

# City Council Agenda



**SEPTEMBER 9, 2014**

**6:00 p.m.**

**City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California**

Mayor  
**John S. Lazar**

Council Members  
**Amy Bublak**  
**William DeHart, Jr.**  
**Steven Nascimento**  
**Forrest White**  
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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

**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](http://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. Proclamation: John Sigsbury

B. Proclamation: California State University Stanislaus Warriors Women's Soccer,  
2013 California Collegiate Athletic Association Tournament Champions

**3. A. SPECIAL BRIEFINGS:**

**1. CALIFORNIA STATE UNIVERSITY STANISLAUS**

- Edgar Garcia, Governmental Relations Coordinator
- Mariam Salameh, Associated Students Inc., President

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**B. STAFF UPDATES**

1. Capital Projects and Building Activity (*Pitcock*)
2. Water Use Update (*Cooke*)
3. Soderquist Field (*Van Guilder*)
4. Landscape Water Conservation Efforts (*Van Guilder*)

**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****B. DISCLOSURE OF EX PARTE COMMUNICATIONS**

1. Scheduled Matter Item 7A is a quasi-judicial proceeding. Council should disclose the following information if applicable
  - a. State for the public record the nature of the communication; and
  - b. With whom the ex parte communication was made; and
  - c. A brief statement as to the substance of the communication.

**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 8/7/14 in the amount of \$603,995.83; Demands of 8/14/14 in the amount of \$845,779.53
- B. Motion: Accepting Minutes of Regular Meeting of August 26, 2014
- C. Motion: Approving Contract Change Order No. 3 in the amount of \$76,991.30 (Fund 415) for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1," bringing the contract total to \$23,242,454.58
- D.
  1. Motion: Approving Contract Change Order No. 3 (Final) in the amount of \$10,126.08 (Fund 426) for City Project No. 12-59, "CNG Slow Fill Station Upgrade," bringing the contract total to \$353,657.62
  2. Motion: Accepting improvements for City Project No. 12-59, "CNG Slow Fill Station Upgrade," and authorizing the City Engineer to file a Notice of Completion
- E. Motion: Awarding bid and approving an agreement for Fiscal Years 2014/16 in an amount not to exceed \$50,000 with Pires, Lipomi and Navarro Architectural Corporation of Modesto, California, for City Project No. 14-36, "RFQ for Architectural Services Retainer Agreement"
- F. Motion: Approving an amendment to the Professional Services Agreement between the City of Turlock and Larry Walker Associates for the preparation of a Mixing Zone Field Study for the Turlock Harding Drain By-Pass Pipeline as required by the City's NPDES Discharge Permit, to extend the term of the contract for an additional six (6) months

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- G. Resolution: Appropriating \$21,000 to account number 506-00-000-231.51020 "Equipment Replacement-Streets" from Fund 506 "Equipment Replacement-Streets" reserve balance to purchase filter for Packer Truck to comply with air quality standards

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS**

Challenges in court to any of the items listed below, may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

- A. Request for approval establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public. (*Boyd*)

**Recommended Action:**

Resolution: Assessing properties for abatement costs and establishing a lien for payment

- B. Request to approve the recommended Program of Projects for Fiscal Year 2014/15 Federal Transit Administration Urbanized Area Program Funding. (*Pitcock*)

**Recommended Action:**

Motion: Approving the recommended Program of Projects for Fiscal Year 2014/15 Federal Transit Administration Urbanized Area Program Funding

- C. Request to add Turlock Municipal Code Title 6, Chapter 8, Storm Water Management and Urban Runoff Pollution Control. (*Reynolds*)

**Recommended Action:**

Ordinance: Adding Turlock Municipal Code Title 6, Chapter 8, Storm Water Management and Urban Runoff Pollution Control

- D. Request to amend Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, regarding Fire Codes and Administration to reflect changes to the 2013 California Fire Code (CFC). (*Gomez*)

**Recommended Action:**

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, regarding Fire Codes and Administration

- E. Request to amend Turlock Municipal Code Title 4, Chapter 14, Article 4, Section 06, regarding City of Turlock Paint Bank. (*Gomez*)

**Recommended Action:**

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 14, Article 4, Section 06, regarding City of Turlock Paint Bank

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**8. SCHEDULED MATTERS**

- A. Request to authorize the addition of one (1) position within the Parks, Recreation and Public Facilities Department, initiate a hiring recruitment for Maintenance Worker I, and appropriate \$65,705 to account number 110-20-200.41001 "Full Time Salaries," account number 110-30-300.41001 "Full Time Salaries," and related general ledger benefit accounts from Fund 110 "General Fund" reserve balance. (*Van Guilder*)

***Recommended Action:***

***Resolution:*** Authorizing the addition of one (1) position within the Parks, Recreation and Public Facilities Department, initiating a hiring recruitment for Maintenance Worker I through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, and appropriating \$65,705 to account number 110-20-200.41001 "Full Time Salaries," account number 110-30-300.41001 "Full Time Salaries," and related general ledger benefit accounts from Fund 110 "General Fund" reserve balance

**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**

- A. *Conference with Labor Negotiators*, Cal. Gov't Code §54957.6(a)  
*"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."*

Agency Negotiators: Roy W. Wasden/Dave Young

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employee Association

Employee Organization: Turlock Firefighters Association. Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Community Housing Program Supervisor, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Analyst, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Parks, Recreation & Public Facilities Director, Parks, Recreation & Public Facilities Superintendent, Payroll Coordinator, Principal Civil Engineer, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Utilities Manager, Water Quality Control Division Manager

**12. ADJOURNMENT**

## IN RECOGNITION OF

JOHN SIGSBURY

SEPTEMBER 9, 2014

WHEREAS, John Sigsbury has dedicated the past 11 years to this community and has demonstrated in many practical ways his deep and genuine love for this City and the surrounding area; and

WHEREAS, Mr. Sigsbury has served the community with distinction through his efforts to bring quality medical services to our area, including the Emanuel Critical Care Center, a partnership with Stanford Hospital & Clinics and the Stanford University School of Medicine to open the Stanford Emanuel Radiation Oncology Center, and the Justin Ferrari Cardiovascular Operating Suite; and

WHEREAS, Mr. Sigsbury has been a hardworking and integral member of the Council of Independent Hospitals, the Hospital Council of Northern and Central California, the California Hospital Association and Cooperative Hospitals Inc., the American College of Healthcare Executives, and the Turlock Sunrise Rotary; and

WHEREAS, throughout his career, Mr. Sigsbury has earned the respect of other community leaders and the affection of a host of area residents who are proud to call him "friend."

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire Council and all our citizens, do hereby recognize JOHN SIGSBURY and extend to him our deep appreciation for his distinguished service and best wishes for continued success in all his future endeavors.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 9<sup>th</sup> day of September, 2014.

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JOHN LAZAR, MAYOR  
City of Turlock, County of Stanislaus,  
State of California

2B

IN HONOR OF  
CSU STANISLAUS WARRIORS WOMEN'S SOCCER  
2013 CALIFORNIA COLLEGIATE ATHLETIC ASSOCIATION  
TOURNAMENT CHAMPIONS

WHEREAS, the California State University, Stanislaus Warriors Soccer Team won the Women's Soccer 2013 California Collegiate Athletic Association Tournament Championships; and

WHEREAS, 2013 was an exciting, hard-fought, and successful soccer season for the Warriors; and

WHEREAS, special commendation is due all team members, Coach Gabriel Bolton, and Assistant Coaches Jenni Rosenberg, Callum Lester, Bernie Bettencourt, Alexia Poon, and Matt Frazee for their achievement of being the first undefeated champions in CCAA history; and

WHEREAS, the excellent performance, dedication, and commitment of these young women, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Turlock; and

WHEREAS, the team's accomplishments are consistent with Head Coach Bolton's dedication to academic excellence, personal growth, and team unity; and

WHEREAS, our City is proud of the record the Warriors have earned and the fine publicity they have brought to our community by their good sportsmanship and inspired team play; and

WHEREAS, as the Warriors begin a new year of spirited competition, it is fitting that we send our best wishes and encouragement for another successful soccer season.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby honor the **California State University, Stanislaus Women's Soccer Team and Coaching Staff** for their outstanding achievement and commend them for their exceptional display of sportsmanship and leadership.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 9<sup>th</sup> day of September, 2014.

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JOHN LAZAR, MAYOR  
City of Turlock, County of Stanislaus,  
State of California



ALLISON VAN GUILDER  
DIRECTOR  
avanguilder@turlock.ca.us

PARKS, RECREATION & PUBLIC FACILITIES  
DEPARTMENT

3B2

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144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 EXT 4601 | FAX 209-668-5619

To: Roy Wasden, City Manager  
From: Allison Van Guilder, Director  
Date: August 26, 2014  
R/E: Turlock Armory

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## Background

The City of Turlock has been home to the Turlock Armory since 1960 when the City granted the State a nine-nine (99) year lease of a five (5) acre parcel for the purpose of constructing an armory. In 1967, the City requested a lease back of an unused portion of the parcel for recreational purposes. This area is what is now known as Soderquist Baseball Field and has been used by generations of Turlock youth. In exchange for the City's use of the field, all maintenance and related improvements have been the responsibility of the City and the Turlock National Little League Association. The City has a long standing relationship of contracting with the Turlock National Little League organization for their use of the field and maintenance during the season. The City's partnership with TNLL has been positive and the facility has experienced many improvements due to the efforts of TNLL and their commitment to the youth in our community. As a result, Soderquist Baseball Field continues to play a vital role as one of our most important and highly regarded recreational facilities in Turlock.

## Discussion

In February 2014, staff was contacted by the State Military Department regarding the City's lease of Soderquist Baseball Field. They identified a need to reclaim the area (as a right of their existing lease agreement) due to stationing changes within the National Guard and their need to house additional guard unit and store additional equipment and vehicles. The start date for this transition was identified as early 2015.

Staff immediately recognized the challenges with this plan given the recreation facility's long standing presence in our community and the impact on our little league users. A site meeting was conducted between City staff and representatives from the Military Department's Facilities and Engineering division to discuss alternatives to displacing the Soderquist Baseball Field users. Options were discussed and the State Military Department was tasked with evaluating their space needs to determine if closing the field could be avoided.

## Recommendation

On August 21<sup>st</sup>, a follow up meeting was held and an alternative proposal was presented by Military Department representatives. It was proposed that in an effort to maintain the ball field use, the Military Department would need to modify their existing parking area and close a portion of Alaska St. between Flower and West Main St. in order to accommodate additional military equipment. In addition, the Soderquist Baseball Field parking lot would be the designated parking area for military personnel's private vehicles during drill activities. (See attached diagram.) Drills

are typically scheduled on one weekend per month in addition to periodic week long drills. This arrangement would be temporary, spanning a 24-36 month period, until a more permanent unit facility is completed in Northern California and can accommodate the additional National Guard unit and the associated equipment. At that time, the facility will be returned to the original condition and Alaska St. would be reopened to traffic.

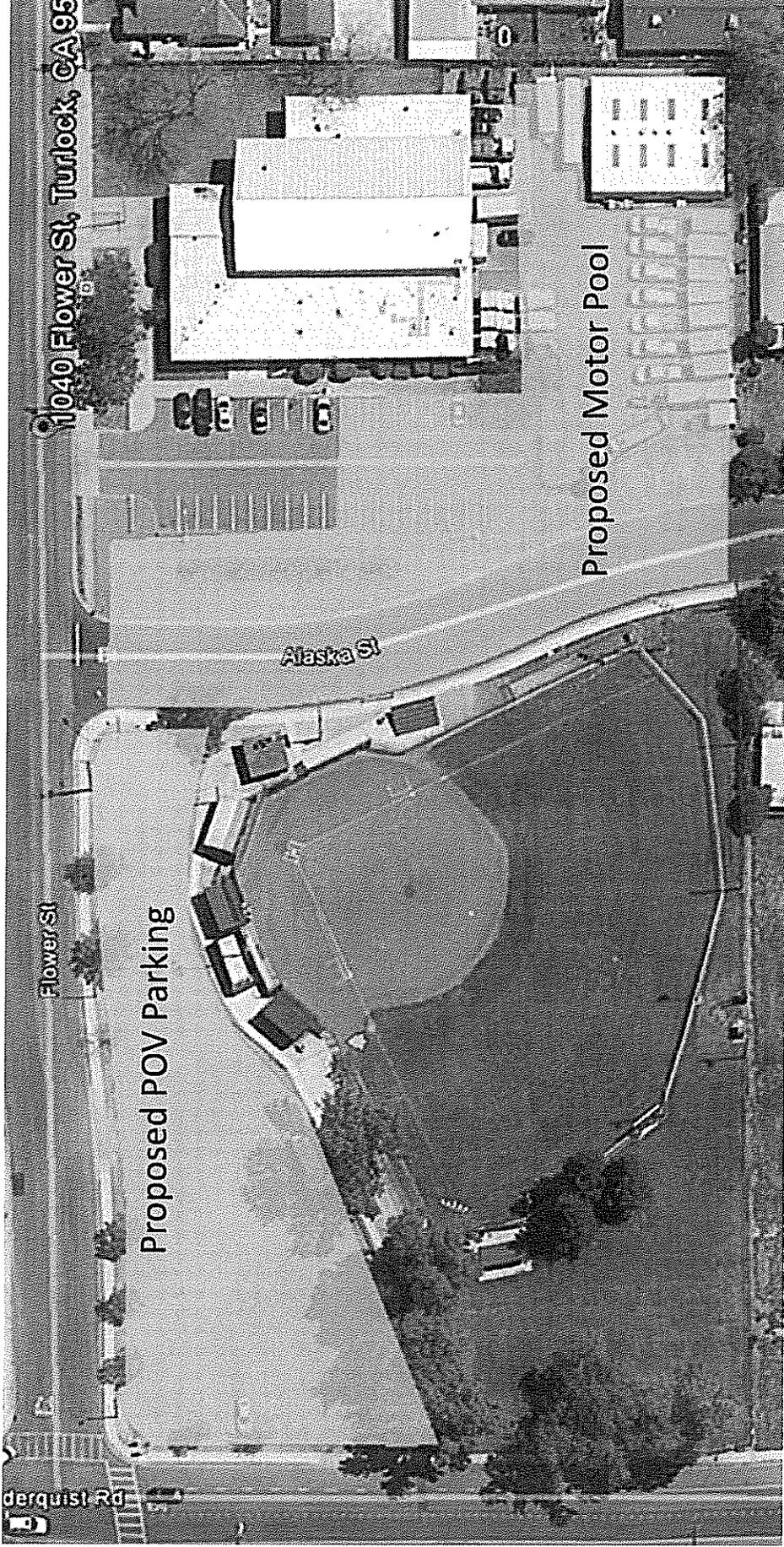
It should be noted there is still a slight chance this proposal may not meet the Military Department's long term needs. The plan to relocate a guard unit to Northern California has not officially been approved. However, Military Department representatives are highly confident this will move forward without a problem but in the rare instance this move does not take place, we may have to reopen discussions about the future of Soderquist Baseball Field.

Military Department staff will be working closely with City Engineering staff to evaluate traffic engineering needs and impacts as a result of the proposed changes. Staff from the Parks, Recreation and Public Facilities Department will be meeting with representatives of the National Little League board of directors to inform them of these temporary changes and to discuss any impacts affecting their use of the field. The one issue staff has identified is limited parking being available during games and drill activities that occur on the same weekend, since military personnel and little league families will be using the same parking area. Staff believes this issue can be resolved through careful planning and coordination. Activity schedules will be shared early and where conflicts exist, the City will be able to accommodate the little league games at other City facilities if necessary. This will help to avoid parking challenges and will also lessen the impact to the surrounding neighborhood.

Once a plan is solidified, City staff will also conduct public information meetings and will notify the surrounding residents about these temporary traffic changes and the impacts they may experience.

City staff sincerely appreciates the work done by the State Military Department to identify an alternative that will not eliminate the use of Soderquist Baseball Field for youth activities. At the same time, we are very proud to be home to the National Guard and strongly support their efforts. Through this coordinated effort and with the support of all our stakeholders, we will manage this transitional period in a manner that works to support both the National Guard and the Soderquist Baseball Field users.

