety-sensitive position, as defined below. Pre-employment applicants, trainees learning the duties of covered positions, and employees temporarily performing such duties are also subject to DOT/FTA testing regulations. Covered Employees also include employees, applicants and transferees performing safety-sensitive functions in transit operations as designated in 49 CFR 655.4.

2. Definitions. Words or phrases are as defined in 49 CFR 382.107, 386.2, 390.5, 40.3, 655.4, and 40.73 and set forth in the attached Appendix II.

3. Prohibitions and Other Related Conduct.

   A. Alcohol use or possession. No driver or safety-sensitive employee performing any transit-related business shall:

      1. Report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (49 CFR 382.201, 49 CFR 655.46)

      2. Use alcohol while performing safety-sensitive functions. (49 CFR 382.205, 49 CFR 655.32)

      3. Perform safety-sensitive functions within four (4) hours after using alcohol. (49 CFR 382.207, 49 CFR 655.33)

      4. Use alcohol for eight (8) hours following the accident or until undergoing required testing for alcohol consumption, whichever occurs first. (49 CFR 382.209, 49 CFR 655.34)

      5. Refuse to submit to alcohol testing required under Part 382 (49 CFR 382.211) or Part 655 (49 CFR 655.49).

      6. Perform any safety-sensitive functions including driving, until the start of that individual's next regularly scheduled duty period but not less than 24 hours following administration of the alcohol breath test, if the individual has received a prior alcohol test and was found to have an alcohol concentration of 0.02 or greater but less than 0.04 (49 CFR 382.505; 655.35)

B. Controlled substance (drug) use or possession. No driver or safety-sensitive employee performing any transit-related business shall:

1. Report for duty or remain on duty requiring the performance of safety-sensitive functions when the individual uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 49 CFR 382.107 who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle or perform safety-sensitive functions, and is approved by the MRO. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))

2. Be on duty or operate a commercial motor vehicle when using any controlled substance pursuant to the instructions of a physician, without first informing the employer of any therapeutic drug use. The reporting shall be accomplished by advising the MRO of the use and providing the prescription bottle to the MRO prior to reporting for duty. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))

3. Report for duty, remain on duty, or perform any safety-sensitive function while using controlled substances. (49 CFR 382.213(b))

4. Refuse to submit to controlled substance testing required under Part 382, or Part 655, a random alcohol or controlled substances test required under Part 382.305 or 655.45, a reasonable suspicion alcohol or controlled substances test required under 382.307 or 655.43, or a follow-up alcohol or controlled substances test required under 382.311 or 655.47. Employees who refuse to submit to such tests shall not be allowed to perform or continue to perform safety-sensitive functions. (49 CFR 382.211; 655.49)

C. Consequences of Prohibited Conduct. Under City policy, this prohibited conduct is grounds for removal from the covered position and possible termination, subject to the conditions in Section 14 of this policy.

4. Tests Required. Employees subject to testing are required to be tested as follows:

A. Pre-employment testing (including reassignment or transfer-voluntary and involuntary) (49 CFR 382.301; 655.41).

1. Prior to the first time an employee performs safety-sensitive functions, the employee shall undergo testing for alcohol and for the

presence of any of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines in accordance with 49 CFR 382.301 and 655.41. No covered employee shall be allowed to perform safety-sensitive functions unless the employee has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04 and has received a controlled substances test result from the MRO indicating a verified negative test result.

2. A pre-employment alcohol and drug test will be conducted when a current employee transfers from a position not covered by this policy into a position listed in this policy.

3. Applicants who are offered a position covered by this FHWA-DOT-FTA mandated policy will be tested before being employed. Pre-employment job applicants who test positive for alcohol or controlled substance use will not be hired. Employees transferring or reassigned into a position requiring alcohol or drug testing, and job applicants, who test positive for controlled substance use have the right to request retesting of the second split specimen at their expense. If the retest result is negative, the employee will be reimbursed the cost by the City. Employees or applicants who fail an alcohol or drug test will not be hired for the safety-sensitive position.

4. An employee who transfers from one position covered by this policy to another covered by this policy will not be required to undergo pre-employment testing.

5. Employees working in a position covered by this policy on the effective date who continue to work in a covered position will not be required to undergo a pre-employment test.

B. Random testing (49 CFR 382.305; 655.45)

1. All employees covered by this policy are subject to unannounced testing based on random selection. This includes trainees and employees temporarily performing work in a covered position.

2. Each calendar year, at least fifty percent (50%) of covered employees shall be randomly tested for controlled substance use, and at least ten percent (10%) shall be randomly tested for alcohol misuse. All persons will be subject to be randomly picked for alcohol and drug testing at each random testing date. A person may be randomly picked more than once or not picked at all during any annual period. This rate of testing by DOT/FHWA/FTA may

increase or decrease depending upon the number of industry-wide violations based upon reported data. 49 CFR 382.305(b)(c)(d), 49 CFR 655.45.

3. To assure that the selection process is random, the names of all employees covered by this DOT/FHWA/FTA policy will be placed in a common pool. This random common pool may, by election of the City for convenience of testing, be comprised of individuals subject to both drug and alcohol testing if the testing occurs at the same time. This is intended to allow as few covered employees as possible off work for testing.

4. Random testing shall be spread reasonably through the calendar year.

5. The selection procedure will select sufficient additional numbers/names to be used to reach the appropriate testing level of employees during each test period. These alternate numbers/names will be tested in order of selection only if persons selected are unavailable for testing due to vacations, medical leave, leave of absence, business travel, or other justifiable reason.

6. The employee's work load will be adjusted to reflect the time spent in complying with random testing requirements.

C. Post-accident testing (49 CFR 382.303, 49 CFR 655.44). An "accident" under DOT/FHWA/FTA regulations necessitating testing is defined in Appendix II of this policy.

1. As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and controlled substances as follows:

   a. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the accident involved the loss of human life; or

   b. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the driver receives a citation for a moving violation arising from the accident.

2. Time for alcohol testing: If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the

employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 382.303(a)(2);(d)(1), 49 CFR 655(a)(2)(ii)).

3. Time for drug testing: If a drug test is required, the employee shall be tested for controlled substance use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible. (49 CFR 382.303(b);(d)(2)).

4. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.

5. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of a medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.

6. The results of a breath or blood test for the use of alcohol or a urine test for controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of DOT/FHWA/FTA Parts 382 and 655 provided such results are obtained by the employer, and conform to the applicable Federal, State, or local requirements.

7. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.

8. An employee subject to post-accident testing must remain available, and refrain from drinking alcohol for 8 hours following an accident or until he/she submits to an alcohol test.

9. Documentation regarding the activity being performed by the employee that supports the determination to conduct post-accident

testing should be prepared and signed by the supervisor requesting the test within 24 hours of the accident or before the results of the drug test are released, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of both the alcohol breath test and the drug test.

D. Reasonable suspicion testing (49 CFR 382.307, 49 CFR 655.43).

1. The employer shall require an employee to submit to an alcohol breath test when the employer has a reasonable suspicion to believe that a driver has violated the alcohol prohibitions of 49 CFR Part 382 or 655.43.

2. Reasonable Suspicion Testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of alcohol and/or drugs. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations of alcohol and/or drug use must be made by a trained supervisor during, just preceding or just after the work day. Examples of performance indicators of probable alcohol and/or drug use sufficient to lead a prudent supervisor to suspect that an employee is under the influence of alcohol and/or drugs, include, but are not limited to:

   a. Mouth-alcohol smell;
   b. Loss of equilibrium (unsteady standing, walking or movement);
   c. Slurred speech, bloodshot eyes;
   d. Observation of substandard performance;
   e. Unusual behavior, driving, or altercations;
   f. Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed;
   g. A reliable tip of alcohol and/or drug use;
   h. Actual observation of the possession or use of alcohol and/or drugs;
   i. Discovery of evidence tending to support the suspicion of alcohol use and/or drug use;
   j. An employee is found in possession of alcohol and/or drugs, or alcohol and/or drugs are found in an area controlled or used exclusively by the employee, such as the employee's locker, desk, or a vehicle;

k. Absenteeism; and
l. Indications of the chronic and withdrawal effects of alcohol and/or drugs.

3. The supervisor who makes the determination of alcohol use shall not conduct the breath alcohol test.

4. The employee shall be alcohol tested within two (2) hours following the determination made by the supervisor or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If a test is not administered within eight (8) hours following the determination, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 302.307(e); 655.43 (d)).

5. After returning from the testing location, the employee shall not be allowed to perform covered functions unless the results of the alcohol screening and, if indicated, confirmation test (taken within 20 minutes of a screening test) indicates an alcohol concentration less than 0.02, or 24 hours has elapsed following the supervisor's determination there is reasonable suspicion to believe the employee has violated the prohibitions of use of alcohol. (49 CFR 382.307(e)(2)(i),(ii)).

6. The employer shall require an employee to submit to a drug test when the employer has a reasonable suspicion to believe that an employee has violated the controlled substances prohibitions of 49 CFR Part 382, and 49 CFR Part 655.

7. Reasonable suspicion testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of a controlled substance. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee with examples as set forth in section 4.D.2. above.

8. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.

9. Documentation to support the determination to conduct reasonable suspicion testing should be prepared and signed by the supervisor

within 24 hours of the determination or before the results of the test are released, whichever is earlier, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of the drug test from the MRO.

E. Return-to-duty testing (49 CFR 382.309; 49 CFR 655.48).

1. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct concerning alcohol prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with a result indicating an alcohol breath concentration of less than 0.02, in addition to evaluation of fitness for duty.

2. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in controlled substance use prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with an MRO verified negative result for controlled substance use, in addition to evaluation of fitness for duty by the MRO.

3. This test is in addition to the other types of tests stated in this policy.

F. Follow-up testing (49 CFR 382.311; 49 CFR 655.47)

1. Following a determination by a Substance Abuse Professional (SAP) that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up testing as directed by the SAP of at least six tests in the first 12 months following the employee's return to duty, and thereafter as determined necessary by the SAP. Follow-up alcohol testing shall be performed when the employee is performing safety-sensitive functions, or just before, or just after the employee has ceased performing safety-sensitive functions.

2. Follow-up alcohol testing may also include testing for controlled substance use to be performed in accordance with 49 CFR Part 40, as directed and determined by the MRO and/or SAP.

3. A employee having used controlled substances, who at the recommendation of the Medical Review Officer (MRO), returns to duty after successful completion of E.A.P. will be given unannounced follow-up drug tests, as scheduled by the MRO of at

least six tests in the first 12 months following the employee's return to duty and thereafter as determined by the MRO.

4. The time period for "follow-up" testing for alcohol or controlled substance use will be determined by the appropriate MRO or SAP subject to a reasonable minimum of 12 months, and never to exceed 60 months.

5. Follow-up testing may be on a daily, weekly, monthly or longer basis at the discretion of the MRO or SAP.

6. Follow-up testing is in addition to the other types of tests stated in this policy.

5. Dilute Specimen Results

A. In the event of a negative dilute test result, the employer will require the employee to immediately provide another specimen for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. This will be an unobserved collection unless directed by the MRO to be collected under direct observation.

B. If the employee declines to take another test, this is considered refusal to test and is equivalent to a positive test.

C. If a second test is administered and the result of that test is also negative and dilute, the employer will accept the second test result as negative and the result of the record.

D. The collection cannot be observed, unless the MRO requests so as a result of the specimen having a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.

E. If the result is cancelled/invalid, (with no medical explanation) the employee will need to undergo an immediate observed collection as directed by the MRO.

F. An MRO verified positive dilute test result will be treated as a positive drug test result.

6. Canceled Tests

If the test is cancelled, immediate recollections are required for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. Only the laboratory or the MRO can cancel a test.

7. Supervisor Training Program (49 CFR 382.603, 49 CFR 655.14(b)(2)). Every person designated to determine whether reasonable suspicion exists to require an employee to undergo testing under 49 CFR 382.307 or 655.43 (reasonable suspicion testing) shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. See Appendix III for list of Supervisors of covered positions.

8. Alcohol Testing Procedures. Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and set forth in the attached Appendix IV.

9. Substance Abuse Professional (SAP) (49 CFR 382.605, 49 CFR 655.52)

   A. The Substance Abuse Professional (SAP) is defined in Appendix II.

   B. The name, address, and phone number of the SAP, and SAP responsibilities are listed in Appendix V.

10. Controlled Substance (Drug) Testing Procedures. Controlled substance (drug) testing procedures are as defined in 49 CFR Parts, 382, 386, 390, 655, and 40 and as set forth in the attached Appendix VI.

11. Medical Review Officer (MRO (49 CFR 382.407, 49 CFR 655)

   A. The Medical Review Officer is defined in Appendix II.

   B. The name, address, and phone number of the MRO, and MRO responsibilities are listed in Appendix VII.

12. Testing Laboratory (49 CFR 40)

   A. The DHHS certified testing laboratory for this policy is set forth in Appendix VIII.

   B. The DHHS certified testing laboratory shall comply with all methods and procedures of 49 CFR Part 40.

13. Collection Agency (49 CFR 40.31)

   A. The collection agent and address for this alcohol and controlled substance (drug) policy is listed in Appendix IX.

B. The collection agency will comply with all methods and procedures of 49 CFR Part 40, as amended, for collection and chain of custody and provide documentation of compliance to the employer.

14. Employee Awareness Program (49 CFR 382.601). Employee Education and Training - Every employee covered by this policy will receive educational materials that explain the requirements of Part 382 and the employer's policies and procedures in meeting these requirements. This will include:

A. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and intervening evaluation including referral to EAP will be periodically distributed and displayed in the work areas.

B. Information will be provided as required in Part 382.303(d) by the employer to employees with necessary post-accident information, procedures and instructions, prior to the employee operating a commercial motor vehicle or engaging in safety-sensitive functions, so that employees will be able to comply with the requirements of Part 382.303 (See Appendix X).

C. A copy of this policy will be given to each covered employee and displayed in the work area.

D. Controlled substance abuse information will be periodically distributed and displayed in the work areas.

15. Employee Assistance Program (EAP) (49 CFR 382.601)

A. The City-wide EAP program or a similar program will be maintained throughout the existence of this alcohol misuse and controlled substance abuse policy.

B. The hot-line telephone number for employee assistance will be given to each employee and displayed in the work area (See Appendix XI).

16. City Policy Concerning Retention of Employees Who Violate Prohibitions or Self-Identify. All permanent City employees performing covered safety-sensitive duties shall be subject to the provisions of this section. These retention provisions shall not apply to applicants, probationary, non-career, seasonal or temporary employees, employees in a training capacity, or any other form of non-permanent employment status employee performing safety-sensitive duties.

A. Self-Identification. Self-identification means an employee who voluntarily, before drug or alcohol testing or conduct identifies the problem, admits the problem to the City's MRO/SAP and seeks rehabilitation assistance.

1. An employee who takes the initiative of voluntarily advising management that he/she has an alcohol or drug problem, before taking a test which results in a violation of this policy, shall be required to enroll in a rehabilitation program. Such an employee actively involved in a rehabilitation program recognized by the MRO/SAP, may use accumulated paid leave time, except for sick leave, during this period of absence, or the employee may request authorized leave of absence without pay.

2. The employee will be eligible to return to work once he/she has been certified to do so by the MRO/SAP. Prior to returning to work, the employee must consent in writing to follow-up drug and/or alcohol testing as part of after-care treatment. This follow-up testing will be determined by the MRO/SAP, and shall be consistent with Section 4(F) Follow-up Testing.

3. Such an employee shall not be subject to disciplinary action for having voluntarily acknowledged his/her problem. He/she must, however, provide a negative alcohol and/or drug test within 60 days of self-identification, and be certified as capable of returning to work by the MRO/SAP.

4. Failure to complete a rehabilitation program, provide a negative test result and receive MRO/SAP certification for return to work (fitness for duty) will result in disciplinary action as described in section B.1.a. below.

B. Random testing. Under City policy, a covered employee who tests positive for drugs and/or alcohol as a result of random testing, shall be subject to the following disciplinary action:

1. First positive random test

a. An employee who receives a positive test result to either drugs or alcohol shall be immediately suspended for 10 working days.

b. The employee who has tested positive must enroll in an alcohol or drug treatment/rehabilitation program which is approved by the MRO/SAP.

c. The employee shall instruct the program provider to release any and all medical records of the treatment plan to the MRO or

SAP. Such information shall be treated as confidential medical information by the MRO/SAP.

d. After the completion of the 10 working day suspension, the employee may return to work as soon as medically certified by the MRO/SAP. The employee must, however, provide a negative test result and be certified for return to duty no later than 60 calendar days after notification of the positive random test result. Failure to be certified by the MRO/SAP or return to work shall result in termination.

e. The employee may use accumulated vacation, personal leave, overtime or leave without pay while undergoing treatment/rehabilitation.

f. The employee may use sick leave only when participating in a medically supervised/approved residential rehabilitation program.

g. Upon return to work, this employee shall be subject to a minimum of 6 unannounced tests during the following 12 month period. Furthermore, the employee is subject to unannounced testing for up to 60 months upon return to work. Such testing shall be as determined by the MRO/SAP.

h. An employee who previously tested positive for drugs and/or alcohol, but who has not tested positive during the preceding five (5) years, shall not have the first positive test considered for the purposes of progressive discipline under this policy.

i. Any employee who is given an alcohol confirmation test according to 49 CFR 40 Subpart M by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, shall be requested to take leave without pay, or use vacation or personal leave but not sick leave time, until the employee's next regularly scheduled duty period, but less than 24 hours following administration of the test. Any employee who is given an alcohol confirmation test by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, on the second time shall be suspended without pay for three regularly scheduled work days. The employee shall be referred to the SAP for evaluation and assessment of fitness for duty.

j. Any employee who has a breath alcohol concentration level that is 0.02 or greater, but less than 0.04, on the third time within a five (5) year period is subject to further disciplinary action. This

disciplinary action may be up to and including termination based upon a review of the employee's work history.

2. Second positive random test. Under City policy, and subject to Section 1.h. above, covered employees who fail a drug and/or alcohol test, after a previous test will be terminated whether the second test results from a random test or follow-up test.

3. Refusal to submit to tests for drugs and/or alcohol.

   a. An employee is required to provide a specimen within two hours from the time requested to do so by the MRO. If the employee attempts and fails to provide an adequate amount of breath, the City shall proceed according to CFR 40.265 which requires evaluation by an approved physician with a written statement of the determination concerning the employee's failure to provide an adequate breath sample. An employee who refuses to submit to a random test shall be suspended for 30 calendar days without pay. Such an employee may be returned to work only upon certification by the MRO of fitness for duty and must test negative on a return-to-duty test.

   b. An employee who refuses to submit to an alcohol and/or drug test a second time or who subsequently tests positive on a drug or alcohol test, shall be terminated.

   c. If an employee refuses to submit to an alcohol and/or drug test citing medical conditions, such conditions require evaluation by the MRO/SAP. Alternative testing methods may be used by the MRO/SAP to determine the employee's fitness for duty.

C. Other violations of policy. Under City policy, covered employees shall be subject to other such disciplinary action as is warranted for violations of rules, regulations, policies and procedures.

17. Recordkeeping (49 CFR Parts 40, 655 and 382). Records will be maintained in accordance with the requirements of 49 CFR Part 40, Part 655 and Part 382 et al. set forth in Appendix XII.

18. Confidentiality (Pursuant to 49 CFR Parts 382, 655 and 40)

A. Each individual's record of testing and results under this policy will be maintained private and confidential. With the exception of the testing laboratory, MRO, employee, designated departmental manager, DOT/FTA or upon request of FHWA or State agency officials as part of an accident investigation, the results of individual drug tests will not be

released to anyone without the express written authorization of the individual tested. Prior to testing, the individual will be informed about who will receive test data (e.g., testing laboratory, MRO, departmental manager).

B. All written records will be stored in locked containers or in a secure location with access available only by the individuals listed above or as otherwise necessary or required by law for the implementation of the DOT/FTA program.

C. Unless an employee gives his or her written consent, the employee's drug testing and/or E.A.P. records will not be released to a subsequent employer.

D. An employer may disclose information required to be maintained under Part 382 pertaining to an employee, the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this Part, or from the employer's determination that the employee engaged in conduct prohibited by Part 382 (including but not limited to a worker's compensation, unemployment compensation, or other proceeding related to a benefit sought by the employee) as set forth in 49 CFR 382.405(g).

E. An employee subject to DOT/FHWA/FTA testing may obtain copies of any employer records pertaining to the employee's use of alcohol or drugs and test results upon written request to the employer. 49 CFR 382.405(b).

19. Discipline Policy. Under City policy, consistent with an alcohol-free and drug-free workplace, every effort will be made to help the employee deal with an alcohol or drug problem. However, if this effort fails or is obviously inappropriate given the employee's conduct, the nature of the drug and/or alcohol use, and/or the employee's position, then appropriate disciplinary action will be instituted. The employee covered by this policy who refuses or fails an alcohol or drug test and then refuses assistance or fails to satisfactorily complete the E.A.P. may be disciplined up to and including termination.

20. Conformity to Law. In the event this policy is in violation of any applicable law or administrative regulation, the City will make such changes as are necessary to conform this policy to such law or administrative regulation.

APPENDIX I

COVERED POSITIONS/CLASSIFICATIONS
DOT/FHWA/FTA (Highways and Transit Operations)

The following employee classifications/positions are subject to testing if the employee holds a commercial driver's license and operate commercial motor vehicles (as defined in Appendix II) in a safety-sensitive position, or works in a safety-sensitive function in transit operations. Additional positions may be subject to testing if the employee has a commercial driver's license and operates a commercial motor vehicle in safety-sensitive duties.

CLASSIFICATION TITLES

Utilities Division

Utilities Supervisor
Assistant Utilities Supervisor
Utilities Maintenance Worker, Sr.
Utilities Maintenance Worker II
Utilities Maintenance Worker I

Electrical/Mechanical Maintenance Supervisor
Electrical/Mechanical Technician, Sr.
Electrical/Mechanical Technician II
Electrical/Mechanical Technician I

Fleet Maintenance Supervisor
Fleet Maintenance Mechanic, Sr.
Fleet Maintenance Mechanic, II
Fleet Maintenance Mechanic, I

Public Facilities Maintenance Services Division

Public Maintenance Supervisor
Assistant Public Maintenance Supervisor
Maintenance Worker, Sr.
Maintenance Worker II
Maintenance Worker I

APPENDIX II

DEFINITIONS

Accident A vehicle accident under 49 CFR Part 382 involving either (1) a loss of human life, or (2) the employee receives a citation for a moving violation arising from the accident. Also, an accident as defined in 49 CFR Part 655.

Air blank A reading by an EBT of ambient air containing no alcohol.

Alcohol The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol (CH_3), Ethyl alcohol (CH_2OH), ETOH (C_2H_5OH)

Alcohol concentration The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under Part 382 and Part 40.

Alcohol use Alcohol use in DOT/FTA rules means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Blind sample A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician (BAT) An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Chain of custody Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen at the DHHS certified laboratory.

Collection site A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Commercial motor vehicle A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR 172).

Confirmation test (alcohol) A second alcohol test that follows a screening test by BAT with EBT after 15 minute deprivation period. The confirmation test controls over the screening test (if different result). Results of alcohol concentration less than 0.02 are reported as negative. Result 0.02-0.039 require employee be removed from the safety-sensitive function (but no DOT violation) for 24 hours. Result 0.04 or more is a violation of the DOT/FTA rules and requires removal until further evaluation by SAP.

Confirmation test (controlled substance) A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MC) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

Covered employee Any person who performs functions classified by DOT/FTA as "safety- sensitive" functions and intended to be included and regulated by DOT/FTA-mandated drug and alcohol testing. This includes an applicant for employment in the covered classifications.

Controlled substance (commonly referred to as "drugs") Includes the following five prohibited drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines. See also the definition of drug test.

Deprivation period The period of time after a screening test for alcohol which indicates a breath alcohol concentration of 0.02 or greater. The waiting period cannot be less than 15 minutes but must be within 20 minutes from the completion of the screening test.

DHHS U.S. Department of Health & Human Services (federal).

Drug Program Manager (DPM) The employer-designated individual responsible for the preparation of a drug testing anti-drug plan which complies with DOT/FTA regulations and requirements. The DPM provides oversight and evaluation of the plan; reviews all discipline applied under the plan for consistency and conformance to employer policies and procedures; schedules random drug testing and return-to-duty testing; and maintains locked files on drug testing results.

Drug test (also referred to as controlled substance test) Refers to the DOT/FTA-mandated testing for certain controlled substances by a DHHS certified laboratory of employee urine samples for five prohibited drugs as follows: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines.

EAP Abbreviation for "Employee Assistance Program." DOT/FTA requires each employer to have an EAP program to provide education and training on substance

abuse to all employees including informational material, a community service hot-line telephone number, and distribution of employer's policy regarding the use of prohibited drugs and alcohol to all new employees.

Employee Any person who operates a commercial motor vehicle including full or part-time employees, leased drivers and independent owner-operator contractors who operate a commercial motor vehicle at the direction of the City, and employees engaged in safety-sensitive functions in transit operations. For pre-employment/pre-duty testing, the term employee includes a person applying for employment which would require the applicant to drive a commercial motor vehicle or engage in a safety-sensitive function in transit operations.

Evidential Breath Testing (EBT) device The equipment required by DOT/FTA for alcohol testing and approved by the National Highway Traffic Safety Administration (NHTSA) and listed on their Conforming Products List. EBT must be capable of printing out the results, date and time, a sequential test number, and the name and serial number of the EBT, to ensure the reliability of the results and one which NHTSA has approved a quality assurance program submitted by the device manufacturer.

Management Information System (MIS) Employer must maintain a record keeping and reporting system to include the number of covered and tested employees for both DOT/FTA-mandated drug and alcohol testing, the number of alcohol screening and confirmation tests, the number of drug tests, the number of denied positions in pre-employment testing (for drug), and the number of return-to-duty tests.

Medical Review Officer (MRO) The MRO is a licensed physician with knowledge of drug abuse disorders. MRO reviews all negative and positive drug test results and interviews individuals tested positive to verify the laboratory report before the employer is notified. MRO recommends whether and when an employee who refused to take or did not pass a drug test may return to work and schedule follow-up unannounced drug testing for a period of up to 60 months.

Performing a safety-sensitive function The employee is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform as a driver of a commercial motor vehicle, or who performs or will perform a safety-sensitive function for transit operations.

Positive alcohol test The confirmation test performed by the BAT with EBT recorded result of 0.04 or more which is a violation of the DOT/FTA rules and requires removal from the covered position until further evaluation by an SAP.

Positive drug test To have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a urine specimen that is

equal to or greater than the levels allowed by DOT/FTA in the confirmation test, and which is determined by the MRO to be the result of the use of illegal drugs. An employee whose drug test is positive cannot perform in a covered position until MRO retests and treatment and/or EAP.

Quality Assurance Plan (QAP) Plan for EBT developed by the manufacturer and approved by NHTSA. Key elements of the Plan include: methods for external calibration checks, minimum intervals for calibration checks, tolerances for calibration checks, inspection, maintenance and calibration reports. Employer must maintain records of compliance with QAP including calibration checks.

Random sample DOT/FTA drug and alcohol testing of covered employees performed on an unannounced and random selection basis. The random tests are spread reasonably over a 12-calendar month period to test at least 25% of all covered employees for alcohol, and 50% of covered employees for drugs.

Refusal to submit (to alcohol or drug test) The persons (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing,(2) fails to provide adequate urine for drug testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process.

Safety-sensitive position (function) An employee who drives, is ready to drive, or available to drive commercial motor vehicles for the employer is considered to be performing a safety-sensitive function according to DOT-FHWA/FTA regulations. Also, a safety-sensitive function includes any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

Screening test (or initial test) In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in his/her system.

Substance Abuse Professional (SAP) A licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

APPENDIX III

LIST OF SUPERVISORS RECEIVING TRAINING IN DRUG-DETECTION AND ALCOHOL MISUSE

The following list of supervisors presently supervise employees in covered positions listed in Appendix I for DOT/FTA/FHWA safety-sensitive functions. This list is subject to amendment without notice. To obtain a current list, contact the City's Personnel Office.

Sam Beevers, Utilities Supervisor

Jose Cantu, Fleet Maintenance Supervisor

Dave Funk, Electrical/Mechanic Maintenance Supervisor

Ray Garcia, Public Maintenance Supervisor

Larry Gilley, Utilities Manager

Allison Van Guilder, Parks, Recreation & Public Facilities Manager

Dan Madden, Municipal Services Director

Mike Murphy, Public Facilities Maintenance Supervisor, Assistant

Keith Humphres, Public Facilities Maintenance Supervisor, Assistant

APPENDIX IV

ALCOHOL TESTING PROCEDURES

Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40, and are outlined below:

A. For alcohol testing, the employer shall use only EBTs which meet the requirements of 49 CFR 40.231.

B. An EBT shall have a Quality Assurance Plan (QAP) developed by the manufacturer which designates the methods to be used to perform external calibration checks using devices on the NHTSA "Conforming Products List of Calibrating Units for Breath Alcohol Tests" and other requirements set forth in 49 CFR 40.233.

C. Alcohol testing will be performed on breath only unless otherwise required by DOT/FTA under amended regulations.

D. Alcohol testing shall be conducted in a location that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. (49 CFR 40.221)

E. Alcohol testing may be conducted in a mobile connection facility as permitted in 49 CFR 40.221(f).

F. The employer shall use the breath alcohol testing form prescribed by DOT form and log book requirements in Part 40, and the BAT shall follow all procedures required in Part 40.

G. Prior to testing, the BAT will require the employee to provide positive identification (such as a photo ID or ID by an employer representative).

H. A screening test (initial test) shall be performed by the BAT, with printed results which the BAT will show to the employee.

   1. In any case in which the breath alcohol concentration is less than 0.02, the BAT shall date and sign the form and the employee shall sign the certification and fill in the date on the form. No further testing is required and the BAT shall transmit the result of less than 0.02 to the employer in a confidential manner.

   2. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed (49 CFR 40 Subpart L.

I. A confirmation test is performed according to 49 CFR 40 Subpart M, by the BAT after a 15 minute deprivation period (but not more than 20 minute after the screening test) while under BAT supervision at all times. The result of the confirmation test controls and overrules the screening test (if a different result). Results are recorded on required forms and reported to the employer by the EBT.

1. Results of breath alcohol concentration less than 0.02 are reported as negative.

2. Results of breath alcohol concentration of 0.02 or greater but less than 0.04 will prevent the employee from performing or continuing to perform safety-sensitive functions until: (a) the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test (49 CFR 382.505, 49 CFR 655.35). Return to work is subject to the requirements of Sections 3(a)(6) and 14(b) of this City policy.

3. Results of alcohol concentration of 0.04 or more is a violation of the DOT/FHWA/FTA rules and requires removal from the safety-sensitive functions until further evaluation by a SAP and retesting.

J. Refusal to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing process to prevent the completion of the test shall be noted by the BAT and communicated to the employer.

K. Inability to provide adequate amount of breath because of a medical condition shall be immediately reported to the employer and require evaluation by a licensed physician acceptable to the employer according to Part 40.265.

L. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the consent or release form for the collection site shall be considered a refusal to test.

APPENDIX V

SUBSTANCE ABUSE PROFESSIONAL (SAP)

A. Substance Abuse Professional (SAP) is defined in 49 CFR 382.605, 49 CFR 655.52. See definitions in Appendix II.

B. The SAP is a licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in diagnosis and treatment of alcohol and controlled substances-related disorders. The name and address of the SAP is as follows:

Melvin M. Beckwith, CADC II, NCAC, ICADC, SAP
17 East Main Street
PO Box 2326
Merced, CA 95344
(209) 722-8791 office
(209) 722-0738 fax

C. SAP functions include the following:

1. Conduct evaluation of employee who has engaged in prohibited conduct

2. Determine if employee needs assistance in resolving problems associated with alcohol misuse or controlled substance use

3. Refer employee for treatment/rehabilitation as appropriate

4. Conduct return-to-duty evaluation to determine if employee has complied with any recommendations for treatment/rehabilitation

5. May establish follow-up testing regime

6. May recommend drug testing for those employees who have poly-substance abuse problems

7. Reject test results that do not comply with the Mandatory Guidelines

8. Maintain the required records to administer this program

9. SAP cannot conduct treatment or refer to affiliated facility <u>except</u> if assessment and treatment through public agency, or person for treatment is provided through the health care program or the SAP is the only person available.

APPENDIX VI

CONTROLLED SUBSTANCE (DRUG) TESTING PROCEDURES

Controlled substance (drug) testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and as set forth in summary below:

A. Applicants and employees required to participate in the controlled substance (drug) testing program will be notified that a drug test is necessary and the basis upon which the testing is performed (e.g., random, post-accident, return-to-duty, etc.).

B. Drug testing will be performed utilizing split specimen urine samples. Split specimen requires collection of urine in a single container (minimum 45 ml) which is subdivided into two containers (30 ml primary; 15 ml secondary), labeled, sealed, and shipped in a single shipping container to the lab.

C. Each urine specimen shall be tested for evidence of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. (49 CFR 40, 49 CFR 382.107, 49 CFR 655.21)

D. An applicant who is offered a position covered by this policy will be required to report to the alcohol and drug testing collection site specified in Appendix IX of this policy and provide both an alcohol breath test and a urine specimen.

E. Upon notification that a drug test is required, an employee will report as soon as possible after notification to the drug collection site and provide a urine specimen.

F. The collection agency shall adhere to all requirements outlined in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, as amended.

G. Retention of urine specimens and retesting shall be in accordance with 49 CFR 40, 655, and 382.

1. The laboratory shall retain samples that yield confirmed positive results for one year in secured frozen storage. The laboratory may be requested to retain the sample for an additional reasonable period; however, if no request is received during the one year period, the sample will be discarded at the end of one year.

2. If the MRO determines there is no legitimate medical reason for a confirmed positive test result other than the unauthorized use of a

prohibited drug, the MRO shall advise the employee of the positive test result. The determination of a positive test level is set out in Appendix XIII herein. The employee may request retesting, which will require the employee to submit a written request to the MRO for a GC/MS retest of the secondary urine specimen within 72 hours after notification of the positive test result from the MRO receipt of final test results from the MRO. Retesting will be performed at a different DHHS certified lab that is certified by the U.S. Department of Health and Human Services (DHHS) which shall be selected by the employee's collective bargaining agent and be inspected and approved by City's MRO (see Appendix VIII for laboratory name and collection location). The cost of shipment (if any) and reanalysis of the specimen must be paid in advance by the employee and will be reimbursed if the retest is negative.

3. If the employee specifies retesting by a second laboratory, the original laboratory must follow approved chain-of-custody procedures in transferring the split specimen.

4. If the MRO is unable to contact the employee, the employer shall request the employee contact the MRO prior to dispatching the employee or within 24 hours, whichever is earlier.

H. Intentional acts of the applicant or employee to contaminate or invalidate the urine specimen will be deemed a failed test result. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the form for the collection site is considered a refusal to test.

I. A positive test for controlled substances (drugs) means to have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a bodily specimen that is equal to or greater than the levels specified in the appendix for the confirmation test and is validated by the MRO as being positive (see Appendix V). An employee whose drug test is positive will be considered in violation of this policy.

J. Blind Performance Test Procedures:

1. General:

a. The employer shall use blind testing quality control procedures as provided below.

b. The employer shall submit three blind performance test specimens for each 100 employee specimens submitted, up to a maximum of 100 blind performance test specimens submitted per quarter. DOT

may increase this per quarter maximum number of samples if doing so is necessary to ensure adequate quality control of employers or consortiums with very large numbers of employees.

2. Covered Employees: For employers with 2,000 or more covered employees, approximately 80 percent of the blind performance test samples shall be blank (i.e., containing no drugs or otherwise as approved by DOT/FTA) and the remaining samples shall be positive for one or more drugs per sample in a distribution such that all the drugs to be tested are included in approximately equal frequencies of challenge. The positive samples shall be spiked only with those drugs for which the employer is testing. This paragraph shall not be construed to prohibit spiking of other (potentially interfering) compounds, as technically appropriate, in order to verify the specificity of a particular assay.

3. Employers with fewer than 2,000 covered employees may submit blind performance test specimens as provided in the above paragraph. The employer may also submit only blank samples or may submit two separately labeled portions of a specimen from the same non-covered employee.

APPENDIX VII

MEDICAL REVIEW OFFICER (MRO)

A. Medical Review Officer (MRO) is defined in 49 CFR 40.121. The MRO is a licensed physician with knowledge of substance abuse disorders. See also Appendix II definition.

B. Medical Review Officer information:

Stephen J. Kracht, D.O.
Certificate # 0807863
P.O. Box 25902
Overland Park, KS 66225
Phone 800-881-0722 Fax 913-469-4029

C. The following is a partial listing of the MRO's specific responsibilities as defined in 49 CFR 40.123. Additional details of responsibilities may be found in the DHHS Medical Review Officer Manual.

1. Receive positive confirmed drug test results from laboratory.

2. Request, if needed, a quantitative description of drug test results.

3. Receive a certified copy of the original chain of custody.

4. Review and interpret positive drug test results according to the DOT/FTA-mandated standard set forth in Appendix XIII.

5. Inform the tested individual and provide drug test results.

6. Conduct a medical interview with the tested individual.

7. Review the individual's medical history, or any other relevant biomedical factors.

8. Give the individual an opportunity to discuss test results, and advise the individual that the original split urine specimen sample may be retested at a different DHHS certified laboratory upon the written request of the employee, if the written request is made within 72 hours from notification of the positive drug test result.

9. Order a reanalysis of the split urine specimen in a different DHHS certified laboratory, if necessary.

10. Consult with others if question of accuracy arises, consistent with confidentiality requirements.

11. Consult with laboratory officials.

12. Reject urinalysis results that do not comply with the Mandatory Guidelines.

13. Confirm an opiate-positive urine by "clinical evidence"; except for GC/MS confirmation of 6-monoacetylmorphine. (49 CFR 40.139)

14. Determine whether a result is scientifically sufficient.

15. Determine whether a result is consistent with legal drug use.

16. Forward results of verified positive tests to the employer.

17. Maintain the required records to administer this program.

APPENDIX VIII

NAME AND LOCATION OF DHHS CERTIFIED LABORATORY

The testing laboratory for this policy for primary testing will be a laboratory certified by DHHS and approved by the MRO. The name and location of the testing laboratory is as follows:

Clinical Reference Lab
11850 West 85th Street
Lenexa, KS 66214
(301) 443-6780

Retesting of the split sample will be performed by a different laboratory certified by DHHS and approved by the MRO. The name and location of the laboratory is as follows:

Quest Diagnostics
Corporate Headquarters
1290 Wall Street, West
Lyndhurst, NJ 07071
(800) 877-7484

Laboratory Procedures: The DHHS certified laboratories shall comply with all methods and procedures of 49 CFR Part 40, as amended, and will provide annual proof of certification and compliance to the City Occupational Health Services, MRO, and the employer.

APPENDIX IX

NAME AND LOCATION OF COLLECTION AGENT

Collection Agent:

Romeo Medical Work Wellness
Attn: Bonnie Fontana
1801 Colorado Ave. Suite 130
Turlock, CA 95382
(209) 216-3333

After Hours and Weekends:

Emergency Department (Emanuel Medical Center)
825 Delbon Avenue
Turlock, CA 95382

Open 24 Hours

APPENDIX X

POST-ACCIDENT PROCEDURES AND INSTRUCTIONS
49 CFR PART 382.303(D) AND 49 CFR PART 655.4 REQUIREMENTS

A. If an accident involves (1) the loss of human life, or (2) the driver receives a citation for a moving violation arising from the accident, or (3) the accident involves a transit vehicle and an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (4) the accident involves a transit vehicle and one or more vehicles involved incurs disabling damage as the result of the occurrence, the driver must be tested for alcohol and drugs under the DOT/FTA-mandated policy. The testing should occur as soon as practicable following an accident.

B. Alcohol testing. If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (CFR 382.303(d)(1), 49 CFR 655.44).

C. Drug testing. If a drug test is required, the employee shall be tested for drug use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible.

D. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and, if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.

E. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.

F. Under the City-wide drug and alcohol policies, additional non-DOT/FTA testing may also be requested by the employer following any type of motor vehicle accident or incident in which safety precautions were violated or

unusually careless acts were performed, or which involve substandard performance by the employee, or related to unusual behavior, driving, altercations, or other indications of alcohol and/or drug usage.

APPENDIX XI

E.A.P. HOTLINE TELEPHONE NUMBER

E.A.P. HOTLINE TELEPHONE NUMBER:	1-800-234-5465
Operating Hours:	24 Hours

APPENDIX XII

RECORDKEEPING AND REPORTING PROCEDURES

Records will be maintained in accordance with the requirements of 49 CFR 382.401-409, et al. and 655.71 as outlined below:

A. Retention Period. The employer will keep the following records for the periods specified. These records will be maintained in a secure location with controlled access:

1. Five-Year Retention Period:

   a. Records of employee alcohol test results with results indicating an alcohol concentration of 0.02 or greater
   b. Records of employee verified positive drug test results
   c. Documentation of refusals to take alcohol/drug tests
   d. Calibration of Evidential Breath Testing (EBT) devices documentation
   e. Employee evaluation and referrals
   f. Copy of each annual calendar year summary required by 49 CFR 382.403
   g. Substance abuse professionals (SAP) evaluations and referrals will be kept a minimum of 5 years

2. Two-Year Retention Period:

   a. Records related to the alcohol and drug test collection process (except calibration of EBT devices).
   b. Records of BAT, supervisor and employee training after the individuals cease to perform those functions.

3. One-Year Retention Period:

   a. Records of negative and canceled drug test results
   b. Records of test results indicating a breath alcohol concentration less than 0.02
   c. Records relating to the collection process (except calibration) and required testing will be kept a minimum of two years.

4. Indefinite Retention Period

   a. Records related to the education and training of BATs, supervisors, and employees while the individuals perform the functions which require the training.

B. Types of Records Maintained. If a document is required to be prepared under these regulations, it must be maintained.

1. Records relating to the collection process include:

    a. Collection log books
    b. Documents related to the random selection process
    c. Calibration documentation for EBTs
    d. Documentation of BAT training
    e. Documentation of reasonable suspicion testing
    f. Documentation of reasoning for post-accident testing
    g. Documentation verifying a medical explanation for the inability to provide adequate breath or urine for testing
    h. Consolidated annual calendar year summaries required by 49 CFR 382.403

2. Records relating to employee's test results including:

    a. Employer's copy of alcohol test form including results of test
    b. Employer's copy of drug test chain of custody and control form
    c. Documents sent from MRO to employer
    d. Documents relating to refusal to test
    e. Documents presented by an employee to dispute the result of an alcohol or drug test
    f. Documents generated in connection with verifications of prior employers' alcohol or controlled substances test results that were obtained by the employer:

        i. In connection with the exception in 49 CFR 382.301, and
        ii. As required by 49 CFR 382.413.