# Turlock Armory Proposed Motor Pool and POV Parking Lot



- Proposed Motor Pool size- 41,140 sq/ft
- Vehicle and Equipment requirements-28,527 sq/ft
  - 84 x rolling stock( Civil Support and MTOE), 3 x conexs
- Estimated 800 linear ft fencing/ 3 x 21ft gates
- Proposed POV Parking Lot- 26,170 sq/ft w/ 5' stand off

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }  
OF 8/7/14 IN THE AMOUNT OF \$603,995.83; }  
DEMANDS OF 8/14/14 IN THE AMOUNT OF }  
\$845,779.53 }  
\_\_\_\_\_ }

RESOLUTION NO. 2014-

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:
8/7/14	\$603,995.83
8/14/14	\$845,779.53

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9<sup>th</sup> day of September, 2014, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

# Payment Register

From Payment Date: 8/1/2014 - To Payment Date: 8/7/2014



5A1

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
98690	08/04/2014	Open		Cash Account	Accounts Payable	LOWE'S INC	\$1,021.26		
	Paying Fund			241.11000 (Cash)					
									Amount
									\$1,021.26
98691	08/05/2014	Open		Cash Account	Accounts Payable	FARIA, JAMIE	\$242.00		
	Paying Fund			104.11000 (Cash)					
									Amount
									\$242.00
98692	104 - Payroll Clearing Fund	Open		Cash Account	Accounts Payable	STANISLAUS CTY SHERIFF	\$1,810.63		
	Paying Fund			104.11000 (Cash)					
									Amount
									\$1,810.63
98693	104 - Payroll Clearing Fund	Open		Cash Account	Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Paying Fund			104.11000 (Cash)					
									Amount
									\$439.13
98694	104 - Payroll Clearing Fund	Open		Cash Account	Accounts Payable	ALVES, JOSEPH	\$112.94		
	Paying Fund			104.11000 (Cash)					
									Amount
									\$112.94
98695	420 - WATER	Open		Cash Account	Accounts Payable	ANJOS, FRANK	\$139.91		
	Paying Fund			420.11000 (Cash)					
									Amount
									\$139.91
98696	410 - WATER QUALITY CONTROL (WQC)	Open		Cash Account	Accounts Payable	BEEVERS, SAM	\$150.00		
	Paying Fund			410.11000 (Cash)					
									Amount
									\$150.00
98697	410 - WATER QUALITY CONTROL (WQC)	Open		Cash Account	Accounts Payable	CALLAWAY, MIKE	\$139.91		
	Paying Fund			410.11000 (Cash)					
									Amount
									\$139.91
98698	405 - Building	Open		Cash Account	Accounts Payable	CASTLEBERRY, TIMOTHY	\$150.00		
	Paying Fund			405.11000 (Cash)					
									Amount
									\$150.00
98699	255 - CDBG	Open		Cash Account	Accounts Payable	CRAWFURD, PATRICK	\$150.00		
	Paying Fund			255.11000 (Cash)					
									Amount
									\$150.00
98700	246 - Landscape Assessment	Open		Cash Account	Accounts Payable	DAVIDSON, SHAWN	\$150.00		
	Paying Fund			246.11000 (Cash)					
									Amount
									\$150.00
	410 - WATER QUALITY CONTROL (WQC)	Open		Cash Account	Accounts Payable		\$150.00		
	Paying Fund			410.11000 (Cash)					
									Amount
									\$150.00



# Payment Register

From Payment Date: 8/1/2014 - To Payment Date: 8/7/2014

Paying Fund		Cash Account	Amount
98714	08/05/2014 Open	502.11000 (Cash)	\$150.00
	Paying Fund	Accounts Payable GUERRERO, ROGELIO	\$145.28
98715	08/05/2014 Open	410.11000 (Cash)	\$145.28
	Paying Fund	Accounts Payable GUTIERREZ, ORLANDO	\$124.99
98716	08/05/2014 Open	420.11000 (Cash)	\$124.99
	Paying Fund	Accounts Payable GUTIERREZ JR, RUDY	\$150.00
98717	08/05/2014 Open	246.11000 (Cash)	\$150.00
	Paying Fund	Accounts Payable HACKBARTH JR., WALLACE	\$150.00
98718	08/05/2014 Open	410.11000 (Cash)	\$150.00
	Paying Fund	Accounts Payable HAGGSTROM, SCOTT	\$150.00
98719	08/05/2014 Open	110.11000 (Cash)	\$150.00
	Paying Fund	Accounts Payable HIGNITE, DENNIS	\$150.00
98720	08/05/2014 Open	505.11000 (Cash)	\$96.85
	Paying Fund	Accounts Payable HOLMES, BROCK	\$134.99
98721	08/05/2014 Open	420.11000 (Cash)	\$96.85
	Paying Fund	Accounts Payable HUFF, DAVID	\$134.99
98722	08/05/2014 Open	410.11000 (Cash)	\$134.99
	Paying Fund	Accounts Payable HUMPHRES, KEITH	\$134.52
98723	08/05/2014 Open	410.11000 (Cash)	\$134.52
	Paying Fund	Accounts Payable JEFFERS, DOUGLAS	\$150.00
98724	08/05/2014 Open	205.11000 (Cash)	\$150.00
	Paying Fund	Accounts Payable JIMENEZ, DARIN	\$150.00
98725	08/05/2014 Open	205.11000 (Cash)	\$150.00
	Paying Fund	Accounts Payable JOHNSTON, MICHAEL	\$150.00

# Payment Register

From Payment Date: 8/1/2014 - To Payment Date: 8/7/2014

98726	246 - Landscape Assessment 08/05/2014 Paying Fund	Open	246.11000 (Cash)	Accounts Payable	KHINOO, DURAYE	\$150.00
98727	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	LA CROSS, RANDY	\$150.00
98728	420 - WATER 08/05/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	LEE, DAVID	\$150.00
98729	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	LELLHAME, JARED	\$150.00
98730	205 - Sports Facilities 08/05/2014 Paying Fund	Open	205.11000 (Cash)	Accounts Payable	LEON, SERGIO	\$150.00
98731	205 - Sports Facilities 08/05/2014 Paying Fund	Open	205.11000 (Cash)	Accounts Payable	LOMELI, MARTIN	\$150.00
98732	110 - General Fund 08/05/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	LOPEZ, TONY	\$150.00
98733	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	LOPEZ, JOSE	\$134.52
98734	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	LOUIS, DAN	\$150.00
98735	217 - Streets - Gas Tax 08/05/2014 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	MASSEY, CHARLES	\$150.00
98736	217 - Streets - Gas Tax 08/05/2014 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	MEDRANO, FRANK	\$150.00
98737	246 - Landscape Assessment 08/05/2014 Paying Fund	Open	246.11000 (Cash)	Accounts Payable	MELENDEZ, EDUARDO	\$150.00
	410 - WATER QUALITY CONTROL (WQC) Paying Fund		410.11000 (Cash)			\$150.00

# Payment Register

From Payment Date: 8/1/2014 - To Payment Date: 8/7/2014

Payment ID	Date	Account	Open	Account Type	Account Name	Account Payable	Amount
98738	08/05/2014	Paying Fund	Open	Cash Account	MIKKELSEN, ANDREW	Accounts Payable	\$150.00
				420.11000 (Cash)			\$150.00
98739	08/05/2014	Paying Fund	Open	Cash Account	MIKKELSEN, CARL	Accounts Payable	\$150.00
				505.11000 (Cash)			\$150.00
98740	08/05/2014	Paying Fund	Open	Cash Account	MILLER, MONTY	Accounts Payable	\$150.00
				420.11000 (Cash)			\$150.00
98741	08/05/2014	Paying Fund	Open	Cash Account	MORING, BRAD	Accounts Payable	\$150.00
				420.11000 (Cash)			\$150.00
98742	08/05/2014	Paying Fund	Open	Cash Account	MURPHY, SHAUN	Accounts Payable	\$150.00
				410.11000 (Cash)			\$150.00
98743	08/05/2014	Paying Fund	Open	Cash Account	OSTRANDER, ERIC	Accounts Payable	\$150.00
				410.11000 (Cash)			\$150.00
98744	08/05/2014	Paying Fund	Open	Cash Account	PERALES, CARLOS	Accounts Payable	\$150.00
				410.11000 (Cash)			\$150.00
98745	08/05/2014	Paying Fund	Open	Cash Account	PERRIEN, TOBIAS	Accounts Payable	\$150.00
				110.11000 (Cash)			\$150.00
98746	08/05/2014	Paying Fund	Open	Cash Account	PERRY JR, DOYLE	Accounts Payable	\$134.94
				410.11000 (Cash)			\$134.94
98747	08/05/2014	Paying Fund	Open	Cash Account	PETERSEN, MIKE	Accounts Payable	\$150.00
				405.11000 (Cash)			\$150.00
98748	08/05/2014	Paying Fund	Open	Cash Account	PINEDO JR, ALBERT	Accounts Payable	\$150.00
				410.11000 (Cash)			\$150.00
98749	08/05/2014	Paying Fund	Open	Cash Account	QUINTERO, MANUEL	Accounts Payable	\$150.00
				502.11000 (Cash)			\$150.00
98750	08/05/2014	Paying Fund	Open	Cash Account	REISCHMAN, ROBERT	Accounts Payable	\$150.00

# Payment Register

From Payment Date: 8/1/2014 - To Payment Date: 8/7/2014

Paying Fund	Cash Account	Amount
98751	217 - Streets - Gas Tax 08/05/2014 Open Paying Fund	\$150.00
98752	217 - Streets - Gas Tax 08/05/2014 Open Paying Fund	\$150.00
98753	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Open Paying Fund	\$150.00
98754	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Open Paying Fund	\$150.00
98755	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Open Paying Fund	\$150.00
98756	110 - General Fund 08/05/2014 Open Paying Fund	\$150.00
98757	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Open Paying Fund	\$134.98
98758	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Open Paying Fund	\$104.99
98759	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Open Paying Fund	\$150.00
98760	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Open Paying Fund	\$150.00
98761	420 - WATER 08/05/2014 Open Paying Fund	\$150.00
98762	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Open Paying Fund	\$150.00

# Payment Register

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98763	205 - Sports Facilities 08/05/2014 Paying Fund	Open	205.11000 (Cash)	Accounts Payable	TRUJILLO, GUY	\$150.00
			Cash Account			Amount
98764	110 - General Fund 08/05/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	VILLA, YORFI	\$145.99
			Cash Account			Amount
98765	110 - General Fund 08/05/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	VIRGO, JANICE	\$139.90
			Cash Account			Amount
98766	420 - WATER 08/05/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	VISSER, HANS	\$128.99
			Cash Account			Amount
98767	110 - General Fund 08/05/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	VIVO, MEGAN	\$150.00
			Cash Account			Amount
98768	420 - WATER 08/05/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	VON BERKEFELDT, MATHEW	\$80.70
			Cash Account			Amount
98769	502 - Engineering 08/05/2014 Paying Fund	Open	502.11000 (Cash)	Accounts Payable	WILLIAMS, CASEY	\$150.00
			Cash Account			Amount
98770	217 - Streets - Gas Tax 08/05/2014 Paying Fund	Open	217.11000 (Cash)	Accounts Payable	WINTERS, ROBERT	\$150.00
			Cash Account			Amount
98771	420 - WATER 08/05/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	WOOSTER, KENNETH	\$123.76
			Cash Account			Amount
98772	410 - WATER QUALITY CONTROL (WQC) 08/05/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	WYATT, RICK	\$150.00
			Cash Account			Amount
98773	405 - Building 08/07/2014 Paying Fund	Open	405.11000 (Cash)	Accounts Payable	ABS DIRECT INC	\$763.13
			Cash Account			Amount
98774	420 - WATER 08/07/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	AIRGAS NCN	\$493.51
			Cash Account			Amount
	110 - General Fund		110.11000 (Cash)			\$493.51

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Payment ID	Payment Date	Open	Paying Fund	Account	Account Type	Amount
98775	08/07/2014	Open	110 - General Fund	AMERICAN MESSAGING	Accounts Payable	\$28.79
98776	08/07/2014	Open	110 - General Fund	AMERICAN MESSAGING	Accounts Payable	\$76.73
98777	08/07/2014	Open	110 - General Fund	AT&T MOBILITY	Accounts Payable	\$3,111.18
98778	08/07/2014	Open	110 - General Fund	CALIF DEPT OF TRANS	Accounts Payable	\$6,746.23
98779	08/07/2014	Open	216 - Streets - Local Transportation	CAROLLO ENGINEERS	Accounts Payable	\$31,672.78
98780	08/07/2014	Open	415 - Sewer Bond Projects	CHAMPION INDUSTRIAL	Accounts Payable	\$6,172.74
98781	08/07/2014	Open	505 - Fleet	COMBINED BENEFITS ADMIN C	Accounts Payable	\$222,942.61
98782	08/07/2014	Open	511 - Health Care	COSTCO	Accounts Payable	\$2,506.85
98783	08/07/2014	Open	266 - Police Services Grants	DEPT OF CONSERVATION	Accounts Payable	\$3,811.03
			110 - General Fund			\$4,011.61
			405 - Building			(\$200.58)



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Account Number	Account Name	Account Type	Amount
98795	110 - General Fund 08/07/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	\$8.11 \$389.93
98796	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 08/07/2014 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable	\$92.02 \$297.91 \$746.64
98797	410 - WATER QUALITY CONTROL (WQC) 08/07/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable	\$746.64 \$42.07
98798	110 - General Fund 08/07/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	\$42.07 \$31,953.02
98799	216 - Streets - Local Transportation 08/07/2014 Open Paying Fund	216.11000 (Cash) Accounts Payable	\$31,953.02 \$115.00
98800	502 - Engineering 08/07/2014 Open Paying Fund	502.11000 (Cash) Accounts Payable	\$115.00 \$50,000.00
98801	257 - State HOME Funds 08/07/2014 Open Paying Fund	257.11000 (Cash) Accounts Payable	\$50,000.00 \$18,597.32
98802	110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - Fixed Route 505 - Fleet 08/07/2014 Open Paying Fund	110.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 426.11000 (Cash) 505.11000 (Cash) Accounts Payable	\$1,689.87 \$1,062.04 \$1,755.41 \$12,181.08 \$75.53 \$1,833.39 \$58,286.45
98803	215 - Streets - Grant Funded Projects 08/07/2014 Open Paying Fund	215.11000 (Cash) Accounts Payable	\$58,286.45 \$602.00
98804	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 08/07/2014 Open Paying Fund	110.11000 (Cash) 410.11000 (Cash) Accounts Payable	\$202.00 \$400.00 \$729.48

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Paying Fund	Cash Account	Amount
98805	255 - CDBG 08/07/2014 Open Paying Fund	\$729.48 TURLOCK SCAVENGER CO INC
98806	110 - General Fund 08/07/2014 Open Paying Fund	\$63,952.36 TURLOCK TRANSFER INC
98807	204 - AB 939 Integrated Waste Mgmt 08/07/2014 Open Paying Fund	\$17,909.05 UNITED SAMARITANS FDT INC
98808	255 - CDBG 08/07/2014 Open Paying Fund	\$3,614.33 UTILITY TELEPHONE, INC.
98809	501 - Information Technology 08/07/2014 Open Paying Fund	\$522.40 ZALREICH CHEMICAL CO INC
98810	410 - WATER QUALITY CONTROL (WQC) 08/07/2014 Open Paying Fund	\$17,655.89 CHADHA CONSTRUCTION
98811	110 - General Fund 08/07/2014 Open Paying Fund	\$10,343.85 FIGUEROA, ELIZABETH
98812	110 - General Fund 08/07/2014 Open Paying Fund	\$500.00 MAGANA, ANGELICA
98813	110 - General Fund 08/07/2014 Open Paying Fund	\$29.50 MANN, TAWINDER
98814	301 - Capital Improvements 08/07/2014 Open Paying Fund	\$2.50 VACA, JASZMEERA
	110 - General Fund	\$300.00
Type Check Totals:	125 Transactions	\$603,995.83
AP - Accounts Payable Totals		

Reconciled Amount

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Open	125	\$603,995.83	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
<b>Total</b>	<b>125</b>	<b>\$603,995.83</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	125	\$603,995.83	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>125</b>	<b>\$603,995.83</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	125	\$603,995.83	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>125</b>	<b>\$603,995.83</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	125	\$603,995.83	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>125</b>	<b>\$603,995.83</b>	<b>\$0.00</b>

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
98815	08/13/2014	Open			Utility Management Refund	BARROSO, ROSA	\$98.79		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$98.79		
98816	08/13/2014	Open			Utility Management Refund	CHAUDHURY, TUHIN	\$452.40		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$452.40		
98817	08/13/2014	Open			Utility Management Refund	CLEMENT, ANTHONY	\$217.46		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$217.46		
98818	08/13/2014	Open			Utility Management Refund	FAST, THERESA	\$55.80		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$55.80		
98819	08/13/2014	Open			Utility Management Refund	FIORI, LUCILLE, A	\$93.40		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$93.40		
98820	08/13/2014	Open			Utility Management Refund	ISMAIL, SARGON	\$114.15		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$114.15		
98821	08/13/2014	Open			Utility Management Refund	JOHAL, DALJIT, SINGH	\$218.67		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3.35		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$9.42		
	420 - WATER			420.11000 (Cash)			\$205.90		
98822	08/13/2014	Open			Utility Management Refund	NUNO, TRINIDAD	\$47.65		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$47.65		
98823	08/13/2014	Open			Utility Management Refund	PRITCHARD, LOUISE	\$142.88		
	Paying Fund			Cash Account			Amount		

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98824	420 - WATER	08/13/2014	Open	420.11000 (Cash)	Utility Management Refund	SANDHU, MANJIT, SINGH	\$142.88
	Paying Fund			Cash Account			Amount
98825	420 - WATER	08/13/2014	Open	420.11000 (Cash)	Utility Management Refund	TEIXEIRA, SHENIQUE	\$154.10
	Paying Fund			Cash Account			Amount
98826	420 - WATER	08/13/2014	Open	420.11000 (Cash)	Utility Management Refund	WRIGHT, JARED	\$141.55
	Paying Fund			Cash Account			Amount
98827	110 - General Fund	420 - WATER	08/14/2014	Open	420.11000 (Cash)	AIR SOLUTIONS INC	\$7.40
	Paying Fund			Cash Account			Amount
98828	410 - WATER QUALITY CONTROL (WQC)	08/14/2014	Open	410.11000 (Cash)	Accounts Payable	AIRGAS NCN	\$132.95
	Paying Fund			Cash Account			Amount
98829	410 - WATER QUALITY CONTROL (WQC)	08/14/2014	Open	410.11000 (Cash)	Accounts Payable	ALL ABOUT FENCE, RANDY, PHILLIPS	\$6,542.20
	Paying Fund			Cash Account			Amount
98830	110 - General Fund	08/14/2014	Open	110.11000 (Cash)	Accounts Payable	ALL VALLEY SMOG INC	\$718.65
	Paying Fund			Cash Account			Amount
98831	110 - General Fund	217 - Streets - Gas Tax	08/14/2014	Open	110.11000 (Cash)	APPLIED PEST MANAGEMENT INC	\$285.00
	Paying Fund			Cash Account			Amount
98832	410 - WATER QUALITY CONTROL (WQC)	08/14/2014	Open	410.11000 (Cash)	Accounts Payable	AT&T / CALNET 2	\$57.75
	Paying Fund			Cash Account			Amount
	110 - General Fund	205 - Sports Facilities					\$24.75
	255 - CDBG	405 - Building					\$24.75
	410 - WATER QUALITY CONTROL (WQC)						\$220.00
	Paying Fund			Cash Account			Amount
	110 - General Fund	205 - Sports Facilities					\$220.00
	255 - CDBG	405 - Building					\$4,553.44
	410 - WATER QUALITY CONTROL (WQC)						\$39.19
	Paying Fund			Cash Account			Amount
	110 - General Fund	205 - Sports Facilities					\$13.06
	255 - CDBG	405 - Building					\$12.61
	410 - WATER QUALITY CONTROL (WQC)						\$197.93
	Paying Fund			Cash Account			Amount

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420 - WATER	420.11000 (Cash)			\$36.77
426 - Transit - Fixed Route	426.11000 (Cash)			\$66.66
501 - Information Technology	501.11000 (Cash)			\$86.45
502 - Engineering	502.11000 (Cash)			\$13.61
505 - Fleet	505.11000 (Cash)			\$102.61
08/14/2014 Open	Accounts Payable	AT&T/SBC		\$97.92
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$97.92
08/14/2014 Open	Accounts Payable	AVID IDENTIFICATION INC		\$708.75
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$708.75
08/14/2014 Open	Accounts Payable	BERGMAN LANDSCAPE INC		\$3,748.86
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$3,748.86
08/14/2014 Open	Accounts Payable	BURTON'S FIRE APPARATUS		\$5,076.98
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$5,076.98
08/14/2014 Open	Accounts Payable	CHAMPION INDUSTRIAL		\$958.95
Paying Fund	Cash Account		Amount	
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$757.28
425 - Transit - Dial-A-Ride	425.11000 (Cash)			\$201.67
08/14/2014 Open	Accounts Payable	CHARTER COMMUNICATIONS		\$78.36
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$16.69
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$3.33
420 - WATER	420.11000 (Cash)			\$3.34
501 - Information Technology	501.11000 (Cash)			\$55.00
08/14/2014 Open	Accounts Payable	CHICAGO TITLE COMPANY		\$50,000.00
Paying Fund	Cash Account		Amount	
256 - Stanislaus Housing Consortia	256.11000 (Cash)			\$50,000.00
08/14/2014 Open	Accounts Payable	CITY OF TURLOCK - CASH		\$180.96
Paying Fund	Cash Account		Amount	
110 - General Fund	110.11000 (Cash)			\$150.84
270 - Recreation Grants	270.11000 (Cash)			\$10.10
405 - Building	405.11000 (Cash)			\$8.00
502 - Engineering	502.11000 (Cash)			\$12.02
08/14/2014 Open	Accounts Payable	CLARK PEST CONTROL INC		\$4,486.00

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Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$469.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,017.00
08/14/2014 Open	Accounts Payable	COMBINED BENEFITS ADMIN C
Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	\$77,055.87
08/14/2014 Open	Accounts Payable	COMMUNITY VETERINARY CLIN
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$334.80
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$300.00
08/14/2014 Open	Accounts Payable	CUMMINS WEST INC
Paying Fund	Cash Account	Amount
426 - Transit - Fixed Route	426.11000 (Cash)	\$82.60
08/14/2014 Open	Accounts Payable	CURTIS & SONS INC, L N
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$88.95
08/14/2014 Open	Accounts Payable	CUSTOM LOCKSMITH & ALARM INC
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$159.71
305 - Capital Facility Fees	305.11000 (Cash)	\$6,091.50
08/14/2014 Open	Accounts Payable	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$225.00
08/14/2014 Open	Accounts Payable	ENGINEERED FIRE SYST INC
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$3,915.00
08/14/2014 Open	Accounts Payable	EZ AXESS INC
Paying Fund	Cash Account	Amount
266 - Police Services Grants	266.11000 (Cash)	\$17,000.00
08/14/2014 Open	Accounts Payable	FASTENAL COMPANY INC
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,464.88
420 - WATER	420.11000 (Cash)	\$117.86
08/14/2014 Open	Accounts Payable	FINANCIAL CREDIT NETWORK
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$279.32

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98852	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$169.02
	420 - WATER	420.11000 (Cash)				\$136.00
	08/14/2014 Open	Accounts Payable	GEOANALYTICAL LAB INC			\$5,247.13
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$2,279.83
	420 - WATER	420.11000 (Cash)				\$2,967.30
98853	08/14/2014 Open	Accounts Payable	GOMES & SONS INC, JOE M			\$24,575.87
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)				\$13,992.59
	205 - Sports Facilities	205.11000 (Cash)				\$494.42
	217 - Streets - Gas Tax	217.11000 (Cash)				\$1,749.71
	246 - Landscape Assessment	246.11000 (Cash)				\$2,061.04
	405 - Building	405.11000 (Cash)				\$225.44
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$2,888.91
	420 - WATER	420.11000 (Cash)				\$1,138.29
	425 - Transit - Dial-A-Ride	425.11000 (Cash)				\$1,015.74
	426 - Transit - Fixed Route	426.11000 (Cash)				\$726.92
	502 - Engineering	502.11000 (Cash)				\$189.78
	505 - Fleet	505.11000 (Cash)				\$93.03
98854	08/14/2014 Open	Accounts Payable	HARDER'S PRINT SHOP INC			\$241.08
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)				\$241.08
98855	08/14/2014 Open	Accounts Payable	HENSLEY'S PAVING & ENGR			\$3,671.32
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)				\$3,671.32
98856	08/14/2014 Open	Accounts Payable	HILMAR READY MIX			\$403.61
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$295.98
	420 - WATER	420.11000 (Cash)				\$107.63
98857	08/14/2014 Open	Accounts Payable	HOLT OF CALIFORNIA INC			\$1,002.20
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)				\$1,002.20
98858	08/14/2014 Open	Accounts Payable	HOWARD TRAINING CENTER			\$3,333.34
	Paying Fund	Cash Account			Amount	
	255 - CDBG	255.11000 (Cash)				\$3,333.34
98859	08/14/2014 Open	Accounts Payable	HSQ INC			\$1,666.19
	Paying Fund	Cash Account			Amount	

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98860	410 - WATER QUALITY CONTROL (WQC)	08/14/2014	Open	410.11000 (Cash)	Accounts Payable	HUNTINGTON COURT REPORTER	\$1,668.19
	Paying Fund			Cash Account			Amount
	110 - General Fund			110.11000 (Cash)		INDEPENDENT ELECTRIC INC	\$1,329.24
98861	08/14/2014	Open		Cash Account			Amount
	110 - General Fund			110.11000 (Cash)		INDEPENDENT ELECTRIC INC	\$253.99
	246 - Landscape Assessment			246.11000 (Cash)			\$309.88
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$48.97
	420 - WATER			420.11000 (Cash)		INDUSTRIAL ELECTRIC INC	\$660.39
98862	08/14/2014	Open		Cash Account			Amount
	110 - General Fund			110.11000 (Cash)		JORGENSEN & CO INC	\$480.73
98863	08/14/2014	Open		Cash Account			Amount
	110 - General Fund			110.11000 (Cash)		KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$329.93
98864	08/14/2014	Open		Cash Account			Amount
	110 - General Fund			110.11000 (Cash)		LANGUAGE LINE SERVICES	\$10.75
98865	08/14/2014	Open		Cash Account			Amount
	110 - General Fund			110.11000 (Cash)		LEHIGH HANSON INC	\$520.78
98866	08/14/2014	Open		Cash Account			Amount
	217 - Streets - Gas Tax			217.11000 (Cash)		LEXISNEXIS RISK SOLUTIONS FL INC	\$50.00
98867	08/14/2014	Open		Cash Account			Amount
	110 - General Fund			110.11000 (Cash)		MISSION LINEN SUPPLY INC	\$4,197.40
98868	08/14/2014	Open		Cash Account			Amount
	110 - General Fund			110.11000 (Cash)			\$1,110.64
	205 - Sports Facilities			205.11000 (Cash)			\$94.35
	217 - Streets - Gas Tax			217.11000 (Cash)			\$120.60

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98869	246 - Landscape Assessment	246.11000 (Cash)			\$443.88
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,614.69
	420 - WATER	420.11000 (Cash)			\$303.15
	505 - Fleet	505.11000 (Cash)			\$510.09
	08/14/2014 Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL		\$406.00
	Paying Fund	Cash Account		Amount	
98870	203 - Animal Fee Forfeiture	203.11000 (Cash)			\$406.00
	08/14/2014 Open	Accounts Payable	MOTOROLA INC		\$1,258.74
	Paying Fund	Cash Account		Amount	
98871	110 - General Fund	110.11000 (Cash)			\$1,258.74
	08/14/2014 Open	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.		\$751.43
	Paying Fund	Cash Account		Amount	
98872	110 - General Fund	110.11000 (Cash)			\$751.43
	08/14/2014 Open	Accounts Payable	NAPA AUTO PARTS		\$348.81
	Paying Fund	Cash Account		Amount	
98873	110 - General Fund	110.11000 (Cash)			\$302.28
	217 - Streets - Gas Tax	217.11000 (Cash)			(\$15.95)
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$30.91
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			\$31.57
	08/14/2014 Open	Accounts Payable	NEXT LEVEL PARTS INC		\$408.01
	Paying Fund	Cash Account		Amount	
98874	110 - General Fund	110.11000 (Cash)			\$335.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$73.01
	08/14/2014 Open	Accounts Payable	P G & E		\$116.45
	Paying Fund	Cash Account		Amount	
98875	110 - General Fund	110.11000 (Cash)			\$116.45
	08/14/2014 Open	Accounts Payable	PACIFIC STORAGE COMPANY		\$405.00
	Paying Fund	Cash Account		Amount	
98876	110 - General Fund	110.11000 (Cash)			\$374.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$31.00
	08/14/2014 Open	Accounts Payable	PRIME SHINE INC		\$175.00
	Paying Fund	Cash Account		Amount	
98877	110 - General Fund	110.11000 (Cash)			\$157.50
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$14.00
	502 - Engineering	502.11000 (Cash)			\$3.50
	08/14/2014 Open	Accounts Payable	PROJECT SENTINEL INC		\$6,857.27

# Payment Register

From Payment Date: 8/8/2014 - To Payment Date: 8/14/2014

Paying Fund	Cash Account	Amount
98878	255 - CDBG 08/14/2014 Open Paying Fund	\$6,857.27 Accounts Payable PROTECH SECURITY/ELEC INC Amount \$70.00
98879	110 - General Fund 08/14/2014 Open Paying Fund	\$70.00 Accounts Payable R & B COMPANY Amount \$673.30
98880	420 - WATER 08/14/2014 Open Paying Fund	\$673.30 Accounts Payable SAFE-T-LITE CO INC Amount \$181.79
98881	410 - WATER QUALITY CONTROL (WQC) 08/14/2014 Open Paying Fund	\$181.79 Accounts Payable SAFETY-KLEEN CORPORATION Amount \$134.32
98882	410 - WATER QUALITY CONTROL (WQC) 08/14/2014 Open Paying Fund	\$134.32 Accounts Payable SEEGER'S PRINTING INC Amount \$1,074.10
98883	204 - AB 939 Integrated Waste Mgmt 08/14/2014 Open Paying Fund	\$1,074.10 Accounts Payable SHORE CHEMICAL COMPANY Amount \$42.40
98884	420 - WATER 08/14/2014 Open Paying Fund	\$42.40 Accounts Payable SIEMENS INDUSTRY INC Amount \$22,606.49
98885	216 - Streets - Local Transportation 08/14/2014 Open Paying Fund	\$22,606.49 Accounts Payable SIERRA FOOTHILL LAB INC Amount \$2,400.00
98886	410 - WATER QUALITY CONTROL (WQC) 08/14/2014 Open Paying Fund	\$2,400.00 Accounts Payable SOUSA-JOHNSON, ROSEMARY Amount \$242.16
98887	110 - General Fund 08/14/2014 Open Paying Fund	\$242.16 Accounts Payable STANISLAUS COUNCIL OF GOV Amount \$2,667.00
98888	110 - General Fund 08/14/2014 Open Paying Fund	\$2,667.00 Accounts Payable STATE OF CALIFORNIA Amount \$3,275.98
98889	110 - General Fund 08/14/2014 Open Paying Fund	\$3,275.98 Accounts Payable STILES TRUCK BODY INC Amount \$5,736.70

# Payment Register

From Payment Date: 8/8/2014 - To Payment Date: 8/14/2014

Account Number	Description	Account Type	Payable To	Amount
98890	112 - GF Reserve for Capital Purchases	112.11000 (Cash)		\$5,736.70
	08/14/2014 Open	Accounts Payable	T I D	\$82,910.43
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$27,766.48
	216 - Streets - Local Transportation	216.11000 (Cash)		\$1,900.14
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$3,902.83
	420 - WATER	420.11000 (Cash)		\$48,667.61
	426 - Transit - Fixed Route	426.11000 (Cash)		\$296.37
	505 - Fleet	505.11000 (Cash)		\$377.00
98891	08/14/2014 Open	Accounts Payable	TANKO STREET LIGHTING SVC	\$547.13
	Paying Fund	Cash Account		Amount
	246 - Landscape Assessment	246.11000 (Cash)		\$547.13
98892	08/14/2014 Open	Accounts Payable	TBA AUTO PARTS	\$2,336.92
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$1,361.04
	205 - Sports Facilities	205.11000 (Cash)		\$68.53
	217 - Streets - Gas Tax	217.11000 (Cash)		\$290.50
	246 - Landscape Assessment	246.11000 (Cash)		\$46.43
	405 - Building	405.11000 (Cash)		\$2.86
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$136.30
	420 - WATER	420.11000 (Cash)		\$98.18
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		\$133.36
	426 - Transit - Fixed Route	426.11000 (Cash)		\$199.72
98893	08/14/2014 Open	Accounts Payable	THORSENS INC	\$94.00
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$94.00
98894	08/14/2014 Open	Accounts Payable	TIRE DIST SYSTEM INC	\$465.02
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$11.49
	205 - Sports Facilities	205.11000 (Cash)		\$75.52
	217 - Streets - Gas Tax	217.11000 (Cash)		\$5.75
	246 - Landscape Assessment	246.11000 (Cash)		\$5.74
	420 - WATER	420.11000 (Cash)		\$5.75
	502 - Engineering	502.11000 (Cash)		\$360.77
98895	08/14/2014 Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$400,000.00
	Paying Fund	Cash Account		Amount
	110 - General Fund	110.11000 (Cash)		\$400,000.00

# Payment Register

From Payment Date: 8/8/2014 - To Payment Date: 8/14/2014

Payment ID	Date	Account	Account Type	Vendor	Amount
98896	08/14/2014	Open	Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	\$39,863.00
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$39,863.00	
98897	08/14/2014	Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	\$975.00
	Paying Fund	Cash Account		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		\$975.00	
98898	08/14/2014	Open	Accounts Payable	UNITED PAVEMENT MAINTENANCE	\$13,222.78
	Paying Fund	Cash Account		Amount	
	269 - Parks & Public Facilities Grants	269.11000 (Cash)		\$13,222.78	
98899	08/14/2014	Open	Accounts Payable	UNIVAR USA INC	\$4,129.71
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$4,129.71	
98900	08/14/2014	Open	Accounts Payable	VALLEY ENTRY SYSTEM INC	\$253.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		\$253.00	
98901	08/14/2014	Open	Accounts Payable	VAN DE POL ENTERPRISE INC	\$1,831.13
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		\$1,831.13	
98902	08/14/2014	Open	Accounts Payable	VERIZON WIRELESS	\$1,027.25
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		\$1,027.25	
98903	08/14/2014	Open	Accounts Payable	VETERINARY MED CTR INC	\$125.00
	Paying Fund	Cash Account		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		\$125.00	
98904	08/14/2014	Open	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00
	Paying Fund	Cash Account		Amount	
	502 - Engineering	502.11000 (Cash)		\$500.00	
98905	08/14/2014	Open	Accounts Payable	WEST PUBLISHING CORPORATION	\$144.32
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		\$144.32	
98906	08/14/2014	Open	Accounts Payable	WEST STEEL & PLASTIC	\$223.86
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$223.86	
98907	08/14/2014	Open	Accounts Payable	ZEE MEDICAL SERVICE CO	\$743.16
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$628.74	

# Payment Register

From Payment Date: 8/8/2014 - To Payment Date: 8/14/2014

98908	420 - WATER	08/14/2014	Open	420.11000 (Cash)	Accounts Payable	CAB AIR SYSTEMS INC.	\$114.42	\$501.53
	Paying Fund			Cash Account			Amount	
98909	110 - General Fund	08/14/2014	Open	110.11000 (Cash)	Accounts Payable	DUST BOWL BREWING CO LLC	\$501.53	\$330.00
	Paying Fund			Cash Account			Amount	
98910	110 - General Fund	08/14/2014	Open	110.11000 (Cash)	Accounts Payable	MARTIN, FALLON, M	\$330.00	\$117.04
	Paying Fund			Cash Account			Amount	
98911	410 - WATER QUALITY CONTROL (WQC)	08/14/2014	Open	410.11000 (Cash)	Accounts Payable	MEMO'S COCINA & TEQUILA BAR	\$58.52	\$8,800.00
	Paying Fund			420.11000 (Cash)	Accounts Payable	MEMO'S COCINA & TEQUILA BAR INC	\$58.52	
	Paying Fund			Cash Account			Amount	
	110 - General Fund			110.11000 (Cash)			\$8,800.00	\$845,779.53

Type Check Totals:  
 AP - Accounts Payable Totals 97 Transactions \$845,779.53

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$845,779.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$845,779.53	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$845,779.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$845,779.53	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$845,779.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 8/8/2014 - To Payment Date: 8/14/2014

All	Status	Count	Transaction Amount	Reconciled Amount
	Total	97	\$845,779.53	\$0.00
	Open	97	\$845,779.53	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$845,779.53	\$0.00

August 26, 2014  
6:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

DRAFT

- 
1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:04 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 presented a Proclamation to Coach John Cook and the California State University Stanislaus Warriors Men's Golf Team in recognition of being named the 2014 California Collegiate Athletic Association Tournament Champions.
    - B. Mayor Lazar presented certificates and recognized CEO Sharon Silva of the Turlock Chamber of Commerce, Dana McGarry of the Turlock Downtown Property Owner's Association, and CEO Chris Borovanski of the Stanislaus County Fairgrounds for their contributions and efforts toward the 2014 Fourth of July Celebration in Turlock.
    - C. Kurtis Clark, Director of Alliance Small Business Development Center, presented information on the upcoming Stanislaus Innovation Challenge, a competition designed to give Stanislaus County residents with viable and innovative new ideas or products a chance to get their idea funded.
  3. **A. SPECIAL BRIEFINGS:** None
  - B. STAFF UPDATES:** None
  - C. PUBLIC PARTICIPATION:**

Milt Trieweiler spoke regarding the drought, his efforts to conserve water resources, and his desire to see implementation of a tiered water rate schedule and limitations on industrial growth due to their high water usage.
  4. **A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:**

Councilmember DeHart declared a conflict of interest in regard to Consent Calendar Items 5N and 5O, due to a personal relationship with the claimant.
  - B. DISCLOSURE OF EX PARTE COMMUNICATIONS**
    1. Public Hearing Item 7B is a quasi-judicial proceeding. Council should disclose the following information if applicable
      - a. State for the public record the nature of the communication; and
      - b. With whom the ex parte communication was made; and
      - c. A brief statement as to the substance of the communication.

Councilmember Bublak indicated she was invited to the property by Ransom Piro and was shown the schematics.

Councilmember White indicated he received three e-mails similar to those provided at tonight's meeting.

Mayor Lazar indicated each Councilmember received a packet from the City Manager containing e-mails regarding this project.

Councilmember DeHart indicated he received the same packet containing the e-mails.

Councilmember Nascimento indicated he received the e-mails and had a conversation with his mother regarding her concerns about the exit onto Roberts Road.

Mayor Lazar indicated he had a phone conversation with developer Russ Newman in regard to the project.

City Attorney Phaedra Norton indicated the e-mails referenced by the Councilmembers were also submitted to the applicant in advance of tonight's meeting.

5. CONSENT CALENDAR:

Mayor Lazar advised that Items 5N and 5O would be removed from the Consent Calendar for separate consideration due to Councilmember DeHart's declared conflict of interest. He also indicated Item 5J would be removed for separate consideration.