3. Records related to other violations of DOT/FHWA/FTA

4. Records related to evaluations as follows:

    a. SAP determination of employee's need for assistance
    b. Records concerning employee's compliance with SAP recommendations

5. Records related to education and training as follows:

    a. Materials on awareness for alcohol misuse and controlled substance use including a copy of employer's policy

b. Documentation of compliance with the requirements of 382.601 including employee's signed receipt of education materials and policy
c. Documentation of supervisor training for alcohol and drug testing based on reasonable suspicion
d. Certification of training for breath alcohol technicians as required by 49 CFR 40.213(a)
e. Certification that any training conducted under 49 CFR 40 and 382 complies with the requirements for such training

6. Records relating to alcohol and drug testing as follows:

a. Agreements with collection site, laboratory, and MRO
b. Names and positions of officials and role in employer's testing program(s)
c. Semi-annual laboratory statistical summaries of urinalysis required by 49 CFR 40.111(a)
d. Employer's alcohol and drug testing policy and procedures
e. Location of all records

C. Reporting for Management Information System (49 CFR 382.403)

1. When requested by the Federal Motor Carrier Safety Administration during the month of January, annual summaries of alcohol and drug testing results shall be completed for the calendar year just ended, by March 15 of the following year using the Management Information System (MIS) form and instructions as required by 49 CFR part 40 (at 40.26 and appendix H to part 40) or the electronic version of the MIS form provided by the DOT. The annual summary shall include the following:

a. The number of drivers subject to Part 382
b. Drivers subject to testing under alcohol or drug use rules of more than one DOT agency, identified by agency
c. Number of urine specimens collected by type (random, pre-employment, follow-up, etc.)
d. Number of positive verified by MRO by type of test
e. Number of negative verified by MRO by type of test
f. Number of drivers denied position following pre-employment positive drug or alcohol test of 0.04 or greater
g. Number of drivers with tests verified positive by MRO for multiple drugs
h. Number of drivers who refused to take alcohol and/or drug test
i. Number of supervisors receiving alcohol reasonable suspicion training
j. Number of supervisors receiving controlled substance reasonable suspicion training

k. Number of screening alcohol tests by type of test
l. Number of confirmation alcohol tests by type of test
m. Number of confirmation alcohol tests indicating an alcohol concentration of 0.02 or greater but less than 0.04 by type of test
n. Number of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater by type of test
o. Number of drivers in this reporting period who were returned to duty (having complied with SAP recommendations) who previously: 1) had a verified positive drug test result, or 2) engaged in prohibited alcohol misuse
p. Number of drivers administered a drug and alcohol test at the same time with a verified positive drug test and an alcohol concentration of 0.04 or greater

2. Each employee shall be identified who is subject to more than one DOT/FTA agency alcohol or drug rule. The identification will be by the total number of covered functions. Prior to testing, the employer shall identify which DOT/FTA agency under which the employee performs more than 50% of his or her duties. and test result information shall be directed to the appropriate DOT agency. (49 CFR 655.45(j))

APPENDIX XIII

LEVELS OF CONTROLLED SUBSTANCES (DRUGS)
CONSIDERED TO BE POSITIVE

Positive levels for prohibited drugs:

Drug and/or Metabolite	Initial Level	Confirmation Level
Marijuana	50 n/ml	15 n/ml
Cocaine	300 n/ml	150 n/ml
Opiates (morphine and/or codeine)	300 n/ml	300 n/ml
Phencyclidine (PCP)	25 n/ml	25 n/ml
Amphetamines and/or Methamphetamines	1000 n/ml	500 n/ml

VANTAGE CARE PROPOSAL

CITY OF TURLOCK

PLAN# 801426 TCEA MISCELLANEOUS PLAN

- Sick Leave Conversion on Retirement:
  Upon retirement, resignation or death, employees will convert all accrued sick leave as a contribution to their Vantage Care Health Savings Plan at a conversion rate of 50% after their PERS Service Credit conversion.

- Vacation Conversion on Retirement:
  Upon retirement or resignation, employees with 200 hours or more of vacation will convert all hours in excess of 100 hours of unused vacation as a contribution to their Vantage Care Health Savings Plan at 100% of the value.

- Annual Sick Leave Conversion:
  On November 1 of each year, employees with a sick leave balance of 200 or more hours, after sick leave sell back if eligible, will convert 20 hours of sick leave to each employee's Vantage Care Health Savings Plan.

- Salary Contribution:
  Employees shall contribute one-half percent (½) of their gross salary each pay period to their Vantage Care Health Savings Plan.

- Plan Amendment:
  Future amendments of the TCEA Vantage Care Health Savings Plan shall require a simple majority vote of all ballots cast.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2013-018 AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND TURLOCK MANAGEMENT ASSOCIATION - PUBLIC SAFETY (TMAPS) COVERING THE PERIOD NOVEMBER 1, 2013 THROUGH OCTOBER 31, 2014	**RESOLUTION NO. 2013-**

WHEREAS, the City and the Union met and agreed upon the terms of the Memorandum of Understanding as outlined in the attached (see Exhibit C); and

WHEREAS, the represented employees of this association have agreed to partner with the City of Turlock by making their individual and collective contribution toward improving the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2013-018 and adopt the attached Memorandum of Understanding covering the period November 1, 2013 through October 31, 2014.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

EXHIBIT C

MEMORANDUM

OF

UNDERSTANDING

BETWEEN

THE CITY OF TURLOCK

AND

TURLOCK MANAGEMENT ASSOCIATION – PUBLIC SAFETY

November 1, ~~2012~~ 2013 – October 31, ~~2013~~ 2014

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PREAMBLE

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TURLOCK
AND
TURLOCK MANAGEMENT ASSOCIATION – PUBLIC SAFETY

The authorized representatives of the City Council of the City of Turlock, hereafter referred to as the "City", and the authorized representatives of the TURLOCK MANAGEMENT ASSOCIATION-PUBLIC SAFETY hereafter referred to as the "Association" do jointly accept and agree to all the terms and conditions of employment set forth in this Comprehensive Memorandum of Understanding.

The terms and conditions of employment set forth in this Memorandum of Understanding have been discussed in good faith by the authorized representatives of the City and the authorized representatives of the Association. The authorized representatives of the Association agree to recommend acceptance by the employees of all terms and conditions set forth herein. Following said acceptance by the employees, authorized representatives of the City agree to recommend to the Turlock City Council that all terms and conditions set forth herein be approved by resolution. Upon adoption of said resolution, all terms and conditions so incorporated shall become effective without further action by either party.

This Memorandum of Understanding, ("MOU"), shall commence at 12:01 a.m., on November 1, ~~2012~~ 2013 and terminate at midnight on October 31, ~~2013~~ 2014. Any time after April 1, ~~2013~~ 2014, either City or the Association may deliver written notice to the other party of its intent to modify the terms of this MOU.

The terms of the agreement and understanding are as follows:

2:00 MANAGEMENT RIGHTS

2:01 General Terms

Nothing herein shall be construed to restrict any legal or inherent exclusive City right with respect to matters of general legislative or managerial policy, which include, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Agreement to this maintenance of benefits provision does not preclude the City from properly exercising its right to effectively manage the City, make decisions, determine the number of employees needed to perform a service, determine the mission or goal of a department or exercise any management right presently accorded to the City by law.

The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

2:02 Medical Examination:

1. When Required

The City Manager may require an employee to submit to a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical, mental or emotional condition as any such condition relates to employment by the City.

2. Costs

The City shall pay fees for the examination and for the service of medical specialists or technicians, if required by the City. The employee may provide medical or other evidence to the examining physician or to the City. The examining physician shall make a written report of the examination to the City.

The City Manager shall provide a copy of the physician's written report to the employee.

3. Termination

When the City Manager, after considering the conclusions of the medical examination provided for by this section or medical reports from the employee's physician, and other pertinent information, concludes that the employee is unable to perform the work of his or her present position, or any other position in the City, and cannot be reasonably accommodated as defined in the Americans with Disabilities Act which became effective July 26, 1992, and the employee is not eligible or waives the right to retire for disability and elects to withdraw his or her retirement contributions or to permit his or her contributions to remain in the retirement fund with rights to service retirement, the City Manager may terminate the employment of the employee.

3:00 ASSOCIATION BARGAINING

3:01 Representative Time Off

1. For the purposes of this MOU, meet and confer is as defined by state law. Necessary release time shall be granted to the applicable steward for grievance meetings and investigations.

2. Two (2) TMAPS representatives shall be granted paid release time for meet and confer sessions.

3. Employees elected to Association office shall be granted time off without pay to perform their Association functions, including conventions, conferences, and seminars, at the expense of the Association.

4. The City will allow two Association representatives to attend P.E.R.S. training or meetings not to exceed eight hours per year. Travel and meal expenses will be borne by the representatives. Attendance at such meetings must be approved through the normal trip authorization process.

4:00 ASSOCIATION MEMBERSHIP

4:01 General Recognition

The Employer recognizes the Association as the exclusive bargaining agent for all full-time, Police and Fire mid-management employees in the following classifications:

1. Police Captain,
2. Police Lieutenant,
4. Fire Division Chief,
5. Fire Marshall, and
6. Parks, Recreation & Public Facilities Manager.

4:02 Payroll Deduction of Dues

The Employer shall deduct each month, dues and assessments in an amount certified to be current by the Treasurer of the Association from the pay of those employees who individually request, in writing, that deductions be made. The total amount of the deduction shall be remitted, each month, by the Employer to the Treasurer of the Association or financial institution selected by the Association.

5:00 WORKING CONDITIONS – CITY POLICIES

All Police and Fire Department rules and regulations have been incorporated into the Policy and Procedures Manuals of each respective department. Where Policy and Procedures conflict with this MOU, the MOU shall prevail.

6:00 MAINTENANCE OF BENEFITS

Both parties recognize that there may be legally derived and legally sanctioned benefits which are currently enjoyed by Association members or the Employer which are not enumerated in this Memorandum of Understanding due to oversight. Both parties agree that it is their intent that such legally derived and legally sanctioned benefits, whether they be enjoyed by the Employer or the Association be maintained at their current status, except as they may be amended by this Agreement or by the courts.

7:00 BULLETIN BOARDS

The Employer shall provide the Association with space on bulletin boards in areas where the Association has employees it represents for the purposes of posting Association notices. The notices may include, but not be limited to:

- Recreational and social events of the Association
- Association meetings
- Association elections, appointments
- Results of Association elections

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10:00 BASIC WAGES/SALARIES/OTHER PAY

The City of Turlock does not participate in Social Security, although employees hired after April 1, 1986 participate in Medicare.

The current salaries shall be paid in accordance with the schedule in Attachment A.

10:01 Cost of Living

There are currently no cost of living increases scheduled.

10:02 Fair Labor Standards Act

All member employees are exempt from overtime pursuant to F.L.S.A.

10:03 Out of Class Pay

The City agrees that upon specific written assignment by the Service Area Director or City Manager an employee may be required to assume the duties, responsibilities, authority and accountability of a higher classification.

Employees assigned to perform the duties of a higher classification for a period exceeding two (2) consecutive weeks shall be compensated at the base rate of the higher classification if the rate is higher than that to which the employee is regularly assigned. The compensation amount received by the "acting" employee shall not be less than an additional five percent (5%) over their regular salary.

An employee seeking additional training in another class may waive his/her right to work-out-of-class pay in order to pursue desired training.

10:04 Professional Certification: Medical Technician

Sworn Fire employees are entitled to receive compensation of five percent (5%) of base salary monthly, upon providing a current Emergency Medical Technician certificate.

10:05 Safety Certification

After passing a physical fitness exam in October, Sworn Fire employees are eligible to receive a monthly stipend of $100 beginning each October 1st, payment to begin November 5th.

10:06 Professional Development

Each July 1st, employees are eligible to receive $600 in Professional Development funds. This amount is to be used during the fiscal year. Employees must have worked a minimum of six (6) months during the fiscal year in order to be eligible for the Professional Development Program. Employees have two (2) options for this benefit:

1. Educational
   a. College courses
   b. Seminars
   c. Non-covered job related conferences/subscriptions/books
   d. Computer hardware/software

2. Cash Out
   Managers may cash out this annual allowance at the end of each fiscal year. The amount of the cash out allowance will be $100 less than the established annual allowance. This check will be payable on June 5th.

10:07 Management Leave

Employees shall receive eighty (80) hours of management leave per fiscal year. Employees may select no more than two (2) of the following options, not to exceed the maximum annual benefit:

1. Credit a minimum 24 hours to available leave as noted on payroll check stub in the "Comp" field. The time must be used by June 30th of the fiscal year

2. Cash out up to forty (40) hours payable on August 5th.

3. Placement in deferred compensation 401 account. To elect this option a minimum of twenty-four (24) hours must be posted to "Comp" leave as noted on payroll check stub. All hours above the twenty-four (24) hours may be converted to your 401 account.

4. Placement in retiree health account. To elect this option a minimum of twenty-four (24) hours must be posted to "Comp" leave as noted on payroll check stub. All hours above the twenty-four (24) hours may be converted to your retiree health account. The value of the selected hours of credit toward a retiree health option will be accrued in an individual account for the purpose of paying for health insurance at retirement. Monies accrued to the individual account under this benefit may be used to purchase City insurance upon retirement or an alternate insurance subject to participation rules. Retirees have the option of cashing out any or all of their balance in this account at any time after retirement. Such cash outs would be subject to applicable IRS codes for tax purposes.

10:08 Assigned Vehicles

Fire Division Chiefs and Police Captains shall be assigned a City vehicle due to the nature of their jobs. The fire and police service area directors may assign a city vehicle to other member employees as deemed necessary.

11:00 RETIREMENT

11:01 Retirement Program

Non-Sworn Fire and Police Management

Employees covered by this agreement participate in the public employees Retirement Systems (PERS) 2.7% at 55 for full and modified formula for all active local miscellaneous members only. The City pays the employee's 8% PERS contribution as well as the Employer's contribution.

During the term of this MOU, the employee will pay the employee's 8% PERS contribution~~. In addition,~~ and the employee will pay 1% of the Employers PERS contribution designated as normal cost (NC) and attributable to the amendment to the PERS contract dated January 1, 2008 on the attached valuation dated April 6, 2011. The total 9% PERS contribution shall be deducted as a pretax employee pension expense and shall automatically terminate/sunset on October 31, ~~2013~~ 2014 . Retirement benefits will be based on the highest

one year of service. Sick leave accrual may be applied to the service credit. Non-sworn employees are covered by the level three (3) PERS Survivor Benefit.

Sworn Fire and Police Management

Sworn employees covered by this agreement participate in the Public Employees Retirement System (PERS) 3% @ 50, under the "Safety" PERS formula. The City pays the Employee's nine percent (9%) PERS contribution as well as the Employer's contribution. During the term of this MOU, sworn police management will pay the employee's 9% PERS contribution and sworn fire management will pay 9% of the employer's PERS contribution designated as unfunded liability (UL) and attributable to the amendment to the PERS contract dated July 1, 2004 on the attached valuation dated April 5, 2011. (See Attachment B). If, during the term of this MOU, there is a change in the law that does not allow the employer to pay the employee's contribution to PERS, the 9% sworn fire management employees are paying as an employer contribution shall be automatically converted to the employee's 9% contribution. In addition, if there is a change in the law that impacts the EPMC benefit set forth in Section 17-1.02, the Parties agree to meet and confer regarding the impacts of the change in the law and to explore ways to maintain the value of the EPMC benefit for employees. Retirement benefits are based on the highest one-year of service. The total 9% PERS contribution shall be deducted as a pretax employee pension expense and shall automatically terminate/sunset on October 31, 2014. Sick leave accrual may be applied to service credit. Sworn employees are covered by the level four (4) PERS Survivor Benefit.

New Employees - Sworn and Non-Sworn

Effective January 1, 2013, all new employees, as defined by AB 340, will participate in the Public Employees Retirement System (PERS) 2% @ 62 defined benefit formula for non-safety members. All new employees, as defined by AB 340, who are safety members will participate in the Public Employees Retirement System (PERS) Safety Option Plan Two, 2.7% @ 57. New employees shall have an initial contribution rate of at least fifty percent (50%) of the total normal cost rate for the defined benefit plan or the current contribution rate of similarly situated employees, which is currently a 9% PERS contribution, whichever is greater. All employees shall be subject to the mandatory provisions of AB 340.

Fire Safety Members and Fire Management

The City of Turlock agrees to provide Employer Paid Member Contributions (EPMC) for all Fire Safety Members including non-management and management classifications in accordance with Council resolution numbers 2007-289 and 2007-298, respectively. The City of Turlock will not provide EPMC to new employees, as defined by AB 340, hired on or after January 1, 2013.

11:02 Retiree Health Benefits

Retiree Health consists of health, dental and vision insurance coverage.

The City offers retirees the same health, dental and vision coverage available to current employees. Premium payments will be the responsibility of the retired employee. Election to continue City sponsored medical/dental/vision coverage must be determined within thirty (30) days of the date of retirement. Premiums will be based on actuarial surveys.

Premiums may be adjusted at the beginning of each plan year.

11:03 Retiree Health: Funding

The City contributes two and one-half percent (2½%) of base salary of members of the bargaining units to the retiree health fund.

On July 1, 2011, the City and Association agreed that the City would terminate contributions to the Retiree Health Fund. The City and Association further agreed that the contribution of two and one-half percent (2½%) that the City previously contributed to the retiree health fund would, instead, be made to each employee's Retiree Health Savings (RHS) Vantage Care Plan The total contribution by City to the employee's Retiree Health Savings (RHS) Vantage Care Plan will be three percent (3%).

1:04 Retiree Health: Eligibility

Retirees must elect to continue with the City's plan within thirty (30) days of retirement and a minimum of ten (10) years of service as a management employee with the City of Turlock. Thereafter, retirees are ineligible to participate in the City's plan.

retired from the City of Turlock with
Benefits under this program are not transferable.

Retiree must be fifty (50) years of age to participate in the program.

Retirees will receive a fifteen (15) day notification of rate changes.

11:05 Conversion of Sick Leave Towards Retiree Health Premiums

Employees retiring from City service will convert sick leave at a rate of fifty percent (50%) of its value toward payment of medical insurance.

11:06 Deferred Compensation

A one-time choice to participate in the City's 401 Deferred Compensation program must be made at date of hire or date of promotion into the Association. The City agrees to match the employee's contribution to the City's 401 Deferred Compensation program as follows:

Employer contribution: Two and one-half percent (2 ½%) of base salary for each pay period, provided that the employee contributes their required percentage.

Employee contribution: Six percent (6%) of base salary for each pay period.

A change in employee contributions not to exceed one percent (1%) requires a two-thirds (2/3) affirmative vote of all TMAPS members participating in the program. Increases greater than one percent (1%) require a unanimous affirmative vote of all TMAPS members participating in the program.

12:00 RETIREE HEALTH SAVINGS (RHS) VANTAGE CARE PLAN

The City will make an employer contribution of one half (1/2%) of employee's base salary to each employee's Retiree Health Savings (RHS) Vantage Care Plan. On July 1, 2011, the City and Association agreed that the City would terminate contributions to the Retiree Health Fund. The City and Association further agreed that the contribution of two and one-half percent (2½%) that the City previously contributed to the retiree health fund would, instead, be made to each employee's Retiree Health Savings (RHS) Vantage Care Plan. The total contribution by City to the employee's Retiree Health Savings (RHS) Vantage Care Plan will be three percent (3%).

Every June 30th, after vacation sell-back, employees who have a vacation balance of one hundred (100) hours or greater, will convert ten (10) hours of vacation time at base salary rate to their Retiree Health Savings (RHS) Vantage Care Plan. This amount will be converted during the July 20th payroll.

At retirement, employees who have three hundred and fifty (350) or more hours of vacation will convert one hundred percent (100%) of accrued vacation hours to their Retirement Health Savings (RHS) Vantage Care Plan.

At Retirement employees will convert all accrued Sick Leave as a contribution to Vantage Care at a conversion rate of fifty percent (50%) after their PERS Service Credit conversion.

13:00 MEDICAL PLAN: Health Benefits

The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependents through a self-funded plan or a fully funded insurance plan. The City agrees to pay a maximum benefit per month for each employee-family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Agreement.

The City reserves the right to provide health benefits through a self-funded plan or fully funded insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:

a. The plan imposes exorbitant costs upon the City;
b. The health care carrier refuses to provide services to the City;
c. The health care provider no longer offers the services; or
d. The health plan is discontinued.

If the City discontinues use of any of the listed health care providers they will provide a health care provider with similar services.

The City agrees to pay fifty percent (50%) of the cost of the above-referenced health insurance monthly premium toward the employee's deferred compensation account provided the following criteria are met:

- Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.

- Election to receive in-lieu contribution can only occur during open enrollment period each June.

- Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse.

- Employees who wish to re-enroll in the City's health plan may do so under the following conditions:

    a. loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation; or
    b. during regular open enrollment period.

14:00 LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1 ½) times the annual salary, plus $5,000, not to exceed $500,000.

15:00 DONATION OF ACCRUED TIME

The City agrees to allow employees to donate their vacation and/or sick leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments.

Employees who donate sick leave must do so at a conversion rate of 2 to 1; (i.e., four (4) hours credited for every eight (8) hours of sick leave donated – such donations will not count towards utilization of sick leave sell-back in December). A maximum of eight (8) hours sick leave may be donated.

16:00 LONG TERM DISABILITY

Long Term Disability insurance will be provided to all full time employees at no cost. Employees will be first eligible for coverage on the first day on the month after completing thirty (30) days of continuous employment with the City. The waiting (or elimination) period for benefits shall be sixty (60) consecutive days. The long-term disability benefit pays sixty-six and two-thirds percent (66⅔%) of monthly salary, not to exceed $10,000 per month. Employees may augment the long-term disability monthly benefit with accrued leave not to exceed their current monthly base salary. (The City of Turlock does not participate in State Disability Insurance.)

17:00 UNIFORM ALLOWANCE

17:01 Fire Employees

Fire employees that are required to maintain a uniform receive an annual uniform allowance in the amount of $1,100 and incremental increases provided

to line staff. Payment shall be made in two (2) increments: Each December, for the following six (6) months, January 1st through June 30th and each July, for the following six (6) months, July 1st through December 31st.

17:02 Police Employees

Police employees that are required to maintain a uniform receive an annual uniform allowance in the amount of $1,190 and incremental increases provided to line staff. Payment shall be made in two (2) increments: Each December, for the following six (6) months, January 1st through June 30th and each July, for the following six (6) months, July 1st through December 31st.

18:00 DISABILITY RETIREMENT

Nothing in this section shall prevent the City, upon receipt of proper medical certification, from placing an employee on work-related or other disability retirement and paying such employee all accrued and unused vacation and sick leave in a lump sum, pursuant to conversion policies.

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20:00 COMPUTER LOAN PROGRAM

The City agrees to offer regular employees the opportunity for a no-interest loan up to $2,500 for the purchase of a personal computer. A two (2) year payback, guaranteed through payroll deduction is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to termination. Employees are not limited to one use of the computer loan program, and have the ability to re-apply after five (5) years from the beginning of the initial loan.

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22:00 JURY DUTY

The City shall pay employees called to jury duty until the court dismisses such employees. Upon court dismissal, the employee shall return to work if there are at least two (2) hours remaining in his or her workday. A shift employee will receive equivalent time off with pay when actually serving on jury duty on a day scheduled for shift work. Any payment, except travel pay, received by the employee shall be deposited with the City.

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25:00 VACATION

Vacation accrual shall be based on total years of paid service with the City, as follows:

Years Completed	Hours Per Month
0	6.67
2	10
5	10.67
6	11.33
7	12
8	12.67
10	13.33
15	14
20	14.67

Employees in this category reaching their twentieth (20th) anniversary working for the City of Turlock and subsequent five (5) year anniversary increments thereafter, will receive forty (40) additional hours credited to their vacation on that special anniversary.

25:01 Method of Accrual: Sworn Police

The vacation accrual for Sworn Police employees shall be based on total years of paid service with the City, as follows:

	Hours Per Month
1 – 4th anniversary of continuous employment	8
5 – 14th anniversary of continuous employment	11.33
Over 14 years of continuous employment	14.67

25:02 Maximum Vacation Accumulation

Maximum accumulation will be four hundred (400) hours.

The maximum accumulation was allowed to be exceeded during the previous MOU; however, by December 31, 2012 all employees must be at or below the maximum accumulation of four hundred (400) hours.

25:03 Required Annual Vacation

All employees shall be required to use at least a forty (40) hour consecutive block of vacation time each fiscal year.

25:04 Sell Back

On June 20th of each year, an employee has the option to return up to forty (40) hours of accumulated vacation time to the City for its then current value, based on the employee's base monthly salary, provided said employee has at least sixty (60) vacation hours earned at the time he/she chooses to return it to the City.

After vacation sell back, if the employee's vacation balance is one hundred (100) hours or greater, it is mandatory that the employee will convert ten (10) hours of vacation time to the Retiree Health Savings (RHS) Vantage Care Plan. This amount will be converted during the July 20th payroll.

26:00 SICK LEAVE

Employees shall be granted paid sick leave credits beginning with the date of original employment at the rate of eight (8) hours for each month of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Sick leave shall be considered as a benefit, which an employee may use for actual sickness or disability.

26:01 Unused Sick Leave

On November 1st of each year, each employee having at least four (4) years continuous employment with the City may, at the option of the employee, be paid for fifty percent (50%) of his/her unused accrued sick leave from the previous twelve (12) month period. The remaining fifty percent (50%) of unused sick leave shall be retained in the employee's current accumulated total of unused sick leave. If an employee resigns after four (4) years, retires or dies while in City service, the employee or the employee's beneficiary shall be paid for twenty-five percent (25%) of the employee's total accumulated unused sick leave. Employees retiring will convert all accrued sick leave as a contribution to Vantage Care at a conversion rate of fifty percent (50%) after their PERS Service Credit Conversion. Employees terminated for cause shall not be eligible for any sick leave payments.

26:02 Family Illness

Employees may use a maximum of forty-eight (48) hours of sick leave per calendar year to care for members of the employee's immediate family.

Employees may use a maximum of sixty-four (64) hours of sick leave per calendar year to care for members of their immediate family who suffer from catastrophic illness which requires the employee's care. The City Manager shall have authority to make the decision when an employee may utilize this benefit.

Immediate family is defined as: spouse, father/mother, son/daughter, mother in-law/father in-law, step relations and adopted children.

27:00 HOLIDAYS

Employees shall have the following City-paid holidays:

1. Veteran's Day (November 11)
2. Thanksgiving Day (Fourth Thursday in November)
3. Day after Thanksgiving
4. Christmas Day (December 25)
5. Day before or after Christmas or New Year's Day – Employees may schedule this holiday as arranged with their supervisor to insure balanced staffing levels.
6. New Year's Day (January 1)
7. Martin Luther King Day (Third Monday in January)
8. President's Day
9. Memorial Day (Last Monday in May)
10. Independence Day (July 4)
11. Labor Day (First Monday in September)
12. Floating Holidays – On July 1 of each year, sixteen (16) hours will be added to the vacation allowance of each employee. In the event that an employee leaves City service prior to the end of a fiscal year, a pro-rata deduction will be made from any final compensation due the employee.

City offices will remain open on Columbus Day. Employees must use vacation or compensatory time if they would like to observe this holiday.

In recognition public safety employees varied work schedules, holidays that fall on an employee's regularly scheduled day off or on a day the employee is unable to take off due to position requirements, the final work day of the preceding work week or first work day of the following work week may be observed as the holiday.

In cases of any day of mourning or holiday declared by the Governor or President, the time observed will be one-time events, not on-going holidays or days of mourning to be reported in subsequent years. The specified amount of time will cause the closing of City offices or an equal amount of hours will be added to vacation time on the books. Employees will be allowed to utilize holiday time under the above-listed provision only if employees of the State of California and/or the Federal Government are not required to work on the "day of mourning" or "holiday declared by the Governor or President."

In exchange for ~~the~~ employee concessions for fiscal year ~~2012/13~~ 2013/2014, employees will receive 56 hours of in lieu time off. ~~For all non-essential classifications~~ All employees whose presence can be excused for a short duration of time and not adversely affect public safety or the operations of the City, as determined by the Department Director, the 56 hours of in lieu time must be taken as follows:

November ~~19th, 20th, and 21st 2012~~ 25, 26 and 27
December 24th, 26th, 27th~~, 28th 2012~~ and 30

The holiday designated as the day before or after Christmas or New Year's Day shall be taken by all bargaining unit employees on December 31st. The City will resume regular operations on January 2, 2014.

~~For all essential classifications~~ For all employees who cannot be excused for a short period of time because it would adversely affect public safety or the operations of the City, as determined by the Department Director, the 56 hours in lieu will be credited as follows: twenty-four (24) ~~24~~ hours on ~~November 19th~~ December 5 and thirty-two (32) ~~32~~ hours on December ~~24th~~ 31. ~~to be taken before October 31, 2013, with the Department Director approval. In lieu time is "use or lose" with no cash value. Employees will use December 31 as their floater holiday.~~ Time off in lieu must be taken by December 31, 2014 and is "use or lose" with no cash value.

28:00 MISCELLANEOUS LEAVES OF ABSENCE

28:01 Absence Without Leave

Failure on the part of an employee who is absent without leave and fails to return to duty within twenty-four (24) hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the, Personnel Ordinance, Personnel Rules and this Memorandum of Understanding, except as provided below. The depositing in the United States mail of a First Class letter postage paid, addressed to the employee's last known

place of address shall be reasonable notice. The employee shall be responsible for providing the City Manager with a current address.

28:02 Reinstatement After Discharge

Any employee discharged by reason of failing to return to work, with or without having received notice to return, may be reinstated without pay for such period of absence without leave. The employee must prove to the satisfaction of the City Manager that such absence was for legitimate reasons.

28:03 Injury Leave: Work Related Injury

Any employee incurring a work-related injury or disability shall be entitled to injury leave to the extent provided by the State Workers Compensation Insurance Act. The first twenty-four (24) hours of leave due to an on-the-job injury, in each twelve (12) month period, will not be charged to any accrued time.

28:04 Light Duty Assignments

On occasion employees might incur an injury or illness that precludes them from performing their regular duties. Moreover, such instances may impose a financial hardship upon the employees and/or a hardship upon a department because of reduced personnel resources. Consequently, it will be the policy of the City to consider and evaluate light or modified duty requests on a case-by-case basis and that such assignments shall not be limited to any department or Service Area.

Evaluating criteria - No light or modified duty assignment shall be approved by the City unless the following criteria exist:

a. Endorsement for assignments must be obtained from the employee's physician in the case of non-job-related injury or illness indicating the ability of the individual to perform the duties assigned by the City. In cases of a job related illness or injury the City shall designate a physician to examine the employee and determine if he/she is capable of working a light or modified duty assignment.

b. A statement from the physician must estimate as to a specific date of recovery from the illness or injury to the extent the employee can be returned to full time work. Such dates may be adjusted based upon accelerated rehabilitation or recovery or a prolonged period of rehabilitation due to aggravated circumstances.

c. The duration of the light or modified duty assignments shall be determined on a case-by-case basis. The City maintains complete and sole discretion to determine the length of any light or modified duty assignment. Generally, light duty assignments for non-job related injuries would be limited to two (2) to four (4) weeks.

d. The City is under no obligation to create or manufacture a position in order to provide light duty or modified duty assignments to any employee.

e. The City's decision regarding all light duty or modified duty assignments shall be final and binding and not subject to the grievance procedure.

28:05 Bereavement Leave

Employees holding regular appointments shall be granted Bereavement Leave to plan for or attend a funeral or memorial service for the first and second degree of consanguinity on the following basis:

If the services are within three hundred (300) miles of the City of Turlock:

Spouse -	not to exceed (6) six working days
Mother/Father -	not to exceed (4) four working days
Son/Daughter -	not to exceed (5) five working days
Grandmother/Grandfather -	not to exceed (4) four working days
Granddaughter/Grandson -	not to exceed (4) four working days
Sister/Brother -	not to exceed (4) four working days

If the service is more than three hundred (300) miles from the City of Turlock:

Spouse -	not to exceed (6) six working days
Mother/Father -	not to exceed (6) six working days
Son/Daughter -	not to exceed (8) eight working days
Grandmother/Grandfather -	not to exceed (6) six working days
Granddaughter/Grandson -	not to exceed (6) six working days
Sister/Brother -	not to exceed (6) six working days

28:06 Special Leave

Special leaves of absence with or without pay may be approved by the City Manager for up to six (6) months. Such leaves will require the exhaustion of accrued time, including sick leave to the extent that the leave is due to illness or injury.

29:00 INTENTIONALLY LEFT BLANK

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31:00 INTENTIONALLY LEFT BLANK

32:00 INTENTIONALLY LEFT BLANK

33:00 INTENTIONALLY LEFT BLANK

34:00 DRUG FREE WORK PLACE POLICY

The City has adopted a Drug Free Work Place Policy, which all employees must follow.

35:00 NONDISCRIMINATION

It is City Policy that there shall be no unlawful discrimination against any employee for any of the following reasons: race, religion, color, creed, physical or mental disability or medical condition, marital status, national origin, sex, age, political affiliation or belief or sexual orientation.

36:00 INTENTIONALLY LEFT BLANK

37:00 PARITY PROVISION

Should the Employer grant any other bargaining group within the City wage and/or benefit enhancements, or seek fewer concessions from any other bargaining group during the term of this side letter agreement, the Union shall have the right to receive comparable enhancements or relief from the concessions contained in this agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding at Turlock, California, on the dates set forth below.

NEGOTIATING TEAM MEMBERS – TMAPS

Ronald Reid, President	Date Signed
Allison Van Guilder, Vice President	Date Signed

CITY OF TURLOCK

Roy W. Wasden, City Manager	Date Signed
Sarah Eddy, Human Resources Manager	Date Signed

APPROVED AS TO FORM

Phaedra Norton, City Attorney	Date Signed

SALARY SCHEDULE

EFFECTIVE NOVEMBER 1, 2012

Sworn

Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	34.1	7,684.00	8,068.00	8,471.00	8,894.00	9,339.00
Fire Division Chief	34.1	7,684.00	8,068.00	8,471.00	8,894.00	9,339.00
Fire Marshal	34.1	7,684.00	8,068.00	8,471.00	8,894.00	9,339.00
Police Captain	36.1	8,471.00	8,894.00	9,339.00	9,807.00	10,297.00

Non-Sworn

Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Parks, Recreation & Public Facilities Manager	34.1	7,684.00	8,068.00	8,471.00	8,894.00	9,339.00

All Salaries shown in US dollars per month.

California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone · (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

Rick Santos, CFA, ASA, MAAA
Senior Pension Actuary, CalPERS

APR 12 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2013-019 AND ADOPTING A SCHEDULE OF BENEFITS FOR CONFIDENTIAL EMPLOYEES OF THE CITY OF TURLOCK COVERING THE COVERING THE PERIOD NOVEMBER 1, 2013 THROUGH OCTOBER 31, 2014	**RESOLUTION NO. 2013-**

WHEREAS, staff and employees of the Confidential group met and agreed upon the terms of the Schedule of Benefits as outlined in the attached (see Exhibit D); and

WHEREAS, the unrepresented confidential employees have agreed to partner with the City of Turlock by making their individual and collective contribution toward improving the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2013-019 and adopt the attached Schedule of Benefits covering the period November 1, 2013 through October 31, 2014.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

EXHIBIT D

SCHEDULE OF

BENEFIT PLANS AND POLICIES

BETWEEN

THE CITY OF TURLOCK

AND

CONFIDENTIAL EMPLOYEES

NOVEMBER 1, 2013 – OCTOBER 31, 2014

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ATTACHMENT A: PERS VALUATION

The term of this Schedule of Benefits is November 1, 2013 through October 31, 2014.

1:00 SALARIES/SPECIAL PAYS

The City of Turlock does not participate in Social Security, although employees hired after April 1, 1986 participate in Medicare.

1:01 COST OF LIVING: NONE

1:02 CONFIDENTIAL PAY: 5%

1:03 BILINGUAL INCENTIVE PAY

a) The City agrees to pay a premium of two and one-half percent (2.5%) of base pay to employees with bilingual skills in positions the City has determined the use of bilingual skills are necessary or desired to serve the Turlock community. Currently stipends are offered for Spanish and Portuguese. Additional languages may be offered at the discretion of the City Manager.

b) Bilingual assignments shall be recommended by the Service Area Director and approved by the City Manager. In order to receive bilingual assignments, the employee must undergo and pass testing to be certified as bilingual. In addition the individual must have provided needed translation on a routine basis.

c) The Service Area Director with the approval of the City Manager shall have the authority to terminate bilingual assignments when either 1) the need no longer exists or 2) the number of employees who certified as bilingual is more than is needed for any department.

d) Employees who possess bilingual skills agree to continue rendering needed interpretation services whether or not they receive bilingual pay. Use of bilingual skills that are incidental to primary job assignments will not warrant bilingual pay.

e) Individuals not selected to earn bilingual pay may submit documented translation service records covering a period of time not less than three (3) months to request a verbal bilingual certification exam and bilingual pay. Such request will be evaluated on the service operation needs of the effected department. The final decision regarding any department's need for a translator is made by the City Manager. The City Manager's decision is final and binding and not subject to the grievance procedure.

f) Bilingual pay is not available to employees while they are serving their initial twelve (12) month probation period.

1:04 ASSOCIATE DEGREE INCENTIVE PAY

Employees who possess an Associate's Degree from an accredited college or university shall receive an additional $50.00 per month, as long as the degree or its equivalent is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Associate Degree Incentive Pay in conjunction with the Bachelor Degree Incentive Pay or vice versa.

1:05 BACHELOR DEGREE INCENTIVE PAY

Employees who possess a Bachelor's Degree from an accredited college or university shall receive an additional $100.00 per month, as long as possession of, or equivalency to the degree is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Bachelor's Degree Incentive Pay in conjunction with the Associate Degree Incentive Pay or vice versa.

1:06 OUT OF CLASS PAY

The City agrees that upon specific written assignment by the Service Area Director or City Manager an employee may be required to assume the duties, responsibilities, authority and accountability of a higher classification.

a) Employees assigned to perform the duties of a higher classification for an extended period shall be compensated at the base rate of the higher classification if the rate is higher than that to which the employee is regularly assigned. The compensation amount received by the "acting" employee shall not exceed an additional five percent (5%) over their regular salary.

b) An employee seeking additional training in another class may waive his/her right to work-out-of-class pay in order to pursue desired training.

1:07 PROFESSIONAL DEVELOPMENT PROGRAM

Each July 1st, employees are eligible to receive Professional Development funds as follows:

a) With proof provided to City, Employee may be reimbursed up to $500 for:

1) taking college courses; and/or

2) attending seminars; and/or

3) attending non-covered job-related conferences; and/or

4) purchasing job-related subscriptions or books; and/or

5) purchasing personal computer hardware/software.

b) Confidential employees may cash out this annual allowance at the end of each fiscal year at $100 less than the established annual allowance ($400). This check will be available on June 5th.

Employees are eligible after they have passed a one (1) year probation period. This program was implemented March 1, 2006 for FY 2005-06.

2:00 DEFERRED COMPENSATION

a) A one-time choice to participate in the City's 401 deferred compensation program must be made at date of hire or date of designation as "Confidential" status. The City agrees to match the employee's contribution to the City's 401 deferred compensation program as follows:

Employer contribution: One-half percent (½%) of base salary for each pay period, provided that the employee contributes this percentage.

b) Employee contributions to the City's 401 deferred compensation program are as follows:

Employee contribution: Three and one-half percent (3½%). A change in employee contributions requires a unanimous vote.

3:00 RETIREMENT

Employees participate in the public employees Retirement Systems (PERS) 2.7% at 55 for full and modified formula for all active local miscellaneous members only.

The employee will pay the employee's 8% PERS contribution.

In addition, the employee will pay 1% of the Employers PERS contribution designated as normal cost (NC) and attributable to the amendment to the PERS contract dated January 1, 2008 on the attached valuation dated April 6, 2011. (See Attachment A). The total 9% PERS contribution shall be deducted as a pretax employee pension expense.

1. Retirement benefits will be based on the highest one-year of service. Conversion of sick leave accrual towards service credit will be allowed in lieu of sick leave cash out provisions.

2. The PERS 1959 Survivor Benefit is covered at level three (3).

3. The City agrees to amend the contract with CalPERS to provide the employee option to purchase Military Service Credits.

Employees are covered by the Level 3 PERS Survivor Benefit.

Effective January 1, 2013, all new employees, as defined by AB 340, will participate in the Public Employees Retirement System (PERS) 2% @ 62 defined benefit formula. New employees shall have an initial contribution rate of at least fifty percent (50%) of the total normal cost rate for the defined benefit plan or the current contribution rate of similarly situated employees, which is currently a 9% PERS contribution, whichever is greater. All employees shall be subject to the mandatory provisions of AB 340.

4:00 MEDICAL PLAN

a) Health Benefits

The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependents through a self-funded plan or a stand-alone insurance plan.

The City agrees to pay the monthly premium for each employee-family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for a City sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Agreement effective 7/1/07.

The City reserves the right to provide health benefits through a self-funded plan or stand-alone insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:

1) The plan imposes exorbitant costs upon the City.
2) The health care carrier refuses to provide services to the City.
3) The health care provider no longer offers the services; or
4) The health plan is discontinued.

If the City discontinues the use of the current provider network, they will seek an alternate provider network with a similar range of services and contracted providers.

b) Deferred Compensation In-Lieu Program

Employees who are covered by an alternate health insurance provider

through spousal coverage, acceptable to the City, shall have the option to participate in the City's deferred compensation in-lieu program as established and administered by the City during the open enrollment period.

The City agrees to pay fifty percent (50%) of the cost of the above-referenced health insurance monthly premium toward the employee's deferred compensation account provided the following criteria are met:

- Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.
- Election to receive in-lieu contribution can only occur during open enrollment period each June.
- Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse. Employees who wish to re-enroll in the City's health plan may do so under the following conditions:

1) loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation, or

2) during regular open enrollment period.

c) Re-enrollment

Employees who wish to re-enroll in the City's health plan may do so under the following conditions:

1) loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation, or

2) during regular open enrollment period.