**Action:** Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adopt the amended Consent Calendar. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- A. **Resolution No. 2014-141** Accepting Demands of 7/17/14 in the amount of \$1,177,237.00; Demands of 7/24/14 in the amount of \$823,526.64; Demands of 7/31/14 in the amount of \$1,181,257.38
- B. *Motion:* Accepting Minutes of Regular Meeting of August 12, 2014
- C. *Motion:* Accepting notification of Contract Change Order No. 1 in the amount of \$2,750 (Fund 215) for City Project No. 11-48, "Intersection Improvements at Golden State Boulevard and Del's Lane," bringing the contract total to \$371,074
- D.
  - 1. *Motion:* Approving Contract Change Order No. 2 (Final) in the amount of \$6,572.81 (Fund 305) for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements," bringing the contract total to \$119,624.58
  - 2. *Motion:* Accepting improvements for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements," and authorizing the City Engineer to file a Notice of Completion
- E.
  - 1. *Motion:* Approving Contract Change Order No. 1 (Final) in the amount of \$1,493.69 (Fund 217) for City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Avenue," bringing the contract total to \$53,159.69

- 2. Motion: Accepting improvements for City Project No. 13-48, "Roadway Widening at 1338 and 1344 East Avenue," and authorizing the City Engineer to file a Notice of Completion
- F. Motion: Approving Amendment No. 4 with Omni Means, Inc., for the preparation of a Project Study Report (PSR) and Plans, Specifications and Estimate (PS&E) for the modifications of State Route 99 Interchanges at Fulkerth Road, City Project No. 0828, "Update State Route 99/Fulkerth"
- G. **Resolution No. 2014-142** Approving the Federal Transit Administration (FTA) Title VI Program Update and authorizing the City Manager to sign all necessary documents
- H. Motion: Approving Amendment No. 3 with Quad Knopf, Inc., for the preparation of an Environmental Impact Report (EIR) and Master Plan document for the Morgan Ranch Residential Master Plan
- I. Motion: Approving Amendment No. 1 for the Service Agreement with First Transit, Inc., to provide transit operational services for the Turlock Bus Line Services from December 1, 2011 to November 30, 2017, reflecting the fixed amount and hourly rates identified in the current First Transit, Inc. agreement
- J. *Removed for separate consideration.*
- K. **Resolution No. 2014-143** Authorizing the City Manager or his designee to enter into an agreement with the San Joaquin Valley Stormwater Quality Partnership for the purposes of coordinating cooperative public outreach and education objectives outlined in the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit
- L. Motion: Approving the renewal of an Independent Contract between the City of Turlock and Dragon Sports to offer youth self defense classes
- M. **Resolution No. 2014-144** Re-appropriating unspent funds from Fiscal Year 2013-14 for the repair of the elevator located Turlock City Hall, 156 S. Broadway, Turlock, California
- N. *Removed for separate consideration.*
- O. *Removed for separate consideration.*
- P. Motion: Rejecting Claim for Damages filed by Natalie Uballe
- Q. Motion: Rejecting Claim for Damages filed by Fontana Wholesale Lumber

**Item 5J**

Municipal Services Director Michael Cooke presented the staff report on the request to authorize a blanket Out-of-Boundary Service Agreement for water services for property located within an unincorporated island of Stanislaus County, outside of City limits.

Council and staff discussion included clarification on providing water services to contiguous properties and county islands, funding for providing the services, and amending the initial motion to include language that the City Manager is authorized to execute the agreement.

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

**Action:** Motion by Councilmember White, seconded by Councilmember Bublak, Authorizing a blanket Out-of-Boundary Service Agreement for water services for property located within an unincorporated island of Stanislaus County, outside of City limits, and authorizing the City Manager to execute the agreement. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

Items 5N & 5O

- N. Motion: Rejecting Claim for Damages filed by Donnell Eugene Bak
- O. Motion: Rejecting Claim for Damages filed by Donnell Eugene Bak

**Action:** Motion by Councilmember White, seconded by Councilmember Bublak, to adopt Items 5N and 5O which were removed from the Consent Calendar for separate consideration. Motion carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Not Participating	Yes	Yes	Yes	Yes

6. FINAL READINGS: None

7. PUBLIC HEARINGS

- A. Capital Improvement Coordinator Wayne York presented the staff report on the request to establish a Residential Permit Parking Zone along Garden Lane and Garden Court, to include portions of Pedras Road adjacent to 901 Pedras Road and 2001 Garden Lane on the north side of the street, every day between the hours of 9:00 p.m. and 7:00 a.m.

Council and staff discussion included police oversight, permit guidelines, and hours of restriction.

Mayor Lazar opened the public hearing.

Lisa Ludwig spoke on behalf of Michael Orwitz of ISM Management Company and the residents of 920 Pedras as being against the establishment of the Residential Permit Parking Zone for reasons including it being discriminatory and not inclusionary, and the limited amount of parking available at the apartment complex.

Jade Mosely, resident of 920 Pedras, spoke against the establishment of the zone for reasons including it being discriminatory and the lack of parking at the apartment complex.

Melissa Sommerville noted she did not sign the petition, but spoke in favor of adjusting the hours of between 9:00 p.m. and 7:00 a.m. to between 11:00 p.m. and 7:00 a.m. to allow for guests with multiple vehicles.

Carrie Dompe spoke in favor of the establishment of the Residential Permit Parking Zone for reasons including problems residents are experiencing by non-residents such as the moving of garbage cans on garbage pickup days, vehicles being parked very closely to other vehicles, vandalism, car alarms, noise, loitering, and all-night partying.

Mayor Lazar closed the public hearing.

Council and staff discussion included the hours of restriction, the allowable suspension of enforcement for specifically identified periods of time, impacts on police due to enforcement activities, the possibility of reconfiguring the current apartment parking structure, parking standards for future complexes, impacts to other residential areas if approved, and the implementation process.

Mayor Lazar requested both parties consider finding middle ground through mediation.

Council discussion included involving both parties, City staff, and possibly a representative from outlying neighborhoods, and continuing the hearing for a period of up to 60 days to engage in mediation. City Attorney Phaedra Norton offered to coordinate the mediation process.

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart continuing the hearing for a period of up to 60 days, for establishing a Residential Permit Parking Zone along Garden Lane and Garden Court, to include portions of Pedras Road adjacent to 901 Pedras Road and 2001 Garden Lane on the north side of the street, every day between the hours of 9:00 p.m. and 7:00 a.m., with the mediation process to be coordinated by the City Attorney. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

Mayor Lazar recessed the City Council meeting.

Mayor Lazar reconvened the City Council meeting.

- B. Associate Planner Katie Quintero presented the staff report on the request to deny the appeal and affirm the Planning Commission Decision approving Minor Discretionary Permit 2014-01; Adopt the Mitigated Negative Declaration of Environmental Effect, incorporating the mitigation measures found in the Initial Study and Mitigation Monitoring Program prepared for this project having made the findings contained in the attached Draft City Council Resolution; and Approve Minor Discretionary Permit 2014-01 (Taco Bell).

Council discussion included history of the area zoning, subsequent improvements to Roberts Road should the project move forward, and reciprocal access requirements and agreements.

Mayor Lazar opened the public hearing.

Ray Franco spoke against approval of the project for reasons including impacts to area residents, rights of homeowners, ingress/egress issues, and the Turlock Municipal Code Section 9-3-301 requirement to minimize impact of commercial development on adjacent residential districts.

Pam Franco spoke against approval of the project for reasons including property owner rights, the potential for disorderly conduct, safety concerns related to jaywalkers, and traffic study concerns. Ms. Franco requested working out an arrangement that both sides could live with including potential changes to operating hours, requiring an on-site private security source, no driveway on Mountain View Road, and sending the matter back to the Planning Commission to work with Taco Bell and the property owners.

Colby Espinola spoke against approval of the project for reasons including traffic concerns that will affect the family oriented area and asked for speed bumps to be installed if the project is approved.

Rene Padilla spoke against approval for reasons including the 24-hour operation, slow police response, traffic concerns, and security issues related to high school students congregating in the area.

Lisa Padilla spoke against approval for reasons including 24-hour operation and traffic safety concerns.

Isabel Pierce spoke against approval on behalf of her husband, Steve Pierce, for reasons including traffic increases, speeding, and the location selected for the restaurant.

Dave Romano spoke in favor of approval on behalf of Taco Bell, Russ Newman, and owner Dave Olson, for reasons including expanding business, addition of three new conditions, and it being an appropriately zoned location.

Phillip Moss of BMI Architecture spoke in favor of the project and provided information relative to the traffic study performed, future traffic impacts, the noise study and their efforts mitigate noise to the existing residential area.

Council discussion included supply delivery to the restaurant, potential for a reciprocal access agreement, and impacts to the restaurant if the driveway on Mountain View Road was removed.

Scott Humphries spoke in support of the project for the reason that residents knew of the designated zoning before purchasing their residences.

Ray Franco spoke regarding the traffic survey and requested consideration be given to eliminate the driveway on Mountain View Road if they conceded their request for the block wall.

Mayor Lazar closed the public hearing.

*Mayor Lazar recessed the meeting to allow both parties to meet outside of the Council chambers to attempt concession/resolution of differences.*

*Mayor Lazar reconvened the meeting.*

Phil Moss advised that agreement by both parties had been reached through modification of the Conditions of Approval that:

- 1) At 10:00 p.m., bollards shall be placed in such a manner that patrons using the drive-thru cannot turn back into the restaurant parking lot which will necessitate an exit from the drive-thru onto Roberts Road; and
- 2) The dining room shall close at 10 p.m. seven days a week; and
- 3) The drive-thru shall remain open Sunday through Thursday from opening until 1 a.m., and Friday and Saturday from opening until 2 a.m.

**Action:** Motion by Councilmember White, seconded by Councilmember Bublak, Denying the appeal and affirming the Planning Commission Decision approving Minor Discretionary Permit 2014-01. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

Motion by Councilmember White, seconded by Councilmember Bublak, Adopting a Mitigated Negative Declaration of Environmental Effect, incorporating the mitigation measures found in the Initial Study and Mitigation Monitoring Program prepared for this project having made the findings contained in the attached Draft City Council Resolution. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

**Resolution No. 2014-145** Approving Minor Discretionary Permit 2014-01 (Taco Bell) consistent with the Planning Commission’s decision, subject to the modifications to the Conditions of Approval (outlined above) and the addition that the applicant will grant reciprocal access between the applicant’s property and the adjacent property immediately to the north, was introduced by Councilmember White, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

**8. SCHEDULED MATTERS:**

- A. Assistant to the City Manager for Economic Development and Housing Services Maryn Pitt presented the staff report on the request to approve a Memorandum of Understanding with Stanislaus County for the contract and development of a Regional Consolidated Plan for 2015-2020, a 2015 Annual Action Plan and an updated Assessment of Impediments to Fair Housing, and authorize the City Manager to execute all related documents to this cooperative project.

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

**Action:** Motion by Councilmember White, seconded by Councilmember Bublak, Approving a Memorandum of Understanding with Stanislaus County for the contract and development of a Regional Consolidated Plan for 2015-2020, a 2015 Annual Action Plan and an updated Assessment of Impediments to Fair Housing, and authorizing the City Manager to execute all related documents to this cooperative project. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- B. Fire Chief Tim Lohman presented the staff report on the request to authorize the City Manager to sign a tentative agreement between the City of Turlock Fire Department, City of Modesto Fire Department, City of Ceres Fire Department and Stanislaus Consolidated Fire Protection District to provide automatic aid in the case of a major fire, disaster or other emergency.

Council and staff discussion included future participation by other agencies and the benefits of regional collaboration on grants and equipment purchase and use.

Chief Sean Slamon of Modesto spoke regarding the benefits of the agreement including it will provide better service through efficiency, consistency, and increased safety.

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

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart, Authorizing the City Manager to sign a tentative agreement between the City of Turlock Fire Department, City of Modesto Fire Department, City of Ceres Fire Department and Stanislaus Consolidated Fire Protection District to provide automatic aid in the case of a major fire, disaster or other emergency. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS: None

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Items.

- A. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)  
*"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."*  
 Name of Case: Turlock Associated Police Officers vs. City of Turlock

**Action:** No reportable action.

- B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6  
*"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."*  
 Agency Negotiator: Mayor John Lazar  
 Unrepresented Employees: City Manager, City Attorney

**Action:** No reportable action.

- C. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)  
*"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."*

Agency Negotiators: Roy W. Wasden/Dave Young

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employee Association

Employee Organization: Turlock Firefighters Association. Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees:

Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Community Housing Program Supervisor, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Analyst, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Parks, Recreation & Public Facilities Director, Parks, Recreation & Public Facilities Superintendent, Payroll Coordinator, Principal Civil Engineer, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Utilities Manager, Water Quality Control Division Manager

**Action:** No reportable action.

## 12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 8:48 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver  
 City Clerk



## Council Synopsis

50  
September 9, 2014

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 3 in the amount of \$76,991.30 (Fund 415) for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1," bringing the contract total to \$23,242,454.58

### 2. DISCUSSION OF ISSUE:

On June 12, 2012, the City Council awarded a contract in the amount of \$23,090,000 to C. Overaa & Co. of Richmond, California, for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1."

Change Order History:

	Amount	City Council Meeting
Original Contract	\$23,090,000.00	6/12/2012
Change Order No. 1	\$324,475.00	7/26/2012
Change Order No. 2	(\$249,011.72)	6/10/2014
Change Order No. 3	\$76,991.30	9/9/2014
Adjusted Contract Total	\$23,242,454.58	

Change Order No. 3 includes:

#### A) **\$21,849 – Relocation of 30" diameter aeration air pipe**

Trench excavation for a section of 30" diameter aeration air pipe revealed an oversized thrust block on an existing mixed liquor line, which extended into the designed path of the new aeration air pipe. In order to protect the existing pipe, the trench was backfilled in the area of the thrust block and the pipe was relocated approximately 10' to the west and re-welded using a splice plate.

- B) **\$8,090 – Relocate dissolved oxygen probes at Aeration Basin No. 7**  
The design drawings showed dissolved oxygen probes located in the inlet to Aeration Basin No. 7. These instruments were relocated to the outlet of the basin. New conduits, cable, and electrical junction boxes were required to make this change.
- C) **\$23,318.30 – Change manufacturer of membrane diffusers at Aeration Basins No. 4 and No. 5**  
The scope of work of the original contract included replacing the membrane diffusers that distribute fine bubble air in Aeration Basins No. 4 and No. 5. The fine bubbles create an environment where beneficial aerobic microorganisms are able to consume and remove wastes from the wastewater. The contractor submitted and was approved to use membrane diffusers manufactured by SSI, as the submitted product met the requirements of the specifications. After the membrane diffusers were installed and in operation, ammonium levels were measured to be well above allowable limits. After re-installing the membranes to correct a potential installation issue, similar levels of ammonium removal were noted, pointing to a potential manufacturer's defect or some unknown installation issue. The manufacturer's representative visited the site to assess whether the membranes themselves were causing low ammonium removal. The manufacturer could not find a defect in the membranes themselves, or their installation. The activated sludge process performed in the aeration basins was beginning to impact the overall operation of the plant, and it was decided that a side by side test should be performed with membrane manufactured by SSI in one basin, and membrane diffusers in another basin manufactured by Sanitaire, the manufacturer of diffusers then installed at the treatment plant, in order to determine if the low ammonium removal rate was due to materials or operational conditions and keep the treatment process going to meet demand. After a one day test period, operations staff took the basin with the SSI diffusers out of service due to very low ammonium removal rates. It was eventually discovered that the amount of sludge and uneven distribution coming from Biotowers No. 1 and No. 2 into the aeration basins, as well as some instrument adjustments, were the cause of the low ammonium removal rates. Once these issues were addressed and operational conditions stabilized, the SSI membranes achieved satisfactory test results. This change order covers the cost to remove SSI membranes in one aeration basin and replace them with Sanitaire membranes to perform the side by side test.
- D) **\$23,734 – Furnish slide gate at splitter box for Aeration Basins No. 4 thru 7**  
City operations staff requested that a slide gate be added to the project on the inlet side of the splitter box for Aeration Basin No. 4 thru 7. This will allow flexibility in controlling flow to Aeration Basins No. 4 thru 7 as well as allow isolation of the splitter box and aeration basins for maintenance and repair.

As the construction project is estimated to be complete around the end of October 2014 and this slide gate will take 3-4 months to fabricate and ship, this change order item is to furnish the slide gate only so as not to extend the contract with Overaa and require additional mobilization charges. City staff intends to install this gate after it arrives.

**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 No. 3 are necessary in order to approve unforeseen and necessary extra work, and to meet City staff's requests not included in the original scope of work.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

**Goal(s):** b Address growth related issues (current and future)  
iii. Wastewater

This project increases the City's ability to effectively receive, treat, and discharge treated wastewater.

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:**

The costs associated with this change order are covered in the construction project line item no. 415-51-537.51270, "Construction Project." No budget adjustment is necessary.

No General Fund money will be used for this project.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

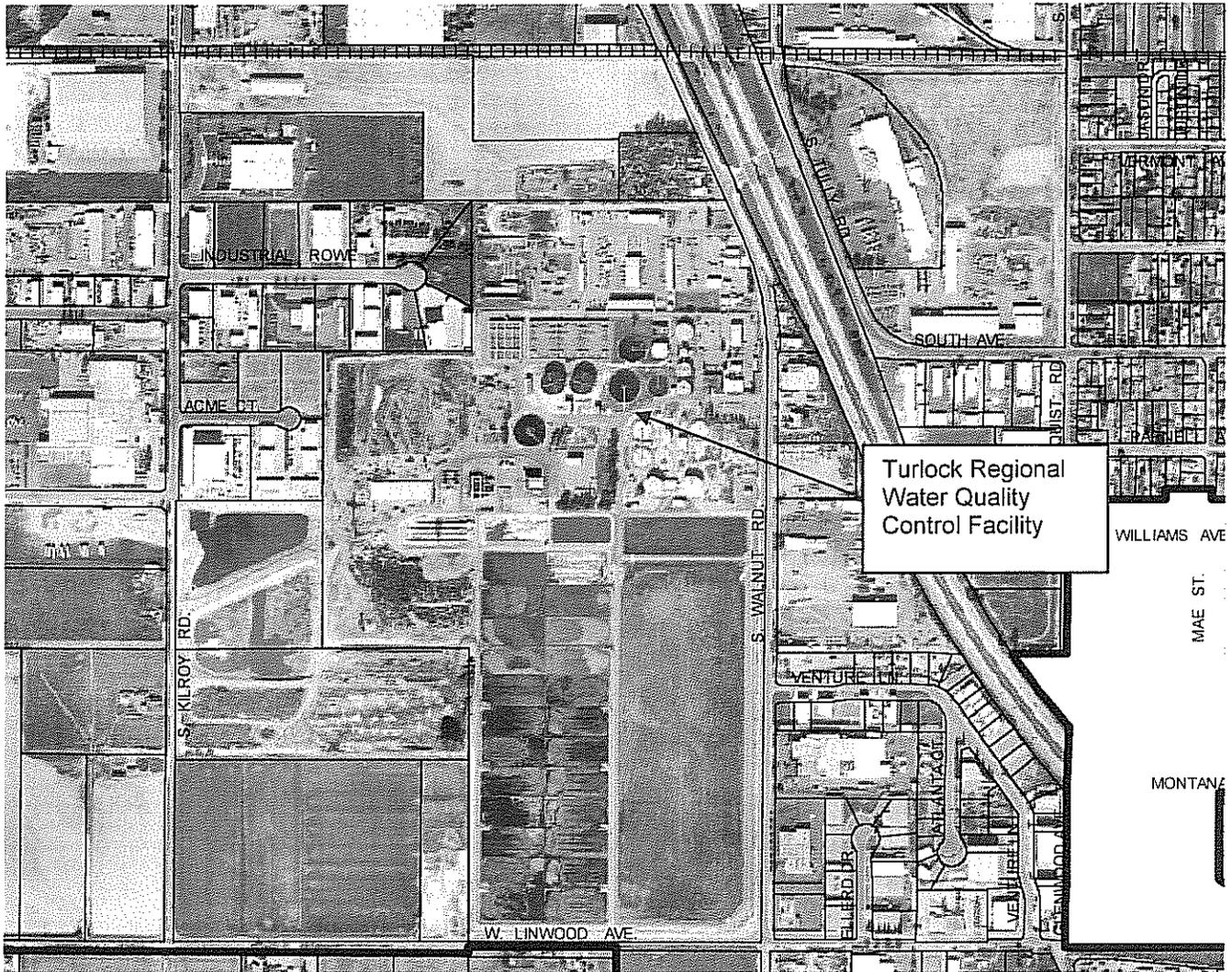
N/A

**7. ALTERNATIVES:**

- A). Not approve Change Order No. 3. This is not recommended as it is necessary to approve unforeseen and extra work necessary to meet project goals and to meet City staff's requests not included in the original scope of work.

Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment  
Expansion - Phase 1

City Project No. 0751





## CONTRACT CHANGE ORDER

**Date issued:** 9-Sep-14 **Change Order No.:** 3  
**Project Name:** Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity  
 Expansion - Phase 1

**C. Overaa & Co.**  
 200 Parr Blvd.  
 Richmond, CA 94801

**Project No.:** 0751  
**Original Contract:** \$23,090,000.000  
**Contract Award Date:** 6/12/2012

*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.	Relocation of 30" diameter aeration air pipe	LS	1	\$21,849.00
B.	Relocate DO probes at Aeration Basin No. 7	LS	1	\$8,090.00
C.	Change manufacturer of membrane diffusers at Aeration Basins 4 and 5	LS	1	\$23,318.30
D.	Furnish slide gate at splitter box for aeration basins no. 4 thru 7	LS	1	\$23,734.00
<b>Total this CCO=</b>				<b>\$76,991.30</b>

<b>The original contract sum =</b>	<b>\$23,090,000.00</b>
<b>Net change by previous change orders =</b>	<b>\$75,463.28</b>
<b>The contract sum will be (increased) by this Change Order =</b>	<b>\$76,991.30</b>
<b>The new contract sum including this change order will be =</b>	<b>\$23,242,454.58</b>
<b>The contract time is unchanged by this change order.</b>	

Accepted: \_\_\_\_\_ Contractor

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved: \_\_\_\_\_ City Manager

Date: \_\_\_\_\_



## Council Synopsis

5D

September 9, 2014

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 3 (Final) in the amount of \$10,126.08 (Fund 426) for City Project No. 12-59, "CNG Slow Fill Station Upgrade," bringing the contract total to \$353,657.62

Motion: Accepting improvements for City Project No. 12-59, "CNG Slow Fill Station Upgrade," and authorizing the City Engineer to file a Notice of Completion

### 2. DISCUSSION OF ISSUE:

On October 22, 2013, Council awarded a contract in the amount of \$330,000 to EFS West of Valencia, California for "CNG Slow Fill Station Upgrade."

Change Order History	Amount	City Council Meeting
Original Contract	\$ 330,000.00	October 22, 2013
Change Order No. 1	\$ 4,000.00	January 14, 2014
Change Order No. 2	\$ 9,531.54	July 8, 2014
Change Order No. 3 (Final)	\$ 10,126.08	September 9, 2014
Adjusted Contract Total	\$ 353,657.62	

Change Order No. 3 reimburses the contractor for demobilization and mobilization costs which were not part of the original scope of work.

Before the project was bid, City staff coordinated with PG&E to provide adequate volume and pressure of natural gas to the site. During construction of the project, PG&E realized that the existing branch gas line to the CNG slow fill station gas meter would not provide the volume needed to operate the upgraded station. Therefore, PG&E required the City to pay for an extension of the main gas line and installation of a new branch line and rotary style meter set assembly. The contractor was compensated to perform the PG&E trench work and concrete pad as part of Change Order No. 2. However, the timing of the change was such that the contractor ran out of other contract work before PG&E was available to

install the new branch line and inspect the trench and concrete pad, resulting in the contractor demobilizing from the site. When PG&E was available to install the gas line, the contractor mobilized to dig the trench and install the concrete pad, though since PG&E did not have a crew available to build and install the new meter set assembly on the concrete pad, the contractor demobilized from the site again to await completion of the meter set assembly by PG&E. After PG&E completed all their work, the contractor returned to complete the gas connection to the meter set assembly and begin startup operations.

The electrical subcontractor also incurred costs to demobilize from and mobilize to the site that was not part of the original scope of work. Prior to bidding the project, T.I.D. had identified a location to set a new pole and hang a new transformer to supply electric power to the new station. During construction of the project, T.I.D. realized that the location originally identified to set the new pole would not work due to overhead clearance issues. While discussing these overhead clearance issues with T.I.D., City Staff investigated other means to provide the needed electrical power without adding any additional power poles and overhead drops to the project. This potential change would have altered the on-site electrical design considerably, and upon learning of the increased costs, the contractor was directed to install the electrical improvements per plan, and a new location was identified to set a pole to provide the overhead electrical drop. The electrical subcontractor had demobilized from the site to await direction on how to proceed with providing the electrical power and mobilized back to the site after direction was received.

The contractor's base of operations is Valencia, California. Mobilization and demobilization costs are those costs such as travel, lodging, subsistence, needed to move personnel, equipment, supplies, and incidentals to and from the project site. These mobilization/demobilization cycles could not be anticipated at bid time and resulted in added costs to the contract. City staff has reviewed the submitted costs and related backup documentation submitted by the contractor and recommends approval of this change order.

**3. BASIS FOR RECOMMENDATION:**

- A. City Policy is that the City Engineer is authorized 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 proposed change order reimburses the contractor for demobilization and mobilization costs which were not part of the original scope of work.
- C. City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

**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:**

Funds have been encumbered in the project line number 426-40-415.51270 for contingencies such as this Contract Change Order No. 3. The adjusted contract amount of \$343,531.54 will be increased in the amount of \$10,126.08, bringing the contract total to \$353,657.62.

**Note:** No General Fund money will be used for this project.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A). Not approve Change Order No. 3. This option is not recommended by City Staff because it reimburses the contractor and subcontractor for multiple demobilization and mobilization costs which were not part of the original scope of work.

B). Deny acceptance of completed work. Staff does not recommend this as the contractor completed the work according to the approved plans and specifications.

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





## CONTRACT CHANGE ORDER

Date issued: 9-Sep-14 Change Order No.: 3 (FINAL)  
 Project Name: CNG Slow Fill Station Upgrade - Design Build Project

**EFS West**  
 28472 Constellation Road  
 Valencia, CA 91355  
 661-705-8200

Project No.: 12-59  
 Original Contract: \$330,000  
 Contract Award Date: October 3, 2013

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
Actual Amount Paid to Contractor for Bid Items (Attached)	---	---	---	\$330,000.00
Contractor's Bid Amount for Bid Items	---	---	---	\$330,000.00
<b>Subtotal of Difference</b>				<b>\$0.00</b>
Demobilization/Mobilization costs due to delayed utilities	LS	1	\$10,126.08	<b>\$10,126.08</b>
<b>Total this CCO=</b>				<b>\$10,126.08</b>
<i>The original contract sum =</i>				<b>\$330,000.00</b>
<i>Net change by previous change orders =</i>				<b>\$13,531.54</b>
<i>The contract sum will be (increased) by this Change Order =</i>				<b>\$10,126.08</b>
<i>The new contract sum including this change order will be =</i>				<b>\$353,657.62</b>
<i>The contract time will be increased by twenty two (22) working days</i>				

Accepted: \_\_\_\_\_  
 Contractor

Date: \_\_\_\_\_

Recommended: \_\_\_\_\_  
 Michael G. Pitcock, Development Services Director/City Engineer

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
 Roy W. Wasden, City Manager

Date: \_\_\_\_\_

# CITY OF TURLOCK

## FINAL QUANTITIES

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

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
<b>GENERAL CONDITIONS</b>								
1	PM/Site Supervision/Admin Labor	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
2	Office PM Admin Safety	LS	\$11,000.00	1.00	\$11,000.00	1.00	\$11,000.00	\$0.00
3	Mobilization	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
4	Site Expenses(Bonds, Fuel, Equipment)	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
<b>DESIGN/ENGINEERING/SUBMITTALS</b>								
5	30% Design	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
6	90% Design	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
7	Permits	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	\$0.00
8	Equipment Submittals	LS	\$45,000.00	1.00	\$45,000.00	1.00	\$45,000.00	\$0.00
<b>EQUIP /PROCUREMENT</b>								
9	Compressor @ 50% Finish	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
10	Dryer @ 50% Finish	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
11	Electrical/Piping Material Delivery	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
12	Compressor @ 100% Finish	LS	\$35,000.00	1.00	\$35,000.00	1.00	\$35,000.00	\$0.00
13	Dryer @ 100% Finish	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
14	Wiring Material delivery	LS	\$8,500.00	1.00	\$8,500.00	1.00	\$8,500.00	\$0.00
15	Tubing Package	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	\$0.00
16	Suction Line	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	\$0.00
<b>MECHANICAL</b>								
17	Compressor Piping to MSA	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
18	Compressor Piping to TF	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	\$0.00
19	Demo Existing Equipment	LS	\$9,000.00	1.00	\$9,000.00	1.00	\$9,000.00	\$0.00
<b>ELECTRICAL</b>								
20	Electrical Conduits	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	\$0.00
21	Set Switch Gear	LS	\$8,000.00	1.00	\$8,000.00	1.00	\$8,000.00	\$0.00
22	Pull Wire/Connect Equipment	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	\$0.00
23	Electrical sign Off /Green Tag	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	\$0.00
<b>EQUIPMENT INSTALLATION</b>								
24	Set/Anchor Dryer & Compressors	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	\$0.00
25	Set/Anchor Dispensers	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
<b>EQUIPMENT STARTUP/TESTING</b>								
26	Nitrogen Testing of High Pres Tubing	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	\$0.00
27	Startup Compressors/Dryer	LS	\$9,500.00	1.00	\$9,500.00	1.00	\$9,500.00	\$0.00

28	Test Safety Systems	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
29	Final Inspections/Signoffs	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	\$0.00
	<b>SUB-TOTAL CONTRACT ITEMS =</b>				<b>\$330,000.00</b>		<b>\$330,000.00</b>	<b>\$0.00</b>
	<b>CHANGE ORDERS</b>							
C.O. #								
1	Upgrade CNG compressor motor to 50 horsepower	LS	\$4,000.00	1.00	\$4,000.00	0.00	\$0.00	\$4,000.00
2	Sawcut, excavate, backfill PG&E trench and pour concrete pad for natural gas meter set assembly	LS	\$9,531.54	1.00	\$9,531.54	0.00	\$0.00	\$9,531.54
3	Demobilization/Mobilization costs due to delayed utilities	LS	\$10,126.08	1.00	\$10,126.08	0.00	\$0.00	\$10,126.08
	<b>SUB-TOTAL CHANGE ORDER ITEMS =</b>				<b>\$23,657.62</b>		<b>\$0.00</b>	<b>\$23,657.62</b>
	<b>TOTAL PROJECT =</b>				<b>\$353,657.62</b>		<b>\$330,000.00</b>	<b>\$23,657.62</b>

**RECORDED AT THE REQUEST OF:**  
CITY OF TURLOCK

**WHEN RECORDED MAIL TO:**  
CITY OF TURLOCK  
*Office of the City Clerk*  
156 S. Broadway, Suite 230  
TURLOCK CA 95380-5454

**NOTICE OF COMPLETION  
CITY PROJECT NO. 12-59  
CNG SLOW FILL STATION UPGRADE**

Notice is hereby given that work on the above-referenced project located on City right-of-way at 701 S. Walnut, was completed by the undersigned agency on September 9, 2014. The contractor of work EFS West, 28472 Constellation Road, Valencia, CA 91355 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature- Michael G. Pitcock, PE, Director of Development Services/  
City Engineer, Owner's Agent)

**VERIFICATION**

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

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

CITY OF TURLOCK

\_\_\_\_\_  
MICHAEL G. PITCOCK, PE  
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER  
OWNER'S AGENT

Executed on September 10, 2014 at Turlock, California, Stanislaus County



## Council Synopsis

5E

September 9, 2014

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement for Fiscal Years 2014/16 in an amount not to exceed \$50,000 with Pires, Lipomi and Navarro Architectural Corporation of Modesto, California, for City Project No. 14-36, "RFQ for Architectural Services Retainer Agreement"

### 2. DISCUSSION OF ISSUE:

On occasion the City will have the need to seek third-party assistance with architectural review or design services to ensure that all priority work is completed in accordance with funding deadlines or Council expectations. Retainer agreements provide the ability for staff to promptly seek these services without having to go through the formal advertising and proposal review process for each project. Whenever services are required a service request is issued, on a project-by-project basis, with funding for that request provided through funding tied to that project.

On June 19, 2014, six (6) proposals were received for City Project No. 14-36, "RFQ for Architectural Services Retainer Agreement". Originally, staff recommended award of contract to WMB Architects, Inc., as they had demonstrated a clear understanding of the terms and expectations for work required by the City. In addition, staff has also worked successfully with this firm on a past project in the design and construction of the Carnegie Arts Center. Consequently, City staff recommended approval of a retainer agreement with this firm.

Unfortunately, both the City and WMB Architects could not reach an agreement on a portion of the retainer agreement language. As such, the City reached out to the next highest scoring firm, Pires, Lipomi and Navarro Architectural Corporation (PLN Architects), who also demonstrated a clear understanding of the project requirements and expectations. Staff is proposing a not-to-exceed amount of \$50,000 and an initial two-year term, which is consistent with CalTrans requirements for utilization on federal-aid projects, representing a large portion of the capital project work performed each year.

**3. BASIS FOR RECOMMENDATION:**

- A) Per the Turlock Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.
- B) Staff will be able to call on a consultant for architectural services without having to go through a separate, competitive advertising period for each project.
- C) There is not currently anyone employed with the City that has the necessary qualifications to perform these services in-house.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

- Goal(s):** b Address growth related issues (current and future)  
v. Impact on current transportation system

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** This agreement shall not exceed \$50,000. The exact cost is project dependent and will be paid for with funds associated with that project. This amount is an estimate, but does not entitle the consultant any compensation if their services are not necessary. No General Fund monies will be used for this project, unless the project itself is paid for with the General Fund.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A). Reject the award of an agreement with this consultant. Staff does not recommend this alternative because the selected consultant has the necessary qualifications to provide the services requested and there is not currently anyone employed by the City that can provide these services in-house.

**RETAINER AGREEMENT  
For Special Services  
between  
the CITY OF TURLOCK  
and  
PIRES, LIPOMI AND NAVARRO ARCHITECTURAL CORPORATION  
for  
ARCHITECTURAL SERVICES  
City Project No. 14-36**

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**THIS AGREEMENT** is made this 9<sup>th</sup> day of September, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **PIRES, LIPOMI AND NAVARRO ARCHITECTURAL CORPORATION**, a private corporation, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, CITY has a need for professional architectural services; and

**WHEREAS**, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SCOPE OF WORK:** Includes the general Services to be provided by CONSULTANT as identified in Exhibit A (Request for Qualifications) and Exhibit B (CONSULTANT proposal), attached hereto, and the specific Services delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

**2. PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

**3. SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

**4. COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit C (CONSULTANT Schedule of Fees), attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance.

*OK for Agency*  
*[Signature]*

by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifty Thousand and no/100ths Dollars (\$50,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning September 9, 2014, and ending June 30, 2016, subject to CITY's availability of funds.

**6. INSURANCE:** CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(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 11 85 or its 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) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT 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. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim.

(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: (a) 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 (b) CONSULTANT 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 and automobile policies are to 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 automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT 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.

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT'S obligation to provide them. CITY reserves the right 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, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the 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.

**7. INDEMNIFICATION:** CONSULTANT shall hold harmless, defend, and indemnify CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY.

**8. INDEPENDENT CONTRACTOR RELATIONSHIP:** All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the

work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**9. VOLUNTARY TERMINATION:** CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

**10. TERMINATION OF STATED EVENT:**

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default

in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

**11. CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

**12. NONDISCRIMINATION:** In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the

California Labor Code.

**13. TIME:** Time is of the essence in this Agreement.

**14. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

**15. OBLIGATIONS OF CONSULTANT:** Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**16. OWNERSHIP OF DOCUMENTS:** All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

**17. NEWS AND INFORMATION RELEASE:** CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

**18. INTEREST OF CONSULTANT:** CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

**19. AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

**20. PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in

the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

**21. CERTIFIED PAYROLL REQUIREMENT:** For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

**22. PARTIAL INVALIDITY:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**23. WAIVER:** The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**24. AUDIT:** CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

**25. GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

**26. HEADINGS NOT CONTROLLING:** Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**27. COMPLIANCE WITH LAWS:** CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

**28. CITY BUSINESS LICENSE:** CONSULTANT will have a City of Turlock business license.

**29. ASSIGNMENT:** This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

**30. RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

**31. EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

**32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

**33. NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for CONSULTANT:** PIRES, LIPOMI AND NAVARRO ARCHITECTURAL CORPORATION  
ATTENTION: MICHAEL NAVARRO  
1720 G STREET  
MODESTO, CA 95354  
PHONE: (209) 522-8900  
FAX: \_\_\_\_\_

**for CITY:** CITY OF TURLOCK  
ATTENTION: MICHAEL G. PITCOCK, P.E.  
ENGINEERING DIVISION  
156 SOUTH BROADWAY, SUITE 150  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5599 Ext. 4430  
FAX: (209) 668-5563

**34. OTHER SOURCES:** CITY reserves the right to obtain architectural, engineering, geotechnical, environmental, material testing, and special inspection services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

**35. EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

**CITY OF TURLOCK, a municipal corporation**

**PIRES, LIPOMI AND NAVARRO  
ARCHITECTURAL CORPORATION**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Michael G. Pitcock, P.E., Director of  
Development Services/City Engineer

Federal Tax ID \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kellie E. Weaver, City Clerk

**SERVICE REQUEST NO. 14-\_\_\_\_**

**CONSULTANT:** PIRES, LIPOMI AND NAVARRO ARCHITECTURAL CORPORATION

**PROJECT:** \_\_\_\_\_

**THIS SERVICE REQUEST** dated \_\_\_\_\_, is an addendum to the Retainer Agreement for Professional Architectural Services ("Agreement") dated September 9, 2014, between the City of Turlock ("City") and Pires, Lipomi and Navarro Architectural Corporation. ("Consultant").