Employees will not receive deferred compensation payments during the waiting period.

5:00 RETIREE HEALTH

Definition: Retiree Health consists of health, dental and vision insurance coverage.

The City offers retirees City sponsored health, dental and vision coverage plans. Premium payments will be the responsibility of the retired employee. Retirees must make their election to continue City sponsored medical/dental/vision within thirty (30) days of the date of retirement.

Premiums may be adjusted at the beginning of each plan year.

a) City Contribution to Retiree Health Fund

The City contributes two and one-half percent (2½%) of base salary of members of the bargaining unit to the retiree health fund. On July 1, 2011, the City and Confidential group agreed that the City would terminate contributions to the Retiree Health Fund. The City and Confidential group further agreed that the contribution of two and one-half percent (2½%) that the City previously contributed to the Retiree Health Fund would, instead, be made to each employee's Vantage Care Retiree Health Savings Plan. The total contribution by the City to the employee's Vantage Care Retiree Health Savings Plan will be two and one-half percent (2½%).

b) Retiree Health Plan

Retirees will receive a 15 day notice of premium rate changes.

Requirements

1) Ten (10) years of service as a confidential employee with the City of Turlock.
2) Must retire from City of Turlock.
3) Employees may retain City offered insurance until age sixty-five (65) or Medicare eligibility or can secure alternate insurance coverage as an individual or become eligible to participate in another group plan in the role of an employee; whichever comes first. If a retiree elects to leave City insurance, he/she cannot re-enroll in City-sponsored plans.
4) Benefits under this program are not transferable.
5) Retiree must be fifty (50) years of age to participate in the program. They are eligible to continue with this program until they: 1) reach age sixty-five (65); 2) become eligible for Medicare; or become eligible to participate in another group plan in the role of an employee; whichever comes first.

c) Vantage Care Retiree Health Care Plan

The City will make an employer contribution of one-half (½%) of base salary of members of the bargaining unit to each employee's Vantage Care Retiree Health Savings Plan. (See Attachment A)

On November 1 of each year, employees having at least four (4) years of continuous employment with the City will convert ten (10) hours of earned,

unused sick leave during the previous twelve (12) month period to the Vantage Care plan. (See Attachment A)

6:00 LONG TERM DISABILITY

Long Term Disability insurance will be provided to all full time employees at no cost. Employees will be first eligible for coverage after completing one (1) year of employment with the City. The waiting period for benefits shall be sixty (60) days.

The long term disability benefit pays sixty-six and two-thirds percent (66⅔%) of monthly salary, not to exceed $5,000 per month. Employees may augment the long term disability monthly benefit with accrued leave not to exceed their current monthly base salary. (The City of Turlock does not participate in State Disability Insurance.)

7:00 TERM LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1½) times the annual base salary, plus $5,000, not to exceed $500,000.

8:00 ALTERNATIVE WORK SCHEDULES

Members may request alternative work schedules such as 9/80 or 4/10 but granting such request is at the discretion of the department head.

9:00 VACATION/COMPENSATORY TIME

a) Method of Accrual

The vacation accrual shall be as follows:

Years Completed	Hours Per Month	Days
0	6.67	10
3	10.00	15
5	10.67	16
6	11.33	17
7	12.00	18
8	12.67	19
10	13.33	20
15	14.00	21
20	14.67	22

"Vacation Days" for purpose of vacation eligibility means eight (8) working hours. Employees reaching their twentieth anniversary working for the City

of Turlock and subsequent five (5) year anniversary increments thereafter, will receive five (5) additional vacation days on that special anniversary. Such hours will not be subject to the maximum vacation accrual, if used within six (6) months.

b) Maximum Vacation Accumulation

Years of Service	Maximum Accumulation
1-7 Years	350 hours
8+ Years	380 hours

The maximum accumulation was allowed to be exceeded during the term of the previous Schedule of Benefits, July 16, 2011 through July 15, 2012; however, by December 31, 2012, all employees must be at or below the maximum accumulation of 350 for 1-7 years of service and 380 for 8 + years of service.

A manual override of vacation accrual limitation will be permitted when an employee's approved vacation of forty hours (40) or more was canceled by the City.

Employees will provide a written request for vacation at least two (2) weeks in advance and the City shall respond in writing within five (5) working days after the request is submitted. Once granted, vacations can be canceled only in case of emergency.

c) Required Annual Vacation Usage

All employees shall be required to use at least a forty (40) hour consecutive block of vacation time each fiscal year. Employees with more than ten (10) years of service shall be required to use eighty (80) hours of vacation, including the aforementioned forty (40) hour block usage each fiscal year. Probationary employees, during their initial probationary period, shall be exempt from this provision.

d) Sell Back

No later than June 20 of each year, an employee has the option to return up to forty (40) hours of accumulated vacation time to the City for its then current value, based on the employee's monthly base salary, provided said employee has at least sixty (60) vacation hours earned at the time he/she chooses to return it to the City.

e) Donating Time

The City agrees to allow employees to donate their vacation and/or sick

leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments.

Employees who donate sick leave must do so at a conversion rate of 2 to 1; (i.e., four (4) hours credited for every eight (8) hours of sick leave donated – such donations will not count towards utilization of sick leave sell-back in December). A maximum of eight (8) hours sick leave may be donated.

f) Compensatory Time

Members are granted sixteen (16) hours of compensatory time as follows:

1) Beginning July 1, 2006 and every July 1 thereafter, sixteen (16) hours of compensatory time for each employee shall be placed into an account.

2) The compensatory time must be used within the fiscal year and does not accumulate on a year-to-year basis.

3) An employee who leaves City employment with unused hours in the account shall be paid for the unused hours.

10:00 SICK LEAVE

Employees shall accrue paid sick leave beginning with the date of original employment at the rate of eight (8) hours for each month of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Sick leave shall be considered a benefit, which an employee may use for actual sickness or disability.

An employee, unless incapacitated, absent because of illness or injury shall notify their supervisor prior to the time set for beginning the work shift. If an employee is absent for more than three (3) consecutive days due to illness, the employee is required to provide a doctor's certificate to the departmental supervisor indicating that employee was medically excused from work (including a date to return to work).

The Department Director may require a doctor's excuse, with prior notice, for absences of less than three (3) consecutive days when employees have exhibited excessive use of sick leave when compared to other departmental employees or have exhibited a pattern of sick leave abuse (e.g. Fridays or Mondays).

a) Family Illness

Employees may use a maximum of six (6) days of sick leave per calendar year to care for members of the employee's immediate family.

Employees may use a maximum of eight (8) days or sixty-four (64) hours of sick leave per calendar year to care for members of their immediate family who suffer from catastrophic illness which requires the employee's care. The City Manager or designee has the sole authority to make the decision when an employee may utilize this benefit.

b) Immediate Family

Immediate family is defined as: spouse; father/mother; son/daughter; mother-in-law/father-in-law; step relations and adopted children.

c) Unused Sick Leave

On November 1 of each year, employees having at least four (4) years continuous employment with the City may, at the option of the employee, be paid for fifty percent (50%) of his unused accrued sick leave from the previous twelve (12) month period. The remaining fifty percent (50%) of unused sick leave shall be retained in the employee's current accumulated total of unused sick leave. If an employee resigns after four (4) years, retires or dies while in City service. Employees terminated for cause shall not be eligible for any sick leave payments.

d) Conversion of Sick Leave Towards Retiree Health Premiums

Employees retiring from City service may convert sick leave at a rate of fifty percent (50%) of its value based upon the base rate of pay at the time of retirement toward payment of medical insurance.

11:00 HOLIDAYS

Employees shall have the following City-paid holidays:

a) Veteran's Day (November 11)

b) Thanksgiving Day

c) Day after Thanksgiving

d) Christmas Day (December 25)

e) New Year's Day (January 1)

f) Martin Luther King Day (Third Monday in January)

g) President's Day (Third Monday in February)

h) Memorial Day (Last Monday in May)

i) Independence Day (July 4)

j) Labor Day (First Monday in September)

k) Effective 7/1/03 the City agrees to change Columbus Day to a floating holiday for which eight (8) hours of vacation time will be added each July 1st. The accrual of these hours shall not affect the vacation cap.

l) Floating Holidays – On July 1 of each year, sixteen (16) hours will be added to the vacation allowance of each employee. In the event that an employee leaves City service prior to the end of a fiscal year, a pro-rata deduction will be made from any final compensation due the employee.

m) Day before or after Christmas or New Year's Day – Employees may schedule this holiday as arranged with their supervisor to insure balanced staffing levels.

n) In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

o) In the event the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

p) Any day of mourning or holiday declared by the Governor or President- In such cases, the time observed will be one-time events, not on-going holidays or days of mourning to be observed in subsequent years. The time specified in the declaration will cause the closing of City offices or an equal amount of hours to be added to vacation time on the books. Employees will be allowed to utilize holiday time under the above-listed provision only if employees of the State of California and/or the Federal Government are not required to work on the "day of mourning" or "holiday declared by the Governor or President."

q) In exchange for the employee concessions for fiscal year 2012/13, employees will receive 56 hours of in lieu time off. ~~For all non-essential classifications,~~ All employees whose presence can be excused for a short duration of time and not adversely affect public safety or the operations of the city, as determined by the Department Director, the 56 hours of in lieu time must be taken as follows:

~~November 19th, 20th, and 21st 2012~~
November 25, 26 and 27
~~December 24th, 26th, 27th, 28th 2012~~
December 24, 26, 27 and 30

The holiday designated as the day before or after Christmas or New Years Day shall be taken by all bargaining unit employees on December 31st. Employees will use 8 hours of their own leave time on December 23. The City will resume regular operations on January 2, 2014.

For all employees who cannot be excused for a short period of time

because it would adversely affect public safety or the operations of the City, as determined by the Department Director, the 56 hours in lieu will be credited as follows: 24 hours viewable on the Employee Portal on December 5th and credited as such and 32 hours viewable on the Employee Portal on December 31st and credited as such to be taken before December 31, 2014, with the Department Director approval. The "lieu holiday" is "use or lose" with no cash value prior to December 31, 2014.

~~For all essential classifications as determined by the Department Director, the 56 hours will be credited as follows: 24 hours on November 19th and 32 hours on December 24th to be taken before October 31, 2013, with the Department Director approval. In lieu time is "use or lose" with no cash value. Employees will use December 31 as their floater holiday.~~

12:00 LEAVE OF ABSENCE

Special leaves of absence with or without pay, may be approved by the City Manager for up to six months. Such leaves will require the exhaustion of accrued time, including sick leave to the extent that the leave is due to illness or injury.

a) Jury Duty

The City shall pay employees their regular base pay when called to jury duty until they are dismissed by the court. Upon court dismissal, the employee shall return to work if there are at least two (2) hours remaining in his or her workday. A shift employee will receive equivalent time off with pay when actually serving on jury duty on a day scheduled for shift work. Any payment, except travel pay, received by the employee from the court shall be deposited with the City.

b) Injury Leave – Work Related

Any employee incurring a work-related injury or disability shall be entitled to injury leave to the extent provided by the State Workers Compensation Insurance Act. The first twenty-four (24) hours of leave due to an on-the-job injury, in each twelve (12) month period, will not be charged to accrued time.

c) Bereavement Leave

Employees holding regular appointments in all departments shall be granted Bereavement Leave for the first and second degree of consanguinity based upon the location of the burial of memorial services and the relationship of the deceased to the employee.

If the services are within three hundred (300) miles of the City of Turlock:

Spouse	not to exceed (6) six working days
Mother/Father	not to exceed (4) four working days
Son/Daughter	not to exceed (5) five working days
Grandmother/Grandfather	not to exceed (4) four working days
Granddaughter/Grandson	not to exceed (4) four working days
Sister/Brother	not to exceed (4) four working days

If the service is more than three hundred (300) miles from the City of Turlock:

Spouse	not to exceed (6) six working days
Mother/Father	not to exceed (6) six working days
Son/Daughter	not to exceed (8) eight working days
Grandmother/Grandfather	not to exceed (6) six working days
Granddaughter/Grandson	not to exceed (6) six working days
Sister/Brother	not to exceed (6) six working days

d) Light Duty Assignments

On occasion employees might incur an injury or illness that precludes them from performing their regular duties. Moreover, such instances may impose a financial hardship upon the employees and/or a hardship upon a department because of reduced personnel resources. Consequently, it will be the policy of the City to consider and evaluate light or modified duty requests on a case-by-case basis and that such assignments shall not be limited to any department or Service Area.

Evaluating criteria - No light or modified duty assignment shall be approved by the City unless the following criteria exists:

1) Endorsement for assignments must be obtained from the employee's physician in the case of non-job-related injury or illness indicating the ability of the individual to perform the duties assigned by the City. In cases of a job related illness or injury the City shall designate a physician to examine the employee and determine if he/she is capable of working a light or modified duty assignment.

2) A statement from the physician must estimate a specific date of recovery from the illness or injury to the extent the employee can be returned to full time work. Such dates may be adjusted based upon accelerated rehabilitation or recovery or a prolonged period of rehabilitation due to aggravated circumstances.

3) The duration of the light or modified duty assignments shall be determined on a case-by-case basis. The City maintains complete

and sole discretion to determine the length of any light or modified duty assignment. Generally, light duty assignments for non-job related injuries would be limited to two (2) to four (4) weeks.

4) The City is under no obligation to create or manufacture a position in order to provide light duty or modified duty assignments to any employee.

5) The City's decision regarding all light duty or modified duty assignments shall be final and binding and not subject to the grievance procedure.

e) **Disability Retirement**

Nothing in this section shall prevent the City, upon receipt of proper medical certification, from placing an employee on work-related or other disability retirement and paying such employee for all accrued and unused vacation and sick leave in a lump sum, pursuant to conversion policies.

13:00 COMPUTER LOAN PROGRAM

The City agrees to offer regular employees the opportunity for a no-interest loan up to $2,500 for the purchase of a personal computer. A two (2) year payback, guaranteed through payroll deduction is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to termination. Employees are not limited to one use of the computer loan program, and have the ability to re-apply after five (5) years from the beginning of the initial loan.

14:00 MEDICAL EXAMINATION

a) **When Required** - The City Manager may require, upon cause, an employee to have a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical, mental or emotional condition as any such condition relates to employment by the City.

b) **Costs** - Fees for the examination and for the service of medical specialists or technicians, if required by the City, shall be paid by the City. The employee may provide medical or other evidence to the examining physician or to the City. The examining physician shall make a written report of the examination to the City.

c) **Physician's Report** - The City Manager shall provide a copy of the

physician's written report to the employee.

d) **Termination -** When the City Manager, after considering the conclusions of the medical examination provided for by this section or medical reports from the employee's physician, and other pertinent information, concludes that the employee is unable to perform the work of his or her present position, or any other position in the City, and cannot be reasonably accommodated as defined in the Americans with Disabilities Act which became effective July 26, 1992, and the employee is not eligible or waives the right to retire for disability and elects to withdraw his or her retirement contributions or to permit his or her contributions to remain in the retirement fund with rights to service retirement, the City Manager may terminate the employment of the employee.

15:00 DRUG FREE WORK PLACE POLICY

The City has adopted a Drug Free Work Place Policy which all employees must follow.

16:00 PERSONNEL RULES

The parties agree that issues concerning the administration of wages and benefits which are not specifically referenced herein are covered through language contained in and agreed upon the PERSONNEL RESOLUTION adopted 6/11/02 or as outlined in the PERSONNEL ORDINANCE.

17:00 DISCRIMINATION

It is City Policy that there shall be no unlawful discrimination against any employee for any of the following reasons: race, religion, color, creed, physical or mental disability or medical condition, marital status, national origin, sex, age, political affiliation or belief or sexual orientation.

NEGOTIATING TEAM MEMBERS – CONFIDENTIAL

Stacey Tonarelli	Date Signed
Audrey Cray	Date Signed

CITY OF TURLOCK

Roy W. Wasden, City Manager	Date Signed

Sarah Eddy, Human Resources Manager

Date Signed

APPROVED AS TO FORM

Phaedra A. Norton, City Attorney

Date Signed

California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone · (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

Rick Santos, CFA, ASA, MAAA
Senior Pension Actuary, CalPERS

APR 12 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2013-020 AND ADOPTING A SCHEDULE OF BENEFITS FOR MANAGEMENT EMPLOYEES OF THE CITY OF TURLOCK COVERING THE COVERING THE PERIOD NOVEMBER 1, 2013 THROUGH OCTOBER 31, 2014	}	**RESOLUTION NO. 2013-**

WHEREAS, staff and employees of the Management group met and agreed upon the terms of the Schedule of Benefits as outlined in the attached (see Exhibit E); and

WHEREAS, the unrepresented management employees have agreed to partner with the City of Turlock by making their individual and collective contribution toward improving the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2013-020 and adopt the attached Schedule of Benefits covering the period November 1, 2013 through October 31, 2014.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

EXHIBIT E

SCHEDULE

OF

BENEFIT PLANS AND POLICIES

BETWEEN

THE CITY OF TURLOCK

AND

MANAGEMENT EMPLOYEES

NOVEMBER 1, 2013 – OCTOBER 31, 2014

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ATTACHMENT A : PERS VALUATION

1:00 SALARIES

The City of Turlock does not participate in Social Security, although employees hired after April 1, 1986 participate in Medicare.

1:01 Cost of Living

Employees will receive no Cost of Living Allowance (COLA) for the period November 1, 2013 through October 31, 2014.

1:02 Professional Development

Each July 1st, employees are eligible to receive Professional Development funds as follows:

Directors - $700 per fiscal year
Managers - $600 per fiscal year

This amount is to be used during the fiscal year. Employees must have worked a minimum of six (6) months during the fiscal year in order to be eligible for the Professional Development Program. Employees have two options for this benefit:

1. Educational

    a. College courses

    b. Seminars

    c. Non-covered job related conferences/subscriptions/books

    d. Computer hardware/software

2. Sellback

    ~~a.~~ Managers may cash out this annual allowance at the end of each fiscal year. The amount of the cashable allowance will be $100 less than the established annual allowance.

    This check will be payable on June 5th.

1.03 Out of Class Pay

The City agrees that upon specific written assignment by the Service Area Director or City Manager an employee may be required to assume the duties,

responsibilities, authority and accountability of a higher classification.

1. Employees assigned to perform the duties of a higher classification for an extended period shall be compensated at the base rate of the higher classification if the rate is higher than that to which the employee is regularly assigned. The compensation amount received by the "acting" employee shall not exceed an additional five percent (5%) over their regular salary.

2. An employee seeking additional training in another class may waive his/her right to work-out-of-class pay in order to pursue desired training

2:00 DEFERRED COMPENSATION

A one-time choice to participate in the City's 401 deferred compensation program must be made at date of hire or date of promotion. The City agrees to match the employee's contribution to the City's 401 deferred compensation program as follows:

Directors: Employer contribution: Three and one-half percent (3½%) of base salary for each pay period, provided that the employee contributes this percentage.

Managers: Employer contribution: Two and one-half percent (2½%) of base salary for each pay period, provided that the employee contributes this percentage.

Employee contributions to the City's 401 deferred compensation program are as follows:

Directors: Employee contribution: Seven percent (7%), effective 8/16/05. A change in employee contributions requires a unanimous vote.

Managers: Employee contribution: Six percent (6%), effective 10/00. A change in employee contributions not to exceed one percent (1%) requires a two-thirds (2/3) vote. Increases greater than one percent (1%) require a unanimous vote.

3:00 RETIREMENT

Employees covered by this agreement participate in the public employees Retirement Systems (PERS) 2.7% at 55 for full and modified formula for all active local miscellaneous members only. The City pays the employee's 8% PERS contribution as well as the Employer's contribution.

During the term of this Schedule of Benefits, the employee will pay the employee's 8% PERS contribution.

In addition, the employee will pay 1% of the Employers PERS contribution designated as normal cost (NC) and attributable to the amendment to the PERS contract dated January 1, 2008 on the attached valuation table Exhibit A dated April 6, 2011. (See Attachment A). The total 9% PERS contribution shall be deducted as a pretax employee pension expense.

1. Retirement benefits will be based on the highest one-year of service. Conversion of sick leave accrual towards service credit will be allowed in lieu of sick leave cash out provisions.

2. The PERS 1959 Survivor Benefit is covered at level three (3).

3. The City agrees to amend the contract with CalPERS to provide the employee option to purchase Military Service Credits.

New employees, as defined by AB 340, hired on or after January 1, 2013, will participate in the Public Employee Retirement System (PERS) 2% at 62 defined benefit formula. New employees shall pay fifty percent (50%) of the total annual normal cost of pension benefits or nine percent (9%), whichever is greater. All employees shall be subject to the other provisions of AB 340.

4:00 MEDICAL PLAN

4:01 Health Benefits

1. The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependants through a self-funded plan or a fully funded insurance plan. The City agrees to pay a maximum benefit per month for each employee-family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City sponsored EPO medical/ dental/prescription/vision insurance plans during the term of this Resolution, effective 7/1/07.

2. The maximum City paid benefit per month for the plan year will be equal to the Turlock City Employees Association (TCEA) bargaining unit.

3. The City reserves the right to provide health benefits through a self-funded plan or fully funded insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:

    a. The plan imposes exorbitant costs upon the City.

b. The health care carrier refuses to provide services to the City.

c. The health care provider no longer offers the services; or

d. The health plan is discontinued.

4. If the City discontinues use of any of the listed health care providers they will provide a health care provider with similar services.

5. The City agrees to pay fifty percent (50%) of the cost of the above-referenced health insurance monthly premium toward the employee's deferred compensation account provided the following criteria are met:

- Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.

- Election to receive in-lieu contribution can only occur during open enrollment period each June.

- Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse. Employees who wish to re-enroll in the City's health plan may do so under the following conditions:

  a. loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation; or

  b. during regular open enrollment period.

6. The parties agree to the modification of the health care plan as recommended by the bargaining representatives set forth in Attachment E.

5:00 RETIREE HEALTH

5:01 Retiree Health - Definition

Retiree Health consists of health, dental, and vision insurance coverage.

The City offers retirees the same health, dental and vision coverage available to current employees. Premium payments will be the responsibility of the retired

employee. Election to continue City sponsored medical/dental/vision coverage must be determined within thirty (30) days of the date of retirement. Premiums will be based on actuarial surveys.

Premiums may be adjusted at the beginning of each plan year.

5:02 Retiree Health - Funding

~~The City contributes two and one-half percent (2½%) of base salary of members of the bargaining units to the retiree health fund. On July 1, 2011, the City and Management agreed that the City would terminate contributions to the Retiree Health Fund as a pool.~~ **REMOVED BY DIANA LEWIS**
The City and Association agree that the contribution of two and one-half percent (2½%) the City previously contributed to the Retiree Health Fund will, instead, be made to each employee's individual Retiree Health Savings (RHS) Vantage Care Plan.

5:03 Retiree Health - Eligibility

You must have a minimum of ten (10) years of service as a management employee with the City of Turlock. Retirees must elect to continue with the City's plan within thirty (30) days of retirement. Thereafter, retirees are ineligible to participate in the City's plan.

1. Benefits under this program are not transferable.

2. Retiree must be fifty (50) years of age to participate in the program.

Retirees are eligible to continue with this program until they: 1) reach age sixty-five (65); 2) become eligible for Medicare; or 3) become eligible to participate in another group plan in the role of an employee; whichever comes first.

Retirees will receive a fifteen (15) day notification of rate changes.

6:00 LONG TERM DISABILITY

Long Term Disability insurance will be provided to all full time employees at no cost. Employees will be first eligible for coverage on the first day of the month after completing thirty (30) days of continuous employment with the City. The waiting (or elimination) period for benefits shall be sixty (60) consecutive days. The long-term disability benefit pays sixty-six and two-thirds percent (66⅔%) of monthly salary, not to exceed $10,000 per month. Employees may augment the long-term disability monthly benefit with accrued leave not to exceed their current monthly salary. (The City of Turlock does not participate in State Disability

Insurance.)

7:00 TERM LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1½) times the annual salary, plus $5,000 not to exceed $500,000.

8:00 RETIREE HEALTH SAVING (RHS) VANTAGE CARE PLAN

Effective 10/1/00, the City will make an employer contribution of one-half (½%) of base salary of members of the bargaining unit to each employee's Retiree Health Savings Vantage Care Plan. Effective July 1, 2011, the two and one-half percent (2½%) that the City previously contributed to the Retiree Health Fund is now being contributed to each employee's Retiree Health Saving Vantage Care Plan, making the total contribution three percent (3%).

Every June 30th, after vacation sell-back, employees who have a vacation balance of one hundred (100) hours or greater, will convert ten (10) hours of vacation time at base salary rate to their Retiree Health Saving Vantage Care Plan. This amount will be converted during the July 20th payroll.

At retirement, employees who have three hundred and fifty (350) or more hours of vacation will convert one hundred percent (100%) of accrued vacation hours to their Vantage Care Retirement Health Savings Plan account.

At Retirement employees will convert all accrued Sick Leave as a contribution to Vantage Care at a conversion rate of fifty percent (50%) after their PERS Service Credit conversion.

9:00 VACATION

9:01 Method of Accrual

The vacation accrual for Directors shall be as follows:

Years Completed	Hours Per Month
0	10
5	10.67
6	11.33
7	12
8	12.67
10	13.33
15	14

20	14.67

The vacation accrual for Managers shall be as follows:

Years Completed	Hours Per Month
0	6.67
2	10
5	10.67
6	11.33
7	12
8	12.67
10	13.33
15	14
20	14.67

"Vacation Days" for purpose of vacation eligibility means eight (8) working hours. Employees reaching their twentieth anniversary working for the City of Turlock and subsequent five (5) year anniversary increments thereafter, will receive five (5) additional vacation days on that special anniversary.

9:02 Maximum Vacation Accrued

Maximum accumulation is four hundred (400) hours.

REMOVED BY DIANA LEWIS
~~**The maximum accrued vacationwas allowed to be exceeded during the previous Schedule of Benefits; however, by December 31, 2012, all employees must be at or below the maximum accrual of 400 hours.**~~

9:03 Required Annual Vacation Usage

All employees shall be required to use at least a forty (40) hour consecutive block of vacation time each fiscal year.

9:04 Sell Back

On June 20th of each year, an employee has the option to return up to 40 hours of accumulated vacation time to the City for its then current value, based on the employee's base monthly salary, provided said employee has at least sixty (60) vacation hours earned at the time he/she chooses to return it to the City.

After vacation sell back, if the employee's vacation balance is one hundred (100) hours or greater, it is mandatory that the employee will convert ten (10) hours of vacation time to the Retiree Health Saving Vantage Care Plan. This amount will be converted during the July 20th payroll.

9:05 Donating Time

The City agrees to allow employees to donate their vacation and/or sick leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments.

Employees who donate sick leave must do so at a conversion rate of 2 to 1; (i.e., four (4) hours credited for every eight (8) hours of sick leave donated – such donations will not count towards utilization of sick leave sell-back in December). A maximum of eight (8) hours sick leave may be donated.

10:00 SICK LEAVE

Employees shall be granted paid sick leave credits beginning with the date of original employment at the rate of eight (8) hours for each month of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Sick leave shall be considered as a benefit, which an employee may use for actual sickness or disability.

10:01 Family Illness

1. Employees may use a maximum of six (6) days of sick leave per calendar year to care for members of the employee's immediate family.

2. Employees may use a maximum of eight (8) days or sixty-four hours (64) of sick leave per calendar year to care for members of their immediate family who suffer from catastrophic illness which requires the employee's care. The City Manager shall have authority to make the decision when an employee may utilize this benefit.

3.

10:02 Immediate Family

Immediate family is defined as: spouse, father/mother, son/daughter, mother-in-law/father-in-law, step relations and adopted children.

10:03 Unused Sick Leave

On November 1 of each year, each employee having at least four years continuous employment with the City may, at the option of the employee, be paid for fifty percent (50%) of his unused accrued sick leave from the previous twelve (12) month period. The remaining fifty percent (50%) of unused sick leave shall be retained in the employee's current accumulated total of unused sick leave. If an employee resigns after four (4) years, retires or dies while in City service, the

employee or the employee's beneficiary shall be paid for twenty-five percent (25%) of the employee's total accumulated unused sick leave.

10:04 Conversion of Sick Leave Towards Retiree Health Savings (RHS) Vantage Care Plan

Employees retiring will convert all accrued Sick Leave as a contribution to Vantage Care at a conversion rate of fifty percent (50%) after their PERS Service Credit Conversion. Employees terminated for cause shall not be eligible for any sick leave payments.

11:00 HOLIDAYS

Employees shall have the following City-paid holidays:

1. Veteran's Day (November 11)
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Day
5. New Year's Day (January 1)
6. Martin Luther King Day (Third Monday in January)
7. President's Day
8. Memorial Day (Last Monday in May)
9. Independence Day (July 4)
10. Labor Day (First Monday in September)
11. Columbus Day - City offices will remain open on Columbus Day. Managers must use vacation or compensatory time if they would like to observe the holiday.
12. Floating Holidays – On July 1 of each year, 16 hours will be added to the vacation allowance of each employee. In the event that an employee leaves City service prior to the end of a fiscal year, a pro-rata deduction will be made from any final compensation due the employee.
13. Day before or after Christmas or New Year's Day – Employees may

schedule this holiday as arranged with their supervisor to insure balanced staffing levels.

14. In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

15. In the event the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

16. Any day of mourning or holiday declared by the Governor or President. In such cases, the time observed will be one-time events, not on-going holidays or days of mourning to be reported in subsequent years. The specified amount of time will cause the closing of City offices or an equal amount of hours will be added to vacation time on the books. Employees will be allowed to utilize holiday time under the above-listed provision only if employees of the State of California and/or the Federal Government are not required to work on the "day of mourning" or "holiday declared by the Governor or President."

17. In exchange for the employee concessions for fiscal year2013/2014, employees will receive fifty-six (56) hours of in lieu time off. ~~For~~ All ~~non-essential classifications~~ employees whose presence can be excused for a short duration of time and not adversely affect public safety or the operations of the City, as determined by the Department Director, the fifty-six (56) hours of in lieu time must be taken as follows:

    November 25, 26, and 27
    December24, 26, 27, and 30

    The holiday designated as the day before or after Christmas or New Year's Day shall be taken by all bargaining unit employees on December 31. Employees will use eight (8) hours of their own leave time on December 23. The City will resume regular operations on January 2, 2014.

    For all ~~essential classifications~~ employees who cannot be excused for a short period of time because it would adversely affect public safety or the operations of the City, as determined by the Department Director, the fifty-six (56) hours will be credited as follows: twenty-four (24) hours on December 5 and thirty-two (32) hours on December 31. Time off in lieu must be taken by December 31, 2014 and is "use or lose" with no cash value.

12:00 ATTENDANCE/LEAVES OF ABSENCE/LIGHT DUTY

12:01 Absence Without Leave

Failure on the part of an employee who is absent without leave and fails to return to duty within twenty-four (24) hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the Personnel Ordinance and this Memorandum of Understanding, except as provided below. The depositing in the United States mail of a First Class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice. The employee shall be responsible for providing the City Manager with a current address.

12:02 Reinstatement After Discharge

Any employee discharged by reason of failing to return to work, with or without having received notice to return, shall be reinstated without pay for such period of absence without leave. The employee must prove to the satisfaction of the City Manager that such absence was for legitimate reasons.

12:03 Work Related Injury

Any employee incurring a work-related injury or disability shall be entitled to injury leave to the extent provided by the State Workers Compensation Insurance Act. The first twenty-four (24) hours of leave due to an on-the-job injury, in each twelve (12) month period, will not be charged to any accrued time.

12:04 Disability Retirement

Nothing in this section shall prevent the City, upon receipt of proper medical certification, from placing an employee on work-related or other disability retirement and paying such employee all accrued and unused vacation and sick leave in a lump sum, pursuant to conversion policies.

12:05 Light Duty Assignments

1. On occasion employees might incur an injury or illness that precludes them from performing their regular duties. Moreover, such instances may impose a financial hardship upon the employees and/or a hardship upon a department because of reduced personnel resources. Consequently, it will be the policy of the City to consider and evaluate light or modified duty requests on a case-by-case basis and that such assignments shall not be limited to any department or Service Area.

2. Evaluating criteria - No light or modified duty assignment shall be

approved by the City unless the following criteria exist:

a. Endorsement for assignments must be obtained from the employee's physician in the case of non-job-related injury or illness indicating the ability of the individual to perform the duties assigned by the City. In cases of a job related illness or injury the City shall designate a physician to examine the employee and determine if he/she is capable of working a light or modified duty assignment.

b. A statement from the physician must estimate as to a specific date of recovery from the illness or injury to the extent the employee can be returned to full time work. Such dates may be adjusted based upon accelerated rehabilitation or recovery or a prolonged period of rehabilitation due to aggravated circumstances.

c. The duration of the light or modified duty assignments shall be determined on a case-by-case basis. The City maintains complete and sole discretion to determine the length of any light or modified duty assignment. Generally, light duty assignments for non-job related injuries would be limited to two (2) to four (4) weeks.

d. The City is under no obligation to create or manufacture a position in order to provide light duty or modified duty assignments to any employee.

e. The City's decision regarding all light duty or modified duty assignments shall be final and binding and not subject to the grievance procedure.

12:06 Bereavement Leave

Employees holding regular appointments in all departments shall be granted Bereavement Leave for the first and second degree of consanguinity on the following basis and in accordance with the City's Bereavement Leave Policy:

If the services are within three hundred (300) miles of the City of Turlock:

Spouse	not to exceed (6) six working days
Mother/Father	not to exceed (4) four working days
Son/Daughter	not to exceed (5) five working days
Grandmother/Grandfather	not to exceed (4) four working days
Granddaughter/Grandson	not to exceed (4) four working days
Sister/Brother	not to exceed (4) four working days

If the service is more than three hundred (300) miles from the City of Turlock:

Spouse	not to exceed (6) six working days
Mother/Father	not to exceed (6) six working days
Son/Daughter	not to exceed (8) eight working days
Grandmother/Grandfather	not to exceed (6) six working days
Granddaughter/Grandson	not to exceed (6) six working days
Sister/Brother	not to exceed (6) six working days

12:07 Special Leave

Special leaves of absence with or without pay may be approved by the City Manager for up to six (6) months. Such leaves will require the exhaustion of accrued time, including sick leave to the extent that the leave is due to illness or injury.

12:08 Jury Duty

The City shall pay employees called to jury duty until the court dismisses such employees. Upon court dismissal, the employee shall return to work if there are at least two (2) hours remaining in his or her workday. A shift employee will receive equivalent time off with pay when actually serving on jury duty on a day scheduled for shift work. Any payment, except travel pay, received by the employee shall be deposited with the City.

12:09 Management Leave

All directors and managers receive seventy-two (72) hours of management leave per fiscal year as time or cash equivalent, effective 7/1/07. Management Leave will increase as follows:

Effective 7/1/08 80 hours

Employees may select no more than two of the following options, not to exceed the maximum annual benefit:

1. Credit hours to available leave as noted on payroll check stub in the "Comp" field. The time must be used by June 30th of the fiscal year. (A minimum of 24 hours must be posted here; effective 7/1/02.)

2. Cash out up to forty (40) hours payable on August 5th.

3. Placement in deferred compensation 457 account, (to elect this option a minimum of twenty-four (24) hours must be posted to "Comp" leave field

as noted on payroll check stub, effective 7/1/02) all hours above the twenty-four (24) may be converted to your 457 account. .

~~4. Placement in retiree health account, (to elect this option, a minimum of twenty-four (24) hours must be posted to available leave as noted on payroll check stub in the "Comp" field; effective 7/1/02), all hours above the twenty-four (24) hours may be converted to your retiree health account.* .~~

THIS PARAGRAPH REMOVED BY DIANA LEWIS

~~* The value of the selected hours of credit toward a retiree health option will be accrued in an individual account for the purpose of paying for health insurance at retirement. Monies accrued to the individual account under this benefit may be used to purchase City insurance upon retirement or an alternate insurance subject to participation rules. Retirees have the option of cashing out any or all of their balance in this account at any time after retirement. Such cash outs would be subject to applicable IRS codes for tax purposes.~~

13:00 COMPUTER LOAN PROGRAM

The City agrees to offer regular employees the opportunity for a no-interest loan up to $2,500 for the purchase of a personal computer. A two (2) year payback, guaranteed through payroll deduction is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to termination. Employees are not limited to one use of the computer loan program, and have the ability to re-apply after five (5) years from the beginning of the initial loan.

14:00 MEDICAL EXAMINATION

14:01 When Required

The City Manager may require, upon cause, an employee to have a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical, mental or emotional condition as any such condition relates to employment by the City.

14:02 Costs

The City shall pay fees for the examination and for the service of medical

specialists or technicians, if required by the City. The employee may provide medical or other evidence to the examining physician or to the City. The examining physician shall make a written report of the examination to the City.

The City Manager shall provide a copy of the physician's written report to the employee.

14:03 Termination

When the City Manager, after considering the conclusions of the medical examination provided for by this section or medical reports from the employee's physician, and other pertinent information, concludes that the employee is unable to perform the work of his or her present position, or any other position in the City, and cannot be reasonably accommodated as defined in the Americans with Disabilities Act which became effective July 26, 1992, and the employee is not eligible or waives the right to retire for disability and elects to withdraw his or her retirement contributions or to permit his or her contributions to remain in the retirement fund with rights to service retirement, the City Manager may terminate the employment of the employee.

15:00 DRUG FREE WORK PLACE POLICY

The City has adopted a Drug Free Work Place Policy, which all employees must follow.

16:00 PERSONNEL RULES

The parties agree that issues concerning the administration of wages and benefits which are not specifically referenced herein are covered through language contained in and agreed upon the new Personnel Resolution adopted 2/28/87 or as outlined in the Personnel Ordinance.

17:00 DISCRIMINATION

It is City Policy that there shall be no unlawful discrimination against any employee for any of the following reasons: race, religion, color, creed, physical or mental disability or medical condition, marital status, national origin, sex, age, political affiliation or belief or sexual orientation.

18:00 VEHICLE ALLOWANCE

The City Manager will receive a car allowance of $400 per month; Directors will receive a car allowance of $200 per month. Employees who are assigned vehicles are not entitled to receive car allowance.

19:00 F.L.S.A.

All Directors and Managers are exempt from overtime pursuant to FLSA.

NEGOTIATING TEAM MEMBERS – Management

Larry Gilley **Date Signed**

Diana Lewis **Date Signed**

CITY OF TURLOCK

Roy W. Wasden, City Manager **Date Signed**

Sarah Eddy, Human Resources Manager **Date Signed**

APPROVED AS TO FORM

Phaedra A. Norton, City Attorney **Date Signed**

California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone · (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

Rick Santos, CFA, ASA, MAAA
Senior Pension Actuary, CalPERS

APR 12 2

EXHIBIT F

Letter of Agreement
between
City of Turlock
and
Turlock Management Employees

WHEREAS, Section 22:02 of the Personnel System Rules and Regulations, Resolution No. 2006-129, identifies the appeal process for disciplined employees in the municipal services; and

WHEREAS, a hearing before the City Council is the current appeal process identified in the Personnel System Rules and Regulations; and

WHEREAS, the parties have negotiated in good faith concerning all other matters which are identified in the Schedule of Benefits commencing on November 1, 2013 and expiring on October 31, 2014; and

WHEREAS, the parties have also agreed to Binding Arbitration, as an *alternative* appeal process for City employees in the municipal services who have been disciplined following a pre-disciplinary (Skelly) hearing as set forth herein; and

WHEREAS, if an employee elects a hearing before the City Council, the provisions of the Personnel System Rules and Regulations will govern and if the employee elects Binding Arbitration, the provisions of this side letter will govern.

NOW, THEREFORE, City and Turlock Management Employees agree to the following alternate appeal process:

1. Binding Arbitration

Employee: The employee may appeal the decision of the pre-disciplinary hearing within ten (10) working days of receiving the notification of disciplinary action. The appeal shall be made directly to the City Manager.

City Manager: The City Manager will hold a hearing with the employee within ten (10) working days of receiving the appeal, unless the parties mutually agree to extend such hearing. Within ten (10) working days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the Department Head and shall provide notice to the employee.

Appeal: As an alternative to a hearing before the City Council, identified in Section 22.02 of the Personnel System Rules and Regulations, the employee may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift or reduction-in-pay. Written Reprimands shall not be appealed to arbitration. The date of incident for which the disciplinary action is based upon shall have occurred between November 1, 2013 and October 31, 2014 to be eligible for Binding Arbitration appeal. An employee shall submit an appeal to the City Clerk's office within thirty (30) calendar days of receiving the notice of decision from the

City Manager to have the matter reviewed by an arbitrator. Failure of the employee to submit an appeal within thirty (30) calendar days of receipt shall be considered a withdrawal of appeal.

Selection of Arbitrator: Upon filing of an appeal, an arbitrator may be selected by mutual agreement between the City and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

Cost of Arbitrator: The cost of employing the arbitrator and the court reporter, excluding the transcript, shall be borne by the employer. All other costs such as, but not limited to, attorney fees, court reporter, and transcripts shall be borne only by the party incurring that cost.

Decision of Arbitrator: Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 60 calendar days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

The arbitrator shall determine whether to sustain, reject, or modify the disciplinary action against the employee. A copy of the written decision shall be transmitted to both parties. Service by mail to the employee's representative and to the employees last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employees personal history file. The decision of the arbitrator shall be final and binding on both parties.

2. Review. The parties will review the implementation of this side letter on or before November 1, 2013.

3. Term. This side letter agreement shall automatically terminate on October 31, 2014.

For the City:

_____
Roy Wasden, City Manager

For Turlock Management Employees:

_____
Diana Lewis

Approved as to Form:

_____
Phaedra Norton, City Attorney

_____
Larry Gilley

Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2013-021 AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND TURLOCK FIREFIGHTERS LOCAL #2434 COVERING THE PERIOD NOVEMBER 1, 2013 THROUGH OCTOBER 31, 2014	**RESOLUTION NO. 2013-**

WHEREAS, the City and the Union met and agreed upon the terms of the Memorandum of Understanding as outlined in the attached (see Exhibit G); and

WHEREAS, the represented employees of this association have agreed to partner with the City of Turlock by making their individual and collective contribution toward improving the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2013-021 and adopt the attached Memorandum of Understanding covering the period November 1, 2013 through October 31, 2014.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk
City of Turlock, County of Stanislaus,
State of California

EXHIBIT G

MEMORANDUM
OF
UNDERSTANDING
Between

The CITY OF TURLOCK
and
TURLOCK FIREFIGHTERS, LOCAL #2434

November 1, 2013 to October 31, 2014

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MEMORANDUM OF UNDERSTANDING
between the
CITY OF TURLOCK
and
TURLOCK FIREFIGHTERS, LOCAL #2434

PREAMBLE

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK hereinafter referred to as the Employer, and Local #2434 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the Union, on behalf of all members of said Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

MEMORANDUM OF UNDERSTANDING

The Employer and the Union, through their authorized representatives, mutually acknowledge they have fulfilled their obligations to meet and confer under applicable law, and pursuant to this process, have reached an understanding and agreement which the representatives of the Union agree to recommend for acceptance to its membership, and the representatives of the Employer agree to recommend to the City Council of the City of Turlock for acceptance and approval.

1:00 TERM OF AGREEMENT

The term of the Agreement and understanding is as follows: This Memorandum of Understanding shall be effective from November 1, 2013 through October 31, 2014.

2:00 MANAGEMENT RIGHTS

2:01 General Terms

Agreement to this maintenance of benefits provision does not preclude the Employer from properly exercising its right to effectively manage the City, make decisions, determine the number of employees needed to perform a service, to determine the mission

or goal of a department or to exercise any management right presently accorded to the Employer by law. The Employer will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Union.

2:02 Medical Examination

1. When Required. The City Manager may require an employee to have a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical, mental or emotional condition as any such condition relates to employment by the Employer.

2. Costs. Fees for the examination and for the services of medical specialists or technicians, if required by the Employer, shall be paid by the Employer.

3. Transfer. When the City Manager, after considering the conclusions of the medical examination and other pertinent information, concludes that the employee is able to perform the work of another vacant position, the appointing power may transfer the employee to such position. The employee transferred pursuant to this section shall receive the maximum of the salary range to the class to which he or she is transferred, provided that such salary is not greater than the salary he or she received at the time of his or her transfer. Transfer, for the purposes of this section, shall mean to change an employee from one position to another regardless of the new salary or wage scale involved.

4. Reinstatement. Upon the request of the City Manager or the petition of the employee who was terminated or transferred in accordance with this section, the employee may be reinstated to an appropriate vacant position within eighteen months, if it is determined by the City Manager that the employee is no longer incapacitated for duty. When the City Manager finds the employee who was terminated or transferred is no longer incapacitated for duty and there is no vacant position to which he or she appropriately can be appointed, the name of the employee shall be placed upon such reemployment lists. In approving or ordering such reinstatements, the City Manager may require the satisfactory completion of the probationary period where the employee was terminated or transferred due to incapacity during the employee's probationary period.

3:00 GENERAL RIGHTS/RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all uniformed, full-time, 24-hour fire suppression personnel in the following classifications: Firefighter, Fire Engineer, Fire Captain and Battalion Chief.

3:01 Meet and Confer: Effective Dates

During the period covered by this Memorandum of Understanding, the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to expiration of this contract. However, both parties agree to commence the meet and confer process for a successor contract no later than the ninety day period prior to expiration of this contract. Nothing in this M.O.U. shall be construed to limit any employee's right to use the grievance procedure.

3:02 UNION BUSINESS: Conferences

Employees elected to Union office shall be granted time off without pay to perform their Union functions, including conventions, conferences, and seminars, at the expense of the Union, and only when arrangements have been made for shift coverage. No overtime shall be paid as a result of this coverage.

3:03 Meet and Confer

For the purposes of this M.O.U., meet and confer is as defined by state law. Time off for meet and confer sessions shall be granted for two on duty representatives at the expense of the Employer. Other off duty representatives may participate as agreed upon at the inception of the negotiation process.

3:04 Regular and Special Meetings

The Employer shall allow the use of a location selected by the Union to conduct all regular monthly and special Union meetings, provided there is no significant interference to the Department's ability to provide emergency services. On duty Union members shall be permitted to attend such meetings as determined by the Fire Chief.

4:00 PAYROLL DEDUCTION OF DUES

The Employer shall deduct each month, dues and assessments in an amount certified to be current by the Treasurer of the local Union from the pay of those employees who individually request, in writing, that deductions be made. The total amount of the deduction shall be remitted, each month, by the Employer to the Secretary/Treasurer of the Union.

5:00 POLICIES AND PROCEDURES

All Department rules and regulations have been incorporated into the Policy and

Procedures Manual. All policy changes affecting working conditions are subject to meet and confer and are not valid until such has occurred. Where Policy and Procedures conflict with this M.O.U., the M.O.U. shall prevail.

5:01 Working Conditions

The Employer and the Union agree to meet and confer on resolutions, ordinances and policies impacting working conditions not covered by this M.O.U. The Employer shall provide ten working days written notice to the Union in which the Union will notify the Employer in writing of their interest to meet and confer on the item, or waive their right to do so.

6:00 MAINTENANCE OF BENEFITS

Both parties recognize that there may be legally derived and legally sanctioned benefits which are currently enjoyed by Union members or the Employer which are not enumerated in this Memorandum of Understanding due to oversight.

Both parties agree that it is their intent that such legally derived and legally sanctioned benefits, whether they be enjoyed by the Employer or the Union, be maintained at their current status, except as they may be amended by this Agreement or by the courts.

7:00 BULLETIN BOARD

Adequate space will be available at all fire stations for a bulletin board for Union business. The board will be provided by the Union, shall not be located in the public area and shall be clearly identified with the statement "Union Business Only."

8:00 HOURS AND WORK SCHEDULED

- A working shift shall consist of twenty-four (24) hours.
- Scheduling of work shifts shall be based on calendar months.
- The current average work week over an one-year period is 56 hours with three (3) on and four (4) off rotation.
- A shift shall commence at 0800 and terminate at 0800 the following morning.
- Basic rate of pay shall equal annual salary divided by 2912 hours. Effective March

1, 1994, the City will no longer utilize the F.L.S.A. provision that considers the use of accrued time to break the 7K exemption cycle. This provision will result in thirteen (13) hours per month per employee being accrued and paid in the following manner: straight time for the thirteen (13) hours is included in the employee base salary: The additional half time for the thirteen (13) hours will be paid at one-half time of the basic rate of hourly pay. These hours are PERS reportable as total compensation for retirement calculations.

8:01 C.T.O. Time Bank

(a) Compensatory Time Off ("CTO") may be granted for services performed outside regular working hours in lieu of overtime pay and in accordance with applicable State and Federal Laws, and at the discretion of the Battalion Chief. Overtime shall be compensated at either one and one-half (1½) hours of the employee's regular base rate of pay or upon the written request of the employee and approval of the Battalion Chief, one and one-half (1½) hours of compensatory time for each hour worked.

(b) Requests for CTO in lieu of overtime pay must be submitted to the Battalion Chief within three (3) days of earning overtime.

(c) CTO may be accrued to a maximum of ninety-six (96) hours.

(d) CTO can be taken in twenty-four (24) hour increments or less.

(e) CTO usage shall not affect on-duty staffing levels.

(f) CTO can be carried over from year to year.

(g) Upon termination of employment, CTO time will be cashed out.

(h) Any CTO taken during the course of a trade shall be compensated only as overtime.

(i) To replace employees using CTO, the provisions of the Department's "Hire Back, Overtime, and Working Out of Grade" policies as set forth in Sections A(11) and A(12) of the Turlock Fire Department's Policies and Procedures shall be used. At no time will CTO time usage activate the "Hold Over".

(j) ~~The~~ On November 5, 2013, a one-time credit of fifty-six (56) hours of holiday in-lieu time will be deposited into employees CTO bank as non-FLSA CTO Holiday in-lieu time and the fifty-six (56) hours may be cashed

out on December 5, 2012~~2~~3, at the employee's base ~~straight time pay~~ rate of pay.

8:02 Overtime: General

In the event that a need for overtime should occur in the Fire Department because of emergency, rescue, sickness, vacations or other unavoidable conditions, overtime shall be paid at 1 and ½ times the basic rate of pay. Overtime shall consist of all work time in excess of scheduled work shifts.

8:03 Call Back Assignments

Call back assignments represent an unplanned, unanticipated need for additional staffing related to emergency fire suppression, life and property saving activities as determined by the officer in charge.

8:04 Call Back Pay

All Fire Suppression personnel are subject to call back assignments at the discretion of the Fire Chief except where the Fire Chief determines absences are excusable. Full time employees that return to work shall be paid a minimum of one hour at one and one-half times their basic rate of pay.

8:05 Shift Exchanges

Employees shall have the right to exchange shifts, when the exchange does not interfere with the operation of the Fire Department. Shift exchanges will be subject to the approval of the Fire Chief or his official representative. Any CTO taken during the course of a trade shall be compensated only as overtime.

8:06 Supervision (Safety)

All shifts shall be supervised by an on-duty chief officer.

8:07 Temporary Out Of Grade Assignment

When sufficient qualified personnel are on duty they may be reassigned to fulfill staffing needs.

9:00 EMPLOYMENT

9:01 Probation New Hires

There shall be a 12-month probation period. All probationary employees shall be evaluated in written form on two occasions prior to completion of 12 months of service in all positions to which they are newly appointed. The first evaluation shall occur no later than six months of employment. No employee's wage shall be adjusted to a higher step unless the employee has been judged adequate to be removed from probationary status and is recommended by the appropriate supervisors and department heads as an employee meriting a raise. Fire Chief may extend the probationary period for up to nine months if there is a reasonable cause. Otherwise, the probationary employee shall be terminated without cause if the employee is a new hire. Newly appointed probationary employees are not eligible for incentive pay programs. Fire Chief must complete written notification to the employee indicating if the employee has met standards to attain regular status.

9:02 Probation on Promotion

Employees who are promoted and do not perform at an acceptable level in their new position for which they are serving a new one-year probationary period will return to the original position from which they were promoted and held regular status within the Fire Department. Employees will receive two evaluations during the promotional probationary period. The first evaluation shall be performed no later than the sixth month.

9:03 Promotions

All promotions to classifications covered by this M.O.U. shall be taken from full-time permanent employees assigned to this bargaining unit.

9:04 Promotion to Division Chief

There shall be at least five qualified applicants from within the full-time uniformed fire suppression personnel in order to limit a recruitment process to promotional only. If there are fewer than five qualified applicants for the Division Chief exam, the Employer has the option to conduct a combined open/promotional exam.

9:05 Differential

A promotion from one rank to another shall provide for a minimum of a 5% increase. There shall be a minimum of 10% differential between all ranks within the representation of this bargaining unit. The differential is determined by comparing top step to top step.

9:06 Duties of Fire Personnel

The Employer has provided the Union with a complete list of fire personnel responsibilities and duties at the emergency scene as well as a written job description covering job duties, requirements and qualifications. Such job descriptions shall not be changed, nor will any new descriptions be created without first meeting and conferring.

10:00 SALARIES

Employees covered under this M.O.U. shall be paid according to the following: See attachment A.

10:01 Pay for Performance Program

The Pay For Performance Program is renewed each October 1st, with agreement by the employee, Fire Chief and City Manager on special performance goals to be completed by the following September 30th. Upon successful completion, approved by the Fire Chief and City Manager, the employee will be paid an additional five percent (5%) of base salary each month beginning October 1st, for each month employed during the following twelve (12) month period, or a four and one quarter percent (4.25%) lump sum payment after the contract has been completed and is approved for payment. Employees must serve their initial twelve (12) month probationary period before becoming eligible to participate in this program. Contract guidelines are incorporated herein as Attachment "C" of this MOU.

10:02 Educational Assistance Program

The Employer agrees to provide funding to offset the costs of coursework which is job related and would provide enhanced skills that would benefit both the employee and the Employer.

Coverage for other courses will be as determined by the Fire Chief or his designee. Participants in this program are to have maintained a minimum overall performance rating of "meets acceptable standard." New employees on probation are not eligible to participate in this program. Participation in this program is contingent upon available funding. The Employer agrees to provide a maximum of $2000 per fiscal year to provide funding to offset the costs of coursework which is job related. A maximum of $400 per fiscal year per eligible employee will be allowed. Monies are reimbursed after course completion with a passing grade, C or better, or certificate of completion. Monies approved for reimbursement will be allocated on a first come, first served basis each fiscal year. On April 1st if there are still funds available employees who have used this program may apply to utilize this program again.

10:03 Education Incentive Pay

Excluding new hire probationary employees, personnel who have achieved their respective education shall receive the following incentive pay on a monthly basis and combining is allowed:

Associates Degree or equivalent	$100.00
Bachelor's Degree or equivalent	$100.00

Equivalent is defined for personnel who are attending or attended a four year college which does not offer an Associate's Degree but can provide transcripts to demonstrate completion of an equal amount of units as required for an Associate's Degree. Incentive pay is not part of base salary and will not be compiled in PFP calculations.

10:04 Foreign Language Pay

Non-probationary personnel, based upon passing a verbal bi-lingual certification test administered by the Employer able to speak languages other than English (as specified in section 10:05) who can translate and interpret in emergency and other situations, shall be compensated with an additional $100 per month. Incentive pay is not part of base salary and will not be computed in P.F.P. calculations.

10:05 Approved Languages

Approved languages are defined as those most often used in the City of Turlock, and are: Assyrian, Persian, Portuguese, Punjabi, and Spanish.

10:06 Fitness Guidelines

All employees must perform the physical training described in established policy guidelines.

10:07 Fitness Incentive Pay

To receive incentive pay, the employee must pass a practical test which shall occur twice per year, six months apart (September / March). Non-probationary employees who pass the established practical test shall receive payment of $100 per month. Employees will be allowed to test and/or retest in March; compensation shall be based on six months if they pass the test or retest. If the employee fails the retest, no incentive pay will be awarded that year. Fitness incentive pay is not part of base salary and will not be computed in P.F.P. calculations. Fitness guidelines are incorporated herein as Attachment "D" of the M.O.U. See attachment D.

10:08 Pay Out of Grade

When qualified personnel are reassigned above grade, he/she will receive a 5% differential in base pay for that period of responsibility. If a vacancy exceeds three continuous months, the vacancy will not be filled from an out-of-grade assignment.

10:09 Hireback

The Hireback Policy, section A 11 and 12 of the Turlock Fire Department Policies and Procedures, is incorporated into this Memorandum of Understanding and is subject to meet and confer.

11:00 RETIREMENT

The Employer shall pay the full 9% of the employee's contribution to PERS in the employee's name. Final compensation, for retirement purposes, will be calculated on the single highest year. The City will provide PERS 3% @ 50 retirement benefit level. (See attachment F)

11:01 PERS Survivor Benefit

The PERS Survivor Benefit is level four (4).

11:02 EPMC

The City will continue providing the EPMC benefit to legacy employees and reporting the EPMC as compensation for such employees prior to their retirement. Effective January 1, 2013, all new employees, as defined by AB 340, will not be provided EPMC.

11:03 New Employees - Sworn (PERS):

Effective January 1, 2013, all new employees, as defined by AB 340, will participate in the Public Employees Retirement System (PERS) Safety Option Plan Two, 2.7% @ 57. New employees shall have an initial contribution rate of at least fifty percent (50%) of the total normal cost rate for the defined benefit plan or the current contribution rate of similarly situated employees, which is currently a 9% PERS contribution, whichever is greater. All employees shall be subject to the mandatory provisions of AB 340.

12:00 RETIREE HEALTH FUND

The City agrees to contribute toward the Turlock Firefighters, Local #2434 Retiree Health Trust Fund. The contribution rate to the Retiree Health Trust Fund shall be four percent (4%) of payroll annually paid on a quarterly basis the last day of the month following the end of the quarter.

13:00 HEALTH INSURANCE

13:01 Health, Dental, and Vision Insurance

The City will pay 100% per employee/family for a City sponsored EPO medical/ dental/prescription/vision insurance plans during the term of this Agreement.

13:02 Deferred Compensation In Lieu of Insurance

The City agrees to pay fifty percent (50%) of the cost of the above-referenced health insurance toward the employee's deferred compensation account provided the following criteria is met:

- Employee provides certificate of proof of coverage through spouse's employer.
- Election to receive in-lieu contribution can only occur during open enrollment period each June, including new hires.

Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse.

13:03 Flexible Spending Accounts

Employees have the option to elect to have a portion of their salary redirected on a pretax basis (though payroll deduction) into flexible spending accounts for 1) Employee insurance premium contributions, 2) medical reimbursement for out-of-pocket medical expenses not covered under the Employer's group health plan and, 3) dependent care expenses such as child care.

The administration fees, $2.00 per plan per month, for administering the medical reimbursement plan and dependent care plan will be the responsibility of the Employee. A Section 125 administration is provided by the City's health insurance administrator.

13:04 Maintenance of Benefits

The City shall maintain a comparable minimum level of benefits of health, prescription, dental and vision coverage to that presently provided in the self-insured EPO

plan, if the City selects an alternate stand-alone plan. The union shall participate in any selection process. The current deductibles and co-payments shall remain in effect through the duration of this contract.

13:05 Insurance Review

The union agrees to participate in an insurance review committee for the purpose of reviewing health cost containment measures and alternatives in reducing insurance costs.

13:06 Retiree Health Plan

The Employer offers a retiree health plan to employees who retire after October 1, 1987. Employees must have worked for the City of Turlock for fifteen years and are required to pay the premium for this health plan as determined by an annual evaluation of costs. This health program is available to retirees until they reach age sixty five, become eligible for Medicare or become eligible for another group plan as an employee.

Premiums may be adjusted once every twelve months in conjunction with plan renewal under the self-insured plan each July 1st.

14:00 TERM LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1 ½) times the annual salary, plus $5,000 not to exceed $500,000.

15:00 BENEFIT LIST REQUIRED

The Employer has provided the Secretary of the Union with a complete list of all Employee benefits including retirement plans, health coverage, life insurance, and all other fringe benefits. This list includes policy numbers and companies carrying the policies. The Employer shall notify the Secretary within 60 days of any changes in any of the aforementioned benefits.

16:00 LONG-TERM DISABILITY INSURANCE

The Employer agrees to furnish disability insurance for each full-time regular employee. The terms of this coverage are as follows:

A. Eligibility - one (1) year of full-time employment with the City of Turlock;
B. Policy waiting period – sixty (60) days;
C. Maximum augmentation of salary if employee has accrued time - eighty

percent (80%) of base salary, and

D. Policy provides for maximum salary protection equal to sixty-six and two thirds percent (66 2/3%) of base salary.

Long Term Disability insurance will be provided to all full time employees at no cost. Employees will be first eligible for coverage on the first day of the month after completing thirty (30) continuous days of employment with the City. The waiting (or elimination) period for benefits shall be sixty (60) consecutive days. The long-term disability benefit pays sixty- six and two-thirds percent (66 2/3%) of monthly salary, not to exceed $10,000 per month. Employees may augment the long-term disability monthly benefit with accrued leave not to exceed their current monthly salary. (The City of Turlock does not participate in State Disability Insurance).

17:00 UNIFORMS

17:01 Uniform Allowance

An annual uniform purchase and maintenance allowance in the amount of $1,100 will be paid to all uniformed, fulltime fire suppression personnel in addition to the Employer's continuing practice of providing safety gear. New hires shall receive the allowances for the remainder of the fiscal year which shall be included in their first payroll check to assist in initial uniform acquisition costs.

Payment of the uniform allowance will be made in two increments: each December covering the following six months - January 1 through June 30 and each July to cover the following six months - July 1 through December 31. Employees terminating City Service will reimburse the City a prorated portion of the uniform allowance advance.

17:02 Wild Land Clothing

The Employer will provide wild land gear and their repair and replacement. Employees will provide appropriate wild land boots and their repair and replacement.

18:00 EMERGENCY MEDICAL TECHNICIAN

18:01 Emergency Medical Technician Certificates

The Employer agrees to pay the application fee for certification and rectification for E.M.T. exams for employees hired prior to 10/1/87. Should the employee fail the test, any cost for re-testing would be paid by the employee.

18:02 E.M.T. Requirement

Employees are required to possess an E.M.T. certificate at time of appointment, and are required to maintain certification as a minimum qualification. Minimum qualifications are based upon the standards set forth by Mountain Valley Emergency Medical Services Agency.

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20:00 COMPUTER LOAN PROGRAM

The City agrees to offer non-probationary employees the opportunity for a no-interest loan up to $2,500.00 for the purchase of a personal computer. A two-year payback guaranteed through payroll deduction is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to termination. Employees are not limited to one use of the computer loan program and have the ability to reapply after five years from the beginning of the initial loan.

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25:00 VACATION ACCRUAL, ACCUMULATION, AND USE

25:01 Calendars

There will be three calendars, one calendar for Captain and Battalion Chief, one calendar for Engineer, and one calendar for Firefighters.

25:02 Dispensing

Vacation days shall consist of 24-hour periods and shall be earned and granted in the following manner:

(a) 1st anniversary through 5th anniversary - 6 shifts annually.

(b) 5th anniversary through 10th anniversary - 9 shifts annually.

(c) 10th anniversary through 15th anniversary - 12 shifts annually.

(d) 15th anniversary and above - 15 shifts annually.

Probationary new hires may earn but do not use vacation time during their initial twelve month probationary period. Probationary new hires shall schedule vacation each December for the following calendar year, January 1 through December 31.

25:03 Accrual Limitation

- Employees must request and receive all earned vacations annually.
- Failure to request and use allocated time will cause the employee not to accrue additional vacation time.
- If the Fire Chief withdraws authorization to utilize previously approved vacation time due to operational necessity and the time cannot be rescheduled, these vacation hours will be paid to the employee at straight time or will be carried over to be taken in the following calendar year.

For vacation accruals of less than twenty-four (24) hours due to change in accrual rate during the course of the calendar year, such hours may be cashed out or placed in the CTO time bank at the employee's discretion. Implementation of this section shall be in accordance with Section C-2 of the Turlock Fire & Emergency Services Policies and Procedures.

25:04 Scheduling

Employees will pick each December for the following calendar year, January 1 through December 31, and will schedule all vacation days they will earn in that year.

Employees shall be given priority consideration in the granting of vacation periods according to their seniority as a full time employee of the Turlock Fire Department. The name of an employee using vacation days shall be marked with a "V" on the work

schedule.

25:05 Sellback

Employees are allowed to sell back up to three (3) days of vacation or holiday time to be determined by December 1st of each year. Payment for such time will be provided in the December 20th payroll. Sellback is based on time to be earned the following calendar year ending December 31.

25:06 Reimbursement

Vacation shall accrue on a monthly basis. Employees leaving City employment with a negative balance of vacation hours will be responsible for reimbursement subject to applicable law.

26:00 SICK LEAVE: Earnings Rate

All employees covered by this M.O.U. shall accumulate twelve (12) hours of sick leave per month worked.

26:01 Deduction Rate

For each hour any employee is absent from duty due to illness or injury, one hour of sick leave will be deducted from the employee's total accumulated sick leave.

26:02 Unused Sick Leave

(a) Each November, employees with more than 500 hours accumulated sick leave may elect to be paid in December at their basic rate of pay for 50% of their unused or accumulated sick leave earned during the previous 12 months. The balance, or 50% of unused or accumulated sick leave earned during the previous 12 months, shall continue to remain on the employee's sick leave accumulation record.

(b) Employees who leave City employment for reasons of death or retirement shall receive compensation at a rate of 50% of the basic rate of pay for each hour of accumulated unused sick leave.

(c) Employees who retire from City employment are allowed to convert their remaiing sick leave to PERS service credit in accordance with the current PERS contract or are allowed the option of converting their remaining sick leave hours at a rate of 50% of their basic rate of pay to pay for the City's

health insurance plan at a premium level determined by an actuarial study.

(d) Employees with over 500 hours accumulated sick leave who are laid off or voluntarily terminate shall receive compensation at a rate of 50% of the basic rate of pay for each hour of unused sick leave.

27:00 HOLIDAYS: Earnings Rate

All employees shall receive eight (8) twenty-four (24) hour shifts off duty annually.

27:01 Deduction Rate

The dispensing of these holidays shall be handled in the following manner: The employee can request a specific date, and if the employee's absence on said date does not, in the Employer's opinion, diminish the minimum level of Fire Department efficiency, the holiday shall be granted.

27:02 Accrual Limitation

The employee must request and receive all earned holidays annually. Holidays cannot be carried from one calendar year to the next calendar year. Failure to use the holiday time allocation in the calendar year will cause the employee not to accrue additional holiday time. If the Fire Chief withdraws authorization to utilize previously approved holiday time due to operational necessity and the time cannot be rescheduled, these holiday hours will be paid to the employee at straight time or will be carried over to be taken in the following calendar year.

27:03 Scheduling

Employees will pick each December for the following calendar year, January 1 through December 31, and will schedule all holidays they will earn in that year.
Holiday selection shall be done by rounds with the most senior member having first pick on each round.

(a) A person may pass on any round to pick more days on a future round only when there will still be open days to choose from on their next turn. All open days must first be filled before more than one person can take the same holiday off.

(b) Priority on the dispensing of holidays after initial holiday selection: The first employee requesting a specified holiday shall have preference.

(c) An employee who is off on holiday leave shall have an "H" after his/her name.

28:00 BEREAVEMENT LEAVE

In the event of a death in the family, an employee shall be granted Bereavement leave for the death of members of the Employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, grandparents, as well as grandchildren. The relationships noted shall include in-laws and step relations. The Employer shall grant the employee a maximum of three shifts off, not chargeable to sick leave, to allow for five consecutive calendar days off to plan for or attend services. In the event that five consecutive days off can be realized with fewer than three (3) scheduled shifts off, such will be the case.

With Director approval, Bereavement leave is not required to be taken on consecutive days.

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32:00 SUSPENSION: With Pay

The Fire Chief may suspend with pay an employee pending an internal investigation.

33:00 APPOINTMENTS: New Personnel Seniority

33:01 New Personnel Seniority

In the event more than one person is appointed to a position on the same date, all such appointees shall be ranked to establish a seniority order which may apply for future vacation preference and scheduling. Such ranking shall be determined by the over-all results of verbal interview, testing and physical agility examinations which determine the hiring list. The weighting of tests within the examination process will be specified in the job announcement

bulletin.

33:02 Definition of Seniority

Seniority shall be determined by continuous service in the Fire Department calculated from the date of hire for full-time employment. Continuous service shall only be broken by resignation, discharge or retirement. Employees with the same employment or promotion date shall be assigned to the seniority list in order of their ranking on the eligibility or promotion list.

33:03 Seniority Within Rank

In the event two or more employees holding the same rank were promoted to such position on the same date, the employee who ranked higher on the promotion list resulting in the identical rank shall be the senior employee.

33:04 Personnel Reduction

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. In the event of multiple appointments on the same date, the Fire Chief shall have sole discretion to determine, based on documented performance as contained in the employees' personnel files, which among those appointed on the same date shall be laid off. Only time as a full-time paid firefighter with the City of Turlock shall be considered for seniority.

33:05 Restructuring

Should a departmental restructuring, reorganization or reduction in force, result in the demotion of a Battalion Chief to a rank in the represented firefighter series, (Firefighter, Fire Engineer, Fire Captain) bumping rights will only be provided to those individuals who have previously held the same or similar positions in the Turlock Fire Department. Date of rank shall be restored to the employee's original date of rank of new classification assigned.

33:06 Reinstatement

No new employee shall be hired into a position within the classification series from which an employee has been laid off within eighteen (18) months, until the laid-off employee has been given the opportunity to return to such position if the employee meets the same physical and mental conditions as he/she was in at the time of layoff. Laid off employees shall be advised of other vacancies for which they may qualify, and of required application and testing processes, but employees who have been laid off will not be required to go through application and testing processes in order to return to a

position within the series from which they have been laid off. Laid off employees may not be reinstated into a higher ranking position than they previously held.

33:07 Physical Examination

Employer shall pay cost of physical examination prior to layoff to establish physical condition at time of layoff.

34:00 SAVINGS CLAUSE

If any provision of this Agreement, or the application of any provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this _____ day of February, 2013, at Turlock, California.

TURLOCK FIREFIGHTERS, LOCAL #2434

_____ Date Signed: _____
Mike Harcksen, President

TALBOT LAW GROUP

_____ Date Signed: _____
Timothy K. Talbot, Labor Representative

NEGOTIATING TEAM MEMBERS – FIRE

_____ Date Signed: _____
Kevin Forsythe

_____ Date Signed: _____
Nate Benner

CITY OF TURLOCK

_____ Date Signed: _____
Roy W. Wasden, City Manager

_____ Date Signed: _____
Sarah Eddy, Human Resources Manager

APPROVED AS TO FORM

_____ Date Signed: _____
Phaedra A. Norton, City Attorney

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434
SALARY LISTING

Effective 11/01/2012

BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	OCCUPATION
2	24.1	3926	4122	4328	4544	4771	FIREFIGHTER
2	27.1	4544	4771	5010	5261	5524	FIRE ENGINEER
2	30.1	5261	5524	5800	6090	6394	FIRE CAPTAIN
2	32.1	5800	6090	6394	6417	7050	FIRE BATTALION CHIEF

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434 COMPLAINT, GRIEVANCE, DISCIPLINARY APPEALS PROCEDURE

DEFINITIONS

Grievance: A grievance is defined as an employee-initiated allegation that a term or condition of employment established by State law, City ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated; provided, however, that such term or condition of employment is not subject to the discretion of the City or is not a subject outside of the scope of representation as defined in Section 3500 *et seq.* of the Government Code or the City's Employee Relations Resolution. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

Complaint: A complaint is defined as an employee-initiated allegation or dispute concerning items which are not defined grievances a defined herein. Complaints shall be directed through the chain of command with the Fire Chief being the final appeal location unless the Fire Chief is the subject of the complaint, then it shall be forwarded to the City Manager for final resolution.

GRIEVANCE PROCEDURE

Representation

At each step of the grievance procedure, the employee(s) may be represented by a representative of his/her choosing.

Time Frames

The time frames established in the grievance procedure may be extended by mutual agreement of the employee and the City. Failure to meet such time frames by the employee shall constitute withdrawal of the grievance. Such failure by the City shall entitle the employee to request the next step of the procedure.

Notification

A grievance shall be submitted in writing and shall include, at a minimum, the:

1. Nature of the grievance,
2. Date when the incident occurred,
3. Description of the incident,
4. Rule violated, and

5. Specific remedy sought by the employee(s).

Steps in the Grievance Procedure

1. First Step – Informal Discussions

Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within twenty (20) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his/her decision within five (5) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he/she may proceed to the next step.

2. Second Step – Immediate Supervisor*

(* If grievance involves immediate supervisor, this step shall be bypassed.)

If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's immediate supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance between the employee and his/her designated representative, if any, and the immediate supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance.

3. Third Step – Department Head

If the employee remains unsatisfied from the results of the second or third step, it may be submitted in writing to the employee's department head within ten (10) working days after the immediate or intermediate supervisor's answer is received by the employee. The department head shall meet with the employee and his/her designated representative, if any, within ten (10) working days after submission of the grievance to the department head. The department head shall review the grievance and may affirm, reverse, or modify the disposition made at the second and/or third step. The department head's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.

4. Fourth Step – City Manager

If the grievance is not satisfactorily resolved in the fourth step, the employee may appeal the decision of the department head to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the department head's decision.

Appeal to City Manager

Within ten (10) working days of submission of the grievance to the City Manager, the City Manager shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

DISCIPLINARY PROCEDURE

Application

The department head will evaluate and apply necessary and appropriate disciplinary action whenever an employee fails to meet the required standards of conduct or performance. The department head or his designee will advise an employee that is subject to discipline within thirty (30) days from receiving information about that employee's possible violation of rules. Discipline is the enforcement of conformity to policies, rules, and regulations, and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the service mission of the City organization successfully. The disciplinary action, when taken, shall be documented in such a manner as to be defendable at review and/or upon filing of a grievance by the disciplined employee. The concept of progressive discipline shall govern the imposition of discipline.

Types of Disciplinary Action

Disciplinary actions include written reprimands, suspensions, rank and salary demotions, and dismissal as defined below:

1. Written Reprimands
   A written statement from the Fire Chief or designee to a subordinate of an action which meets any of the grounds for disciplinary action listed in these rules. After verbal consultation, an official notification in writing by the Fire Chief to the employee stating the cause(s) for dissatisfaction with his/her services and that further disciplinary measures may be taken if the cause is not corrected. Appeals regarding written reprimands may be made to the department head. The department head's findings are final.

2. Suspension
   The temporary separation of the employee from City service without pay, for disciplinary purposes and not to exceed ten (10) shifts in one (1)

calendar year.

3. Demotion in Rank or Pay
A change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step to a lower step or from a position in one class to a position in a lower-paid class. The Fire Chief may propose a demotion in accordance with defined disciplinary procedures.

4. Dismissal
The discharge of an employee from City service for disciplinary purposes by the City Manager.

Cause for Disciplinary Action

The causes for disciplinary action include any City rules, regulations, policies or procedures as outlined in Section 18:01 of the Personnel Resolution.

Disciplinary Procedures

When a permanent employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared by department head or designee, reviewed by the Personnel Officer, and then delivered to the employee in person or by certified mail. The written notice shall include:

1. The reasons for the proposed action.

2. The charges being considered.

3. The proposed disciplinary action to be taken.

4. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days (2 weeks) from the date the proposed disciplinary action is received to request an administrative hearing with Department.

All charges filed against a permanent employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, the employee shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

Notification of Decision

Within ten (10) working days (2 weeks) after the employee has had the opportunity to respond in an administrative hearing to the proposed discipline and present evidence on his/her behalf, the department head shall notify the employee of any disciplinary action to be taken and the effective date.

Appeal of Decision

The employee may appeal the decision within ten (10) days of receiving the notification of disciplinary action. The appeal shall be made directly to the City Manager.

1. City Manager

   The City Manager will hold a hearing with the employee within ten (10) days of receiving the appeal. Within ten (10) days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the department head and shall provide notice to the employee.

2. Advisory Arbitration to City Manager and City Council

   For suspensions more than one (1) shift, demotions in rank or salary, or terminations, an employee may submit an appeal of the City Manager's decision to the City Clerk's office within ten (10) days of the notice of decision from the City Manager to have the matter reviewed by an arbitrator.

   Selection of Arbitrator: Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The cost of the arbitrator shall be borne equally by the employee and the City.

   Arbitration Hearing: The appointed advisory arbitrator shall conduct an evidentiary hearing within a reasonable time after appointment. The usual rules for conducting such a hearing shall apply. The department shall have the burden of proof, the employee is entitled to representation and the opportunity to examine all witnesses and present evidence. All relevant evidence shall be admitted. A record of the proceedings shall be made

and transcribed. The arbitrator shall render a written opinion to the City Manager who shall review the administrative record and the opinion of the arbitrator and make a recommendation to the Council to confirm or modify the opinion of the arbitrator.

Council Determination: Within ten (10) days of receiving the opinion of the arbitrator and the administrative record, the City Manager shall forward them to the City Council together with a recommendation. The matter shall be placed on the City Council agenda for determination within twenty (20) days. The City Council shall consider the matter in closed session, unless requested to conduct its deliberations in public by the affected employee. No additional evidence or argument may be submitted to the Council. The council's decision will be announced at the end of the deliberations and a written decision and appropriate finding shall be forwarded to the employee within fifteen (15) days of the Council's decision

CITY OF TURLOCK
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/ LOCAL #2434
PAY FOR PERFORMANCE CONTRACT GUIDELINES
2012/2013 Contract Year

PROGRAM:

Pay for Performance is an agreed upon contractual agreement between the employees of the Fire Service Area and the City of Turlock. This agreement is intended to be a benefit to the City as well as the employees that elect to participate. The program goal is to inspire individual growth and achievement in areas that will also benefit the citizens of Turlock. To achieve this, contracts can be designed to be multiple-year in nature. This allows the individual to gain proper knowledge and enhance working relationships.

Pay for Performance program is intended to serve the City and departmental goals. These goals will be identified and are separate from the job classification description of the employee that desires to participate. Lateral duties will serve to meet the City, and departmental goals.

Upon completion of the contract and specified targets, the employee will receive a stipend which may be distributed either on a monthly basis at 5% of his/her monthly salary or a lump sum of 4.25% of his/her annual salary.

Term of Contract:

October 1 through September 30.

To participate in the program, employees should submit a proposal to the Fire Chief or his/her designee. The Fire Chief will meet with other Department Directors during the month of September to review the upcoming proposals. This process is to coordinate with other affected Departments of possible lateral duties that could enhance their operations. Proposals must be turned into the Fire Chief or his/her designee for his/her approval by Tuesday **November 13th**. Other contracts may be approved during the course of the contract year in the event the Fire Chief determines that the proposed project fulfills the best interest of the City or Department and is comparable to the scope of other contracts in this program.

Conditions:

1) To be eligible, employees must complete their initial probationary period at a satisfactory level. Employees must maintain at least a satisfactory rating in the

performance of their normal duties during subsequent contract years following their probation period.

2) The hours for a yearlong contract should be planned for and documented. Monthly status reports must be submitted to the administration chief. These reports should be brief and describe the progress and hours committed to your contract fulfillment.

3) Submitted proposals must be typed or printed legibly and describe in detail the goals of the proposal. This should also include target dates, needed materials, training, etc. Prior to approval of the proposal the Fire Chief or his designee must go over the proposal with employees. This meeting will serve to discover any areas of the proposal that are unclear to prevent miscommunication and to ensure success.

4) Training may be required to assist the employee in completing set goals. This training will constitute personal and professional development. The City and Department will sponsor this training and corresponding work relief as necessary. This element provides for individual growth and greater job understanding. Courses that are required for the maintenance of minimum job requirements do not meet the intent of this section of the contract.

5) The ideal contract length should be between 3 and 5 years. The contract will be renewed yearly if goals are achieved and the program is still viable. The viability of the programs will be determined by the Fire Chief and the City Manager. Individuals will be notified by **November 15th** of program or direction changes.

6) **Modification requests**: If during the course of the contract period, events occur outside the employee's control, which affect his/her ability to achieve a goal, the employee can request a contract modification. Such requests must be submitted no later than **May 14th.** Exceptions will be heard on behalf of the employee after the May 15th deadline if unforeseen circumstances require changing of a contract. The City Manager has final discretion over this program.

7) The Fire Chief or designee will monitor the program and will make suggestions of viable programs, projects and lateral duty assignments that would fulfill Department/City and Training/Education goals.

8) Lateral duty assignments will have similarity and compatibility to the general scope of normal job duties but would not be routinely performed in the course of performing regular job duties. To engage in performing lateral duties, employees would generally be required to complete specialized training before performing such duties.

Lateral duties could include: routine building inspection, fire prevention, neighborhood watch, community safety education and hazardous materials management.

9) It may be necessary to engage in training, meetings, and/or other obligations to fulfill contract requirements while off-duty. However, employees may not dedicate in excess of 96 hours of off-duty time without prior approval of the Fire Chief or his/her designee. Any off-duty hours in excess of 96 in a contract year, with prior approval of the Fire Chief, will be paid at time and one half.

NOTE: Ninety-six (96) hours is equal to five percent (5%) of annual hours worked when paid at the overtime rate of time and one-half.

(2912 X 5% = 145.6 / 145.6 – 12 months = 12.133 / 12.133 – 1.5 = 8.087 / 8 X 12 = 96

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434
FITNESS GUIDELINES

Annual Incentive Fitness Testing

The annual fitness testing is comprised of two parts which are detailed below. Successful completion of the fitness testing will qualify the employee for the incentive pay listed in Section 10:07 in the MOU.

Part I: Blood pressure and step test.

Beginning in the month of August each employee wishing to participate must complete part one. The employee will have unlimited chances to complete this part during the month of August. Each shift's designated proctor will conduct the testing while the employee is on-duty. The employee may choose to test off duty but will not be eligible to receive overtime pay for this activity.

Successful completion of part one is measured by the following: The Employee must have a BP lower than 140/90. This means a reading of 140/90 will not pass, the numbers must be lower.

The step test is the YMCA 3-minute Step Test. Employees must have a one minute recovery heart rate equal to or better than the 55% ranking in the YMCA's document. In the table below the top criteria in the Average category will be used, IE males 18-25 101bpm= a pass, 102bpm= a fail. A Cardio heart type monitor is used to record the recovery heart rate to eliminate the human error.

YMCA 3-MINUTE STEP TEST POST EXERCISE 1-MINUTE HEART RATE (beats/minute)

Age (yrs)	18-25		26-35		36-45		46-55		56-65		>65	
Gender	M	F	M	F	M	F	M	F	M	F	M	F
Excellent	70-78	72-83	73-79	72-86	72-81	74-87	78-84	76-93	72-82	74-92	72-86	73-86
Good	82-88	88-97	83-88	91-97	86-94	93-101	89-96	96-102	89-97	97-103	89-95	93-100
Above Avg.	91-97	100-106	91-97	103-110	98-102	104-109	99-103	106-113	98-101	106-111	97-102	104-114
Avg.	101-104	110-116	101-106	112-118	105-111	111-117	109-115	117-120	105-111	113-117	104-113	117-121
Below Avg.	107-114	118-124	109-116	121-127	113-118	120-127	118-121	121-126	113-118	119-127	114-119	123-127
Poor	118-126	128-137	119-126	129-135	120-128	130-138	124-130	127-133	122-128	129-136	122-128	129-134
Very Poor	131-164	141-155	130-164	141-154	132-168	143-152	135-158	138-152	131-150	142-151	133-152	135-151

Part II: The obstacle course

The TFD fitness coordinator will select 2 dates per shift in September and if required 2 dates per shift in March. These dates will be posted via e-mail and placed on the Fire calendar. These dates are to allow the employee an on-duty testing time. The employee may choose to test off-duty but will not be eligible for overtime pay to take the test. The employee has two opportunities to complete the obstacle course. The test is performed with the employee wearing TFD work out attire or clothing similar in kind and gloves. Comfortable shoes are to be worn; steel toe boots are not required.

Successful completion of the test is measured by age groups and a predetermined time, listed below:

COURSE TIME TABLE

AGE	TIME
15-19	6:55
20-25	7:10
26-30	7:25
31-35	7:40
36-40	7:55
41-45	8:10
46-50	8:25
51-55	8:40
56-60	8:55
61-65	9:10

Obstacle Course

Event

#1 HOSE DRAG

Drag the uncharged 3" hose (150') forward to the designated ending cone. Drop the hose and round the cone. Walk back to the start line.