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

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

**NOW, THEREFORE**, the parties mutually agree as follows:

**SCOPE OF WORK**

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. \_\_\_\_\_. The cost for completion of the items of work shall not exceed \_\_\_\_\_ and no/100<sup>th</sup>s Dollars (\$\_\_\_\_\_).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

**CITY OF TURLOCK**, a municipal corporation

By: \_\_\_\_\_  
Michael G. Pitcock, P.E., Director of  
Development Services / City Engineer

**PIRES, LIPOMI AND NAVARRO  
ARCHITECTURAL CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 1720 G Street  
Modesto, CA 95354

Phone: (209) 522-8900

Fax: \_\_\_\_\_



City of Turlock  
Development Services Department  
Engineering Division

## Request for Qualifications

**City Project No. 14-36**  
**Request for Qualifications:**  
**Retainer Agreement for Architectural Services**

The purpose of this Request for Qualifications is to obtain an annual retainer agreement for professional architectural services.

Submit Proposals to:

City of Turlock  
Development Services Department  
Engineering Division  
Attention: Wayne York  
156 South Broadway, Suite 150  
Turlock, CA 95380

Proposal Submission Deadline

Tuesday, May 13, 2014  
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:

Wayne York, Capital Improvement Coordinator  
Development Services Department  
Engineering Division  
156 South Broadway, Suite 150  
Turlock, CA 95380  
(209) 668-5599 Ext. 4439  
[wyork@turlock.ca.us](mailto:wyork@turlock.ca.us)



## Introduction

The City of Turlock is accepting proposals from qualified firms to provide professional architectural services upon request from the City of Turlock on an as needed basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

## Background

The City of Turlock maintains several different types of annual, professional retainer agreements for use on an as needed basis. The retainer agreement allows the City to request services of the retained Consultant on an individual project basis as the need arises. Prior to any work completed under the retainer agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the retainer agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the owner reserves the right to seek and retain said services through other means or contractors.

## Scope of Services

The proposed scope of services would include, but would not be limited to the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Requested services may involve any one, or a combination of, the following Professional Service areas:
  - a. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
  - b. Assist the City's Engineering Division with presentations and/or recommendations to the City staff or Administration;
  - c. Provide concepts, architectural design, associated engineering, drafting, cost estimates and/or specifications necessary to bid and accomplish projects in support of the City's Engineering Division;
  - d. Professional services during the bid process and project construction;
  - e. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.

## **Assumptions**

With City Council approval, a successful Consultant shall be awarded an annual retainer agreement for architectural services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical data.

The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFQ. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

## **Information Requested**

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional architectural services. Each proposal must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work;
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;

3. Services and History— Provide a list of available services as well as a listing and description of work completed;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Fees – In a separately sealed envelope, provide a fee schedule. Each proposal shall provide hourly rates of staff. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for the Retainer Agreement;
6. Public Agencies – Include narrative description of experience with public agencies, if any;
7. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

## **Proposal Content**

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFQ. The proposal shall be limited to 30 pages and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an Appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFQ they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFQ, including the

professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFQ shall be included in the Agreement as an exhibit.

## **Contractual Requirements / Retainer Agreement**

A Retainer Agreement for Architectural Services between the City and Consultant will serve as basic document, in conjunction with a Service Request issued by the City, for each requested service for the period of July 1, 2014, through June 30, 2016.

The City may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to the consultant thirty days prior to the expiration of this Agreement. On each anniversary date the consultant will be allowed to update fees. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Consultant's published prices, whichever is lower. In all cases, City of Turlock may cancel the contract if a requested price increase is not acceptable. Please review the included sample agreement, paying special attention to the City's insurance requirements.

## **Proposal Submission**

The consultant shall provide the information requested within the RFQ. The consultant's proposal to this RFQ consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFQ. Consultants may attach relevant information and documentation not specifically requested.

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide two printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

## **Proposal Selection**

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFQ. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select at least one firm that has sufficient expertise to handle the variety of projects the City undertakes thereby minimizing the involvement of other firms. However,

the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
  - a. Experience of the Consultant and staff selected to provide the specified services (10 pts),
  - b. Record of the Consultant in accomplishing work within any required time, and within any established budget (10 pts),
  - c. Record of the Consultant responsive to client requests (8 pts),
  - d. Ability to work with City staff (8 pts),
  - e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (4 pts)
  - f. Extent of Consultant's organization (5 pts),
  - g. Present permanent staff availability (5 pts).
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive an annual retainer agreement for the work type specified within this RFQ.

A City contract for annual consultant services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

### **Anticipated Schedule of Award**

Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled city council meeting on Tuesday, June 10, 2014.

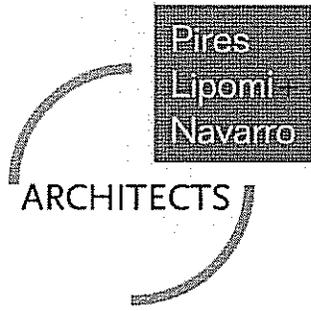
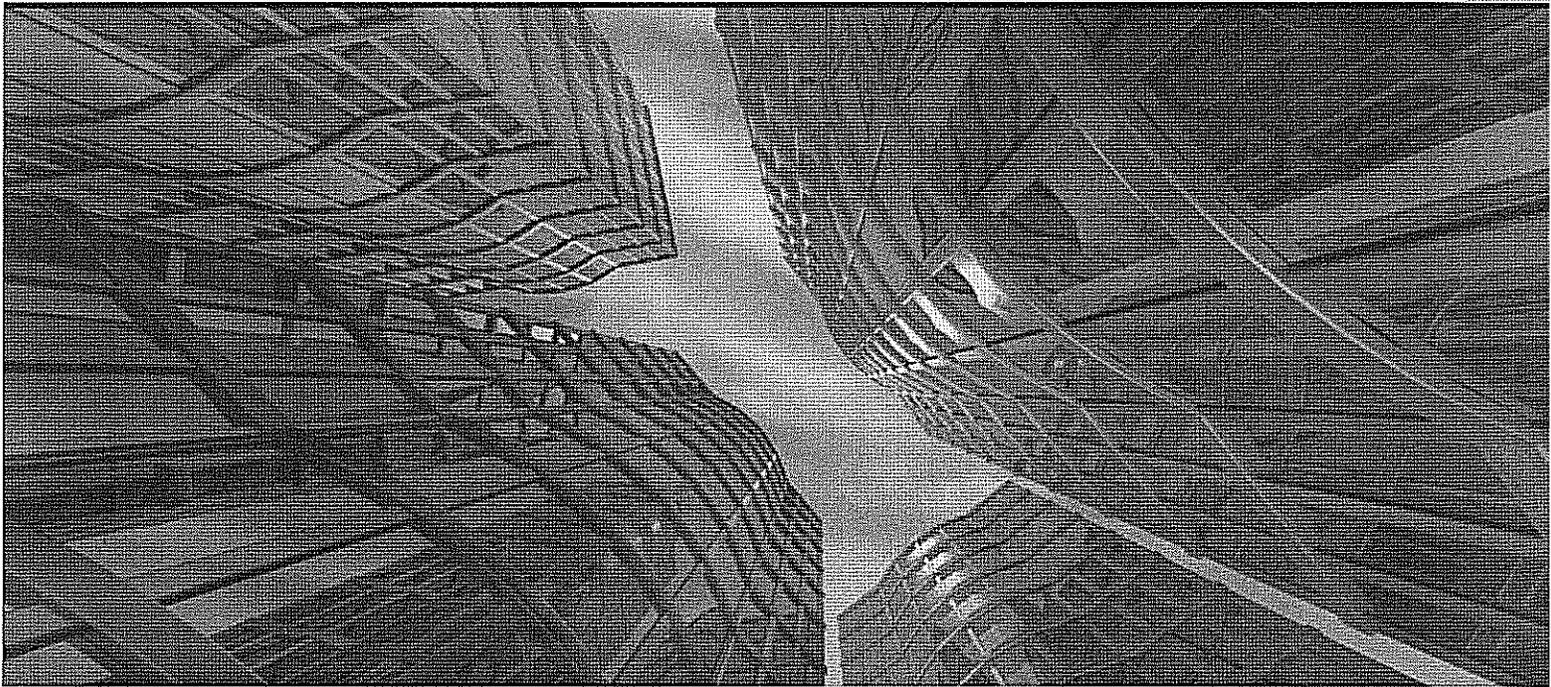


EXHIBIT B

CITY OF  
TURLOCK



# Request for Qualifications

## Retainer Agreement for Architectural Services

RFP RESPONSE

City Project No. 14-36

May 13<sup>th</sup>, 2014

# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

## Retainer Agreement for Architectural Services

### TABLE OF CONTENTS

1. GENERAL INFORMATION
2. BACKGROUND
3. SERVICE AND HISTORY
4. RESPONSE TIME
5. FEES
6. PUBLIC AGENCIES
7. REFERENCES



ATTACHMENT A. - RESUMES

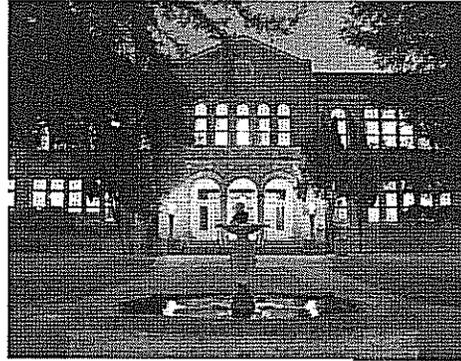
# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

## Retainer Agreement for Architectural Services

### 1. GENERAL INFORMATION

#### FIRM INFORMATION:

PIRES, LIPOMI + NAVARRO ARCHITECTS  
1720 G STREET  
MODESTO, CA 95354  
P. 209.522.8900



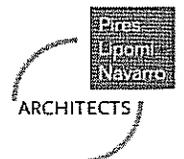
*Turlock Community Theatre*

#### AUTHORIZED PERSONNEL TO NEGOTIATE CONTRACT:

- GREG PIRES, AIA, PRINCIPAL ARCHITECT
- MICHAEL NAVARRO, AIA | LEED AP, PRINCIPAL ARCHITECT
- BARRETT LIPOMI, AIA , PRINCIPAL ARCHITECT

#### PROFESSIONAL QUALIFICATIONS:

*See items two and three for information regarding professional qualifications.*



# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

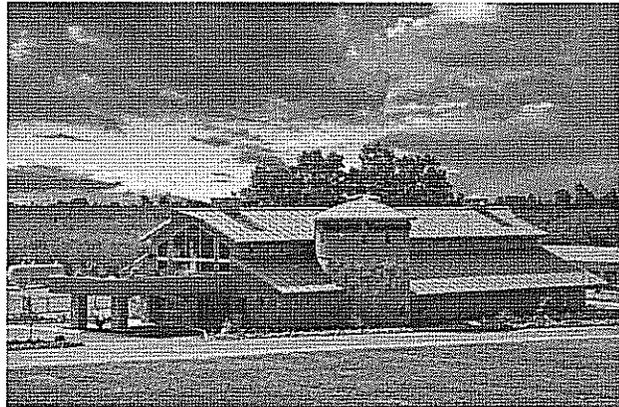
## Retainer Agreement for Architectural Services

### 2. BACKGROUND

**Pires, Lipomi + Navarro Architects** are a multi-talented architecture firm focused on relationships, service, and design. Having completed over 1,000 successful projects our team has been serving the local community for over 25 years. Our principals have diverse experience in the practice of architecture including projects in Commercial, Industrial, Civic, Retail and Institutional architecture.

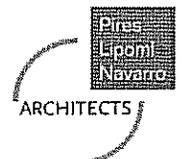
We enjoy what we do and work hard to make each project a success for our clients and all parties involved. We continually strive to find innovative solutions to the design challenges brought forth on each project.

Pires, Lipomi and Navarro started their new firm in 2012. However, they have a long history working together and each architect brings unique skills and expertise to the firm. Michael Navarro opened his firm in Modesto in 1986 and has been in private practice for 30 years. Greg Pires joined Mike as a project manager in 1995 and they have been collaborating on projects ever since. In 2009 Barrett Lipomi joined the team and three years later they formed a new partnership.



*Beckwith Animal Hospital*

*Please see Attachment A. for comprehensive resumes*



# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

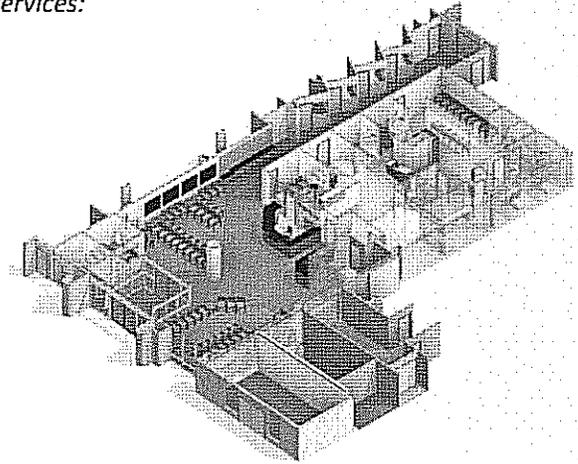
## Retainer Agreement for Architectural Services

### 3. SERVICES AND HISTORY

#### SERVICES:

*Pires, Lipomi + Navarro Architects offer the following services:*

- Planning & entitlements
- Architectural design
- Feasibility studies
- Sustainable design
- Accessibility design & consulting
- Construction Management Support
- Master planning
- 3-D Rendering
- BIM modeling
- Interior design



*BIM 3D Model*

#### WORK HISTORY:

*The following are examples of types of work completed:*

- Merced County Public Works Department Annual Contract for 8 consecutive years which included the design of numerous health care related projects at the local hospital and county clinics.
- Stanislaus County Health Services Agency Contract developing their county wide outpatient clinic program. Services includes feasibility studies, master planning, new building projects and tenant improvements.
- Samaritan Village in Hughson California; Master planning, design and site development of an 18 acre senior living community with 13 separate structures housing administrative services, residential units, medical care facility and recreational, dining, meeting facilities for the campus.
- City of Hughson Community Center; A downtown redevelopment project which included two buildings housing a Community Clinic, Library, Community Hall, Café and Warehouse space.
- City of Livingston Contract providing master planning services for a 20 acre Relational / Sports Complex. Also redesign and expansion of their City Hall and Police Station.
- Development of Emanuel Medical Center's master campus plan defining the future growth of the hospital campus and related office buildings. Services included developed a feasibility study which included a needs assessment, phasing plans, capital budgets and schedules.

# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

## Retainer Agreement for Architectural Services

### 4. RESPONSE TIME

**Pires, Lipomi + Navarro Architects** currently has a staff of 3 licensed California Architects, 2 project managers, 1 LEED AP professional, two Accessibility Specialist, a BIM specialist, Graphic Designer, CADD Specialist and Project Administrators. To complement our team, we partnered with knowledgeable consultants for Structural, Mechanical, Electrical and Civil engineering services. Our affiliation with these consultants span over two decades which make for a unified team equipped to respond to the City of Turlock's project needs.

We also embrace technology and takes advantage of the latest hardware and software to manage and produce projects. BIM modeling serves as an excellent tool for conveying design concepts as well as coordinating construction document's. Other tools such as portable tablets and "cloud storage" allow for seamless communication and immediate access to project data.

We take pride in the fact that many client relationships span over 20 years. We believe this is the best evidence of our responsiveness and ability to deliver projects on time.

Principals Greg Pires and Michael Navarro will be the point of contact and serve as the Architect of Record and Project Manager for the city's design needs and. They will be supported by their talented staff who will be assigned based on the project requirements.



*City of Turlock*

*Please see Attachment A. for comprehensive resumes*

CITY OF TURLOCK REQUEST FOR QUALIFICATIONS  
Retainer Agreement for Architectural Services

**5. FEES**

---

*Please see attached the sealed envelope titled Fee Schedule.*



# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

## Retainer Agreement for Architectural Services

### 6. PUBLIC AGENCIES

*The following is a brief outline of project experience with public agencies:*

#### ▪ CITY OF LIVINGSTON

**Recreation Center:** Master plan for a multi-story 60,000 square feet recreation center. The facility was designed to involve a vast array of sporting, leisure and educational activities. It included indoor and outdoor pools, racquetball courts, basketball courts, multi-purpose room, weight training, climbing wall, daycare, and computer training classrooms.

**Sports Complex:** Master plan for a sports complex located on a 25 acre parcel along Walnut Avenue and Dwight Way. The complex was designed to incorporate a 4-plex of baseball/softball fields, 3 soccer fields, 3 basketball courts, 3 tennis courts, covered picnic shade structures, children's playground, and maintenance building.

**City Hall Expansion:** The proposed City Hall expansion and remodel consisted of approximately 9,120 square feet of interior renovation and approximately 13,000 square feet of expansion. The project design expanded office and meeting space, provided a new council chambers and included accessibility improvements.

#### ▪ STANISLAUS COUNTY PUBLIC WORKS DEPARTMENT

**Corporation Yard Mater Plan:** Conducted a facilities needs assessment for the Public Works Department that determined future service demand levels, such as staffing, vehicles, equipment, as well as additional facilities. Centralizing the two locations of the Public Works Department There were two locations within the public works and the master plan combined the two locations into a single Morgan Road location. The design of the master plan included maintenance shops, repair bays, storage yards, and a new administration building. The master plan was based on a 20-year build out and is designed to be completed in phases.

#### ▪ CITY OF TURLOCK ANNUAL CONTRACT

**City Hall Balcony Improvements:** This project was a renovation to the existing City Hall Balcony Deck which included the design for the demolition and replacement of the existing deck membrane system, concrete topping, floor drains, and associated components and flashings. The project also included the design needed for the repair of the existing structure and interior finishes damage caused by the water infiltration.

**Historical Investigation and Evaluation:** We conducted a historical evaluation report to evaluate the existing homes and property located at the NW corner of Monte Vista and Colorado Avenues. The intersection was to receive a new traffic signal and street and sidewalk improvements. Caltrans required the City to provide a potential impacts map, historic resources evaluation report, and a historic property survey report.

**Water Well #40 Improvements:** The improvements to Water Well #40 consisted of the design for all planting and irrigation for the site. The overall design of the site was approximately 10,000 sf.