#2 HOSE PULL

Round the cone at the start line. Pick-up the end of the hose and begin pulling the same hose back to the start line. Once the participant's feet are planted they may not move. No walking with the hose, arms only. Complete this section by pulling all hose across the designated start line. Walk to the dummy drag.

#3 DUMMY DRAG

Walk around the fire hydrant and enter the dummy drag event between the two entry cones in the middle. Proceed to the dummy and drag the dummy to the opposite side found. Drag the dummy around the cone with the head at the cone ready to go in the opposite direction. Exit the event through the two cones in the middle and go right. Walk to the SCBA.

#4 SCBA PACK

Walk around the cone and turn right. Walk to the SCBA. Don the pack, with no face piece. Walk to the axe.

The SCBA will be worn for the rest of the course.

#5 AXE SWING

Pick-up the axe and strike the wood pole on the ground 25 times. The axe head must come up to the level of the ear. Walk to the ladder simulator.

#6 LADDER SIMULATOR

Hand over hand pull the ladder simulator halyard until the siren at the top is activated or until the proctor says "good". Lower the simulator halyard hand over hand. The halyard shall not run free

through the hands, the halyard must be lowered under control hand over hand. Walk to the hose bundles.

#7 HOSE STACK

Un-stack the hose. Put the first hose in the furthest ring on the ground. Continue to work back to the closest ring. After placing the last bundle in the ring raise your hands into the air. Now begin restacking the bundles. Start with the closest hose bundle and finish with the furthest. The stack should look the same as when you began. Walk to the charged hose.

#8 CHARGED HOSE DRAG

Pick-up the nozzle and drag it to the cones. Once the nozzle crosses the line drop it and return to the first coupling past the starting cones. Pick-up the coupling and place over the cone. Repeat for the next coupling up the line. Proceed to the nozzle and place it over the furthest cone. Walk to the finish line for time to stop.

New hire non probationary

New hire employees who have successfully completed probation and have been removed from probationary status, will be allow to complete their initial testing of parts I & II in September or March following the guidelines listed above. If an employee completes and passes his/her primary test in the month of March compensation shall be based on a six month period. After this initial period the employee will follow the annual testing track with physical fitness testing being completed in September.

Retesting:

Any employee who was eligible to test but did not for medical conditions or other unforeseen events may retest in March and receive payment as stated in the MOU.

Updated list

When all eligible employees have completed the test a list of names is provided to the Operation's Division Chief and the city administrative office to process payment.

PHYSICAL FITNESS TEST FOR INCENTIVE PAY

YEAR	
NAME	
AGE	
BLOOD PRESSURE	
RESULTS (PASS/FAIL)	
STEP TEST PULSE	
RESULTS (PASS/FAIL)	

YMCA 3-MINUTE STEP TEST POST EXERCISE 1-MINUTE HEART RATE (beats/minute)

Age (yrs)	18-25		26-35		36-45		46-55		56-65		>65	
Gender	M	F	M	F	M	F	M	F	M	F	M	F
Excellent	70-78	72-83	73-79	72-86	72-81	74-87	78-84	76-93	72-82	74-92	72-86	73-86
Good	82-88	88-97	83-88	91-97	86-94	93- 101	89-96	96-102	89-97	97-103	89-95	93-100
Above Avg.	91-97	100- 106	91- 97	103- 110	98-102	104-109	99-103	106-113	98-101	106- 111	97-102	104-114
Avg.	101-104	110-116	101-106	112-118	105-111	111-117	109-115	117-120	105-111	113-117	104-113	117-121
Below Avg.	107 -114	118-124	109-116	121-127	113-118	120-127	118-121	121-126	113-118	119-127	114-119	123-127
Poor	118-126	128-137	119-126	129-135	120-128	130-138	124-130	127-133	122-128	129-136	122-128	129-134
Very Poor	131- 164	141-155	130-164	141-154	132-168	143-152	135-158	138-152	131-150	142-151	133-152	135-151

OBSTACLE COURSE TIME		
RESULTS (PASS/FAIL)		
RESULTS (PASS/FAIL)		
ATTEMPT #		

COURSE TIME TABLE

AGE	TIME
15-19	6:55
20-25	7:10
26-30	7:25
31-35	7:40
36-40	7:55
41-45	8:10
46-50	8:25
51-55	8:40
56-60	8:55
61-65	9:10

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434
DRUG FREE WORKPLACE POLICY

ARTICLE 1: PURPOSE

It is the purpose of this policy to maintain a Drug Free work environment, to eliminate substance abuse and its effects in the workplace and to ensure that employees are able to perform their duties safely and efficiently in the interests of the public, the city their fellow employees and their own interests as well.

POLICY

Local 2434 and the City recognize that drug or alcohol use in the workplace is a serious problem, which can jeopardize employee safety, morale and productivity, and/or service to the public. The parties further recognize the importance of a safe, healthy and productive work environment and the need to eliminate any substance abuse in the workplace. The City and the Local 2434 agree that employees who use or possess illicit drugs or alcohol on the job have committed a violation of this policy.

The City and Local 2434 recognize that employees have a right to personal privacy and confidentiality as long as their conduct does not affect their ability to fulfill their duties to the employer. The goals of this policy are to prevent drug and alcohol use and impairment on the job and to encourage voluntary treatment and rehabilitation of those employees who acknowledge having a drug or alcohol problem that affects their ability to fulfill their employment duties. The City is supportive of those who seek help voluntarily and may authorize the use of earned sick leave, vacation, or leave of absence. The City will be equally committed in identifying and disciplining those who continue to be substance abusers and do not seek help. The City and Local 2434 acknowledge, in accordance with the Drug-Free Workplace Act of 1988 that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and that specific actions shall be taken with employees for violations of such prohibition.

APPLICATION

This policy agreement applies to all employees holding classifications represented by Local 2434 and pertains to alcohol, and to all substances, drugs or medications, legal and illegal, that could impair an employee's ability to effectively and safely perform the functions of the job. All testing pursuant to this agreement will be based solely upon "Reasonable Suspicion".

ARTICLE 2: NOTICE AND EDUCATION

All bargaining unit employees shall be provided with a copy of this agreement. Newly hired employees represented by this association shall be given a copy of this agreement upon hire. Supervisors shall be familiar with the provisions of the agreement and shall be available to respond to questions. The City shall periodically disseminate educational materials regarding drug and alcohol use and abuse to all management as well as represented employees.

All employees including management and supervisory personnel shall be trained, with periodic updating, to correctly identify symptoms of being under the influence of drugs and alcohol. Training shall include observation, documentation and reporting procedures and methods to identify workplace substance abuse. Any supervisor who has not received appropriate training shall be deemed incapable of having "Reasonable Suspicion" under this agreement unless such reasonable suspicion is consistent with the criteria outlined in Article 4-C.

ARTICLE 3: PROHIBITED CONDUCT AND MEMBER RESPONSIBILITIES

1. No employee shall possess or use any illegal substance or drugs while on duty.
2. While on duty, no employee shall bring onto city property or have in his or her possession or ingest any alcoholic beverage, controlled substance or drug, illicit or illegal, unless such employee has lawfully been prescribed the controlled substance by his or her physician.
3. Members shall not present themselves for duty while under the influence of drugs or alcohol.
4. Determination of "Being under the Influence of" must be made on a case by case basis as described in Article 4-C.
5. The employee shall notify their supervisor of the effects or possible effects of medication or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment. The employee is not required to disclose the name of the drug or the reason for which the drug was prescribed.
6. Employees must provide, within a reasonable period of time, bona fide verification of a valid prescription for any potentially impairing drug or medication identified when a drug screen and confirming (gas chromatography-mass spectrophotometry) test is positive.

ARTICLE 4: REASONABLE SUSPICION DRUG TESTING

A. The City may require an employee to submit to a medical evaluation or a drug

screen only where the employer has a reasonable suspicion that the employee is under the influence of drugs and alcohol while on duty, and where the specific procedures provided below are followed.

B. Random, Mass or individually scheduled testing of employees for drugs or alcohol, which is not based on reasonable suspicion and not performed pursuant to the specific procedures described below, is prohibited by this article of the collective bargaining agreement.

C. Reports of drug use or aberrant behavior which are not confirmed by specific observations as provided below shall not constitute reasonable suspicion.

"Reasonable Suspicion" exists only when all of the following elements are present:

1. An employee observes another employee exhibiting aberrant or bizarre behavior, inability to do their job, using an illegal substance at the work-site, possessing drugs or alcohol at the work-site or other signs or symptoms of being under the influence;

2. The employees behavior or symptoms are observed and confirmed by a supervisor;

3. The symptoms and/or behavior are of the type recognized and accepted by medical science is being under the influence caused by alcohol or controlled substances; and

4. In determining if reasonable suspicion exists the supervisor shall consider other factors (such as, but not limited to, fatigue, lack of sleep, side effects of prescription and/or over the counter medications, reactions to noxious fumes or smoke, etc.) which may explain the behavior of the employee.

D. The involvement of an employee in an accident or on-the-job injury shall not, standing alone, constitute the reasonable suspicion required by this agreement.

E. Each supervisor, employee or other witness who observes on duty conduct tending to establish reasonable suspicion will document in writing the specific symptoms or behaviors observed at the time of the observation. The supervisor will record the date, time and location of their observations.

F. When a bargaining unit employee has reasonable suspicion that a management or other non-bargaining unit employee may be under the influence or impaired while on duty, the bargaining unit employee or employees may report that suspicion to the next level supervisor (up to and including the department head) who is then under an obligation to investigate.

ARTICLE 5: PRE-TESTING PROCEDURE

A. No drug testing or medical evaluation of the employee may be ordered without the written consent of the City Manager, Fire Chief or designee. When a manager has reasonable suspicion that an employee is under the influence or impaired by alcohol or a controlled substance, he or she shall notify the fire chief or designee and provide the information of reasonable suspicion required by Article 4. Upon such notification the Chief or designee shall, if possible, observe the employee exhibiting the suspicious conduct and/or symptoms and shall interview the employee. The suspected employee shall have the right to union representation during such interview if he or she so requests, and the employee shall be advised of that right by the Chief or his/her designee prior to the interview. The employee and, if applicable, the union representative shall upon request be given copies of all available documentation of reasonable suspicion and have sufficient time to review these documents before the interview commences. During the interview the Chief or designee shall give the employee the opportunity to explain his or her condition, and the Chief or designee shall keep a record of the interview.

B. If, after observing and conversing with the employee, reviewing the reporting manager's documentation and fairly considering the employee explanation, the Chief of designee believes reasonable suspicion exists that the employee is under the influence of alcohol or controlled substance, he/she may order the employees to undergo drug screening pursuant to the following procedures. Such order shall be in writing, signed by the Chief or designee and provided upon request to the employee and/or the union.

C. If reasonable suspicion exists, the employee shall have two options if ordered to submit a drug test:

1. Submit urine/blood testing for the presence of a controlled substance and release the results to the director of Human Resources and the Department Head;

2. Decline Testing

D. If the drug test results for a controlled substance are positive, the employee will be subject to disciplinary action which may result in discharge.

E. The employee may elect to enter a drug rehabilitation program after careful review of the employee's record with the approval of the Fire Chief. If the employee completes the program the employee may be returned to his or her former position and will be subject to random testing.

F. If the employee meets the criteria for reasonable suspicion and refuses to comply with an appropriate order to submit to drug testing the employee must be advised that such refusal constitutes insubordination and that serious disciplinary action up to and including discharge may result.

ARTICLE 6: TESTING PROCEDURE

A. Employees ordered to submit a medical evaluation or drug test shall be referred to a designated medical facility. The employee shall be driven to the clinic by a person designated by the city and may be accompanied by the union or other representative if the employee chooses.

B. The employee shall produce and submit a urine sample or blood specimen or other appropriate specimen for analysis.

C. The employee can be required to submit urine samples in accordance with appropriate chain of custody procedures. The employee shall, upon request provide a blood sample or other specimen in lieu of a urine sample.

D. The employee may request that the union representative be allowed to accompany the employee to the testing site and observe the process consistent with the chain of custody procedures.

E. The collection of the specimen shall be in accordance with standard protocol procedures. All specimen containers shall be sealed with tamper-proof evidence tape and labeled with the employee's identification number in the presence of the employee and the union representative, if applicable.

F. All the testing shall be done by a laboratory certified and licensed by the state of California. Such laboratory shall perform such quality assurance measures as will ensure the accuracy of the results it reports.

G. All samples shall be tested using a screening test such as thin layer chromatography, high-pressure liquid chromatography of antibody/immunological

testing. Following the screening test all positive samples must be subject to a confirming test using gas chromatography-mass spectrophotometry (GC-MS) both samples must be determined to be "positive" on the screening and confirmatory tests to be deemed positive.

H. The standard for finding of "positive" shall be in accordance with the standards established by in the U.S. Department of Health and Human Services.

I. Using scientifically accepted protocol a sample of the urine shall be set aside for independent testing if the employees request for 180 days.

ARTICLE 7: INTERPRETING TEST RESULTS

A. The result of the urine or blood test shall be reported to the fire chief/personnel director.

B. If the results are negative, the physician or health care practitioner shall immediately report that fact to the Fire Chief/Personnel Director shall notify the affected employee. When the results are negative the employee shall be entirely vindicated of any wrongdoing related to substance abuse.

C. If the sample is positive, it may be concluded that the employee was recently exposed to the drug. Neither the city nor the physician may conclude that the individual was under the influence on the job on the basis of the test results alone. The City may consider the positive result together with the symptoms observed pursuant to Article 6 above, and form a judgment as to whether or not the employee was under the influence of alcohol or a controlled substance at the time of the test. Such conclusions shall be reported, in writing with the reasons therefore, to the employee.

D. The City shall, if requested, present the employee with a copy of all the laboratory reports including, but not limited to all test results, computer printouts, interpretations, graphs, reports and chain of custody forms and a copy of all materials upon which a disciplinary action is based. If the union and/or the employee elects not have a split sample test within 120 hours the City can proceed with appropriate action.

E. After considering the results of the split test performed for the employee, if presented, the City may impose discipline on the employee in accordance with the Article 8, below.

F. The City may discipline employees in accordance with the discipline section of

the MOU.

G. Except as provided in the item (above), the test results and other related lab test reports if any shall be transmitted directly to the Fire Chief/Director of Personnel and shall appear in an employees general personnel folder only as a sealed document. The reports or tests results may be disclosed to City Management on a strictly need-to-know basis and to the tested employee upon request. Disclosure, without patient consent, may also occur when: (1) The information is compelled by law or by judicial or administrative process; (2) The information has been placed at issue in a formal dispute between the employer and the employee; (3) The information is to be used in administering an employee benefit plan; (4) The information is needed by medical personnel for diagnosis or treatment of the patient who is unable to authorize disclosure.

ARTICLE 8 : VOLUNTARY TREATMENT OR REHABILITATION

A. Employees on their own volition may seek voluntary assistance for alcohol or substance abuse problems without prejudice. Voluntary assistance does not include situations where the substance abuse problem has been discovered by the City. An employee who seeks voluntary assistance shall not be disciplined or illegally discriminated against for seeking such assistance. Requests for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent.

B. Treatment in such programs may be covered by the employee or by the medical plan.

C. Any drug or alcohol testing performed pursuant to a voluntary treatment or rehabilitation program shall remain confidential.

ARTICLE 9: MISCELLANEOUS PROVISIONS

A. Confidentially. Results of all urine and/or blood tests performed pursuant to this agreement will be considered medical records and will be held in confidentiality to the extent permitted by law.

B. Notwithstanding any provision in this policy, the parties understand that the City may pursue administrative action based on internal investigation of off duty misconduct.

C. Interpretation of Policy. Any disputes over the meaning or application of this agreement shall be resolved pursuant to grievance arbitration procedure of the

collective bargaining agreement.

D. No Union liability or City liability. The City and Local 2434 agree to indemnify, defend each other harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by agreement to this substance abuse policy. The city shall have the exclusive right to determine whether any such claim of suit shall or shall not be compromised, resisted, defended, tried or appealed.

E. Conflict with other laws. This agreement is in no way intended to supersede or waive an employee's federal or state constitutional rights and/or protections.

ARTICLE 10: EMPLOYEE ASSISTANCE PROGRAM

The City and Local 2434 encourages the voluntary utilization of employee assistance programs (EAP). All EAP contracts are held in strict confidence by the EAP unless the employee request, through specific written release of information that the Personnel Director, Supervisor Bargaining Unit or other parties be notified.

The employee's compliance with the EAP program is voluntary. Absent just cause, the employee's job security and/or promotional opportunities will not be jeopardized by voluntary participation in the EAP or any other treatment service. Use of the program does not represent absolution for unsatisfactory job performance or conduct.

Sick leave can be made utilized for self-referral appointments during regular work hours if the employee is unable to schedule them during off work hours. Any earned leave time may be utilized for EAP participation. If an employee requires additional leave time he/she may request a medical leave of absence subject to approval by the Fire Chief.

The EAP is available for assessment, diagnosis and referral to treatment. Any employee wishing confidential assistance can call the EAP provider and arrange an appointment with a counselor.

Attachment F
Pers Valuation
(Correct footer of PERs valuation)

California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone · (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

Rick Santos, CFA, ASA, MAAA
Senior Pension Actuary, CalPERS

APR 12 2

EXHIBIT H

CITY OF TURLOCK INC. 1908

156 S. BROADWAY, SUITE 235 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5529

Turlock Firefighters, Local #2434
Side Letter Agreement

Subject: Adopting a Side Letter Agreement to amend the Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434

Term: November 1, 2013 through October 31, 2014

WHEREAS, the City of Turlock ("Employer" or "City') and Turlock Firefighters, Local #2434 ("Union") (hereinafter collectively the "Parties") have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the Parties reached an agreement in which the Union bargaining representatives agree to recommend ratification to their membership and the Employer bargaining representatives agree to recommend adoption by the City Council of the City of Turlock; and

WHEREAS, all terms and conditions of the Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 dated November 1, 2013 through October 31, 2014 shall continue in full force and effect, except as modified by this side letter agreement.

The terms of this side letter agreement are as follows:

1. **TERM:** All provisions of the 2012-2013 Memorandum of Understanding between the parties shall continue from November 1, 2013 through October 31, 2014 except as modified in this agreement.

2. **CTO BANK:** Section 8:01(j) of the 2012-2013 MOU is modify to state:

   (j) ~~The~~ On November 5, 2013, a one-time credit of fifty-six (56) hours of holiday in-lieu time will be deposited into employees CTO bank as non-FLSA CTO Holiday in-lieu time and the fifty-six (56) hours may be cashed out on December 5, 20123, at the employee's base ~~straight time pay~~ rate of pay.

3. **PERS:** Notwithstanding Section 11:00 of the MOU, during the term of this side letter agreement, November 1, 2013 through October 31, 2014, employees will pay 9% of the Employer's contribution designated as Unfunded Liability (UL) and attributable to the amendment to the PERS contract dated July 1, 2004 on the valuation dated April 6, 2011. The total 9% PERS contribution shall be deducted on a pre-tax employee basis and shall automatically terminate/sunset on October 31, 2014. The Parties' intent is that employees shall not pay more than the 9% value of the employee's PERS contribution during the term of this side letter agreement.

4. BINDING ARBITRATION: During the term of this side letter agreement November 1, 2013 through October 31, 2014, as an alternative to Advisory Arbitration, FIRE may appeal the disciplinary action to Binding Arbitration as set forth below:

Employee: The employee may appeal the decision of the pre-disciplinary hearing within ten (10) working days of receiving the notification of disciplinary action. The appeal shall be made directly to the City Manager.

City Manager: The City Manager will hold a hearing with the employee within ten (10) working days of receiving the appeal, unless the parties mutually agree to extend such hearing. Within ten (10) working days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the Department Head and shall provide notice to the employee.

Appeal: As an alternative to Advisory Arbitration identified in Attachment B to the MOU, Disciplinary Procedures, Appeal of Decision, paragraph 2, the Association may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift, or reduction-in-pay. Written Reprimands shall not be appealed to arbitration. The date of incident for which the disciplinary action is based upon shall have occurred between November 1, 2013 and October 31, 2014 to be eligible for Binding Arbitration appeal. An employee shall submit an appeal to the City Clerk's office within thirty (30) calendar days of receiving the notice of decision from the City Manager to have the matter reviewed by an arbitrator. Failure of the employee to submit an appeal within thirty (30) calendar days of receipt shall be considered a withdrawal of appeal.

Selection of Arbitrator: Upon filing of an appeal, an arbitrator may be selected by mutual agreement between the City and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

Cost of Arbitrator: The cost of employing the arbitrator shall be borne entirely by the City. All other costs such as, but limited to, attorney fees, court reporter, and transcripts shall be borne only by the party incurring that cost.

Decision of Arbitrator: The arbitration hearing shall be conducted in accordance with Government Code Section 3254.5.

The arbitrator shall determine whether to sustain, reject, or modify the disciplinary action against the employee and shall determine the appropriate remedy or disposition of the case. A copy of the written decision shall be transmitted to both parties. Service by mail to the employee's representative and to the employees last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employees personal history file. The decision of the arbitrator shall be final and binding on both parties.

5. 48-96 SCHEDULE: The 48/96 schedule was implemented on a trial basis from January 1, 2010 through December 31, 2010 and was extended from January 1, 2010 through December 31, 2011. Pursuant to this side letter agreement, the 48-96 Schedule will be extended through October 31, 2014.

6. TFL#2434 TIME BANK:

The parties agree that a Fire Unit Time Bank has been established for the purpose of authorizing Fire Unit members to request use of this time for Fire Unit business as determined by the Fire Unit President. Any use of the Fire Unit Time Bank shall be approved by the Fire Unit President prior to submission of the request. Time Bank does not include time used by the Fire Unit for meet and confer with the Department Head or City.

Time bank requests shall be submitted and approved consistent with Section VIII of the TFD A-11 policy. The Fire Unit Time Bank request shall be approved except in case of an operational necessity as determined by the Fire Chief or his/her designee.

During the first full pay period that begins in December of each year, each employee covered by this MOU shall contribute an equal amount of hours, or a portion thereof as determined by the Fire Unit, of Compensatory Time Off (CTO) to the Fire Unit Time Bank. This time, if not utilized by the Fire Unit within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cash-out, but rolled over to the next year's Fire Unit Time Bank.

The Fire Unit shall hold the City and its officers and employees harmless for transferring the CTO from employees covered by this MOU as provided for in this Section.

When a Fire Unit member is utilizing time bank hours the member will be considered off duty for all purposes; including, but not limited to, workers' compensation.

7. ADDITIONAL TERMS OF THIS SIDE LETTER AGREEMENT:

(a) During the term of this side letter agreement, November 1, 2013 through October 31, 2014, the Parties agree to meet and confer on modifications to non-economic issues, including review and modification to the disciplinary appeals process to comply with FFBORA.

(b) Sunset provision: This side letter agreement and the modifications contained herein, except for the change to Section 8:01(j) of the 2012-2013 MOU and the additional of the TFL#2434 Time Bank, shall automatically terminate (sunset) on October 31, 2014. Upon the termination/sunset of the modifications contained herein, the employee benefits modified by this side letter agreement will be restored to the benefits as they existed in the T.F.L. #2434 Memorandum of Understanding dated November 1, 2013 – October 31, 2014.

(c) Modification to this side letter agreement: The modification of the employee's contributions to benefits as set forth in this side letter agreement may be decreased from time to time in not less than six (6) month increments, in the event that there is an increase in the City's general fund revenue. Any whole percentage increase in the City's general fund revenues after revenue and expenditures are balanced will result in a proportional decrease in the employee's contribution to the benefits modified by this side letter agreement.

(d) Budget reports: City will provide to the City Council and to T.F.L #2434 a quarterly, mid-year, and annual budget report during the term of this side letter agreement.

(e) Additional concessions from employees: City will not seek additional concession from T.F.L. #2434 under the current Memorandum of Understanding or this side letter agreement. However, if the City's financial conditions worsen or if City's budgetary strategies fail to bridge the budgetary deficit in the current fiscal year or the coming fiscal years, the City reserves any and all of its management rights to lay off employees. In the event that, in City's sole discretion, layoffs become imminent, City will provide thirty (30) calendar days' notice to T.F.L. #2434. T.F.L. #2434 may request on behalf of its membership to meet and confer over other cost-cutting strategies in lieu of layoffs, which may include modification of the terms of this side letter agreement.

(f) Management rights: Nothing herein shall be construed to restrict any legal or inherent exclusive City right with respect to matters of general legislative or managerial policy, which include, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Agreement to this side letter agreement does not preclude the City from properly exercising its right to effectively manage the City, make decisions, determine the number of employees needed to perform a service, determine the mission or goal of a department or exercise any management right presently accorded to the City by law.

The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

TURLOCK FIREFIGHTERS LOCAL #2434

Mike Harcksen, President	Date
Tim Talbot, Esq.	Date

CITY OF TURLOCK

Roy W. Wasden, City Manager	Date
Sarah Tamey Eddy, Human Resources Manager	Date
Phaedra A. Norton, City Attorney	Date

RECEIVED
OCT 3 2013
City Clerk
Administrative Services

CLAIM FORM

(Please type or print)

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Turlock City Don Service Inc.

SS#: _____ **DOB:** _____ **Gender:** Male ___ Female ___

Claimant's address: 1308 W. Linwood Ave, Turlock, CA 95380

Claimant's Telephone Number(s): 209-667-0734

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: August 22, 2013

Date injuries, damages, or losses were discovered: Same

Location of incident/accident: 717 N. Broadway

What did entity or employee do to cause this loss, damage, or injury? Tree branch fell on top of company vehicle and broke windshield. Truck was Parked
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? Broken Wind Shield

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : $140.00

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☒ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? Invoice from Don's Mobile Glass.

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 9/4/13 **Signature:** _____

If signed by representative:

Print Representative's Name Jason Madruga Telephone 209-602-8155

Address 1308 W. Linwood Ave, Turlock, CA 95380

Relationship to Claimant Owner of Company

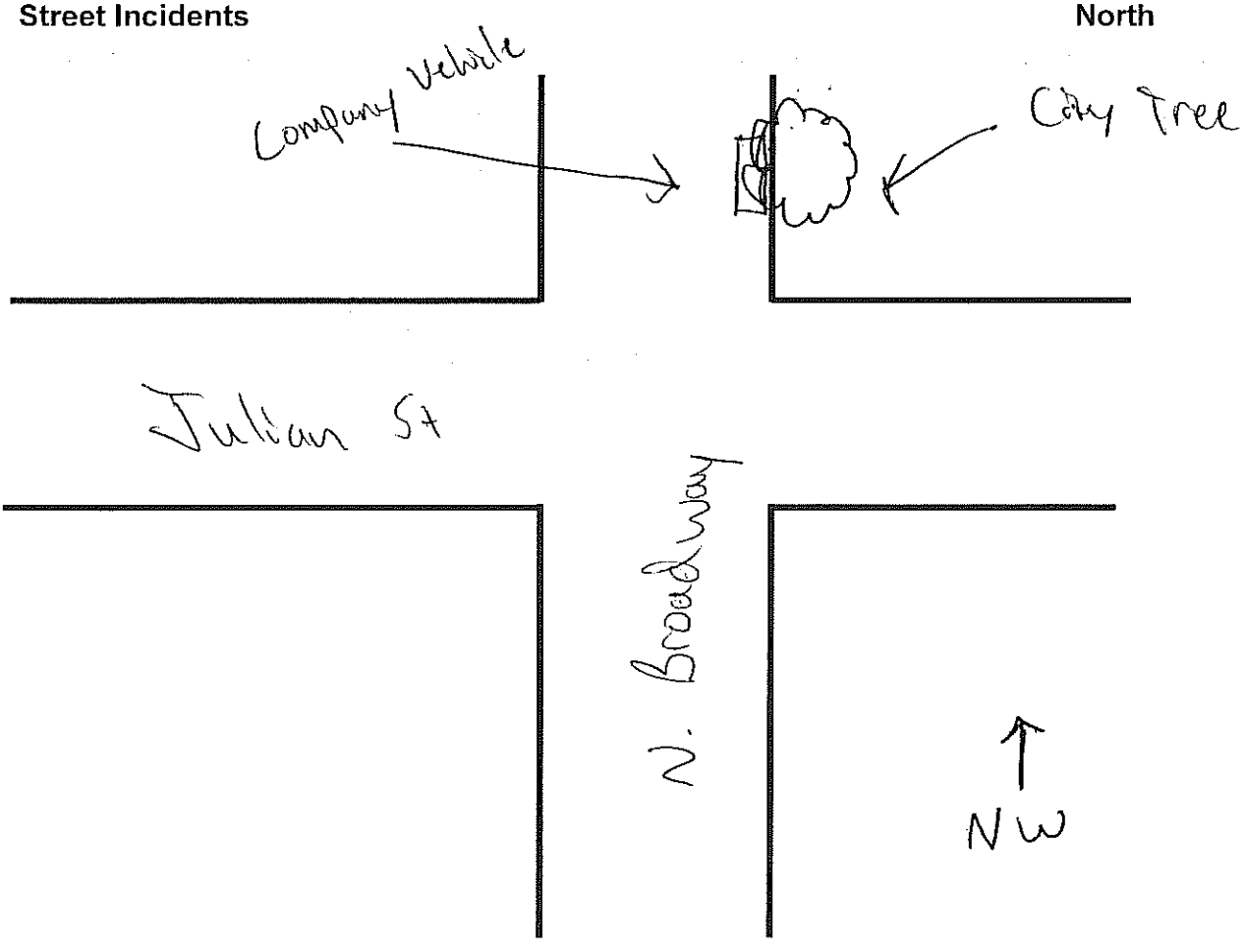
DIAGRAMS

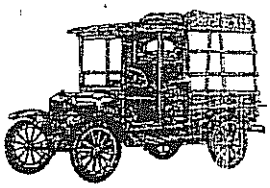
General Diagram

North

Street Incidents

North





DON'S MOBILE GLASS

14/0

375316-C17
Federal Tax ID: 94-1631634
State License: AB006607

Remit To: 3800 Finch Rd, MODESTO, CA 95357

P/O#:
Taken By: stacyv
Installer: 760

SalesRep: 275

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

Adv. Code:

Invoice: ITUR044852
Date: 8/22/2013
Time: 12:53 PM

Bill To: CITYTOW

CITY TOW
1308 W.LINWOOD AVE.
TURLOCK, CA 95380-5705

Sold To: CITYTOW

CITY TOW
1308 W.LINWOOD AVE.
TURLOCK, CA 95380-5705

(209) 667-0734 Fax: (209) 216-1957

Vehicle Information

Make: Ford | Model Style: F Series F650 2 Door Standard Cab | Year: 2007
Odometer: | VIN: | License:

Qty	Part Number	Description	List	Disc%	Sell	Total
1	100F	100 flat (Flat Rate) (3.1 Hours)	$100.00	40	$60.00	$60.00
1	HAH000004	Adhesive-(2.0,Urethane,Dam,Primer)	$15.00	0	$15.00	$15.00
1	DW01505GBYNCOM	Windshield-(Solar Controlled)	$224.35	74	$59.32	$59.32

Thank You for your patronage

Install Date: 08/22/13 01:00 PM,Required Time: 04:00 PM, Mobile Install Installer: 760

Location: TURLOCK

Instructions:

Sub Total:	$134.32
Tax:	$5.68

Customer's Signature:_____ Net 30 Days On Account: $140.00

7A

Council Synopsis

October 22, 2013

From: Michael G. Pitcock, PE, Director of Development Services

Prepared and: Presented by: Debra A. Whitmore, Deputy Director of Development Services/ Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Repealing Turlock Municipal Code Title 8, Chapter 11, regarding Capital Facilities Fees, and adopting a new Title 8, Chapter 11

2. DISCUSSION OF ISSUE:

In 1996, the City of Turlock first began exacting development impact fees to provide a funding mechanism for capital improvements identified in the General Plan. These capital improvements are required to support the future growth and development of the City without creating adverse fiscal and environmental impacts to the community. This program, known as the "Capital Facilities Fee Program", provides funding for capital improvements that generally fall into four categories- transportation, police, fire, and general government. General government includes the construction of buildings for administrative purposes, the General Plan Update Fee, and other engineering and planning studies required to implement the General Plan. The program must be developed and adopted in accordance with the California Mitigation Fee Act (Government Code Section 66000 et seq.).

The City's ordinance has been in place since 1996 and has not been amended since that date. The City of Turlock adopted a new General Plan in September 2012 which includes a list of capital improvement projects. To ensure that this new program is adequately funded, the Capital Facilities Fee Program needs to be updated. In reviewing the current ordinance, staff has determined that it is necessary to update the ordinance to reflect policies and procedures that reflect the current State Law and local practice.

The attached draft ordinance has been developed by staff for the City Council's consideration. Major features of the ordinance include:

CLEAR DEFINITIONS: Definitions have been modified and new definitions added to ensure clarity in the application of the ordinance.

ARTICULATED POLICIES: The ordinance clearly articulates the policies that staff will use to determine when fees are applied, who has the authority to make determinations, how fees are calculated, how fee credits and reimbursements are handled, and when fees are paid.

DEFERRAL PROGRAMS: The authority and process for establishing fee deferral programs are clearly described.

ALL STATE REQUIREMENTS ARE MET: The ordinance has been revised in accordance with current State Law.

The draft ordinance includes a revision requested by the Turlock Unified School District during the development of the new General Plan to exempt buildings used as a public school, college or university that is operated by public school district, community college district, or the California State University. The draft ordinance also exempts City of Turlock buildings, replacement buildings when there is no change of use, re-occupancy of buildings when there is no change of use as defined by the Fee Nexus Study, outdoor dining, residential accessory structures, and temporary structures.

Two provisions offer flexibility in the application of development impact fees. First, the City Engineer may exempt a use when it is determined that there is no increase in the demand for the facilities for which the fee is being collected. Second, the City Engineer may determine the applicable development type for the purposes of assigning a development impact fee.

3. BASIS FOR RECOMMENDATION:

A. The new General Plan, adopted in September 2012, calls for the City to adopt a Capital Facilities Fee Program to pay for the capital improvement projects identified in the Plan:

- Policy 10.4-v of the new General Plan states the City will "Undertake a reexamination of the present Capital Facility Fees and Community Facility District fee schedules to reflect changes in Public Safety facility needs identified in this Plan."

B. The Strategic Plan includes actions to establish a new CFF to mitigate the public service impacts of new development:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
d. Create a balanced, sustainable budget within thirty-six (36) months.

Strategic Plan Initiative D) MUNICIPAL INFRASTRUCTURE

Actions: a. Ensure impact fees and user rates are up-to-date.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Preparation of the ordinance amendment has had a minor impact on staff resources; however, this work effort was anticipated as part of the General Plan Update process. Adoption of the program does not require an amendment to the budget.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

Exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines. This project does not have the potential to create an adverse environmental impact.

Separately, the project is categorically exempt pursuant to Section 15273 of the CEQA Guidelines (Rates, Tolls, Fares, and Charges) which applies to the adoption of charges to obtain funds for capital projects.

7. ALTERNATIVES:

A. The City Council may choose not to adopt this ordinance. Staff does not recommend this option as the existing ordinance is out-of-date.

B. The City Council may choose to amend the policies contained with the draft ordinance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING TURLOCK MUNICIPAL CODE TITLE 8, CHAPTER 11, REGARDING CAPITAL FACILITIES FEES, AND ADOPTING A NEW TITLE 8, CHAPTER 11	**ORDINANCE NO. -CS**

WHEREAS, Government Code Section 66000 et seq., also known as the "Mitigation Fee Act", sets forth the procedures and requirements for establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency; and

WHEREAS, the City of Turlock adopted a Capital Facilities Fee ordinance, Chapter 8-11 of the Turlock Municipal Code, on May 23, 1996; and

WHEREAS, the City of Turlock desires to update the ordinance consistent with current State Law and local practice.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. REPEALED: Title 8, Chapter 11 is hereby repealed in its entirety.

~~**8-11-01 Title.**~~

~~This chapter shall be known and may be cited as the "Capital Facilities Fees Law of the City of Turlock."~~

~~**8-11-02 Purpose.**~~

~~The provisions of this chapter are adopted to promote the public health, safety, peace, morals, comfort, convenience, and general welfare of the citizens of the City and to implement the goals and objectives of the General Plan of the City. Particularly, the provisions of this chapter are adopted for the following reasons:~~

~~(a) To provide an adequate and constant method for the financing of the unfunded portion of needed capital improvements throughout the City reasonably related to projected community growth;~~

~~(b) To promote the orderly and efficient expansion of public improvements to adequately meet the domestic and economic needs of the community and to minimize adverse fiscal and environmental impacts of new development;~~

~~(c) To insure the continuation of necessary services, including, but not limited to, police, fire, and general administrative services; and~~

~~(d) To establish equitable methods for minimizing public facility and service costs to the City associated with new development.~~

~~8-11-03 Definitions.~~

~~For the purposes of this chapter and the resolutions adopted pursuant thereto, unless otherwise apparent from the context, certain words and phrases used in this chapter and such resolutions are defined as follows:~~

~~(a) "Residential development" shall mean and include any building or part of a building which is meant for human habitation and which is a dwelling, single family detached, dwelling, duplex, or dwelling, multiple family.~~

~~(b) "Commercial and industrial development" shall mean and include any building or part of a building which is to be used for a commercial or industrial purpose as defined in Title 9 of this Code.~~

~~(c) "Capital improvement" shall mean and include the following:~~

~~(1) Any building, structure, or other improvement constructed or renovated by the City upon property owned by or under its control; and~~

~~(2) Any initial equipment or piece of equipment necessary to service new growth or new development.~~

~~(d) "Unfunded costs for capital improvements" shall mean those expenses and costs which are reasonably related to projected community growth and development and which the Council determines there are not adequate City funds and/or resources to finance such improvements.~~

~~(e) "Surcharge" shall mean the portion of the capital facilities fee charged, in excess of the cost reasonably deemed necessary and related to the particular project, to allow for the construction of facilities in advance of adequate cash flow.~~

~~(f) "Capital facilities fee" shall mean the fee charged new construction to mitigate the unfunded portion of the determined impact of the development to the existing City.~~

~~8-11-04 Implementation.~~

~~(a) Annually, by August 30, the Council shall adopt a fifteen (15) year Capital Improvement Program (CIP) which shall set forth "Year One" as a component of the annually adopted budget. Years two (2) through fifteen (15) shall be the Future Capital Improvement Program.~~

~~(b) Annually, by October 30, the Council shall designate the following:~~

~~(1) Those capital improvements within the Capital Improvement Program for which there is no known, or only partial, funding available; and~~

~~(2) Those capital improvements which are necessary to support new growth and new development; and determine the total unfunded costs of such capital improvements.~~

~~**8-11-05 Fees: Establishment.**~~

~~(a) Annually, by October 30, the Council shall establish, by resolution, a capital facilities fee to be paid upon the construction of dwellings and buildings for commercial and industrial uses as defined in Title 9 of this Code.~~
~~Commercial and industrial uses which develop only a portion of a parcel shall be assessed only for that portion of the parcel being developed.~~

~~(b) Procedures shall be established by resolution of the City Council, for the collection of said fee prior to occupancy of any building.~~

~~(c) The capital facilities fee shall assess the pro rata cost for the total unfunded costs of the capital improvements necessary to support new growth and development as follows:~~

~~(1) Residential development. The proportion of the residential acreage as indicted within the Land Use Element of the General Plan shall be multiplied by the amount of the unfunded portion of the Capital Improvement Program. The resulting amount shall be divided by the expected population increase over the fifteen (15) year Capital Improvement Program to arrive at a per capita cost of the unfunded portion of the Capital Improvement Program. The per capita cost shall be multiplied by the number of persons per dwelling unit, as designed in the Land Use Element of the General Plan, to result in a per dwelling unit fee.~~

~~(2) Commercial and industrial development. The proportion of the nonresidential acreage as indicated within the Land Use element of the General Plan shall be multiplied by the total amount of the unfunded portion of the Capital Improvement Program. The resulting amount shall be divided by the expected nonresidential acreage increase over the fifteen (15) year Capital Improvement Program to arrive at a per acre cost of the unfunded portion of the Capital Improvement Program. The per acre cost shall be multiplied by the number of acres indicated on the building, use, or other permit issued by the City.~~

~~(3) General. The capital facilities fee shall be indexed with the Engineering News Record and adjusted on a quarterly basis.~~

~~(d) Annually, the Council shall set the fee, and any related surcharge, by resolution which shall become effective on January 1 of the following year.~~

~~**8-11-06 Fees: Deposit in Capital Facilities Fee Funds.**~~

~~The capital facilities fees collected pursuant to this chapter shall be placed in Capital Facilities Fee Funds which shall be comprised of four (4) accounts, Police, Fire, General Facilities, and Roadway Improvements, to be used for constructing, improving, extending, or purchasing designated capital improvements as set forth in Section 8-11-04 of Chapter 11 of Title 8 of this Code.~~

~~The City Manager shall have the authority to make loans between the Capital Facilities Fee Funds to assure adequate cash flow. Interest charged on each loan shall be the current earned interest rate.~~

~~8-11-07 Initial implementation.~~

~~Notwithstanding the time limitations of Section 8-11-04 of Chapter 11 of Title 8 of this Code, a capital facilities fee is hereby established. Such fee shall be determined in accordance with the provisions of Sections 8-1-104 and 8-11-05 of Chapter 11 of Title 8 of this Code and shall be paid as set forth in subsections (a) and (b) of Section 8-11-05 of Chapter 11 of Title 8 of this Code.~~

~~8-11-08 Fees: Credit.~~

~~The City shall credit the developer against the fees required by this chapter for the cost of constructing or purchasing a designated capital improvement from capital facility fee moneys collected when a designated capital improvement is a condition of development and when such improvement is designated for construction within the budget year in accordance with the provisions of subsection (a) of Section 8-11-05 of Chapter 11 of Title 8 of this Code.~~

SECTION 2. ADDITION: Title 8, Chapter 11 is hereby added to read as follows:

8-11-01 Title.

This chapter shall be known and may be cited as the "Capital Facilities Fees Law of the City of Turlock."

8-11-02 Purpose.

The provisions of this chapter are adopted to promote the public health, safety, peace, morals, comfort, convenience, and general welfare of the citizens of the City and to implement the goals and objectives of the General Plan of the City. Particularly, the provisions of this chapter are adopted for the following reasons:

(a) To provide an adequate and constant method for the financing of the unfunded costs of capital improvements that are reasonably related to projected community growth;

(b) To promote the orderly and efficient development of public improvements to adequately meet the domestic and economic needs of the community and to minimize adverse fiscal and environmental impacts of new development;

(c) To provide the public services necessary to support new development, including, but not limited to, police, fire, parks, and general administrative services;

(d) To establish equitable methods for distributing the costs of capital improvements to

new development; and

(e) To comply with the provisions of California Government Code Section 66000 et seq. (Mitigation Fee Act).

8-11-03 Definitions.

For the purposes of this chapter and the resolutions adopted pursuant thereto, unless otherwise apparent from the context, certain words and phrases used in this chapter and such resolutions are defined as follows:

(a) "Capital facilities fee" means the fee charged to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project consistent with Government Code Section 66000(b).

(b) "Capital Facilities Fee Nexus Study" means the technical report prepared pursuant to California Government Code Section 66000 et seq. (Mitigation Fee Act) that establishes the amount of the capital facilities fee to be included in the Capital Facilities Fee Program to be charged to development projects by development type to fund the capital improvements identified in the capital improvement plan.

(c) "Capital Facilities Fee Program" means the program adopted by the Turlock City Council that includes the amount of the fee to be charged to development projects by development type including any quarterly, annual, or five (5) year adjustments or updates.

(d) "Capital improvement" means and includes the following:

(1) Any building, structure, transportation facility, or other improvement constructed or renovated by the City upon property owned by or under its control, as well as the associated permitting, design, and inspection costs; and

(2) Any initial equipment or piece of equipment necessary to service new growth or new development; and

(3) Planning, financing, feasibility, and/or engineering studies or plans required for improvements listed in subsection (1) and (2), or to maintain the General Plan.

(e) "Capital Improvement Plan" means the list of identified capital improvements identified in the General Plan (or Master Plan) that indicates the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the capital facilities fees.

(f) "Development projects" or "Development" means the construction, alteration, or addition of any building, structure, or area, or a change of use of any existing building, structure, or area, as defined by the Capital Facilities Fee Nexus Study.

(g) "Development type" shall be the category of the use or activity that is conducted within the building, structure or area as determined by the Fee Nexus Study, such as residential, commercial, industrial, or mixed uses.

(h) "Residential accessory structure" is any permanent building or structure, enclosed or non-enclosed, that:

(1) is subordinate to and serves the principal residence; and

(2) is subordinate in area, extent, or purpose to the principal residence; and

(3) contributes to the comfort, convenience, or necessity of the residents; and

(4) is located on the same lot as the principal residence.

(i) "Temporary structure" is a structure that can be readily and completely dismantled and removed from the site between periods of actual use.

(j) "Unfunded costs for capital improvements" shall mean those expenses and costs which are reasonably related to projected community growth and development and which the Council determines there are not adequate City funds and/or resources to finance such improvements.

8-11-04 Applicability and exemptions.

(a) Except as otherwise expressly provided by this chapter, the Capital Facilities Fee Program required hereunder shall be payable by all development projects within the City and its approved Sphere of Influence for which building permits or other entitlements are issued.

(b) The following development projects shall be exempt from the Capital Facilities Fee program:

(1) Buildings used as a public school, college or university operated by a public school district, community college district, or the California State University as defined under the California Education Code, unless the fee is otherwise authorized by local, State, or federal law.

(2) Public buildings and uses owned and operated by the City of Turlock and the County of Stanislaus, unless the fee is otherwise authorized by local, State, or federal law.

(3) Reconstruction or replacement of any permitted building or structure that does not exceed the documented total floor area and there is no change in use.

(4) Re-occupancy of square footage in an existing building or structure when there is no change of use as defined by Capital Facilities Fee Nexus Study.

(5) Square footage of outdoor dining in the public right-of-way.

(6) Residential accessory structures as defined in this chapter.

(7) Temporary structures as defined in this chapter.

(8) Any development project that is not listed as exempt but which nonetheless, in the opinion of the City Engineer, does not increase the demand upon city facilities funded by the fee. The City Engineer may pro-rate the amount of the fee based upon the project's anticipated impact upon the subject facility or facilities.

8-11-05 Fee Rate and Calculation.

(a) The Council shall establish a Capital Facilities Fee Program by resolution to be paid by all development projects pursuant to the Government Code Section 66000 et seq.(Mitigation Fee Act).

(b) The Capital Facilities Fee Program adopted by the City Council shall be consistent with the provisions of this chapter and the Capital Facilities Fee Nexus Study, and shall be established and amended from time to time by a resolution of the City Council.

(c) The following shall apply to the Capital Facilities Fee Program:

(1) The amount of the capital facilities rate shall be automatically adjusted on a quarterly basis starting January 1 of each year based on the Engineering New Record Construction Cost Index.

(2) Up to five (5%) percent of the total amount of the Capital Improvement Plan may be charged to cover the ongoing administrative costs of administering and implementing the Capital Facilities Fee Program, and shall be included in the Capital Facilities Fee Program.

(3) The Capital Facilities Fee Program shall be evaluated every five (5) years following its enactment to reflect the projected revenues compared to the cost of the capital improvements identified within the capital improvement plan.

(4) For residential projects, the fee shall be established on a per unit basis based upon the land use density established in the Turlock Zoning Regulations, Title 9 of this Code.

(5) For nonresidential projects, the fee shall be based upon the predominant use of the building, structure, or area, as identified in the building permit or improvement plans, and the total square footage of the building, structure, and/or floor area.

(6) For mixed development consisting of one or more development types, the fee shall be based on the sum of the following:

(i) For the portion that is residential, the amount based on the applicable per unit

fee established pursuant to subsection (4).

(ii) For the portion that is nonresidential, the amount based on square footage of development pursuant to subsection (5).

(7) Any development on property on which a building or structure, legally in existence, was demolished or on which the use of an existing structure changes to a more intensive use shall pay a prorated fee equal to the fee calculated pursuant to this chapter that is applicable to the new development, less the fee applicable to the prior development.

8-11-06 Designation of development type.

The City Engineer, or his/her designee, shall be responsible for determining the development type to be assigned to each development project. The City Engineer shall assign such categories as consistently as possible with the definition of such categories established pursuant to this chapter.

8-11-07 Timing of fee payment.

(a) In accordance with Government Code Section 66007, or any applicable successor statues, the fee shall be charged and paid for each residential development upon the date of final inspection, or issuance of the certificate of occupancy for such residential development, whichever is earlier. However, if the fee is to reimburse the City for expenditures previously made, or if the City determines that the fee will be collected for facilities for which an account has been established and funds appropriated and for which the City has adopted a proposed construction schedule prior to issuance of the building permit for such residential development, then the fee shall be charged and paid upon issuance of the building permit for such residential development.

(b) Notwithstanding subsection (a), the fee for a residential development proposed by a nonprofit housing developer in which at least forty-nine percent (49%) of the total units are reserved for occupancy by lower income households, as defined in Health and Safety Code Section 50079.5, or any applicable successor statues, at an affordable rent, as defined in Health and Safety Code Section 50053, shall be paid in accordance with the procedures described in Government Code Section 66007(b)(2)(A)-(B), or any applicable successor statues.

(c) The fee shall be charged and paid for each nonresidential development upon issuance of the building permit for such nonresidential development.

(d) The fee shall be charged and paid for each mixed development upon the times specified in this section that apply to such mixed development. For example, if a mixed development includes residential development and nonresidential development, and the fee is to reimburse the City for expenditures previously made, or the City has made the required determination to permit requiring payment of the fee upon issuance of the building permit, and the procedures in Government Code section 66007(b)(2)(A)-(B), or any applicable successor statues, do not apply, the fee as applicable to the entire

mixed development shall be paid upon issuance of the building permit for the mixed development. If a mixed development includes residential and nonresidential development, and the fee is not to reimburse the City for expenditures previously made or the City has not made the required determination to permit requiring payment of the fee upon issuance of the building permit, the fee as to the residential portion of the mixed development shall be paid upon the earlier of the date of final inspection or issuance of the certificate of occupancy for such residential portion, and the fee as to the nonresidential portion of the mixed development shall be paid upon issuance of the building permit for such nonresidential portion.

8-11-08 Deferrals.

(a) The City Council may adopt a fee deferral program, or programs, to allow specific development types to pay capital facility fees over a period of time. The City Council will adopt the terms, duration, and applicability of the fee deferral program(s) by resolution and the program shall take effect immediately upon its adoption.

(b) The deferred amount will be subject to escalation in accordance with the provision of Section 8-11-05(c)(1) of this chapter.

(c) Interest shall be paid on the deferred amount as set forth in the City Council resolution.

8-11-09 Credits and reimbursements.

(a) The City and a developer may enter into an improvement agreement to allow the developer to construct or purchase certain capital improvements identified in the capital improvement plan. Entering such an agreement is in the City's sole discretion. Such agreement shall include security for the developer's commitment to construct the capital improvements and shall refer to this chapter for credit and reimbursement.

(b) The amount of the credit shall be based on the approved engineering cost submitted by the developer, except that said credit shall not be more than the engineering cost estimates used to establish the amount of the fee as approved by the City Engineer.

(c) Should the developer construct capital improvements in excess of the capital facility fee obligation, the developer shall be reimbursed for the difference between the amount of the credit as determined in the provision of Section 8-11-09(b) and the amount of the capital facility fee obligation for the development project. Reimbursements shall be enacted through a two-party agreement including the developer and the City of Turlock.

8-11-10 Administration.

(a) Capital facilities fees collected pursuant to this chapter shall be placed in Capital Facilities Fee Funds which shall be comprised of five (5) accounts, Police Safety Facilities, Fire Safety Facilities, General Government, Transportation, and Administration, to be used for constructing, improving, extending, or purchasing designated capital improvements as set forth in the Capital Improvement Plan of the

Capital Facility Fee Program.

(b) The City Manager shall have the authority to make loans between the Capital Facilities Fee Funds to assure adequate cash flow. Interest charged on each loan shall be based upon the Local Agency Investment Fund rate in effect at the time of the loan and shall be deposited into the account providing the loan.

(c) The City Manager, or his/her designee, shall comply with the public reporting requirements for the funds collected through this chapter pursuant to Government Code Sections 66006, or any applicable successor statues.

(d) In the fifth fiscal year following the first deposit of impact fees into a Fund, and every five (5) years thereafter, the City Council shall make the findings required by Government Code Section 66001, or any applicable successor statute, with respect to any monies remaining unexpended in a Capital Facilities Fee Fund. The City shall also comply with the provisions of Government Code Section 66001(e) and (f), or any applicable successor statues, for refunding unexpended revenues.

8-11-11 Master Plan Fee Programs.

(a) Master plan fees shall be established to pay for the cost of backbone infrastructure improvements required to support the development of a master plan area identified in the General Plan or the environmental mitigation measures identified in a master plan environmental document.

(b) Such fees shall be administered in accordance with this chapter and deposited into separate account(s) to be used for designated capital improvements as set forth in the Master Plan Fee Nexus Study and in the applicable Master Plan.

SECTION 4. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:

NOT PARTICIPATING:
ABSENT:

Signed and approved this 12th day of November, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

7B

Council Synopsis

October 22, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Wayne Clay, Water Quality Control Division Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 4, Article 14, Section 01, regarding Director Responsible for Enforcement

Resolution: Adopting the Industrial Pretreatment Program Enforcement Response Plan

2. DISCUSSION OF ISSUE:

The RWQCF receives wastewater from industrial (non-domestic) users, which have a higher potential to include pollutants that may pass through or interfere with the treatment processes, and/or may contaminate sewage sludge. Therefore, because there are several industrial users within the City, which have the potential to interfere with the treatment processes at the RWQCF, the City is required to implement an Industrial Pretreatment Program, which is intended to control potential pollutants from industrial users. The United States Environmental Protection Agency (USEPA) establishes the various responsibilities of federal, state, and local government, industry and the public in implementing pretreatment standards.

By order of the Federal Clean Water Act of 1972 and the California Water Code (Porter Cologne), the Regional Water Quality Control Board (Regional Board) and the USEPA require compliance with all applicable discharge limitations; specifically, National Pollutant Discharge Elimination System (NPDES) permit limitations. Therefore, to comply with its discharge limitations, to protect the RWQCF from pass-through or interference, to protect employees and residents, and to protect the environment, the City must ensure compliance of all industrial dischargers through federal categorical pretreatment standards, Regional Board orders, and City ordinances.

One of the most important USEPA requirements for the implementation of the City's Pretreatment Program is an effective Enforcement Response Plan (ERP) to address program non-compliance by industrial users. USEPA requires the City to identify all violations, respond accordingly and to follow-up these

violations with escalated enforcement if needed. The City's objective is to maintain compliance with the industrial users terms of their waste discharge permits; it is not the City's intent or desire to pursue punitive enforcement action when compliance is more readily achieved through mutual cooperation and assistance. Nevertheless, it is the City's obligation to investigate and respond to instances of noncompliance.

In general, the City's ERP is intended to achieve the following:

- Assessing the City's enforcement authorities in the Turlock Municipal Code
- Determining appropriate enforcement roles for personnel
- Detailing enforcement remedies for specific violations

The ERP outlines, in a step-by-step fashion, the procedures to be followed by the City to identify, document, and respond to pretreatment violations. The ERP provides guidance in selecting the initial and follow-up enforcement actions, clearly states staff responsibilities for these enforcement actions, specifies appropriate timeframes for the various enforcement steps to occur, and criteria by which the City can determine the enforcement action most appropriate to the nature of the violation.

3. BASIS FOR RECOMMENDATION:

A) The City is required by the Regional Board and the USEPA to amend the Municipal Code to comply with the City's NPDES permit limitations to ensure compliance of all industrial dischargers through Federal categorical pretreatment standards, Regional Board orders, and City ordinances.

Strategic Plan Initiative D. POLICY INITIATIVE

Goal(s): c-ii. Maintain and execute a Municipal Services Strategic Plan - Wastewater.

Actions: *Staff* a. Prepare informational report for Council: Identify problem, why it is there, what is necessary to address it.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not adopt the proposed amendments to the Turlock Municipal Code. This is not recommended. First, the amendment to 6-4-1401 has been required by the RWQCB and the USEPA. Second, the proposed amendment provides the City with an effective tool to ensure continued compliance with the regulations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 4, ARTICLE 14, SECTION 01, REGARDING DIRECTOR RESPONSIBLE FOR ENFORCEMENT	}	**ORDINANCE NO. -CS**

WHEREAS, the Regional Water Quality Control Board and United States Environmental Protection Agency require compliance with all applicable discharge limitations; specifically, National Pollutant Discharge Elimination System (NPDES) permit limitations;

WHEREAS, the adoption of the Enforcement Response Plan ensures compliance with the City's NPDES permit;

WHEREAS, the language in the Turlock Municipal Code needs to be updated to reflect the implementation of the City's Enforcement Response Plan.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 6, Chapter 4, Article 14, Section 01is hereby amended to read as follows:

6-4-1401 Director Responsible for Enforcement.

The Director is hereby charged with ~~the~~ implementing and enforce~~menting~~ the City's Enforcement Response Plan and ~~of~~ all the provisions of this chapter, as may be amended from time to time by resolution.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

OK for Agenda

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES: Councilmembers
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2013.

_____
JOHN S. LAZAR, Mayor

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE INDUSTRIAL PRETREATMENT PROGRAM ENFORCEMENT RESPONSE PLAN	**RESOLUTION NO. 2013-**

WHEREAS, the Federal Clean Water Act of 1972 and the California Water Code (Porter Cologne), the Regional Water Quality Control Board (Regional Board) and the USEPA require compliance with all applicable discharge limitations; specifically, National Pollutant Discharge Elimination System (NPDES) permit limitations; and

WHEREAS, to comply with discharge limitations and to protect the City of Turlock's Regional Water Quality Control Facility (RWQCF) from pass-through or interference, the implementation of an Industrial Pretreatment Program is required to control pollutants from industrial users; and

WHEREAS, one of the requirements for the Industrial Pretreatment Program is the development of an effective Enforcement Response Plan to address non-compliance by industrial users; and

WHEREAS, by implementing an Enforcement Response Plan, (Exhibit A), the City will ensure continued compliance of the industrial dischargers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the Industrial Pretreatment Program Enforcement Response Plan.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

EXHIBIT A

INDUSTRIAL PRETREATMENT PROGRAM: ENFORCEMENT RESPONSE PLAN (ERP)

CITY OF TURLOCK

OCTOBER 2013

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GENERAL INFORMATION

OVERVIEW

The City of Turlock's wastewater utility collects wastewater from homes, commercial buildings, and industrial facilities and transports it via a series of pipes, known as a collection system, to the Turlock Regional Water Quality Control Facility (RWQCF). Here, harmful organisms and other contaminants are removed from the wastewater so it can be discharged safely into the San Joaquin River. Generally, Publicly Owned Treatment Works (POTWs) are designed to treat domestic sewage only. However, POTWs also receive wastewater from Industrial (non-domestic) Users, which have a higher potential to include pollutants that may pass through or interfere with POTW treatment processes, and/or may contaminate sewage sludge. Therefore, because there are several Industrial Users (IUs) in Turlock, which have the potential to interfere with the treatment processes at the RWQCF, the City of Turlock is required to implement an Industrial Pretreatment Program, which is intended to control potential pollutants from IUs. The United States Environmental Protection Agency (USEPA) establishes the various responsibilities of federal, state, and local government, industry and the public in implementing pretreatment standards.

One of the most important USEPA requirements for the implementation of the City's Pretreatment Program is an effective Enforcement Response Plan (ERP) to address program non-compliance by Industrial Users (IUs). USEPA requires the City of Turlock to identify all violations, respond accordingly and to follow-up these violations with escalated enforcement if needed. The City's objective is to maintain compliance with the IUs terms of their waste discharge permits; it is not the City's intent or desire to pursue punitive enforcement action when compliance is more readily achieved through mutual cooperation and assistance. Nevertheless, it is the City's obligation to investigate and respond to instances of noncompliance.

The City of Turlock's ERP is intended to assist City personnel in using their own enforcement expertise to develop a flexible and appropriate enforcement response based upon the particular situation.

PURPOSE

The City of Turlock is required by the Regional Water Quality Control Board (Regional Board) and the United States Environmental Protection Agency (USEPA) to comply with all applicable discharge limitations; specifically, National Pollutant Discharge Elimination System (NPDES) permit limitations. Therefore,

to comply with its discharge limitations, to protect the Publicly Owned Treatment Works (POTW) from pass-through or interference, to protect employees and residents, and to protect the environment, the City must ensure compliance of all industrial dischargers through federal categorical pretreatment standards, RWQCB orders, and City ordinances.

In general, the City's Enforcement Response Plan (ERP) is intended to achieve the following:

- Assessing the City's enforcement authorities in the Turlock Municipal Code
- Determining appropriate enforcement roles for personnel
- Detailing enforcement remedies for specific violations

The ERP outlines in a step-by-step fashion the procedures to be followed by the City of Turlock to identify, document, and respond to pretreatment violations. The ERP provides guidance in selecting the initial and follow-up enforcement actions, clearly states staff responsibilities for these enforcement actions, and specifies appropriate timeframes for the various enforcement steps to occur.

Most importantly, the ERP specifies criteria by which the City of Turlock can determine the enforcement action most appropriate to the nature of the violation.

ELEMENTS OF AN ENFORCEMENT RESPONSE PLAN

According to USEPA, a comprehensive and effective enforcement response plan must:

- Describe how the City will investigate instances of non-compliance
- Describe the types of escalated enforcement actions that the City will utilize in response to all anticipated types of violations and the time periods for which the City will initiate and follow-up these actions
- Demonstrate the City's primary responsibility to enforce all applicable pretreatment standards and requirements

In addition, the plan must contain:

- Criteria for scheduling periodic inspections and/or sampling visits to Industrial Users
- Forms and guidelines for documenting compliance data in a manner which will enable the information to be used in administrative and judicial enforcement actions

- Systems to track due dates for general compliance status and pending enforcement actions
- Criteria and procedures by which responsible personnel can select and initiate an appropriate enforcement response from among those provided within the plan

LEGAL AUTHORITY

Federal Clean Water Act of 1972

24 CFR Part 403.8 (Pretreatment Program Requirements: Development and Implementation by POTW)

Any POTW (or combination of POTWs operated by the same authority), with a total design flow greater than 5 million gallons per day (mgd) and receiving from Industrial Users pollutants which Pass Through or Interfere with the operation of the POTW or are otherwise subject to Pretreatment Standards, will be required to establish a POTW Pretreatment Program unless the NPDES State exercises its option to assume local responsibilities as provided for in § 403.10(e).

California Water Code (Porter Cologne)

California Regional Water Quality Control Board Central Valley Region - Waste Discharge Requirements for the City of Turlock (Order No. R5-2010-0002)

Pretreatment Requirements

The Discharger shall implement its approved Pretreatment Program and the program shall be an enforceable condition of this Order. If the Discharger fails to perform the pretreatment functions, the Regional Water Board, the State Water Board or the U.S. Environmental Protection Agency (USEPA) may take enforcement actions against the Discharger as authorized by the CWA.

The Discharger shall enforce the Pretreatment Standards promulgated under sections 307(b), 307(c), and 307(d) of the Clean Water Act. The Discharger shall perform the pretreatment functions required by 40 CFR Part 403 including, but not limited to:

a) Adopting the legal authority required by 40 CFR 403.8(f)(1);
b) Enforcing the Pretreatment Standards of 40 CFR 403.5 and 403.6;
c) Implementing procedures to ensure compliance as required by 40 CFR 403.8(f)(2); and

d) Providing funding and personnel for implementation and enforcement of the Pretreatment Program as required by 40 CFR 403.8(f)(3)

Turlock Municipal Code

Articles 12-14 of Turlock Municipal Code Title 6, Chapter 4, outline the City's legal authority for its pretreatment program as follows:

Article 14 Enforcement
6-4-1401 Director responsible for enforcement
6-4-1402 Suspension of permit
6-4-1403 Refusal, discontinuance, or termination of sewer service
6-4-1404 Damages to facilities
6-4-1405 Public nuisance
6-4-1406 Falsifying information
6-4-1407 Corrections of violations: Collections of costs
6-4-1408 Injunctions
6-4-1409 Civil liability and penalties
6-4-1410 Administrative adjudication: Penalty: Appeal
6-4-1411 Submission of time schedule
6-4-1412 Approval of administrative decision
6-4-1413 Criminal liability
6-4-1414 Recovery of penalties

Article 12 Permitting
6-4-1201 Mandatory permits
6-4-1202 Waste Discharge Permit applications
6-4-1203 Waste Discharge Permit conditions
6-4-1204 Notification of changes in processing
6-4-1205 Duration of Waste Discharge Permits
6-4-1206 Transfer of Waste Discharge Permits
6-4-1207 Revocation of Waste Discharge Permits
6-4-1208 Confidential information

ENFORCEMENT RESPONSE - RESPONSIBLE PERSONNEL

The City has specific personnel positions that participate in the implementation of the City's Pretreatment Program. The following is a listing and description of those positions.

Environmental Compliance Inspector (ECI) – performs compliance sampling of Industrial Users and prepares samples for analysis by a contract laboratory or coordinates chemical analyses on samples in the City's wastewater laboratory. This position serves as the primary contact between SIUs and the City regarding Pretreatment Program requirements. The ECI, in consultation with the WQCM and DMS, is responsible for issuing Notices of Violations, Administrative Orders, recommending civil penalties, and publishing the annual list of significant violators.

Water Quality Control Manager (WQCM) – responsible for the operation of Turlock RWQCF, as well as oversight of the City of Turlock's Pretreatment Program to ensure compliance with all federal and state regulations.

Director of Municipal Services (DMS) – has overall responsibility within the City for water and sewer utility operations, including compliance with all federal, state, and local regulations. The DMS possesses overall responsibility for administration of all pretreatment enforcement response actions.

City Manager (CM) – has total responsibility of the operations of all City facilities, including but not limited to water and sewer utilities. The CM possesses overall responsibility for the administration of all City Ordinances and enforcement actions.

City Attorney (CA) – advises technical and managerial personnel on enforcement matters and orchestrates the judicial responses deemed necessary by the WQCM and DMS. The City Attorneys is consulted on all matters requiring legal interpretation of the Turlock Municipal Code, state and federal law, and this ERP.

CHAPTER 2 – PROCEDURES TO EVALUATE NON-COMPLIANCE

IDENTIFYING AND EVALUATING NON-COMPLIANCE

There are many activities associated with identifying and investigating non-compliance, including maintaining Industrial User inventory, reviewing nonresidential user submittals, and inspecting and sampling activities. A brief description of these activities is provided below.

INDUSTRIAL USER INVENTORY

An essential step for identifying non-compliance is identifying industrial dischargers to the City sewer system, where they are located, and the nature and volume of the industrial waste being discharged. Several City Departments assist with this task including the Finance Department (Business License Application), Public Works Department (Water and Sewer Utility Application), Building Department (Building Permit Application), and the Fire Department (Hazardous Materials Management Plan and Fire Permitting). There are other agencies that contribute to maintaining Industrial User inventory including the Stanislaus County Environmental Health Department (hazardous material storage, hazardous waste generation and restaurant inventories) and the USEPA (relating to hazardous materials storage, transport, or waste generation).

REVIEW OF INDUSTRIAL USER REPORTS

Compliance monitoring includes review of compliance data obtained from self-monitoring reports submitted to the City by Industrial Users and information obtained by the City through: 1) routine City inspections of permitted Industrial Users; 2) referral inspections (complaints); 3) routine sewer system sampling; and 4) directed sampling of sewer connections.

Pretreatment Program staff is trained to review compliance data for both discharge and non-discharge violations and provide proper notification to appropriate Pretreatment Program technical staff (Environmental Compliance Inspector).

When the initial screening suggests non-compliance, the ECI performs further data evaluation. If non-compliance is verified, then the appropriate enforcement actions are initiated.

INSPECTION AND SAMPLING

Inspection and verification sampling of IU's is the method by which Pretreatment Program staff obtain compliance data. Verification monitoring by the City is a

CHAPTER 2 – PROCEDURES TO EVALUATE NON-COMPLIANCE

Federal Pretreatment Requirement: The authority to perform verification inspection monitoring exists under Municipal Code Section 6-4-1305(a).

Inspection and verification sampling may be a result of:

- Random sampling and inspection on a routine basis
- Annual sampling and inspection of each Significant Industrial User (SIU) per 40 CFR Part 403 regulations
- Response to known or suspected compliance problems
- Investigating sources of slug loads
- Verification of corrective actions required of the user by the City

For the purpose of compliance, the City monitors wastewater from each SIU, at minimum, once per year. For the purpose of billing, the City samples wastewater, at minimum, five times per month; the IUs monthly wastewater fee is determined by four samples representing flow, production, BOD and TSS loadings.

The City requires all sampling and analysis to be performed in accordance with 40 CFR Part 136. Quality Assurance/Quality Control procedures are followed to maximize sample integrity. At least once per year, the City conducts a comprehensive inspection of each SIU. The City follows inspection procedures to ensure consistent, thorough, and well-documented inspections. Other Industrial Users are inspected to verify monitoring and record keeping requirements on a routine basis commensurate with the perceived risk posed to the City sewer system by the Industrial User. Samples may or may not be collected during the inspection of Industrial Users. Information the City collects during monitoring and inspections of Industrial Users is used to verify non-residential user compliance status, and to determine if enforcement response must be initiated or continued.

INSPECTION WARRANTS/SEARCH WARRANTS

In the event an inspector is denied access or consent is withdrawn, an Inspection Warrant may be necessary. An Inspection Warrant is a legal remedy used to conduct administrative inspections in the absence of voluntary consent. If the inspector has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate cause to believe that there may be a violation of the Turlock Municipal Code, or that there is a need to inspect or sample the user's facilities as part of a routine inspection and sampling program of the City (TMC Section 6-4-1305(a)) designed to verify compliance with the Turlock Municipal Code or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Director may seek issuance of an Inspection Warrant duly issued pursuant to the procedure set forth in Title 13 (commencing with Section 1822.50) of Part 3 of the California

Code of Civil Procedure and amendments thereto. However, in the event of an emergency affecting the public health or safety, an inspection may be performed without consent or the issuance of a warrant.

In the event an inspector is denied access or consent is withdrawn and criminal violations are suspected, the inspector collects and documents as much information as possible prior to the denial or withdrawn consent and notifies the Water Quality Control Manager of the circumstances. The Water Quality Control Manager then confers with the Municipal Service Director and City Attorney for direction. If a Search Warrant is believed necessary, then the City or the Stanislaus County District Attorney's Office may obtain the Search Warrant. The Environmental Compliance Inspector will then contact the appropriate individuals from the City Attorney's Office and/or the District Attorney's Office and the Stanislaus County Department of Environmental Health for procedures and instructions.

ENFORCEMENT TOOLS: TYPICAL ENFORCEMENT ACTIONS

The City has developed formal enforcement procedures to address discharge violations. These procedures provide users with the opportunity to respond in a timely manner, to correct non-compliant conditions, or to appeal actions or decisions made by the City. Variances from established procedures may occur, depending on the individual case, with approval of the Water Pollution Control Manager.

Table 1 – Enforcement Responses

Enforcement Response	Authorized Personnel
A. Phone Call	ECI, WQCM
B. Written Warning	ECI, WQCM
C. Informal Meeting	ECI, WQCM
D. Formal Mitigation Meeting	ECI, WQCM, DMS
E. Notice of Violation*	ECI, WQCM, DMS, CA
F. Compliance Order with Time Schedule Order	ECI, WQCM, DMS, CA
G. Administrative Citation (Civil Penalties)	ECI, WQCM, DMS, CA
H. Cease and Desist Order	ECI, WQCM, DMS, CA
I. Waste Discharge Permit Revocation	DMS, CA
J. Termination of Service	DMS, CA
K. Criminal Penalties	DMS, CA
L. Publication	ECI, WQCM, DMS
Reference ECI - Environmental Compliance Inspector WQCM - Water Quality Control Manager	DMS – Municipal Services Director CA - City Attorney

Verbal Warning is generally issued for an isolated non-significant violation. In this case the Environmental Compliance Inspector notifies the Industrial User that a violation occurred and directs the user to take corrective actions. This notification serves as the enforcement action. Written documentation of a Verbal Warning (such as a Telephone Log) will be documented in the City's file for the specific Industrial User. The ECI may schedule additional inspections and/or sampling, or may elect to implement more stringent enforcement action. A more stringent enforcement action may be the issuance of a Warning Letter or Notice of Violation (NOV) in place of a Verbal Warning in cases where there have been previous recent violations for the same parameter and according to the guidelines. Initiation of enforcement action beyond a Verbal Warning must be reviewed and approved by the Environmental Compliance Inspector.

Written Warning is issued by the Environmental Compliance Inspector (ECI) either by mail, in person, or electronically. The typical purpose of a Written Warning is to formally document non-significant incidents and to clarify the required response or corrective action that the IU must implement. The written warning shall state the provision(s) violated and the facts alleged to constitute the violation and may include any proposed corrective actions or monitoring to be required. A compliance date for the violation is included in the Written Warning; the compliance time can range from immediate to 30 days depending on the severity of the violation. The ECI shall use the best professional judgment in establishing compliance dates. Follow-up inspections shall be used to verify compliance on the due date stated in the inspection report.

Informal Meeting is used to bring the User and the City together to clarify any issue(s) related to the user's violation, permit, or conditions levied upon the user by the City. This meeting is for informational purposes only and does not carry any penalties.

Formal Mitigation Meeting may be used by the Environmental Compliance Inspector when an IU has been issued a Written Warning and has failed to achieve compliance. The purpose of the meeting is for the Environmental Compliance Inspector to discuss with the user their violation(s) and the potential consequences for not achieving compliance after the issuance of a Written Warning. This meeting provides an opportunity to educate the user about their violation(s) and affords an opportunity to present potential mitigation options to the user to achieve compliance before a Notice of Violation is issued.

Notice of Violation (NOV) is issued for a significant violation and applies when there is evidence of neglect or intent to harm. The NOV documents the type of violation that occurred and directs the Industrial User to identify and correct the

cause of the violation. The IU is required to respond in writing, within thirty days, describing the cause of the violation and the corrective actions taken.

Compliance Order and Compliance Schedule (TMC § 6-4-1411)

When the City finds that a discharge of waste has been taking place in violation of prohibitions or limitations prescribed in the Turlock Municipal Code or of a Waste Discharge Permit, the City may require issuance of a Compliance Order that details specific actions that the Industrial User shall take in order to prevent or correct the violation(s), including a time schedule for compliance. Compliance Orders are implemented when severe violations occur or when previous violations appear to remain uncorrected as evidenced by repeated violations. Compliance Order and Compliance Schedules are completed when all tasks are completed and consistent compliance is achieved. An IU's Wastewater Discharge Permit may be modified to include the provisions of a Compliance Schedule.

The Compliance Order is developed and written by City personnel and may involve input from the Industrial User. The purpose of the Compliance Order is to compel uncooperative or non-compliant IU's to achieve compliance. Compliance Orders may also contain other requirements, as deemed reasonably necessary and appropriate, to assure timely compliance. Compliance Orders may require the installation of pretreatment technology, additional self-monitoring or management practices, Compliance Schedule with milestones, submission of action plans, appearance by the user at a specific time and place for a compliance meeting, or other measures necessary to achieve and maintain compliance. The Compliance Order may have a monetary penalty according to the enforcement penalty schedule.

The Compliance Schedule constitutes a written agreement between the City and a violating user and may be issued at any time after finding a violation of the TMC. Such agreement may be in the form of a Compliance Schedule with milestones, other specific actions to be taken by the user to correct or prevent the non-compliance within a specified time period, payment of damages, monetary penalties, fines, or other remedies.

A Compliance Order and Compliance Schedule may be developed when:

- The IU exceeds the permitted discharge limit for any Toxic Pollutant or violates any Municipal or California State Hazardous waste limit

- The IU has a pH violation of less than or greater than specified in their Waste Water Discharge Permit

- The IU has demonstrated a pattern of non-compliance. A pattern of non-compliance would include:

    1. The IU has been listed in accordance with the Regional Water Board Standard Provisions (1991) as inconsistently achieving compliance or as having significantly violated applicable pretreatment requirements for two consecutive quarters for the same parameter
    2. An Industrial User has four or more NOVs in a six-month period for any code violation
    3. Failure to respond to a NOV within 45 days of due date

Violations that occur during implementation of a Compliance Schedule, and which involve the parameter(s) addressed by the Compliance Schedule, may be documented through enforcement actions of a lesser degree than indicated in the City's Enforcement Response Guide, if short-term measures have been implemented to prevent violations.

If a facility is under a Compliance Schedule and receives an enforcement action less than what is called for in the procedures, the Environmental Compliance Inspector must write the following on the enforcement action approval form:

1. The enforcement action is less severe than the procedural requirement because the Industrial User is under a Compliance Schedule; and
2. Reference the specific compliance meeting

This process allows for the documentation of all violations without over penalizing an Industrial User who is actively working to correct the violation.

ESCALATED ENFORCEMENT ACTIONS

Almost all cases of non-compliance are corrected by following the routine types of enforcement actions listed above and in the Enforcement Response Guide. In those cases where non-compliance is not corrected, the next step in the escalation of enforcement action is the issuance of an Administrative Order (AO). The types of Administrative Orders include, but are not limited to:

- Administrative Citation
- Increase in Monitoring
- Cease and Desist Order
- Waste Discharge Permit Revocation
- Termination of Service

All Administrative Orders are generated by the Municipal Services Director, or designee, with the advisement of the City Attorney's Office. If the user does not comply with the enforcement action, then the City Attorney's office may issue an enforcement action for the Administrative Order that was issued. Additionally, the Industrial User may be referred to the District Attorney's Office for criminal prosecution.

For case referrals, the City Attorney is consulted and assists the Municipal Services Director in developing the referral document. The City's authority to initiate administrative, civil, or criminal enforcement responses is pursuant to 2-11-104, 6-4-1409, 6-4-1410 and 6-4-1413 of the Turlock Municipal Code.

In rare instances, when a discharge reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons, it may be necessary to immediately suspend an Industrial User's discharge permit (after notice and opportunity to respond). In the event of an IU's failure to voluntarily comply with the suspension order, escalating action, such as immediate severance of the sewer connection may be initiated. Further, whenever a user is in severe violation, the Industrial User's water service provided by the City may also be severed. Service will only recommence, at the industrial user's expense, after it has satisfactorily demonstrated its ability to comply.

In addition to the above, violations of California State Hazardous Waste limits may be referred to the Stanislaus County District Attorney.

Administrative Citations
(Civil Liability / Administrative Adjudication TMC §6-4-1410)

On July 26, 2011, the City Council approved the Administrative Citation Ordinance (Ordinance No. 1152-CS), which establishes a procedure that provides an additional civil legal remedy that allows for Turlock Municipal Code violations to be processed in a civil manner, thereby providing a quick and efficient code enforcement process and avoiding the necessity of a criminal prosecution. The Ordinance provides an effective tool in dealing with any violations of the City Code.

Whenever an Enforcement Officer, charged with the enforcement of any provision of the Turlock Municipal Code (in this case the Environmental Compliance Inspector), determines that a violation of that provision occurred, the Enforcement Officer shall have the authority to issue an Administrative Citation to any person responsible for the violation.

If the responsible party fails to correct the violation(s), subsequent Administrative Citations may be issued for the same violation(s). The amount of the fine(s) shall increase at a rate specified in Section 2-11-104 of the Turlock Municipal Code.

The penalties assessed for each violation cited shall be as follows:

1. First Administrative Citation - a warning
2. Second Administrative Citation – one hundred dollars ($100.00) for each violation cited.
3. Third Administrative Citation within a 12 month period – two hundred dollars ($200.00) for each violation cited
4. Fourth or subsequent Administrative Citation within a 12 month period- five hundred dollars ($500.00) for each violation cited

Payment of the fine(s) shall not excuse the failure to correct the violation(s) nor shall it bar further enforcement action by the City. All fine(s) assessed shall be payable to the City of Turlock unless otherwise directed on the citation. An Administrative Citation may be issued for multiple violations. Each violation constitutes a separate offense for which a separate penalty may be imposed. The aggregate amount of penalties imposed for each violation cited will be set forth on the Administrative Citation.

Fines shall be paid to the City within 30 days from the date of the Administrative Citation. Payment of a fine shall not excuse or discharge any continuation or repeated occurrence of the code violation that is the subject of the Administrative Citation.

An Administrative Citation may be served by personal delivery on any person determined to be responsible for the violation; if the responsible person can be located. If the Enforcement Officer cannot readily locate a responsible party for personal delivery of an Administrative Citation, then the citation may be served by priority mail, postage prepaid, confirmation/proof of delivery requested, addressed to a location reasonably calculated to give notice to the responsible party of the Administrative Citation.

Any recipient of an Administrative Citation may contest that there was a violation of the Code or that he or she is the responsible party by completing a Request for Hearing form and returning it to the City Clerk's Office within 30 days from the date of the issuance of the Administrative Citation, together with the fine amount, or a receipt of payment. A Hearing Officer is then appointed by the City Clerk and a hearing is scheduled and conducted pursuant to the City's adopted procedures for Administrative Citation Hearing.

After the Hearing Officer has heard and weighed all the evidence, a written ruling must be made. A contesting party found liable must pay the fine. The Hearing Officer may set out a fine payment schedule.

The Enforcement Response Guide indicates the fine amount based on the severity of the violation. Note that the fine schedule is a guide – depending on the severity of the violation; fines may be increased within the limits set forth in Section 2-11-104 of the Turlock Municipal Code.

Increase in Monitoring

As a result of certain discharge violations, there may be a need to increase sampling and inspections to verify that the violation has been corrected. The magnitude of the violation will dictate how many follow-up samples and inspections will be needed. Additional inspections may be conducted until the violation is corrected. One follow-up sample will also be taken within 45 days by the City.

Pursuant to TMC 6-4-1307(a)(4), within thirty (30) days of discovering the violation, the User shall resample and submit a report of the results of the resampling to the City. Resampling is not required if the City performs monitoring at the user's facility at least once a month or between the time of the user's initial sampling and the time when the user receives the results of the initial sampling.

For violations that escalate to at least a Notice of Violation (NOV), the following minimum sampling schedule will be established:

- The City will resample once within 45 days and again within 90 days; and
- The Industrial User will be required to sample within 60 days of the violation

If any of the follow-up sampling shows violations, then this sampling frequency will continue until the Industrial User achieves compliance. In addition to the sampling, follow-up inspections will be conducted to verify that the violation has been corrected.

Cease and Desist Order (Suspension of Waste Discharge Permit)

The Municipal Services Director has the authority to suspend the IU's waste discharge permit under two distinct scenarios:

- *Imminent danger to public health, the environment, or the POTW.* EPA regulations and TMC Section 6-4-1402(a) require immediate halt to any discharge that presents an imminent danger to public health, the environment, or the POTW. The TMC authorizes the City to take

appropriate action to provide the level of protection necessary and terminate the discharge

- *When an IU has failed to correct objectionable conditions previously identified in a written notice.* Turlock Municipal Code Section 6-4-1402(b) authorizes the Director to suspend a Waste Discharge Permit if objectionable conditions listed in a notice to correct the objectionable conditions are not corrected within the time stipulated

A Cease and Desist Order may be issued immediately upon discovering any such violation and direct those users or persons in non-compliance to take such appropriate remedial or preventive action as may be deemed necessary to eliminate a continuing or threatened violation, including halting operations and terminating a discharge. A Cease and Desist Order shall include the provision violated and the facts constituting the violation. Pursuant to the enforcement penalty schedule contained in the City's Administrative Citation Ordinance, a Cease and Desist Order shall have a monetary penalty.

When an IU's Waste Discharge Permit has been suspended, the IU must immediately discontinue the discharge of waste, pollutants and effluent, and shall not resume the discharge until the Waste Discharge Permit has been reinstated or a new Waste Discharge Permit has been issued.

Waste Discharge Permit Revocation

The Director may revoke any Waste Discharge Permit if the Industrial User is in violation of any provision of the Turlock Municipal Code or of the Waste Discharge Permit. These violations include but are not limited to: falsification by User of information required by this Chapter; User's denial to the City of the right of entry when conditioned in the industrial user permit; User's failure to re-apply for an industrial user permit or request a required permit modification; User's failure to pay required permit fees or charges; or User's discharges in violation of this Chapter. The validity of the Waste Discharge Permit shall be conditioned upon Industrial User's compliance with the provisions of the Turlock Municipal Code or the Waste Discharge Permit. The Director may revoke the Waste Discharge Permit upon a minimum notice of fifteen calendar days when the Director finds that user violated any provision of Turlock Municipal Code or Waste Discharge Permit. Within the fifteen days prior to the intended permit revocation, the Director shall make a hearing available to the Industrial User. All costs for Waste Discharge Permit revocation and reissuance will be paid by the User.