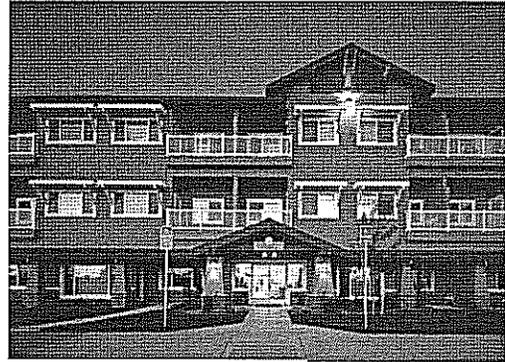


# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

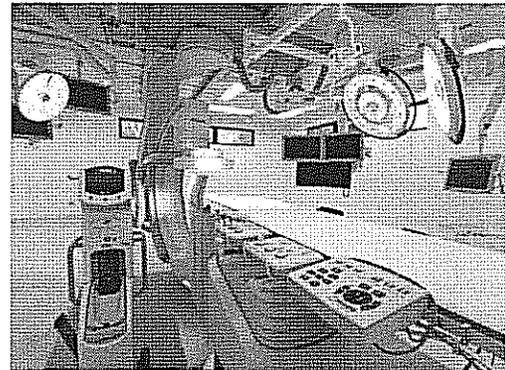
## Retainer Agreement for Architectural Services

### 7. REFERENCES

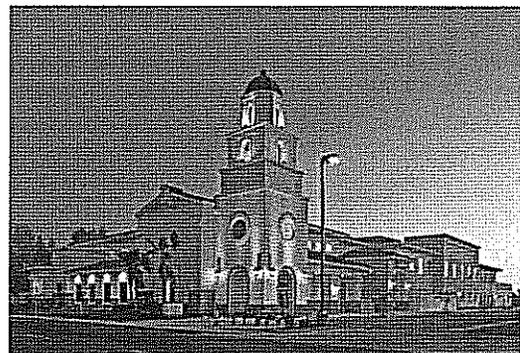
- **PHIL MASTAGNI, PRESIDENT**  
Acme Construction, Inc.  
1565 Cummins Drive  
Modesto, CA 95358  
P. 209.523.2674
- **TIM FEDORCHAK, SENIOR MANAGEMENT CONSULTANT**  
Stanislaus County Capital Improvements  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354  
P. 209.652.1649
- **KEN GOMES, DIRECTOR OF FACILITIES SERVICES**  
Emanuel Medical Center  
825 Delbon Avenue  
Turlock, CA 95382  
P.209. 668.5243
- **MIKE O'BRIEN, D.V.M**  
Beckwith Animal Hospital  
3232 Beckwith Court  
Modesto, CA 95358  
P.209.524.9282
- **LESLIE MCGOWAN, CEO**  
Livingston Medical Group  
1140 Main Street  
Livingston, CA 95334  
P.209.394.7913



*Samaritan Village*



*EMC Cardiovascular Surgery Addition*



*Health & Wellness Center*

# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

## Retainer Agreement for Architectural Services

### 7. REFERENCES-RELATED EXPERIENCE

#### ▪ TURLOCK CITY HALL BALCONY IMPROVEMENTS

**Location of Project:** 156 South Broadway, Turlock, CA

**Contracting Agency:** City of Turlock

**Project Budget:** \$28,000.00

**Description of Project:** This project was a renovation to the existing City Hall Balcony Deck which included the design for the demolition and replacement of the existing deck membrane system, concrete topping, floor drains, and associated components and flashings. The project also included the design needed for the repair of the existing structure and interior finishes damage caused by the water infiltration.

#### ▪ EMC CARDIOVASCULAR SURGERY ADDITION

**Location of Project:** 825 Delbon Avenue, Turlock, CA

**Contracting Agency:** Emanuel Medical Center

**Project Budget:** \$3,326,039.00

**Description of Project:** This project included adding two cardiovascular operating rooms to the existing hospital. The addition contains one cardiovascular operating room and one hybrid cardiovascular operating room and support spaces. Scope of work also included site improvement; including demolition and construction of existing sidewalk and stair from building.

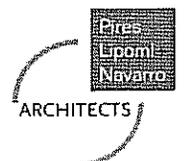
#### ▪ BECKWITH ANIMAL HOSPITAL

**Location of Project:** 3232 Beckwith Court, Modesto, CA

**Contracting Agency:** Mike O'Brien, D.V.M

**Project Budget:** \$5,400,000.00

**Description of Project:** This project included the construction of a Veterinarian Hospital; approximately 15,000 sf, two-story, pre-engineered steel building with insulated metal panel skin system set on 2.22 acres and included associated on-site parking and landscape. The building design also included many innovated energy saving features such as solar panels, reclaimed rainwater and high efficient heating and cooling systems.



# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

## Retainer Agreement for Architectural Services

### ATTACHMENT A. RESUMES

#### **GREG PIRES, AIA, PRINCIPAL ARCHITECT**

Greg Pires brings more than 17 years of architectural experience to our team. Greg has experience in both public and private sectors in civic, healthcare and commercial markets. Greg takes a very hands-on approach with clients and staff, which helps in the ability to plan and coordinate the development of documents and to efficiently organize and maintain projects in accordance with budgets, time schedules and deadlines.

#### **PROFESSIONAL REGISTRATION:**

2005 | Architect, California #C30314

#### **EDUCATION:**

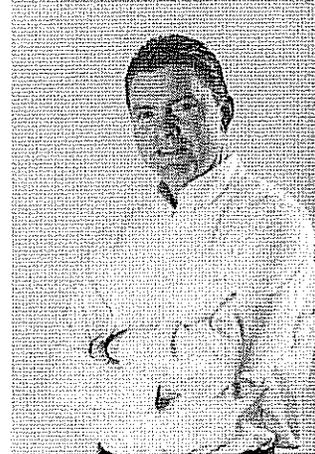
Bachelor of Architecture  
Phoenix Institute of Technology with Honors, 1988

#### **PROFESSIONAL AFFILIATIONS:**

American Institute of Architects, Sierra Valley Chapter  
- President, 2009  
Stanislaus County, Planning Commissioner  
Airport Land Use Committee  
Nuisance Abatement Board

#### **RELEVANT EXPERIENCE:**

City of Turlock-Annual Contract | Turlock, CA  
City of Livingston-Recreation Center | Turlock, CA  
City of Livingston-Sports Complex  
City of Livingston-City Hall Expansion | Livingston, CA  
Stanislaus County-Public Works Corporation Yard Master Plan | Modesto, CA



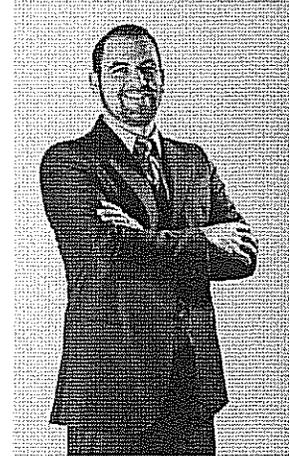
# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

## Retainer Agreement for Architectural Services

### ATTACHMENT A. RESUMES (cont.)

#### **BARRETT LIPOMI, PRINCIPAL ARCHITECT**

Barrett is a licensed architect with over 10 years of architectural design experience. He has a wide range of experience from multi-family, to commercial, to civic, to healthcare facilities. He brings a strong sense of design to projects through his keen sense of balance and order. This combined with his detailed research and exceptional communication skills make him an invaluable leader of our firm.



#### **PROFESSIONAL REGISTRATION:**

2009 | Architect, California #C32213

#### **EDUCATION:**

Bachelor of Architecture  
University of Oregon, 2003

#### **PROFESSIONAL AFFILIATIONS:**

American Institute of Architects, Sierra Valley Chapter

- President, 2011, 2012
- Vice-President, 2010
- Board of Directors, 2005-2012

City of Modesto Landmark Preservation Commission, Chair

Modesto Art Museum, President and Board of Directors

Modesto International Architecture Festival, Founder and Committee Chair

#### **RELEVANT EXPERIENCE:**

Emanuel Medical Center-Cardiovascular Surgery Addition | Turlock, CA

City of Chowchilla-Civic Center | Chowchilla, CA

College Medical Plaza | Turlock, CA

Spyres Way Offices | Modesto, CA

Merced Homeless Shelter | Merced, CA

# CITY OF TURLOCK REQUEST FOR QUALIFICATIONS

## Retainer Agreement for Architectural Services

### ATTACHMENT A. RESUMES (cont.)

#### **MICHAEL NAVARRO, PROJECT ARCHITECT**

Michael Navarro: For the past 35 years, Michael Navarro has been working in the architectural profession and serving the local community. Mike's hands-on experiences in all phases of the design process have exposed him to knowledge and expertise that can be utilized throughout every project.



#### **PROFESSIONAL REGISTRATION:**

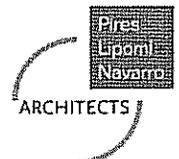
1988 | Architect, California #C19860  
2006 | LEED® AP

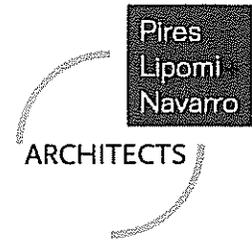
#### **PROFESSIONAL AFFILIATIONS:**

California Building Standards Commission – Health Care Advisory Committee, Chair  
California Partnership for the San Joaquin Valley - Board Member  
California Hospital Building Safety Board - Past Chair  
Stanislaus County Planning Commissioner - General Plan Update Committee  
City of Modesto Citizen Redevelopment Advisory Committee - Chair  
City of Modesto Board of Zoning Adjustment  
American Institute of Architects – Past Board Member

#### **RELEVANT EXPERIENCE:**

Emanuel Medical Center-Cardiovascular Surgery Addition | Turlock, CA  
City of Turlock-Annual Contract | Turlock, CA  
City of Livingston-Daycare Center | Livingston, CA  
County of Merced Public Works Department-Annual Contract | Merced, CA  
Samaritan Village-Senior Living Community | Hughson, CA





## HOURLY FEE SCHEDULE

The following fees are presently in effect for professional services available from our firm:

### ARCHITECTURAL SERVICES

Managing Principal Architect	\$175.00	Per Hour
Principal Architect	\$160.00	Per Hour
Senior Project Manager	\$125.00	Per Hour
Project Manager	\$110.00	Per Hour
Project Designer	\$75.00	Per Hour
Project Draftsman	\$65.00	Per Hour
Project Administrator	\$65.00	Per Hour

### OTHER

Reimbursables	Direct Cost + 10%
Auto Travel	\$0.56 per mile



## Council Synopsis

September 9, 2014

---

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regional Affairs Manager  
Jennifer Land, Executive Administrative Assistant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving an amendment to the Professional Services Agreement between the City of Turlock and Larry Walker Associates for the preparation of a Mixing Zone Field Study for the Turlock Harding Drain By-Pass Pipeline as required by the City's NPDES Discharge Permit, to extend the term of the contract for an additional six (6) months

### 2. DISCUSSION OF ISSUE:

On January 28, 2014 City Council approved a professional services agreement with Larry Walker Associates for the preparation of a Mixing Zone Field Study for the Turlock Harding Drain By-Pass Pipeline as required by the City's NPDES Discharge Permit. The agreement was executed on February 10, 2014 and provided six (6) months to complete the work (August 10, 2014). The Mixing Zone Field Study Work Plan (as referenced in Exhibit A) has been completed and submitted to the Regional Water Quality Control Board. Upon approval by the Regional Board, the next steps are to sample the San Joaquin River during discharge from the Harding Drain pipeline, model the results, and report the findings to the Regional Board.

As part of the study, samples are required to be taken while the City is discharging from the Harding Drain Pipeline. The City has been discharging intermittently and is anticipating constant discharges starting October 7, 2014. Therefore, it is necessary to extend the term of the agreement for the sampling. There is no cost associated with this amendment.

### 3. BASIS FOR RECOMMENDATION:

A. The Study is required by the Regional Board as part of the Harding Drain By-Pass Pipeline project.

- B. Extension of the term for the contract is necessary in order to complete the sampling while discharging from the Harding Drain pipeline.

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

- Goal(s):** c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

- Goal(s):** a-vii. Identify avenues to address current deficiencies - Water and Sewer.

- b-iii. Address Growth-Related Issues - Wastewater.

**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 approve the amendment with Larry Walker Associates. This alternative is not recommended. Completing this Study is required for continued compliance with our NPDES Permit and for continued discharge of the City's recycled water to the San Joaquin River.



**AMENDMENT NO. 1  
to  
Agreement  
Between  
CITY OF TURLOCK  
and  
LARRY WALKER ASSOCIATES  
for  
Mixing Zone Field Study  
CITY PROJECT NO. 13-123**

---

**THIS AMENDMENT**, dated September 9, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **LARRY WALKER ASSOCIATES**, a Corporation, hereinafter referred to as "CONSULTANT."

**WHEREAS**, the parties hereto previously entered into an agreement dated January 28, 2014, whereby CONTRACTOR will perform sampling work relative to the Mixing Zone Field Study (hereinafter the "Agreement").

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

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

**"TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of six months (6) beginning September 15, 2014 and ending March 15, 2015, subject to CITY's availability of funds.

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

*OK for Agenda*

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

**CITY OF TURLOCK**

**LARRY WALKER ASSOC, Consultant**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Michael I Cooke,  
Municipal Services Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kellie E. Weaver, City Clerk

JULY 2014

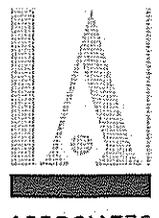
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# Turlock Mixing Zone Study Work Plan

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City of Turlock

LARRY  
WALKER



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## Attachments

**Attachment A – Field Logs**

**Attachment B – Chain of Custody Forms**

## A INTRODUCTION

In January 2010, the Central Valley Regional Water Quality Control Board (Regional Board) renewed the City of Turlock (City) Water Quality Control Facility's (WQCF) National Pollutant Discharge Elimination System (NPDES) permit (Order NO. R5-2010-0002 NPDES NO. CA007894). The new order permits the discharge to the San Joaquin River through a newly constructed pipeline (Discharge No.2), but limits the historic discharge to the Harding Drain (Discharge No. 1) to emergencies only. The City constructed the pipeline, which will be operational in 2014, to remove all discharge to the Harding Drain.

Effluent limitation calculations in the permit consider dilution only for Discharge No. 2. Dilution was only granted for the water quality based effluent limitations (WQBELs) derived from the long-term human health California Toxics Rule (CTR) water quality criteria and the drinking water maximum contaminant level (MCL) for nitrate. The human health CTR objectives with dilution were all disinfection byproducts (carbon tetrachloride, chlorodibromomethane and dichlorobromomethane).

Prior to and in support of the permit reissuance the City prepared a mixing zone modeling evaluation.<sup>1</sup> That evaluation determined: 1) the point of complete mixing downstream of the City's proposed discharge, 2) the dilution ratio at a "near-field" downstream location at the edge of a mixing zone for nitrate, and 3) the distance downstream to reach a dilution ratio equivalent or sufficient to authorize the requested protective performance based nitrate effluent limitation. This mixing zone modeling study report satisfied the mixing zone allowance requirements of the State Implementation Plan (SIP), but could not perform a field verification until the new pipeline and outfall were constructed. Therefore the permit requires a field verification of the mixing zone study to confirm the physical dimensions of the modeled mixing zone:

*The Discharger shall conduct a mixing zone study following construction and operation of the outfall to the San Joaquin River to verify the results of the mixing zone study performed by the Discharger prior to adoption of this Order. A work plan and schedule for conducting the study shall be submitted to the Regional Water Board within 120 days after initiation of the discharge to the San Joaquin River. The mixing zone study shall be completed and submitted to the Regional Water Board within one year of approval of the work plan and schedule.*

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<sup>1</sup> Larry Walker Associates. *City of Turlock Water Quality Control Facility – San Joaquin River Discharge Mixing Zone Study and Requested Amendment to Tentative Order, NPDES No. CA0078948*. Prepare for City of Turlock. June 16, 2009.

This work plan satisfies the permit requirements and is intended as a field guide for collection of the field verification study.

## A.1 PROJECT ORGANIZATION

The following are the roles and contact information for the parties involved in the study.

**Table 1. Project Roles and Contact List**

Name	Role	Organization	Contact Information
Garner Reynolds	Project Coordinator	City of Turlock	209.668.5599 x4407
Wayne Clay	WQCF Manager	City of Turlock	209.668.5599 x4443
Scott Rohrer	Field Activity Coordinator	City of Turlock	209.668.5599 x4403
Brian Laurenson	LWA Project Manager	Larry Walker Associates	530.753.6400 x230
Steve Maricle	Lead Field Engineer	Larry Walker Associates	530.753.6400 x235

### A.1.1 Monitored Constituents

This study will use sensors and global positioning system (GPS) to measure the electrical conductivity (EC) concentrations through river transects and discrete grab samples at the wastewater treatment plant effluent. Because the effluent EC is generally significantly lower than the upstream river EC, it is used as a tracer. Alternative tracers may be used as conditions dictate; most of these alternatives would require dosing the effluent. The City will collect the following parameters during the survey:

- Electrical Conductivity
- Temperature
- Disinfection byproducts (DBPs)
- Nitrate as N or Nitrate plus Nitrite as N

#### A.1.1.1 Historical EC Concentrations

The San Joaquin River generally has higher EC concentrations than the WQCF effluent and this difference in the two concentrations will be used to confirm the point of complete mixing. **Table 2** contains historic EC concentrations for the river and effluent. Twelve grabs from 2008-2012 were used to calculate the averages at the WQCF discharge and continuous fifteen minute data from the Department of Water Resources' (DWR) site at Patterson was used for the historical San Joaquin data.

**Table 2. Historical EC Concentrations from 2008 to 2012**

Site Name	Date Range	Mean ( $\mu\text{s/cm}$ )	Median ( $\mu\text{s/cm}$ )
WQCF Discharge	2008-2012	970	939
San Joaquin River at Patterson	2013	1310	1362

### A.1.2 Monitoring Schedule

Sampling will target a lower flow river condition (180-617 cfs) as demonstrated in the modeling study report. Depending on the success and results from this event, the LWA Project Manager and the Project Coordinator will determine whether an additional sampling event is needed. At the beginning of each monitoring event the Lead Field Engineer will sample the outfall and upstream site for DBPs and Nitrate.

### A.1.3 Sampling Locations

The field crew will collect DBP, nitrate samples, and field readings at the WQCF Discharge (EFF-002, Discharge No. 2), WQCF Box 9, and 25 meters upstream from the discharge along the San Joaquin River (SJR-B). EC data will be collected through the river transects outlined in **Table 3**. However, depending on field conditions and initial results, some sections may be omitted. Nitrate and DBP samples will be collected within the field-identified effluent plume for the appropriate mixing zone (i.e., nitrate only collected in first transect after outfall transect). The number of river transects might change, depending on the sampling methods and river conditions. The locations of the river transects along the San Joaquin River are show in Figure 1. The actual sites used may be modified based on safety, access, and other field observed conditions.