Termination of Service

The Director may immediately order a User to cease discharge of wastewater to City's collection system and POTW, and may suspend wastewater disposal and treatment service for such User in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, or causes interference to the POTW or City's collection system, or causes the City to violate any condition of its NPDES permit, or if the User has failed to obtain a valid industrial user permit. If the User fails to comply voluntarily with the suspension order, the Director shall take such steps as deemed necessary, including immediate severance of the sewer service lateral connection, to prevent or minimize damage to the POTW or collection system, or endangerment to any person or the environment. All costs for terminating service shall be paid by the User. All costs for re-establishing service shall be paid by the User.

Criminal Liability

Pursuant to Turlock Municipal Code Section 6-4-1413, it shall be unlawful for any person to intentionally or negligently fail to comply with or violate any provisions of this chapter or Waste Discharge Permit conditions as set forth in this chapter or any provision of federal or state law which governs discharges.

Any user which willfully or knowingly violates any provision of this Chapter, or any orders or permits issued hereunder shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed $1,000 or imprisonment for not more than six months, or both, per violation per day. This penalty shall be consistent with the Federal Clean Water Act, 33 U.S.C. 1251, *et seq* and amendments thereto, and shall apply to the exclusion of any other more lenient provision in the Turlock Municipal Code. A user shall be guilty of a separate violation for each day a violation of any provision of the Turlock Municipal Code Waste Discharge Permit is committed or continued by such user.

Any Industrial User that willfully or knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to Turlock Municipal Code or the Industrial User's Waste Discharge Permit, or which falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required by the Turlock Municipal Code or the Industrial User's Waste Discharge Permit shall, upon conviction, be guilty of a misdemeanor punishable by a fine of not more than one thousand dollars per violation per day or imprisonment for not more than six months, or both, per violation per day.

This penalty shall be consistent with the Federal Clean Water Act, 33 U.S.C. 1251, *et seq* and amendments thereto, and shall apply to the exclusion of any other more lenient Chapter provision.

Any user that is discovered having committed violations of the Federal Clean Water Act, 33 U.S.C. 1251, *et seq* may be referred to the United States Environmental Protection Agency – Criminal Investigations Division and the United States Department of Justice for investigation and criminal prosecution.

Publication

The names of all significant industrial users which are found to be in significant noncompliance with this Chapter shall be published at least annually in a newspaper of general circulation that provides meaningful public notice within the City, in accordance with 40 CFR 403.8(f)(2)(viii) and amendments thereto. The City is required to publish annually all significant violators for the preceding year in the local newspaper. A significant violator is defined as any IU that is in Significant Non-Compliance (SNC) in any quarter during the year. IUs in SNC are also reported to the RWQCB and EPA in pretreatment program semi-annual reports.

Appeals

Any IU, permit applicant, or permit holder may appeal any decision made by the City pursuant to §1-4-01(b) of the Turlock Municipal Code.

ENFORCEMENT RESPONSE GUIDE

One of the responsibilities of the Environmental Compliance Inspector is to identify instances of non-compliance and to take appropriate enforcement action. The ECI is trained to select an enforcement response commensurate with the violation detected as listed in the Enforcement Responses in Table 1. A matrix outlining minor and major violations and the corresponding levels of enforcement actions is found in Appendix A. The City of Turlock uses the following criteria in an effort to objectively evaluate and document instances of non-compliance and determine which level of enforcement action is appropriate.

1. Magnitude of the violation. The severity of the enforcement action depends on the seriousness of the violation and/or harm caused to the City's POTW, personnel, public, or the environment. Minor violations are issued correction notices and written warnings; repeat discharge violations are issued a Notice of Violation; repeat non-discharge Ordinance violations are issued a Notice of Violation; and chronic violations are issued Consent Orders or

Compliance Orders. If an IU has incurred Significant Non-Compliance, as defined, then the enforcement response may include a Notice of Violation, Compliance Order, Cease and Desist Order, Civil Penalty Order, or a Show Cause Hearing. Violations may range from relatively minor to very serious. Examples of minor violations are: (a) a report submitted late; (b) a numerical pretreatment standard exceeded by ten percent or less. Examples of serious violations are: (a) refusal to submit reports; (b) reports thirty days past due; (c) numerical pretreatment standard exceeded by twenty percent for priority pollutants or by forty percent for conventional pollutants. Refer to the technical review criteria contained in the Significant Non Compliance definition. City staff should thoroughly investigate the cause of serious violations and accurately document findings in the event that the information is required as evidence in an administrative hearing or court of law.

2. Duration of the violation. The length of time a violation has existed without being corrected will also impact the level of enforcement response. Violations that are not corrected within 30 days after the IU has been required to comply shall result in the commencement of escalating enforcement beginning with a Notice of Violation. Violations that are easily and quickly corrected and are not major violations shall require minimum enforcement (e.g. correction notice or written warning). The longer a discharge violation remains uncorrected shall result in escalated enforcement actions up to and including termination of service and/or civil/criminal prosecution. The longer a discharge violation remains uncorrected shall result in the issuance of a consent or Compliance Order and civil and/or criminal actions. Isolated violations can usually be readily determined and corrected by the IU. Persistent minor violations may indicate a more serious problem that is not readily corrected, such as inadequate pretreatment facilities. Another cause may be inadequate operational procedures or maintenance, in which case City staff should work with the industry to effect improvements. If additional pretreatment facilities are required for compliance, the City may require suspension of discharge until adequate facilities are installed to meet compliance.

3. Effect of the violation in compliance with discharge permit. RMC and discharge violation(s) could place the IU in Significant Non-Compliance (SNC) as defined in 40 CFR 403.8. If SNC is detected, an appropriate Administrative Order is issued and the SIU is published in the area's largest circulating newspaper on an annual basis. If the violation is serious enough, the industrial user permit could be revoked, sewer service terminated, and penalties and fines levied pursuant to RMC Chapter 14.12.

4. Effect of the violation on the operation of the POTW and/or the collection system. If a user's wastewater discharge affects the wastewater treatment ability of the POTW resulting in interference or pass through, the beneficial reuse of POTW sludge, the integrity of the collection system, or threatens the safety of City personnel and the public, then the user will be responsible for all damages incurred, including all penalties and fines that may be imposed on the City by regulatory agencies pursuant to RMC Chapter 14.12. The User will also be issued an Administrative Order commensurate with the violation including permit suspension or revocation, termination of service and civil and/or criminal actions.

5. Compliance history of the User. The level of enforcement is also impacted by the compliance history of the user. A more severe enforcement action is warranted if the Industrial User has a history of violations with ineffective corrections, repeated violations caused by negligence, and willful or negligent disregard for achieving compliance. A good compliance history achieved by the user's conscientious, expeditious, and determined efforts to achieve compliance may warrant a less strict enforcement action.

6. Good Faith by the User. "Good Faith" is defined as the user's honest intention to remedy the non-compliance together with actions that give support to the intention, e.g. expenditures for pretreatment equipment or contracting of consultants to correct the non-compliance. Good Faith will not eliminate the necessity for an enforcement action to correct violation(s) but may have an effect on the severity of the enforcement action taken to achieve compliance. Congress expressed the efforts expected.

   "The Act requires industry to take extraordinary efforts if the vital and ambitious goals of the Congress are to be met. This means that business-as-usual is not enough. Prompt, vigorous, and in many cases expensive pollution control measures must be initiated and completed as promptly as possible. In assessing the good faith of a discharger, the discharger is to be judged against these criteria. Moreover, it is an established principle, which applies to this act, that administrative and judicial reviews are sought on the discharger's own time."

7. Type of pollutant. If an IU violates a pretreatment standard for a highly toxic pollutant, enforcement response is generally at a higher level than for a violation involving a conventional pollutant.

Table 2 - Enforcement Response Guide for Reporting Violations

Nature of Violation	Personnel	Enforcement Responses
Denial of entry	ECI, Police	Obtain inspection warrant and return to IU.
Failure to report spill - no harm[1]	ECI, WQCM	Inspection; Warning Letter.
Failure to report spill - results in harm[1]	ECI, WQCM, DMS	NOV, recover cost, follow-up inspection, follow-up sampling, fines.[2]
Failure to report spills (no harm) repeatedly	ECI, DMS, CA	Warning Letter, NOV, compliance schedule, penalties[2]
Falsifying information	WQCM, DMS, CA, City Council	Fine of not more than $10,000, imprisonment in County Jail for not more than six months, or both.
Improper signature or certification	ECI	Phone call or Warning Letter, 10 days to comply.
Improper signature or certification after notice by City	ECI, WQCM	Step 1 - NOV Step 2 - Adjudication hearing or citation.
Failure to submit required information by due date	ECI	Warning Letter, 15 days to comply.
Failure to submit required information after 2nd notice due date	ECI, WQCM	Step 1 - NOV Step 2 - Public notification, Adjudication hearing or citation.[2]
Failure to submit reports within 30 days of due date	ECI, WQCM	Step 1 - NOV for significant non-compliance & annual publication. Step 2 - AO or citation.[2]
Permit application not received by due date	ECI	Phone call, warning letter, one week to submit application.
Permit application failed 2nd due date	ECI, WQCM	May give IU additional time (final deadline) if IU is preparing application in good faith and Permit has not expired.

Nature of Violation	Personnel	Enforcement Responses
Permit application not submitted by final deadline	WQCM, DMS	Permit not issued or renewed. IU not authorized to continue regulated discharge to POTW.

Reference

ECI - Environmental Compliance Inspector
WQCM - Water Quality Control Manager
DMS – Director of Municipal Services
CA - City Attorney

[1] Harm is any violation of the NPDES Permit / WDRs, IU's Discharge Permit, Storm Water Regulations, applicable federal categorical pretreatment standards, or any of the prohibited discharges listed in 40 CFR 403.5.

[2] Continued failure to comply may result in compliance time schedule, cease and desist order, administrative order issuance, citation, and/or civil and/or criminal penalties.

Table 3 - Enforcement Response Guide for Discharge Violations

Nature of Violation	Personnel	Enforcement Responses
Illegal discharge - no harm[1]	ECI	Warning Letter, follow-up sampling.[2]
Illegal discharge - results in harm[2]	ECI, WQCM, DMS, CA	NOV, public notification, AO, citation, civil and/or criminal penalties.
Illegal discharge - results in Significant Non Compliance: Chronic or Technical criteria	ECI, WQCM, DMS, CA	NOV, follow-up sampling, public notification, AO, citation, civil and/or criminal penalties.
Illegal discharge - continued	ECI, WQCM	NOV and Compliance schedule, follow-up sampling [2]
Illegal discharge as a result of no valid permit or authorization	WQCM, DMS, CA	Cease and desist order, citation, civil and/or criminal penalties.

Reference

ECI - Environmental Compliance Inspector
WQCM - Water Quality Control Manager
DMS – Director of Municipal Services
CA - City Attorney

[1] Harm is any violation of the NPDES Permit / WDRs, IU's Discharge Permit, Storm Water Regulations, applicable federal categorical pretreatment standards, or any of the prohibited discharges listed in 40 CFR 403.5.

[2] Continued failure to comply may result in compliance time schedule, cease and desist order, administrative order issuance, citation, and/or civil and/or criminal penalties.

APPENDIX A – ESCALATED ENFORCEMENT MATRIX

This tabulated enforcement designates several enforcement options for different types of violations or non-compliance. City staff will select the appropriate response from the Enforcement Response Guide once a violation has been detected.

The Environmental Compliance Inspector (or designee) must use their best professional judgment in selecting a response for any given violation(s) based on the factors presented in this Enforcement Response Plan. The Water Quality Control Manager and/or Municipal Services Director must approve all enforcement actions recommended by City staff. Implementation of the Enforcement Response Plan must be consistent so that existing and potential Industrial Users will not be able to cite inconsistency or arbitrary enforcement as a defense for their own non-compliant actions.

Note that any of the violations tabulated in the Enforcement Response Guide may also be subject to Administrative Citations and Fines.

APPENDIX B – ACRONYMS AND DEFINITIONS

ACRONYMS

AO Administrative Order
BOD Biochemical Oxygen Demand
CFR Code of Federal Regulations
CWA Clean Water Act
ERG Enforcement Response Guide
ERP Enforcement Response Plan
IU Industrial User
NOV Notice of Violation
NPDES National Pollutant Discharge Elimination System
POTW Publicly-Owned Treatment Works
RCRA Resource Conservation and Recovery Act
RWQCF Turlock Regional Water Quality Control Facility
SNC Significant Non-Compliance
TRC Technical Review Criteria
TSS Total Suspended Solids
USC United States Code

DEFINITIONS

Administrative Citation: Enforcement action that assesses monetary penalties for non-compliance.

Administrative Order (AO): Enforcement document that directs an Industrial User to undertake or to cease specified activities. An Administrative Order may incorporate compliance schedules, time frames, administrative penalties, and termination of service orders.

Administrative Orders may include:

Finding of Non-compliance: A written notice instructing an Industrial User to identify and correct causes of non-compliance.

Consent Order: Documents non-compliance and includes actions required to be accomplished by specific dates. Consent orders are developed during Compliance Meetings and both parties agree to terms.

Compliance Order: Directs an Industrial User to achieve or restore compliance by a date specified in the order. A compliance order is often a stipulated agreement that may include a Compliance Schedule, the payment of monetary penalties, or cost recovery for and the imposition of fines when milestones are not met.

Cease and Desist Order: Directs an Industrial User to cease illegal or unauthorized discharges immediately or to terminate discharge altogether.

Termination of Service or Permit Revocation: A notice delivered to a an Industrial User serving notification of the intent to revoke its Wastewater Discharge Permit or the termination of service.

Civil Action: An order, hearing, or other action by the presiding court. Such orders may include penalties.

Compliance Inspection: An inspection to determine compliance status and to identify practices, which may lead to non-compliance. Compliance inspections are not normally scheduled.

Compliance Meeting: A meeting between the City and an Industrial User to discuss the causes of non-compliance, corrective actions to achieve compliance, and time frame for implementing corrective actions.

Compliance Schedule: A timetable in which an Industrial User will implement corrective actions in order to achieve consistent compliance.

Consistent Compliance: No more than one parameter in violation and that value was less than twice the most stringent limit. Additionally, within 45 days of the nonresidential user having been notified of the violation, the Industrial User has identified and corrected the cause of the violation and verified compliance through testing for that parameter.

Control Authority: The entity directly administering and enforcing Pretreatment Standards and Requirements for Industrial Users. The City of Turlock is the Control Authority for the City of Turlock Pretreatment Program.

Conventional Pollutant: Any pollutants listed in 40 CFR Part 401.16 "Conventional Pollutants". This section lists the five conventional pollutants as: biochemical oxygen demand (BOD), total suspended solids (TSS), pH, fecal coliform, and oil and grease.

Criminal Action: Similar to civil action, but the charges are for criminal neglect that may include fines and or penalties.

Domestic Wastewater: 1) wastewater from normal residential activities including, but not limited to, wastewater from kitchen, bath and laundry facilities; or 2) wastewater from the personal sanitary conveniences (toilets, showers, bathtubs, fountains, noncommercial sinks, and similar structures) of commercial,

industrial, or institutional building, provided that the wastewater exhibits characteristics that are similar to those of wastewater from normal residential activities. Specifically excluded from this definition is wastewater from commercial, industrial, or institutional laundries or food preparation facilities.

Fines: Monetary penalties imposed by the court or by the City for violation of discharge regulations.

Good Faith Effort: Prompt and vigorous pollution control measures undertaken by an Industrial User which show that extraordinary efforts have been made to achieve compliance. Good faith may also be defined as the user's honest intention to remedy its non-compliance coupled with actions, which give support to this intention. (See USEPA's *Guidance for Developing Control Authority Enforcement Response Plans* 4.1.6)

Inconsistent Compliance: Any one parameter that exceeded twice the most stringent limit and when re-sampled within 30 days of the date the Industrial User is notified of the violation, is found to be in compliance, and does not fall within the significant non-compliance classification.

Industrial User (IU): Any Industrial User that discharges industrial wastes to the sanitary sewer system.

Interference: A discharge, which alone or in conjunction with a discharge or discharges from other sources, both:

1. Inhibits or disrupts the WWTP, its treatment processes or operations, or its sludge processes, use or disposal; and

2. Therefore is a cause of a violation of any requirement of the City's NPDES Permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued there under (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act [RCRA], and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxics Substances Control Act, the Marine Protection, Research and Sanctuaries Act.

Notice of Violation (NOV): An official notice that a violation of discharge regulations has occurred. A written response to the NOV identifying causes of the violation and corrective actions taken to prevent recurring violations is required within thirty days of the mailing date.

Significant Non-Compliance (SNC): Significant non-compliance (as defined in 40 CFR Part 403. 8(f)(2)(vii)), is a compliance status in which one or more of the following is found:

- Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent or more of all the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter

- Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH)

- Any other violation of a pretreatment effluent limit (daily maximum or long-term average) that the Control Authority determines has caused, alone or in combination with other industrial users, interference or pass through (including endangering the health of POTW personnel or the general public)

- Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR Part 403.8(f)(1)(vi)(B) to halt or prevent such a discharge

- Failure to meet, within ninety days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance

- Failure to provide, within thirty days after the due date, required reports such as baseline monitoring reports, ninety day compliance reports, periodic self- monitoring reports, and reports on compliance with compliance schedules

- Failure to accurately report non-compliance

- Any other violation or group of violations, which the Control Authority determines, will adversely affect the operation or implementation of the local Pretreatment Program

- When any action by the industrial user meets one or more of the criteria for Significant Non-Compliance (SNC) the Industrial User shall be designated SNC, and reported in the Semiannual and Annual Pretreatment Program reports, and published in the newspaper annually

Toxic Pollutant: Any pollutant listed in 40 CFR Part 401.15 "Toxic Pollutants". This section lists sixty-five pollutants and their compounds as toxic pollutants.

Verbal Warning: A documented warning communicated to the industrial orally. The violation is usually slight or within the range of analytical error.

7C

Council Synopsis

October 22, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Adding Turlock Municipal Code Title 5, Chapter 25, prohibiting Automated Secondhand Dealer Kiosk (ASDK) machines, or any similar devices or machines, which buy back personal electronic devices

2. DISCUSSION OF ISSUE:

The issue for consideration before the Council is whether to prohibit ASDK machines and any similar device or machine that buys back personal electronic devices – to prevent the availability of quick cash in exchange for stolen electronic equipment.

An ASDK is a kiosk machine that allows people to sell their cell phones, MP3 players, tablets and other electronic devices in exchange for an immediate cash distribution or charitable donation. There is no limit to the number of devices or transactions a person may conduct at a kiosk. The only current known version of the ASDK machine is marketed and managed by the EcoATM Corporation in San Diego, CA. Because ecoATM machine are the only current model of the ASDK on the market, much of this staff report will reference the ecoATM machines.

EcoATM Corporation uses specialized technology to assess the value of a given device that a "customer" might want to sell. The value assigned to a customer's personal electronic device is based on model, condition, and value in the secondary markets. EcoATM's website (http://ecoatm.com) boasts that newer devices in good working condition may generate as much as $300 from the kiosk transaction.

The ecoATM machines require the consumer to swipe a valid government issued ID, provide a valid thumbprint, and allow the machine to take their photograph. In addition, whenever "technically possible," ecoATM also logs the serial number of each personal electronic device involved in a transaction. According to their website, ecoATM creates and sends a report to local law enforcement including the consumer's ID, fingerprint, photograph, and the device's serial number (when

included) of the device sold. Additionally, the machine can reportedly check local law enforcement databases for stolen phones before validating the transaction.

EcoATM machines, however, do not have the technology to verify whether the ID, fingerprint, and photograph belong to the person completing the transaction and whether that person is the true owner of the device being sold. Further, there are technological and legal ramifications in allowing an outside source to query Turlock Police Department databases when filtering serial numbers. The lack of verification processes include:

- EcoATM Corporation does not employ facial recognition software to match the consumer's government issued ID with the photograph taken on the day of the transaction. The company does claim to remotely oversee every transaction with a person in a central location, using advanced video streamed "face-to-face" verification.

- EcoATM does not have the ability to match the consumer's fingerprints with a valid government issued ID.

- There is no security consideration for thieves who could use third parties or middlemen to complete transactions.

- EcoATM cannot verify a device's serial number to check for, and ultimately return, stolen phones. If the thief were to alter or make a serial number unreadable, there is no verification process.

- Even if the ecoATM could query Turlock Police Department's databases, ecoATM will not determine a device is stolen if the thief took the phone from outside of the City or before the device was reported stolen.

Investigation of this issue revealed information that there has been a marked increase in theft of personal electronic devices in cities permitting ecoATM machines. Law enforcement agencies across the country cite the instant cash feature of the ecoATM machines as a major draw for thieves and note the shortcomings of the machines' security features. Examples of increased theft of personal electronic devices in cities permitting ecoATM machines include:

- A Washington Post article from March 22, 2013, documented that the Washington D.C. police reported 40% of all forced robberies in the last year involved cell phone theft. In a recent investigation, the D.C. police discovered six stolen cell phones inside ecoATM machines. In another investigation, they video recorded thieves using an elderly woman as a middleman to complete the ecoATM transaction (http://articles.washingtonpost.com/2013-03-22/business/37919147_1_cellphone-theft-smartphone-market-phone-thefts).

- In a news report from April 6, 2013, El Cajon Police expressed concern about ecoATM machines contributing to the rise in cell phone theft. Two teenagers, ages 14 and 15, were arrested for six cell phone thefts in which the teenagers sold the phones to ecoATM machines for quick cash.

- In that same report, San Diego police reported a marked rise in cell phone theft since installation of ecoATMs. From January 2011 to March 2013, there were 270 cell phone thefts on the streets of San Diego and some of the stolen phones were later found inside ecoATM machines. http://www.utsandiego.com/news/2013/apr/07/tp-thieves-using-phone-recycling-kiosks/).

- In May of 2013, news anchors Jeff Rossen and Avni Patel from the Today Show on NBC tested the security features of ecoATM in one of their "Rossen Reports" specials (http://www.today.com/news/cash-phone-atms-may-fuel-violent-crime-top-cop-says-1C9858818). The reporters sent two NBC producers to two different ecoATM machines and told them to switch their government issued driver's licenses/IDs. Although the producers looked nothing like the pictures on their switched ID's, both ecoATM machines approved the respective transactions and dispensed cash for the deposited phones.

As stated above, ecoATM is the only known ASDK system on the market currently. The Company, though, has reported significant profits since its inception in 2008. In fact, the company just sold in July of 2013 for $350 million. With significant profits, It is inevitable that additional ASDK companies will follow suit.

Theft of personal electronic devices is already a growing problem in the City, even without the addition of ASDK machines. Theft of electronic devices nationwide has become more prevalent with the thefts ranging from simple thefts of opportunity to significant and violent beatings of victims in the process of stealing their devices. Currently, there are no ASDK machines in the City of Turlock. It is reasonable to conclude, though, that the adverse effects of ASDK machines on the public health, safety and welfare of other cities could likely occur in the City of Turlock if the city does not prohibit the machines.

The draw of illicit gain that the ASDK machines offer could far outweigh the benefits the machines might provide. The security features of the current ASDK machines have failed to properly deter the criminal element or significantly aid in the prosecution of thieves that might abuse the service.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: Not specifically addressed in the City's Strategic Plan. Adoption of the ordinance, though, would prevent the introduction of the ASDK

machines, better preserving the public health, safety, and welfare or our community.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: There is no fiscal impact to the City as a result of introducing and adopting the ordinance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A. Decline to add the Municipal Code section and continue to operate as is.

B. Require staff to draft an alternative Municipal Code to address unanswered questions or Council concerns.

(e) EcoATM machine security features cannot successfully detour thieves. The machines do not have the technology to verify whether the valid government issued ID, fingerprint, and photograph collected by the machine belong to the person completing the transaction, or whether the person is the true owner of the device being sold.

(f) There is no security device ASDK machines could currently install to catch thieves who use third parties or "middlemen" to complete transactions.

(g) Currently, there are no ASDK locations in the City of Turlock. It is reasonable to conclude, however, that the adverse effects of ASDK machines on public health, safety, and welfare experienced in other cities would likely occur in the City of Turlock, if the city does not prohibit the machines.

(h) The draw of illicit gain that the ASDK machines could offer would far outweigh the benefits the machines might provide.

(i) The security features of the ecoATM machines have failed to sufficiently deter the criminal element or significantly aid in the prosecution of thieves that might abuse the service.

5-25-03 Automated secondhand dealer kiosk (ASDK) machines and other similar machines prohibited.

No person shall locate, operate, own, suffer, allow to be operated or aide, abet, or assist in the operation of any ecoATM machine or other similar device or machine within the City of Turlock.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of November, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 14th day of November, 2013.

_____

JOHN S. LAZAR, Mayor

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California

8A

Council Synopsis

October 22, 2013

From: Michael G. Pitcock, PE, Director of Development Services

Prepared and Presented by: Debra A. Whitmore, Deputy Director of Development Services/Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the staff report on StanCOG's Proposed Regional Housing Needs Allocation (RHNA) Methodology

2. DISCUSSION OF ISSUE:

Background

The State of California requires each city to prepare a Housing Element as part of its General Plan. The purpose of the Housing Element is to encourage the provision of affordable and decent housing in all communities to meet Statewide housing goals. The Housing Element lays out the strategies, policies, programs and projects that are required to meet the specific housing needs of the City of Turlock in the short-term, as opposed to the long-term 20 year goals in the Land Use Element of the General Plan. It is based upon a thorough assessment of housing need that examines population and employment growth trends, the condition of the current housing stock, housing conditions, and the needs of special communities, such as the elderly, disabled, large families, farmworkers, single-parent households, and the homeless.

A major part of the housing needs assessment is the evaluation of the City's ability to produce housing to meet the housing targets established by the Stanislaus Council of Governments in the Regional Housing Needs Assessment (RHNA) report. The RHNA establishes the minimum number of housing units that each jurisdiction within the county needs to accommodate for the specified planning period, distributed across all income categories. This is to ensure that growth is being accommodated for each income group within the City. Through its Housing Element, the City is responsible for identifying sites with the capacity to achieve at least this minimum number of housing units for each category.

The process of developing the Housing Element starts roughly two years before the Housing Element is due, with the development of the Regional Housing

Needs Determination by the State Housing and Community Development Department (HCD). Once the initial projection of housing needs by income category is prepared, HCD begins a discussion with the region through the StanCOG on the assumptions used to develop that projection. The Valley Vision Steering Committee has been the primary technical body working with StanCOG staff during these discussions.

The current adopted housing elements cover the planning period between January 1, 2007 and June 30, 2014. The next cycle will cover the planning period between January 1, 2014 and September 30, 2023, a 9.75-year period. With the passage of SB 375 in 2008, the planning period has lengthened slightly (approximately 2.5 years) compared to past housing element cycles to coordinate with the schedule for adoption of the Sustainable Community Strategy, a required element of StanCOG's Regional Transportation Plan (RTP). Because the planning period falls within, but does not directly correspond with, the longer range 30-year projection of housing that StanCOG uses in the RTP, the housing projections are typically interpolated to arrive at a housing projection for the Housing Element process.

StanCOG began its discussions with HCD earlier this year for the new Housing Element planning period. The initial projection transmitted to StanCOG was to add 37,000 housing units to Stanislaus County, considerably higher than the 19,700 projected by StanCOG over the 9.75-year period. The final number issued by HCD in late September is 21,330, after extensive negotiation with HCD. The income categories estimated by StanCOG are:

RHNA Income Categories	
Income Category	**Estimated Income Ranges [1]**
Very Low (Up to 50 Percent of Median Income)	Up to $25,330
Low (Between 51 and 80 Percent of Median Income)	$25,330 - $40,540
Moderate (Between 81 and 120 Percent of Median Income)	$40,540 - $60,810
Above Moderate (Above 120 Percent of Median Income)	$60,810 and up
Estimated Median Household Income	**$50,671**

(1) Stanislaus County Median Household Income and estimated RHNA percentages by income category based on U.S. Census, 2007-2011 American Community Survey

In preparing its Regional Housing Needs Allocation Methodology (the first step in developing the Regional Housing Needs Assessment), StanCOG has developed

several methods for distributing both total housing units and affordable housing units. For total housing units, StanCOG has recommended that the total number of housing units be distributed in proportion to the StanCOG's projection of total housing adopted in the Regional Transportation. Then the percentage of affordable units (a total of very low and low income categories) would be distributed to each agency using one of several alternative methodologies, which will be discussed in greater detail below. The resulting allocations for each city are depicted in the table below.

Table 1: 2014 - 2023 RHNA Methodologies Summary Table

Jurisdiction	Total RHNA (Net New Housing Units 1/1/2014-5/30/2023)	Affordable Allocations							
		Regional Income Parity Methodology (Proposed Methodology)		Jobs/Housing Adjustment		Existing Capacity Adjustment		Fair Rate Methodology	
		Affordable Units	Percent or Total RHNA	Affordable Units	Percent or Total RHNA	Affordable Units	Percent or Total RHNA	Affordable Units	Percent or Total RHNA
Ceres	2,571	1,021	39.73%	832	32.37%	1,029	40.03%	1,033	40.20%
Hughson	218	87	39.84%	62	28.37%	99	45.53%	88	40.20%
Modesto	6,361	2,537	39.88%	2,662	41.85%	2,707	42.55%	2,557	40.20%
Newman	778	305	39.22%	217	27.93%	305	39.25%	313	40.20%
Oakdale	1,247	517	41.42%	474	38.01%	462	37.04%	501	40.20%
Patterson	2,491	1,044	41.91%	1,226	49.24%	745	29.91%	1,001	40.20%
Riverbank	1,280	527	41.16%	375	29.31%	599	46.82%	515	40.20%
Turlock	3,619	1,439	39.77%	1,691	46.73%	1,443	39.88%	1,455	40.20%
Waterford	525	215	40.96%	153	29.09%	219	41.72%	211	40.20%
Unincorporated County	2,240	883	39.40%	883	39.40%	967	43.15%	901	40.20%
Total	21,330	8,575	40.20%	8,575	40.20%	8,575	40.20%	8,575	40.20%

Based upon the City's last annual Housing Element progress report, the City of Turlock has capacity for approximately 2,000 housing units under the rules and interpretations established by HCD. In their certification of the Turlock's Housing

Element, HCD did not count roughly 50% of the infill sites available in the City. Had these sites been included, the City would probably have sufficient sites to accommodate up to 3,500 housing units (as cited in the General Plan).

Comparing the availability of sites to the range of targets in the table, Turlock does not appear to have sufficient sites to accommodate the HCD target of 3,619 total housing units for the 9.75-year period. If HCD would recognize all of the infill capacity within the City, the City would be much closer to meeting its target for total housing units, but still might not reach HCD's target.

The table also shows four options for allocating the target for "affordable" units (very low and low income). The current "affordable" capacity allowed by HCD, from the current Housing Element, is 1,440 units. Three of the methodologies, including the StanCOG staff recommended "Regional Income Parity Methodology", would result in an allocation very close to the City's inventory of affordable units. The "Jobs/Housing Adjustment" would allocate approximately 250 more affordable units than are available in the City's current estimated inventory.

The City of Turlock's updated Housing Element for the 2014 to 2023 planning period is due to the State Department of Housing and Community Development by September 30, 2015.

Public Review and Comment Period

State Law requires StanCOG to circulate the proposed allocation methodology for a 60-day review period. This provides the cities and the county the opportunity to suggest changes and preferences in the allocation methodology. The purpose of this staff report is to provide the City Council with the opportunity to review staff's recommended comments and preferences, and make modifications, additions or deletions. Staff is requesting the City Council delegate the authority to finalize the City's comments to the City Manager.

Staff Evaluation of Proposed Methodologies and Suggested Comments

As a member of the Valley Vision Stanislaus Steering Committee, staff has had the opportunity to provide input to StanCOG as the attached report was being prepared. The report reflects the combined input of all of the jurisdictions in Stanislaus County. In providing input, a few key principles emerged that guided staff's comments.

It's important to understand that this Housing Element update cycle is being initiated at a time when the housing market has been unable to produce additional housing due to the severe recession that coincided with the last

Housing Element planning period, 2007 to 2014. The Valley is only now starting to see glimmers of the housing market coming back. The housing target for Stanislaus County was just over 25,000 units, yet the market has delivered only 3,800 units. That leaves a huge inventory of available sites, assuming that every jurisdiction was able to demonstrate their target could be achieved without annexing additional territory. Due to the high priority that Turlock and the county in general has placed on the preservation of agricultural land, staff believes that it is important to take advantage of this capacity and ensure that the distribution formula does not "force" a city or county to annex additional land in order to meet its housing target.

Based on this very simplistic calculation and without consideration of the distribution of housing by income category, it is theoretically possible for the region to accommodate the target for the 2014 to 2023 planning period based upon the currently adopted Housing Elements among all of the agencies. This has actually been confirmed by StanCOG through a separate evaluation. It is also reflected in the methodology, called "Existing Capacity Adjustment," that shifts the number of affordable units to jurisdictions that have the capacity to absorb them without having to find additional available sites (annexations or rezones). Although the calculation has not been done for total units, it is very possible that the same adjustment could be used for total housing units.

Base Methodologies

Staff has expressed support for both the "Regional Income Parity Model" and the "Flat Rate Methodology" as base methodologies. The differences between the two are very slight because all of the cities and the county are very similar in the percentage of households that fall into the affordable income categories.

The "Regional Income Parity Model", which is supported by StanCOG staff at this time, reflects the policy in State Housing Law that strives to avoid burdening communities with high levels of lower income households, with a higher proportion of affordable housing requirements. In the past, the regional allocation formulas were often based on the proportion of lower income households living within a community. As a result, those communities that already had accommodated a high level of affordable housing received a higher share of the region's affordable housing target, concentrating lower income housing in certain communities. This methodology would help to reverse that trend by allocating affordable units based on the inverse of the proportion of low income households within a community. So, Turlock, with a higher than average proportion of lower income households, receives an allocation of affordable housing units derived from a proportion that falls below the regional average.

The "Flat Rate Methodology" assigns the regional average percentage of affordable units to all cities and the county. This was the methodology used in the last Housing Element cycle.

Adjustment Factors

StanCOG has also presented two possible adjustment factors – jobs/housing balance and existing capacity.

Jobs/Housing Adjustment: Staff does not support the "Jobs/Housing Adjustment" for several reasons. First, staff believes that it is "double counting". StanCOG's projection, which provides the basis for the allocation of total housing units, already factors in jobs/housing balance. This means that the total affordable units allocated through one of the base methodologies would already be higher in those communities with a higher proportion of jobs. Staff does not feel that a further adjustment needs to be made through the allocation process.

Second, the adjustment is not applied to the County of Stanislaus that has a comparatively high level of job growth and does have capacity for housing. In fact, the County has an excess of housing capacity based upon its currently adopted Housing Element. As such, we cannot support the formula as proposed.

Existing Capacity Adjustment: Staff has supported this adjustment factor but does not support applying as a mathematical exercise, as proposed in the report. Staff believes that the results of this adjustment should be presented to the StanCOG Policy Board and an agreement reached among the agencies to "trade" units to match the available capacity of each jurisdiction. Staff supports this on the principle that the Housing Element should not require an agency to annex territory or change land use designations unless it is absolutely necessary. In addition, we think this evaluation should occur not only for affordable units but for total units. Hopefully, the agencies with capacity to absorb both total units and affordable units would be willing to do so, to help other agencies that are potentially looking at very difficult Housing Element update processes to find ways to accommodate HCD's target.

CONCLUSION

Staff is seeking direction from the City Council as to whether they concur or disagree with these comments. Comments on the Proposed Regional Housing Needs Allocation Methodology Report are due to StanCOG by 6:00 p.m. on November 20, 2013.

3. BASIS FOR RECOMMENDATION:

A. Pursuant to Government Code Section 65580 et. seq., cities and counties are required to prepare a Housing Element to demonstrate how they will use their powers to ensure that adequate and safe housing is available to all segments of the community. The Housing Element was due to the State Housing and Community Development Department by September 30, 2015. The Housing Element must be amended into the Turlock General Plan as it is one of the State-mandated elements of a general plan.

B. **Intelligent, Planned, Managed Growth-** calls for the completion of the General Plan and Housing Element.

Strategic Plan Initiative: F. INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): d. Provide for housing diversity

l) Include affordable housing

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None; however, preparation of the Housing Element will require the use of in-house resources and has been included in the FY 2013-14 Budget.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

Exempt pursuant to Section 15061(b)(3) (General Rule) of the CEQA Guidelines. This project does not have the potential to create an adverse environmental impact.

7. ALTERNATIVES:

A. Council may wish to modify or add comments. (Staff is seeking the City Council's direction to prepare comments on StanCOG's Proposed Regional Housing Needs Allocation Methodology.)

StanCOG
Stanislaus Council of Governments

City of Ceres • City of Hughson • City of Modesto • City of Newman • City of Oakdale • City of Patterson
City of Riverbank • City of Turlock • City of Waterford • County of Stanislaus

September 20, 2013

RE: Stanislaus Council of Governments (StanCOG) Proposed Regional Housing Needs Allocation (RHNA) Methodology

The Stanislaus Council of Governments (StanCOG), as part of the Fifth Cycle Regional Housing Needs Assessment (RHNA) process--which spans from January 1, 2014 to September 30, 2023--has developed a Proposed Methodology and alternative methodologies for review and consideration by the public and the Policy Board. StanCOG presents this package as part of a 60-day public review and comment period pursuant to Government Code Section 65584.04. The public comment period will commence on September 21, 2013 and conclude on November 20, 2013.

StanCOG staff proposes to use the Regional Income Parity Methodology for this fifth cycle as it best meets the objectives of the RHNA Allocation process by ensuring an equitable distribution of the affordable housing across the region, taking into consideration each jurisdiction's current level of affordable housing.

Secondarily, StanCOG Staff offers Alternative Methodology #1, Flat Rate Methodology, in which each jurisdiction receives an equal share of affordable housing from this Determination. This methodology was used during the fourth cycle RHNA, 2007 - 2014. This methodology meets StanCOG's and the State's criteria by providing an equitable distribution of the affordable units across the region. Staff has also prepared Alternative Methodologies #2 and #3 to provide additional allocation methods for the public to review and consider. These additional methodologies emphasize different planning objectives and provide options for the reviewing public.

StanCOG's Valley Vision Stanislaus (VVS) Steering Committee, comprised of representatives from each local jurisdiction as well as representatives from our standing advisory committees, has previously reviewed the enclosed RHNA methodologies.

The StanCOG Policy Board is anticipated to consider the proposed Methodology for adoption at their regularly scheduled meeting on Wednesday, November 20, 2013, at 6:00 pm.

Please submit all comments to Jaylen French at 1111 'I' Street, Suite 308, Modesto, California 95354 or jcfrench@stancog.org. Further information regarding this process may be obtained by visiting the StanCOG website www.stancog.org or by contacting the StanCOG office at 209/525.4600.

Stanislaus Council of Governments' Proposed RHNA Methodology

RHNA Process Overview

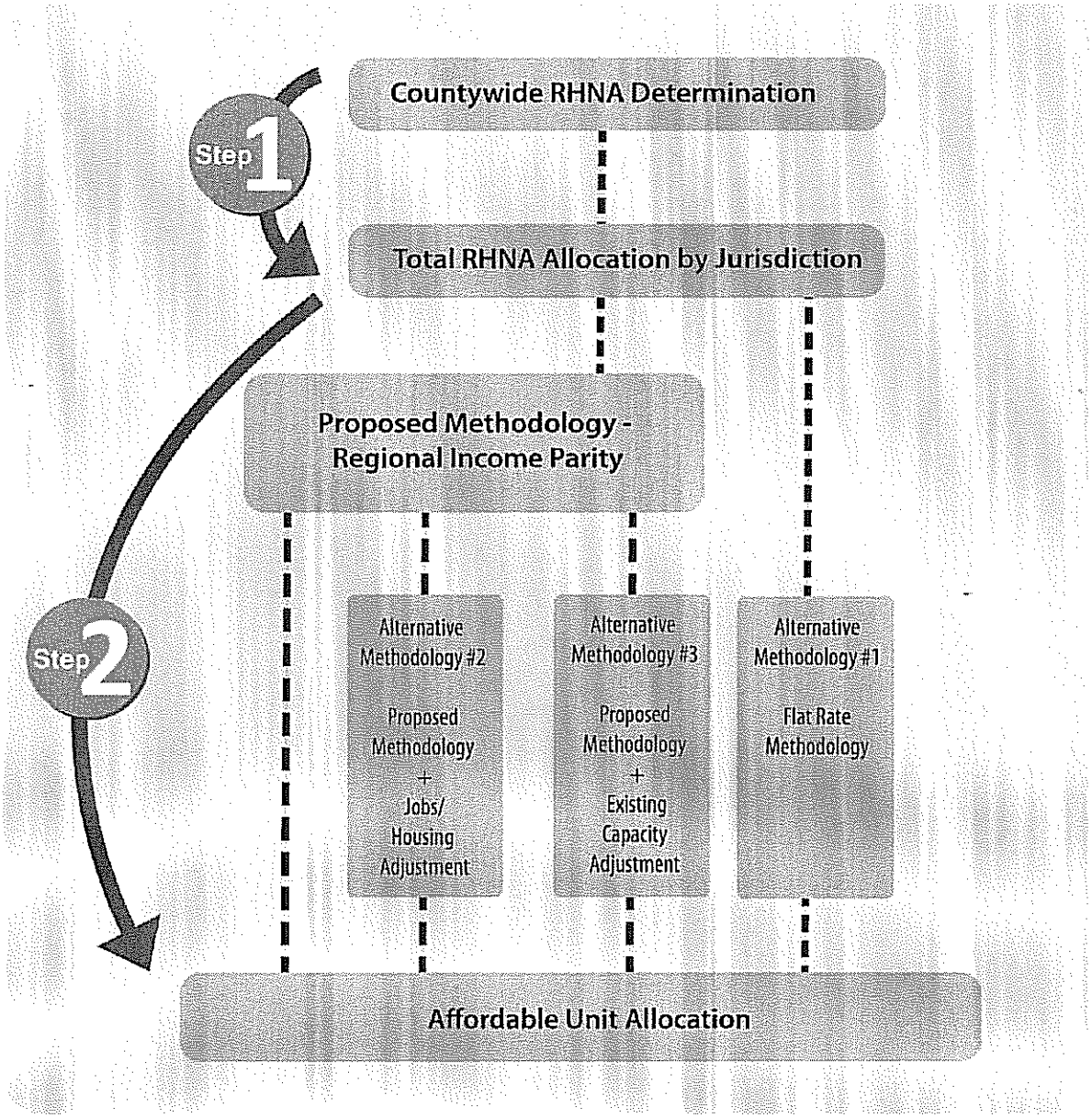
State housing element law assigns the responsibility for preparing the Regional Housing Needs Assessment (RHNA) for Stanislaus County jurisdictions to the Stanislaus Council of Governments (StanCOG). StanCOG, and other California councils of government, undertake the RHNA process prior to each housing element cycle. State housing element law (Government Code Section 65584(d)) states that the RHNA must be consistent with the following four objectives:

1. Increase the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in all jurisdictions receiving an allocation of units for low-income and very low-income households.
2. Promote infill development and socioeconomic equity, the protection of environmental and agricultural resources, and the encouragement of efficient development patterns.
3. Promote an improved intraregional relationship between jobs and housing.
4. Allocate a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category based on the most recent decennial United States census.

Preparing and adopting a methodology for distributing the RHNA determination to each jurisdiction in the region is the basis for the Regional Housing Needs Plan. The adopted methodology must be consistent with the aforementioned objectives of State housing element law. The methodology, ultimately adopted by the StanCOG Board, must be a formula for distributing housing elements across four income categories (i.e., very low, low, moderate, and above moderate) to each jurisdiction in the county. This memorandum and the Proposed RHNA Methodology will focus on the 'affordable' units portion of the Allocation (i.e., the two lowest income categories combined; 'very low-income' and 'low-income'). The final Regional Housing Needs Plan will outline the RHNA Allocation across all four income categories.

This RHNA covers a 9.75-year projection period from January 1, 2014, to September 30, 2023. The RHNA methodology process, illustrated in Figure 1, is divided into two steps: 1) calculating the total RHNA allocation by jurisdiction, and 2) calculating the affordable housing allocation (i.e. methodology). *(Note: the methodologies use the draft RHNA determination of 23,150 provided by HCD).* The remainder of this memorandum describes the Proposed Methodology.

Figure 1: Preparing the Alternative RHNA Methodologies



The starting point (Step 1) for the proposed RHNA methodology is the housing unit forecast adopted by the StanCOG Policy Board, which has been used in development of the Draft RTP/SCS. Under all methodologies, each jurisdiction receives the same total number of housing units based on the housing unit forecast. The difference in the methodologies is the allocation of the affordable units (i.e., very low and low-income units). See Attachment A for more detail about the Total RHNA Allocation.

Regional Income Parity Methodology (StanCOG's Proposed Methodology)

The Regional Income Parity Methodology reflects the underlying objectives of State housing law through consistency with StanCOG's SCS growth pattern and through equitable distribution of affordable housing among the jurisdictions within the region. It establishes a trendline for each jurisdiction to determine the percentage of new housing units which must be affordable in order for all jurisdictions to achieve "regional income parity" (i.e., an equal percentage of affordable housing units) by the year 2050. Jurisdictions that currently have a higher proportion of lower-income households compared to the current regional average will receive a lower proportional share of affordable units. Conversely, jurisdictions that currently have a lower share of lower-income households compared to the regional average will received a higher percentage of the 'affordable' units from this RHNA Determination.

Proposed RHNA Methodology Summary

A summary of the proposed RHNA methodology can be found in Table 1, below. The table summarizes the Total RHNA Allocation and 'Affordable' Allocation for each jurisdiction.

A more detailed explanation of the Proposed Methodology and three alternative methodologies, prepared as part of this process for public review and consideration, can be found in Attachment A. Each methodology uses the current draft RHNA determination of 23,150 provided by HCD. Please note, the RHNA determination is not yet final, and is therefore subject to change.

TABLE 1:
Proposed Methodology by Jurisdiction

Jurisdiction	Total RHNA Allocation (Net New Housing Units)	RHNA Allocation Affordable Units	Percentage of Total RHNA
Ceres	2,720	1,081	39.73%
Hughson	240	96	39.84%
Modesto	7,094	2,830	39.89%
Newman	816	320	39.24%
Oakdale	1,330	552	41.47%
Patterson	2,574	1,080	41.97%
Riverbank	1,356	559	41.20%
Turlock	3,876	1,542	39.78%
Waterford	554	226	40.87%
Unincorporated County	2,589	1,020	39.40%
Total	**23,150**	**9,306**	**40.20%**

Attachment A

Detailed RHNA Methodologies

This attachment provides a detailed explanation of the Regional Income Parity Methodology for the StanCOG Regional Housing Needs Assessment (RHNA), which is StanCOG staff's Proposed RHNA Methodology. It also provides a detailed explanation of the three alternative methodologies provided as part of this process for review and consideration, which would emphasize different planning objectives and provide options for the local jurisdictions.

Step 1. Calculating Total RHNA Allocations by Jurisdiction

To ensure consistency with the Valley Vision Stanislaus Plan (i.e. Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) effort underway, the starting point for the proposed RHNA methodologies is the housing unit forecast adopted by the StanCOG Policy Board, which has been used in development of the Draft RTP/SCS. Under all methodologies, each jurisdiction receives the same total number of housing units based on the housing unit forecast. The difference in the methodologies is the allocation of the affordable units (i.e., very low and low-income units).

The following steps outline how units were allocated to each jurisdiction from the housing unit forecast to determine the total RHNA allocation for each jurisdiction for the 9.75-year period. See Table 1 at the end of the memo. *(Note: The letters in parentheses correspond with the columns in Table 1.)*

1. The January 1, 2014, Base Year housing units (B) were estimated based on the housing unit forecast in 2010 (A) and 2015 (C). Assuming linear growth between 2010 and 2015, the 2014 housing units reflect 80 percent of the net new housing units from 2010 to 2015 for each jurisdiction (i.e., assuming 2014 is 80 percent of the time period 2010 to 2015).
2. The total countywide units for September 30, 2023, (H) were calculated by adding a RHNA determination of 23,150 to the 2014 countywide unit total (B).
3. The proportion of units allocated to each jurisdiction on September 30, 2023, in the housing unit control totals (F) was multiplied by the September 30, 2023, countywide units (207,216) to calculate the units on September 30, 2023, for each jurisdiction (H). The housing control totals were provided in 5-year increments so the September 30, 2023, housing unit proportions (E) were estimated assuming linear growth between the 2020 and 2025 control totals for each jurisdiction.
4. Finally, the 2014 housing unit estimate (B) was subtracted from the September 30, 2023, total for each jurisdiction (H) to determine the January 1, 2014, to September 30, 2023, net new housing units (J) (i.e., the total RHNA allocation).

Table 1: Total RHNA Allocation by Jurisdiction

Jurisdiction	2010 Housing Unit Control Totals	Estimated 1/1/2014 Housing Units	2015 Housing Unit Control Totals	2020 Housing Unit Control Totals	Estimated 9/30/2023 Housing Units		2025 Housing Unit Control Totals	Housing Units 9/30/2023 (Based on RHNA Determination of 23,150 units)		
					Housing Units	Percent of Total		Housing Units	Percent of Total	Total RHNA (Net New Housing Units 1/1/2014-9/30/2023)
	A	B	C	D	E	F	G	H	I	J
Ceres	13,673	14,243	14,386	15,534	16,633	8.19%	16,999	16,963	8.19%	**2,720**
Hughson	2,234	2,280	2,291	2,383	2,471	1.22%	2,500	2,520	1.22%	**240**
Modesto	75,044	76,350	76,676	79,303	81,819	40.27%	82,657	83,444	40.27%	**7,094**
Newman	3,357	3,531	3,575	3,927	4,263	2.10%	4,375	4,348	2.10%	**816**
Oakdale	7,822	8,096	8,164	8,715	9,242	4.55%	9,418	9,426	4.55%	**1,330**
Patterson	6,328	6,898	7,041	8,189	9,288	4.57%	9,654	9,472	4.57%	**2,574**
Riverbank	7,069	7,352	7,423	7,993	8,539	4.20%	8,721	8,709	4.20%	**1,356**
Turlock	24,627	25,416	25,613	27,201	28,721	14.14%	29,228	29,292	14.14%	**3,876**
Waterford	2,665	2,782	2,811	3,046	3,271	1.61%	3,346	3,336	1.61%	**554**
Unincorporated County	36,684	37,118	37,226	38,098	38,934	19.16%	39,212	39,707	19.16%	**2,589**
Total	**179,503**	**184,066**	**185,207**	**194,388**	**203,180**	**100.00%**	**206,111**	**207,216**	**100.00%**	**23,150**

Sources
Column A: 2007-2011 American Community Survey
Column B: Calculated by Mintier Harnish using a trendline between Column A and Column C
Column C: 2007-2011 American Community Survey (existing countywide average)
Column D: 2007-2011 American Community Survey
Column E: Calculated by Mintier Harnish using a trendline between Column D and Column G
Column F: Column E divided by countywide total of 203,180
Column G: 2007-2011 American Community Survey
Column H: Proportionally scaled up from Column E to 9/30/2023 countywide total (207,213)
Column I: Column H divided by countywide total of 207,216
Column J: Column B subtracted from Column H

Step 2. Calculating the Affordable RHNA Allocations by Jurisdiction

Regional Income Parity Methodology – StanCOG's Proposed Methodology

The Regional Income Parity Methodology reflects the underlying objectives of State housing law through consistency with StanCOG's Sustainable Communities Strategy (SCS) growth pattern and through the equitable distribution of affordable housing among the jurisdictions within the region. It establishes a trendline for each jurisdiction to determine the percentage of new housing units that must be affordable in order for all jurisdictions to achieve "regional income parity by 2050" (i.e., an equal percentage of affordable housing units by the year 2050) (see Figure 2 on page 4). Jurisdictions that currently have a higher proportion of lower-income households compared to the current regional average receive a lower proportional share of affordable units from this RHNA Determination compared to the average. Conversely, jurisdictions that currently have a lower share of lower-income households compared to the regional average receive a higher percentage of affordable units.

The following steps were used to calculate the affordable allocations for each jurisdiction using the Base Methodology (see Table 2). *(Note: The letters in parentheses correspond with the columns in Table 2):*

1. The existing percentage of affordable units (A) is based on the 2007-2011 American Community Survey (ACS) estimate of lower-income households. The 2050 Regional Income Parity (C) is based on the existing countywide average percentage of lower-income households from the 2007-2011 ACS.

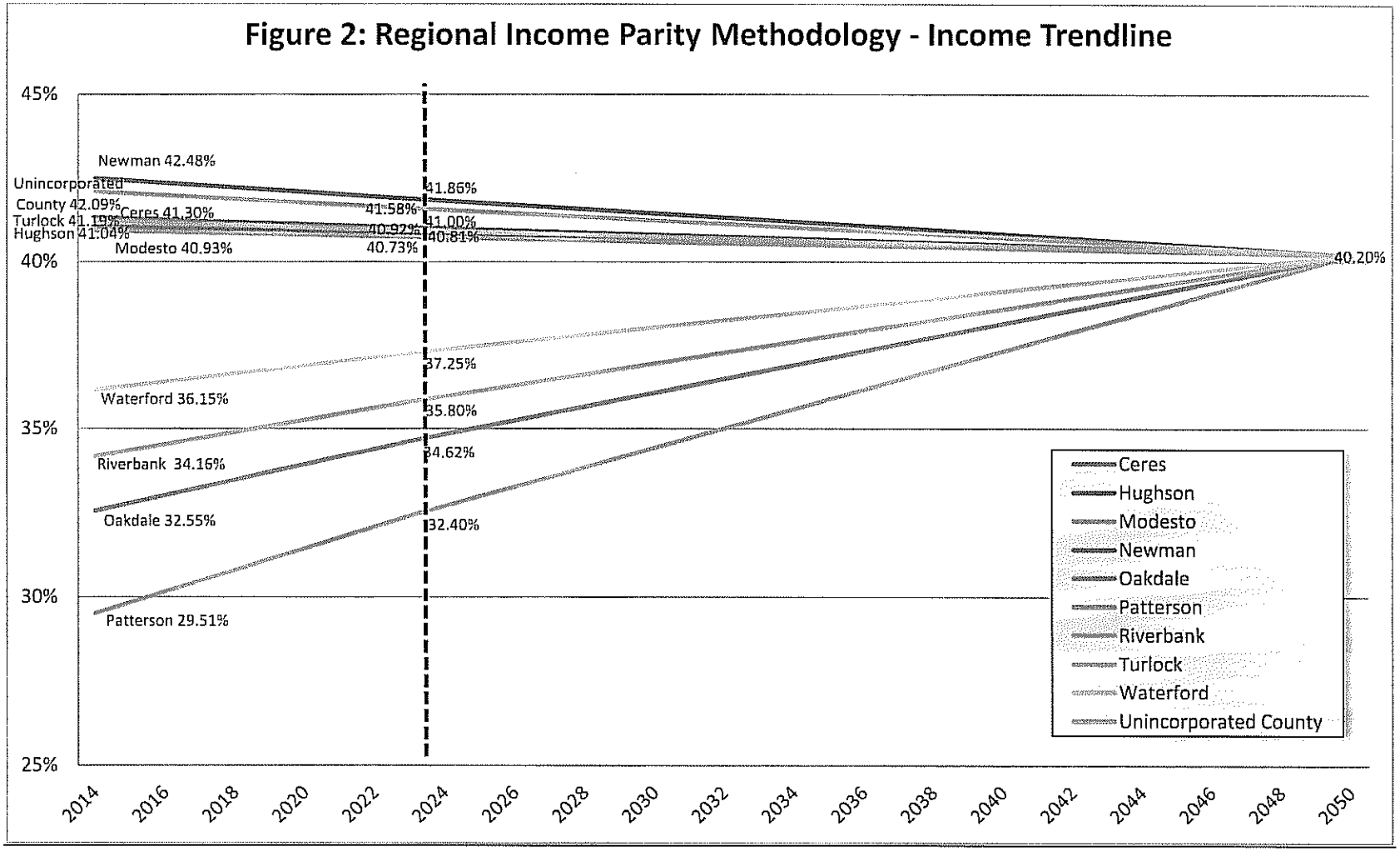
2. The September 30, 2023, intersection of the 2050 regional income parity trendline (B) was calculated by establishing a trendline between each jurisdiction's existing percentage of lower-income households (A) and the 2050 regional income parity percentage of 40.20 percent (C) (i.e., the existing countywide average percentage of affordable units). This trendline is intersected at September 30, 2023, (i.e., 2023.75) (B) to determine what percentage of affordable units each jurisdiction should have by September 30, 2023 in order to be trending towards regional income parity by 2050.

3. The income parity variance (D) is the difference between the 2023 intersection of the 2050 regional income parity trendline (B) and the 2050 regional income parity percentage (C). The base affordable allocation (F) was calculated by multiplying net new housing units between January 1, 2014, and September 30, 2023, (E) by the 2050 regional income parity percentage (C).

4. The affordable allocation adjustment (H) was calculated by multiplying the income parity variance (D) by the base affordable allocation (F). Due to rounding error, the affordable allocation adjustment (H) was scaled proportionally to sum to zero.

5. The affordable allocation (G) was calculated by adding the affordable allocation adjustment (H) to the base affordable allocation (F). The percent affordable allocation was calculated by dividing the affordable allocation (G) by the new housing units between January 1, 2014, and September 30, 2023 (E).

Figure 2: Regional Income Parity Methodology - Income Trendline



Sources

2014 affordable percentages: 2007-2011 American Community Survey
2050 income parity percentage: 2007-2011 ACS (existing countywide average)
2023 affordable percentages: Calculated by Mintier Harnish using a trendline between 2014 affordable percentage and 2050 income parity percentage

Table 2: Regional Income Parity Methodology
Affordable Unit Allocation (Very Low + Low)

	Existing Percentage of Lower-income Households	2023 Intersection of 2050 Income Parity Trendline	Regional Income Parity	Income Parity Variance	Based on RHNA Determination of 23,150 units				
					Total RHNA (Net New Housing Units 1/1/2014-9/30/2023)	Flat Rate Affordable Allocation	2014-2023 Affordable Allocation		
							Affordable RHNA Allocation	Income Parity Adjustment	Percent Affordable Allocation
	A	B	C	D	E	F	G	H	I
Ceres	41.30%	41.00%	40.20%	-0.80%	2,720	1,093	**1,081**	-13	39.73%
Hughson	41.04%	40.81%	40.20%	-0.62%	240	97	**96**	-1	39.84%
Modesto	40.93%	40.73%	40.20%	-0.53%	7,094	2,852	**2,830**	-22	39.89%
Newman	42.48%	41.86%	40.20%	-1.66%	816	328	**320**	-8	39.24%
Oakdale	32.55%	34.62%	40.20%	5.57%	1,330	535	**552**	+17	41.47%
Patterson	29.51%	32.40%	40.20%	7.79%	2,574	1,035	**1,080**	+46	41.97%
Riverbank	34.16%	35.80%	40.20%	4.40%	1,356	545	**559**	+14	41.20%
Turlock	41.19%	40.92%	40.20%	-0.73%	3,876	1,558	**1,542**	-16	39.78%
Waterford	36.15%	37.25%	40.20%	2.95%	554	223	**226**	+4	40.87%
Unincorporated County	42.09%	41.58%	40.20%	-1.38%	2,589	1,041	**1,020**	-21	39.40%
Total	**40.20%**	**40.20%**	**40.20%**	**0.00%**	**23,150**	**9,305**	**9,306**	**0**	**40.20%**

Sources
Column A: 2007-2011 American Community Survey
Column B: Calculated by Mintier Harnish using a trendline between Column A and Column C (See Figure 2)
Column C: 2007-2011 American Community Survey (existing countywide average)
Column D: Column C subtracted from Column B
Column E: Total housing units in 2014 subtracted from total housing units in 2023 using a RHNA determination of 12,150 (See Table 1)
Column F: Column C multiplied by Column E
Column G: Column F added to Column H
Column H: Column D multiplied by Column F and then proportionally adjusted to sum to zero.
Column I: Column G divided by Column E

Alternative Methodologies

Alternative Methodology #1 – Flat Rate Methodology

StanCOG has provided alternative methodologies that emphasize other planning objectives for review and consideration. Based on some agency support for the Flat Rate Methodology, and the fact that it meets the RHNA criteria of providing an equitable distribution of affordable units across the region, StanCOG staff presents this alternative as a second proposed methodology. This methodology was also used during the Fourth Cycle (2007-2014) Regional Housing Needs Plan for the Stanislaus Region. In this methodology, each jurisdiction was assigned the same percentage of affordable units. The affordable allocations (B) were calculated by multiplying the existing countywide average of affordable units (40.2 percent) by the net new units in each jurisdiction (A).

Table 3: Flat Rate Methodology

Jurisdiction	Total RHNA (Net New Housing Units 1/1/2014-9/30/2023)	Affordable RHNA Allocation	Percent Affordable
	A	B	C
Ceres	2,720	1,093	40.2%
Hughson	240	97	40.2%
Modesto	7,094	2,852	40.2%
Newman	816	328	40.2%
Oakdale	1,330	535	40.2%
Patterson	2,574	1,035	40.2%
Riverbank	1,356	545	40.2%
Turlock	3,876	1,558	40.2%
Waterford	554	223	40.2%
Unincorporated County	2,589	1,041	40.2%
Total	**23,150**	**9,306**	**40.2%**

Sources:
Column A: Total housing units in 2014 subtracted from total housing units in 9/30/2023 based on a RHNA determination of 23,150 (See Table 1)
Column B: Column A multiplied by Column C
Column C: 2007-2011 American Community Survey (existing countywide average)

Alternative Methodologies #2 and #3 apply adjustment factors to the Regional Income Parity Methodology. While the Regional Income Parity Methodology stands on its own and is consistent with the objectives of State law, these alternative methodologies provide options to emphasize specific local planning objectives, such as distributing more affordable housing to communities with a greater share of the job growth or high-density residential existing capacity.

Alternative Methodology #2 –Jobs/Housing Adjustment

The Jobs/Housing Adjustment is based on the planning objective to direct more affordable housing to areas that are closer to jobs. One of the primary goals of the RTP/SCS is to reduce greenhouse gas emissions by reducing vehicle miles traveled (VMT). The jobs/housing adjustment factor allocates more affordable housing to areas with high job growth in an effort to reduce the distance between the workplace and home for lower-income households.

The Jobs/Housing Adjustment uses the Regional Income Parity Methodology as a starting point and applies an adjustment factor for the ratio of jobs to housing. The Jobs/Housing Adjustment distributes affordable housing to jurisdictions that are projected to have a greater number of jobs in the future. Jurisdictions with a higher proportion of projected jobs receive an upward adjustment in the number of affordable units and jurisdictions with a lower proportion of projected jobs receive a downward adjustment in the number of affordable units.

Only jobs and housing units from incorporated areas are considered. The unincorporated county has a much higher jobs/housing ratio relative to the incorporated jurisdictions. If the unincorporated areas were included in the analysis, the Jobs/Housing Adjustment would significantly increase affordable housing in unincorporated communities. This result would directly conflict with the goals of the RTP/SCS and Measure E. As a result, no adjustment is made to the unincorporated county.

The following steps were used to calculate the affordable allocations for each jurisdiction using the Jobs/Housing Adjustment (see Table 3). *(Note: The letters in parentheses correspond with the columns in Table 3.)*

1. The Jobs/Housing Adjustment is derived from each jurisdiction's ratio of jobs (A) to units (B) in 2035, taken from StanCOG's adopted growth forecast.

2. The jobs/housing variance (D) is calculated by subtracting the countywide average jobs/housing ratio of 0.69 from each jurisdiction's jobs/housing ratio (C).

3. The jobs/housing adjustment (G) is calculated by multiplying the Base Methodology affordable allocation (F) by the jobs/housing variance (D). The adjustment (G) is then proportionally scaled to add up to zero. This ensures that the countywide affordable units do not change between methodologies.

4. The affordable allocation (H) is calculated by adding the jobs/housing adjustment to the Base Methodology affordable allocation (F).

Table 4: Jobs/Housing Adjustment Factor

	Adjustment Factor Derivation Based on Adopted Growth Forecast				Affordable Allocation Based on RHNA Determination of 23,150 units				
	2035 Jobs	2035 Housing	Jobs/ Housing (with floor and ceiling)	Variance from 0.69 J/H Ratio Average	Total RHNA (Net New Housing Units 2014-2023)	Base Methodology 2014-2023 Affordable Allocation	Jobs/Housing Adjustment	2014-2023 Affordable RHNA Allocation	Percent Affordable Allocation
	A	B	C	D	E	F	G	H	I
Ceres	10,149	20,214	0.50	-18%	2,720	1,081	-201	880	32.35%
Hughson	801	2,845	0.41	-28%	240	96	-28	68	28.32%
Modesto	69,088	93,353	0.74	5%	7,094	2,830	+137	2,967	41.82%
Newman	1,628	5,296	0.41	-28%	816	320	-93	228	27.90%
Oakdale	6,686	11,058	0.60	-8%	1,330	552	-46	506	38.04%
Patterson	10,631	12,309	0.86	18%	2,574	1,080	+188	1,268	49.28%
Riverbank	3,463	10,340	0.41	-28%	1,356	559	-162	397	29.29%
Turlock	29,667	34,111	0.87	18%	3,876	1,542	+269	1,810	46.70%
Waterford	478	3,994	0.41	-28%	554	226	-65	161	29.05%
Unincorporated County	**Adjustment Removed***				2,589	1,020	+0	1,020	39.40%
Total	**132,591**	**193,520**	**0.69**	**0%**	**23,150**	**9,306**	**+0**	**9,306**	**40.20%**

Sources:
Column A and B: StanCOG Adopted Growth Forecast (2013)
Column C: Column A divided by Column B using a floor of 0.43 (one standard deviation from 0.69 average)
Column D: Countywide average of 0.69 subtracted from Column C
Column E: Total housing units in 2014 subtracted from total housing units in 9/30/2023 based on a RHNA determination of 23,150 (See Table 1)
Column F: Calculated using a regional income parity trendline (See Table 2)
Column G: Column D multiplied by Column F and then proportionally adjusted to sum to zero
Column H: Column G added to Column F
Column I: Column H divided by Column E

Alternative Methodology #3 – Existing Capacity Adjustment

The Existing Capacity Adjustment takes into consideration the availability of land already zoned for high-density residential development. It uses the Base Methodology as a starting point and applies an adjustment factor for the existing capacity on sites zoned for high-density residential development (i.e., 20+ unit/acre). The capacity information used in the Existing Capacity Adjustment, summarized in Table 5 below, was confirmed by each jurisdiction following the May 2013 Valley Vision Stanislaus Steering Committee meeting. The affordable allocation from the Base Methodology is compared to the affordable capacity in each jurisdiction. Jurisdictions that have more capacity for affordable units than the number of affordable units allocated under the Base Methodology are assigned an upward adjustment factor. Jurisdictions with less capacity for affordable units than the number of affordable units allocated under the Base Methodology are assigned a downward adjustment factor until their affordable allocation is equal to their affordable capacity.

The following steps were used to calculate the affordable allocations for each jurisdiction using the Existing Capacity Adjustment Factor (see Table 4 below). *(Note: The letters in parentheses correspond with the columns in Table 4.)*

1. The Existing Capacity Adjustment is derived from each jurisdiction's existing capacity for lower income (i.e., affordable) units shown in Table 4 (C). Capacity deficits, or jurisdictions that have larger Regional Income Parity Methodology affordable allocations than affordable capacity, are shown in Columns E. Capacity surpluses, or jurisdictions that have smaller Regional Income Parity Methodology affordable allocations than affordable capacity, are shown in Columns F.

2. The existing capacity adjustment (G) is calculated using a two-step process:

    a. All jurisdictions that have a capacity deficit (E) receive downward adjustments equal to their capacity deficit. This ensures that no jurisdiction will receive a higher affordable allocation than they have capacity to accommodate for.

    b. All jurisdictions that have a capacity surplus (F) receive upward adjustments that sum to the positive total of the capacity deficits. This ensures that the capacity adjustment (G) will sum to 0. The positive adjustments are proportional to each jurisdiction's share of surplus capacity, or Column F divided by the countywide total from Column F.

3. The affordable allocation (H) is calculated by adding the Capacity Adjustment (G) to the Regional Income Parity Methodology affordable allocation (B).

4. The percent affordable allocation (I) is calculated by dividing the affordable allocation (H) by Total RHNA (A)

Table 5: Existing Capacity Adjustment Factor

	Affordable Allocation Based on RHNA Determination of 23,150 units								
	Total RHNA (Net New Housing Units 2014-2023)	Base Methodology 2014-2023 Affordable Allocation	Affordable Capacity	Difference Between Capacity and Base Methodology Affordable Allocation	Capacity Deficit	Capacity Surplus	Capacity Adjustment	2014-2023 Affordable RHNA Allocation	Percent Affordable Allocation
	A	B	C	D	E	F	G	H	I
Ceres	2,720	1,081	1,142	61		61	+6	1,087	39.96%
Hughson	240	96	278	182		182	+18	114	47.49%
Modesto	7,094	2,830	5,150	2,320		2,320	+234	3,064	43.18%
Newman	816	320	308	-12	-12		-12	308	37.73%
Oakdale	1,330	552	461	-91	-91		-91	461	34.66%
Patterson	2,574	1,080	745	-335	-335		-335	745	28.95%
Riverbank	1,356	559	1,642	1,083		1,083	+109	668	49.24%
Turlock	3,876	1,542	1,490	-52	-52		-52	1,490	38.44%
Waterford	554	226	285	59		59	+6	232	41.93%
Unincorporated County	2,589	1,020	2,177	1,157		1,157	+117	1,137	43.90%
Total	**23,150**	**9,306**	**13,678**	**4,372**	**-490**	**4,862**	**+0**	**9,306**	**40.20%**

Sources:
Column A: Total housing units in 2014 subtracted from total housing units in 9/30/2023 based on a RHNA determination of 23,150 (See Table 1)
Column B: Calculated using a regional income parity trendline (See Table 2)
Column C: Based on lower income capacity information from previous Housing Elements; updated and confirmed by VVS Steering Committee members
Column D: Column B subtracted from Column C
Column E: Column B subtracted from Column C (only negative values)
Column F: Column B subtracted from Column C (only positive values)
Column G: If Column D is negative, Column G equals column D. If Column D is positive, Column G is calculated by assigning positive adjustments that sum to the positive total from Column E (490). These positive adjustments are proportional to the jurisdiction's share of surplus capacity (Column F divided by 4,862).
Column H: Column G added to Column B
Column I: Column H divided by Column A

A quantitative summary of the RHNA methodologies is provided in Table 6, below. The table summarizes affordable unit allocations for each methodology.

Table 6: RHNA Methodology Summary Table

Jurisdiction	Total RHNA (Net New Housing Units 1/1/2014-9/30/2023)	Affordable Allocations							
		Proposed RHNA Methodology Base Methodology – Regional Income Parity		Alternative Methodology #1 Flat Rate Methodology		Alternative Methodology #2 Jobs/Housing Adjustment		Alternative Methodology #3 Existing Capacity Adjustment	
		Affordable Units	Percent of Total RHNA	Affordable Units	Percent of Total RHNA	Affordable Units	Percent of Total RHNA	Affordable Units	Percent of Total RHNA
Ceres	2,720	1,081	39.73%	1,093	40.20%	880	32.35%	1,086	39.93%
Hughson	240	96	39.84%	97	40.20%	68	28.32%	112	46.58%
Modesto	7,094	2,830	39.89%	2,852	40.20%	2,967	41.82%	3,036	42.79%
Newman	816	320	39.24%	328	40.20%	228	27.90%	319	39.10%
Oakdale	1,330	552	41.47%	535	40.20%	506	38.04%	461	34.66%
Patterson	2,574	1,080	41.97%	1,035	40.20%	1,268	49.28%	745	28.95%
Riverbank	1,356	559	41.20%	545	40.20%	397	29.29%	655	48.29%
Turlock	3,876	1,542	39.78%	1,558	40.20%	1,810	46.70%	1,537	39.66%
Waterford	554	226	40.87%	223	40.20%	161	29.05%	232	41.81%
Unincorporated County	2,589	1,020	39.40%	1,041	40.20%	1,020	39.40%	1,123	43.37%
Total	**23,150**	**9,306**	**40.20%**	**9,306**	**40.20%**	**9,306**	**40.20%**	**9,306**	**40.20%**

8B

Council Synopsis

October 22, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Michael Cooke, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Directing the City Manager to write a letter to the Stanislaus County Board of Supervisors requesting that a stakeholder group is convened to consider groundwater pumping regulations in Stanislaus County and for the Stanislaus County Board of Supervisors to consider a moratorium on new agricultural production wells while such regulations are being developed

2. DISCUSSION OF ISSUE:

The City of Turlock is entirely reliant upon groundwater for its drinking water supply. There are increased pressures on the groundwater due to urban growth and, particularly, the conversion of range land to irrigated farmland in the eastern portion of the County. According to the Turlock Groundwater Basin Management Plan (2008), urban areas account for about 10% of the groundwater use (46,000 acre feet) in the Turlock groundwater basin; agricultural pumping accounts for 90% of groundwater pumping (460,000 acre feet). Groundwater is a diminishing resource – it is being used faster than it is being replenished.

For many years, the City has worked on diversifying its potable water supply by obtaining surface water from the Turlock Irrigation District. To date, the City has spent approximately $3 million in planning this project. The acquisition of drinking water from the Tuolumne River represents a long-term, stable supply of high quality drinking water. Further, the implementation of the City's General Plan, Water Master Plan and Urban Water Management Plan all hinge upon future surface water deliveries. Unfortunately, the potential actions of the State Water Resources Control Board and the Federal Energy Regulation Commission combined with drought conditions are constraining TID's water supply. This may limit the amount of surface water the City could receive from the project.

Over time it has become increasingly difficult for Cities to provide an adequate water supply – a significant "cone of depression" has developed east of Turlock where water levels have dropped approximately 100 feet in the past 40 years.

Furthermore, the quality of the groundwater is worsening – nitrate contamination is increasing in northeast Turlock and one well has been closed. [SEE ATTACHED DIAGRAM]

More recently, the eastern portion of our County has witnessed the rapid conversion of range land to permanent crops, such as orchards and vineyards. At this time, there is inadequate information on how this trend may be impacting regional water supplies. Both the Turlock and Modesto Groundwater Basin Associations are investigating the impact of the increased agricultural pumping on groundwater resources but the results of these studies won't be known for 1-2 years.

Turlock has made great progress in managing its precious groundwater resources: we filter stormwater and use it to water our parks, we send recycled water to TID for cooling at the Walnut Energy Center, and we use recycled water to irrigate Pedretti Park. The City is also investigating the feasibility of providing all of the City's recycled water for farmland irrigation.

Commendably, Turlock residents have made a great effort to conserve water. Despite considerable population growth in Turlock, water use is down significantly. In 2012, Turlock pumped about seven (7) billion gallons of groundwater (21,500 acre feet) –the same volume that was pumped in 1999 even though the population has grown by 17,000 people (a 30% increase) during that same 13 year period. Per capita water use, therefore, is at an all-time low.

Nevertheless, given the current uncertainty over the sustainability of current groundwater pumping patterns and TID's possible inability to provide urban users with surface water, it may be appropriate for Stanislaus County to intervene.

3. BASIS FOR RECOMMENDATION:

A) Groundwater is a diminishing resource in our region.

B) The conversion of rangeland in eastern Stanislaus County to permanent crops and the associated increase in agricultural pumping may be further exacerbating the decline in regional groundwater levels.

C) For many years, the City of Turlock has considered obtaining a supply of drinking water from the Tuolumne River via the TID as a solution to its water supply constraints. However, TID has recently indicated that a ready supply of surface water may no longer be available for urban users within its District boundaries.

D) Pursuant to State Law, urban development is subject to a water supply analysis; however, this law does not apply to agricultural development.

E) Countywide regulations on new well development could help ensure that groundwater pumping is sustainable and that groundwater remains a long-term and reliable water supply for all.

Strategic Plan Initiative: D. MUNICIPAL INFRASTRCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

i) Surface Water project
ii) Water

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None at this time. However, if a long-term stable water supply cannot be guaranteed for the City, then the City may have to reconsider its various planning and economic development plans

5. CITY MANAGER'S COMMENTS:

Recommend approval.

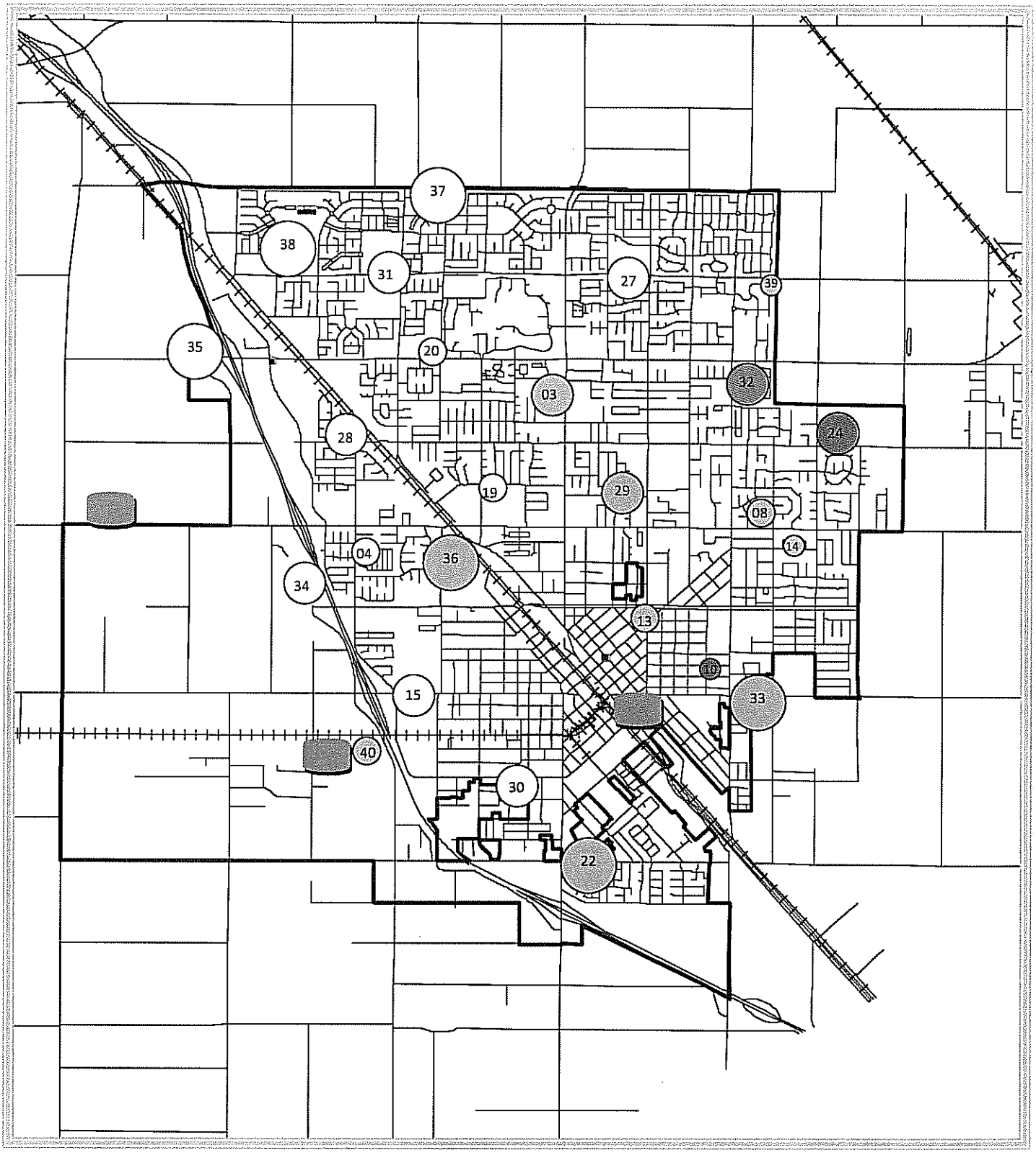
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not authorize the City Manager to send a letter to the Stanislaus County Board of Supervisors on regional groundwater issues. This alternative is not recommended because it is essential that groundwater pumping be sustainable in the long-term. Groundwater regulation has become an urgent matter, given the City's reliance on groundwater as its sole source of drinking water and the regulatory constraints faced by the TID which make the development of a ready supply of surface water for urban users less certain.

Attachment A



0-599 Average GPM

600-1199 Average GPM

1200-1699 Average GPM

1700-3500 Average GPM

Well 75% Maximum Contaminant Level-Nitrate

Well 75% Maximum Contaminant Level-Arsenic

Well 75% Maximum Contaminant Level-PCE

Well Operational

Not Operational: Water Quality

* Gallons Per Minute Average Based on Most Recent Production Records

8C

Council Synopsis

October 22, 2013

From: Tim Lohman, Fire Chief

Prepared by: Steve Williams, Police Captain

Agenized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the recruitment and hiring of one (1) Fire Fighter for the Turlock Fire Department to fill a current vacancy and maintain line level staffing at forty-two (42) positions supported by the General Fund, with additional recruitments and hiring as necessary through the end of Fiscal Year 2013-14

2. DISCUSSION OF ISSUE:

At the conclusion of the Staffing for Adequate Fire Response (SAFER) Grant on June 30, 2013, authorized line level staffing in the Turlock Fire Department was reduced from forty-five (45) to forty-two (42). The Fire Department has one vacancy from a retirement and our line level staffing is now at forty-one (41) personnel.

The Fire Department is currently backfilling the vacant position with overtime. Additionally, the department is backfilling the three (3) Fire Fighter positions which were eliminated at the conclusion of the SAFER grant with separate, one-time overtime funding authorized by the City Council during the 2013-2014 fiscal year budgeting process.

The impact of the current vacancy, along with the reduction of three authorized positions, is starting to create fatigue with some of the staff. The Fire Department is anticipating another vacancy as a result of a retirement in the month of December 2013. We are working to balance our fiscal priorities with our service demands and are therefore seeking authorization to fill the current vacancy and to maintain line level staffing at forty-two (42) positions supported by the General Fund through the end of Fiscal Year 2013-14.

The Turlock Fire Department does not have an established eligibility list for the position of Fire Fighter. Fire staff will work with Human Resources to complete the necessary advertising and testing procedures to establish a list of qualified applicants. Vacant positions will be filled through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed.

3. BASIS FOR RECOMMENDATION:

A) Staff recommendation is to conduct a recruitment and hire one (1) Fire Fighter immediately and to recruit and hire additional staff as necessary to maintain line level staffing at forty two (42) positions supported by the General Fund through the end of Fiscal Year 2013-14.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The vacant Fire Fighter position is currently allocated in the Fiscal Year 2013-14 budget in General Fund 110-30-220-41001.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A) Deny the authorization to hire a firefighter and backfill with overtime when needed.

B) Reduce line level staffing supported by the General Fund.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE RECRUITMENT AND HIRING OF ONE (1) FIRE FIGHTER FOR THE TURLOCK FIRE DEPARTMENT TO FILL A CURRENT VACANCY AND MAINTAIN LINE LEVEL STAFFING AT FORTY-TWO (42) POSITIONS SUPPORTED BY THE GENERAL FUND, WITH ADDITIONAL RECRUITMENTS AND HIRING AS NECESSARY THROUGH THE END OF FISCAL YEAR 2013–14	**RESOLUTION NO. 2013-**

WHEREAS, Turlock Fire Department line level staffing was reduced from forty-five (45) positions to forty-two (42) positions at the conclusion of the Staffing for Adequate Fire Response (SAFER) grant on June 30, 2013; and

WHEREAS, the Turlock Fire Department currently has one vacant line level position and anticipates additional vacancies through the end of Fiscal Year 2013-14; and

WHEREAS, vacancies and staffing reductions are being filled with overtime to maintain staffing levels at three personnel per fire station; and

WHEREAS, the Fire Department does not have a current eligibility list established for the position of Fire Fighter; and

WHEREAS, vacant positions will be filled through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby authorize the recruitment and hiring of one (1) Fire Fighter for the Turlock Fire Department to fill a current vacancy and maintain line level staffing at forty-two (42) positions supported by the General Fund with additional recruitments and hiring as necessary through the end of the Fiscal Year 2013–14.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of October 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California