**Table 3. Location of Monitoring Sites**

Site Name	Site ID	Latitude	Longitude
WQCF Discharge	EFF-002	37.463068	-121.032483
WQCF Box 9	EFF-BOX9	37.483022	-120.873964
San Joaquin River at 25 m Upstream (Background)	SJR-B	37.462797	-121.032559
San Joaquin River at Discharge	SJR-0	37.463040	-121.032548
San Joaquin River at 25 m Downstream	SJR-25	37.463281	-121.032717
San Joaquin River at 100 m Downstream	SJR-100	37.463811	-121.033208
San Joaquin River at 500 m Downstream	SJR-500	37.465167	-121.037399
San Joaquin River at 1000 m Downstream	SJR-1000	37.468050	-121.040788
San Joaquin River at 3000 m Downstream	SJR-3000	37.478261	-121.053985

Note: At a minimum section data will be collected at three locations: 25 m, 100 m, and 3000 m. Depending on field conditions some transects may not be surveyed or moved.

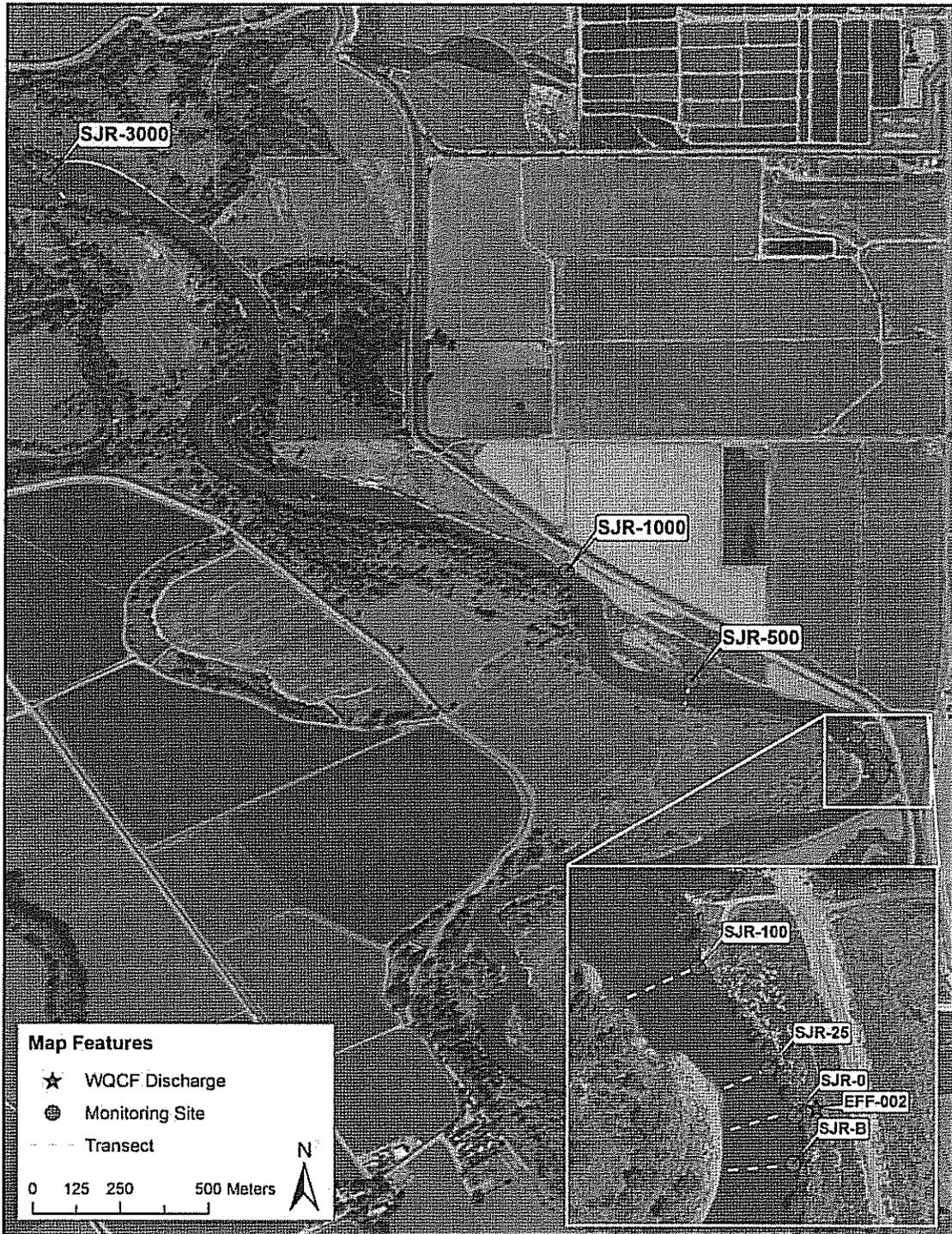


Figure 1. River Transects

## **B SAMPLING PREPARATION**

The Lead Field Engineer is responsible for prepping, calibrating and testing any equipment in this section before the scheduled sampling date. As the project proceeds, the content in this section might change to reflect more applicable sampling practices. The Lead Field Engineer will confirm the event activity timing, location, and support needs with the Field Activity Coordinator and the WQCF Manager.

### **B.1 EQUIPMENT PREPARATION**

The equipment list in Table 4 provides an outline for the necessary equipment the Lead Field Engineer must prepare and maintain. Additional items might be necessary and it is up to the Lead Field Engineer to insure that they are included. Specific equipment for the mixing zone study and THM collection are described in the following sections.

#### **B.1.1 Mixing Zone Equipment**

The Lead Field Engineer will prepare the continuous sensor apparatus to measure EC across transects of the San Joaquin River. A depth sensor will be attached to the EC sensor so that the readings can be tied to a specific depth profile. The two sensors will be mounted to a pole and any cables or recording equipment will be stored in a water resistant backpack. The sampling apparatus will also include a GPS recording device that will provide geospatial positioning data that can be tied to the collected EC data. This setup will allow the field crew to either record readings while on a boat or by directly wading into the river.

Prior to the scheduled sampling date the Lead Field Engineer will discuss current river conditions with the City and determine the best approach for sampling. The fastest method of sample collection will be with a motored boat, but low water levels might be restrictive to this form of sampling. An inflatable raft is the desirable alternative since it will allow for greater mobility. Waders will also be kept on hand in case the Lead Field Engineer decides that the most effective method is wading the river transects.

**Table 4. Equipment List**

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**General Items**

Sampling and Analysis Plan  
Cellular phone  
Any necessary safety gear  
Log books/ Field logs  
Pencils (2) and waterproof pens/markers (2)  
Camera  
Powder-free nitrile gloves  
D.I. water squirt bottles

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**Mixing Zone Specific Items**

Sensor Apparatus (see section B.1.1)  
Outdoor thermometer (for atmospheric temperature)  
Personal Flotation Device (PFD)  
Chest Waders  
Boat or Inflatable Raft  
    Boat or Raft Accessories (anchor, oars, motor)  
Paper towels  
Diagonal clippers  
Electrical tape  
Cable ties (assorted sizes)  
Utility knife  
Rubber bands, heavy duty  
Duct tape  
Trash bags

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**DBP and Nitrate Sampling Specific Items**

Blank water (for field blanks)  
Chain-of-custody forms  
Sample bottles (see Table 5)  
Spare sample labels  
Coolers and ice  
Portable field meters for water temperature, pH, DO and EC  
Spare batteries (6)

### B.1.2 Disinfection Byproduct and Nitrate Sample Collection Equipment

Grab sample collection for DBPs will consist of single discrete samples of the analytes in **Table 5 at each of the listed sample locations**. In advance of the planned sampling event the Lead Field Engineer will obtain sample bottles from the laboratory and label them as described in Section 0. Extra bottles will be ordered in case of bottle breakage or contamination in the field.

**Table 5. Analyses Hold Times and Analytical Methods**

Constituent	Analytical Method <sup>1</sup>	RL	Bottle Type	Preservation	Maximum Hold Times	Sample Location
Electrical Conductivity	Field Reading	NA	NA	NA	Immediate	EFF-BOX9, EFF-002, SJR-B
pH	Field Reading	NA	NA	NA	Immediate	EFF-BOX9, EFF-002, SJR-B
Temperature	Field Reading	NA	NA	NA	Immediate	EFF-BOX9, EFF-002, SJR-B
Nitrate	EPA 353.2	0.1 mg/L	Plastic 250 mL	<6°C	48 hours	EFF-BOX9, EFF-002, SJR-B
DBPs <sup>2</sup>	EPA 624 or EPA 524.2M	0.5 to 1.0 µg/L <sup>3</sup>	Glass 2 x 40 mL	<6°C, NH <sub>4</sub> Cl (pH 5)	14 days	EFF-BOX9, EFF-002, SJR-B

1. EPA = EPA Methods for Chemical Analysis of Water and Wastes.
2. DBPs must include carbon tetrachloride, chlorodibromomethane, and dichlorobromomethane as per the requirements of the Permit.
3. RLs for each analyte within the specified EPA method varies, but the standard analytes in the suite, which includes those specified in the Permit should be in this range.

### **B.1.2.1 Sample Bottle Labels**

The field crew will label all sample bottles with a waterproof label, which will contain the project name, sample collection date, analyte, analysis method, site ID and name, storm event number and field crew names. This information will be taken from **Table 5**.

Example sample bottle labels are as follows:

Turlock Mixing Zone Study
Site Name – Site ID
Analyte – Analysis Method
Event #
Date & Time: _____ Collected by: _____

## **B.2 CALIBRATION**

Instruments for field measurements and mixing zone transects will be calibrated at a frequency recommended by the manufacturer. Within 24 hours of the sampling event start time, the Lead Field Engineer will check and calibrate any necessary field instruments.

Any issues with the calibration of the instrument should be noted in the documentation and the instrument should be recalibrated once the cause is corrected. Before the instrument is used for sampling it should have a clean calibration with no issues. If it is suspected that calibration deficiencies have affected sampling results than those results need to be qualified and reported in the final reports.

## **C SAMPLE COLLECTION METHODS**

The following sections outline the sample collection methods required for the mixing zone study and THM outfall monitoring. Modifications to these methods might be necessary if the Lead Field Crew Engineer finds better alternative approaches. Any observations by the field crew and relevant field data will be recorded in field logs. A template field log is provided as **Attachment A**.

### **C.1.1 Mixing Zone Study**

The field crew will use a mobile electrical conductivity and depth sensor to collect transect data for the mixing zone study. The field crew can either collect readings through the use of a raft or a boat, or they can wade across the river in hip waders. The decision over which method to use will be determined by the Lead Field Engineer at the time of sampling. River conditions and the ease of the sampling with the method will both factor into the decision. The two possible methods are outlined in the sections below.

### **C.1.1.1 Data Collection by Watercraft**

The field crew will use either a motored boat or a self-propelled raft to navigate the river and gather depth and electrical conductivity readings. The following sampling guidelines are written for sampling by a self-propelled raft, but if river conditions allow, a motorized boat can be substituted. The field crew will consist of two personnel at all times. If the watercraft cannot accommodate two people, then one member will follow along the shoreline.

1. The field crew will fix the sensor apparatus to the raft and launch the raft at the first transect location. One field crew member will pilot the raft, while the other stays on shore. Both personnel should wear personal flotation devices for the entirety of the study.
2. The field crew member will pilot the raft along a perpendicular transect, while the sensor is recording data at a depth of one foot.
3. Once the river has been crossed, the sensor will be lowered by three feet and the raft will be piloted along the same transect, back to the original shore.
4. Once back, the raft will be moved to next transect location and that transect will be mapped in the same way as in steps 2 and 3.
5. Next, the field crew will map the next downstream transect and steps 2 and 3 will be repeated. It may be necessary to remove the boat and travel to the next transect by vehicle. This process will repeat until all of the transects have been mapped and the field crew can confirm that there is complete mixing (i.e., change across transect due to effluent is less than 5%) at the most downstream point.

### **C.1.1.2 Data Collection by Wading**

If conditions safely allow it, the Lead Field Engineer can decide whether or not wading the river transects, instead of using a raft. One member of the field crew team will wade the transects, while wearing chest waders, while the other member watches and records necessary information from the shore. Personal flotation devices must be worn by both field crew members and the river will only be waded if the water level is low enough.

1. At a minimum three transects will be performed to confirm the numerical model estimates within the mixing zones at three locations. Locations from Table 3 may be omitted if conditions are unsafe or the location not accessible.
2. From the first transect location, one field crew member will wade the width of the river, while submerging the sensor at a depth of one foot.
3. Once the river has been crossed, the sensor will be lowered by three feet and the field crew member will return to the original shore.
4. The field crew will then move downstream to the next transect outlined in **Table 3**.

5. The field crew will repeat steps 2 and 3.
6. This process will repeat until all of the transects have been mapped and the field crew can confirm that there is complete mixing at the most downstream point.

### **C.1.2 Disinfection Byproduct and Nitrate Sampling**

One set of direct fill grab samples for disinfection byproducts and nitrates shall be collected within the appropriate mixing zone. The City may also elect to collect special study data to evaluate end-of-pipe and upstream concentrations.

#### **C.1.2.1 Field Measurements**

Field measurements for conductivity, turbidity, dissolved oxygen, temperature and pH shall be taken during DBP and nitrate sample collection. Field measurements shall be made after water quality samples have been collected. All handheld field meters will be calibrated prior to sample collection.

## **C.2 SAMPLE HANDLING AND CUSTODY**

The Lead Field Engineer will ensure that all samples are collected and submitted to their respective labs by the maximum hold times listed in **Table 5**.

### **C.2.1 Chain of Custody Form**

Chain-of-custody (COC) forms shall be filled out by the Lead Field Engineer for all samples submitted to the laboratories. COCs will contain the following information:

- Sampler name
- Address (where the results will be sent)
- To whom the laboratory results need to be sent
- Sample collection date and time
- Sample location
- Analysis requested (**Table 5**)
- Sample container type and number
- Comments/special instructions
- Samples relinquished by (signature, print name, date)
- Samples received by (signature, print name, date)

Example lab specific COCs are included in **Attachment B**

## Attachment A – Field Logs

## TURLOCK MIXING ZONE STUDY AND DBP SAMPLING

Field Crew \_\_\_\_\_ Date \_\_\_\_\_

### WQCF Discharge

Arrival Time \_\_\_\_\_ Departure Time \_\_\_\_\_

#### OBSERVATIONS

Weather \_\_\_\_\_

Oil (extent) \_\_\_\_\_ Floating Material \_\_\_\_\_

Other Observations (water color, odor, equipment condition) \_\_\_\_\_

#### GRABS

#### FIELD MEASUREMENTS

Time _____	<input type="checkbox"/> DBPs	<input type="checkbox"/> Nitrate	Water Temp (°C) _____	pH _____	EC (μS/cm) _____
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### WQCF Box 9

Arrival Time \_\_\_\_\_ Departure Time \_\_\_\_\_

#### OBSERVATIONS

Weather \_\_\_\_\_

Oil (extent) \_\_\_\_\_ Floating Material \_\_\_\_\_

Other Observations (water color, odor, equipment condition) \_\_\_\_\_

#### GRABS

#### FIELD MEASUREMENTS

Time _____	<input type="checkbox"/> DBPs	<input type="checkbox"/> Nitrate	Water Temp (°C) _____	pH _____	EC (μS/cm) _____
------------	-------------------------------	----------------------------------	--------------------------	-------------	---------------------

### SJR-B

Arrival Time \_\_\_\_\_ Departure Time \_\_\_\_\_

#### OBSERVATIONS

Weather \_\_\_\_\_

Oil (extent) \_\_\_\_\_ Floating Material \_\_\_\_\_

Other Observations (water color, odor, equipment condition) \_\_\_\_\_

#### GRABS

#### FIELD MEASUREMENTS

Time _____	<input type="checkbox"/> DBPs	<input type="checkbox"/> Nitrate	Water Temp (°C) _____	pH _____	EC (μS/cm) _____
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### Transects

Arrival Time \_\_\_\_\_ Departure Time \_\_\_\_\_

#### NOTES

## **Attachment B**





## Council Synopsis

5G

September 9, 2014

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Appropriating \$21,000 to account number 506-00-000-231.51020 "Equipment Replacement-Streets" from Fund 506 "Equipment Replacement-Streets" reserve balance to purchase filter for Packer Truck to comply with air quality standards

### 2. DISCUSSION OF ISSUE:

Pursuant to the California Code of Regulations, Title 13, Section 2022.1 (f), the Federal Environmental Protection Agency requires all heavy duty on-road diesel engines to comply with specified air quality standards. Currently the City's Packer Truck, ST06-7054 is out of compliance. Fleet Services has identified a filter that will allow us to achieve compliance once it is installed on the vehicle. The cost of the equipment is approximately \$21,000.

### 3. BASIS FOR RECOMMENDATION:

Fleets that are found to be in violation may be subject to enforcement action, including fines.

**Strategic Plan Initiative:** B. POLICY INITIATIVE – MUNICIPAL INFRASTRUCTURE

**Goal(s):** a. – ix) Fleet & Equipment Management

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact - \$21,000**

**Budget Amendment:** Appropriate \$21,000 to 506-00-000-231.51020 "Equipment Replacement-Streets" from Fund 506 "Equipment Replacement-Streets" reserve balance.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A). Council may deny this allocation. Staff does not recommend this alternative, as further delay may cause interruption to City services and/or regulatory fines may be imposed for non-compliance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
\$21,000 TO ACCOUNT NUMBER }  
506-00-000-231.51020 "EQUIPMENT }  
REPLACEMENT-STREETS" FROM FUND 506 }  
"EQUIPMENT REPLACEMENT-STREETS" }  
RESERVE BALANCE TO PURCHASE FILTER }  
FOR PACKER TRUCK TO COMPLY WITH AIR }  
QUALITY STANDARDS }  
\_\_\_\_\_ }

RESOLUTION NO. 2014-

**WHEREAS**, the Federal Environmental Protection Agency requires all heavy duty on-road diesel engines to comply with specified air quality standards; and

**WHEREAS**, the City's Packer truck ST06-7054 has been deemed out of compliance; and

**WHEREAS**, Fleet Services has identified a filter that will allow us to achieve compliance once it is installed on the vehicle.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$21,000 to account number 506-00-000-231.51020 "Equipment Replacement-Streets" from Fund 506 "Equipment Replacement-Streets" reserve balance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 9<sup>th</sup> day of September, 2014, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

September 9, 2014

7A

From: Tim Lohman, Fire Chief

Prepared by: Robert E. Boyd, Neighborhood Services Supervisor

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Resolution: Assessing properties for abatement costs and establishing a lien for payment

**2. DISCUSSION OF ISSUE:**

The City Council has previously declared certain weeds, obnoxious growth, and other debris on property and abandoned vehicles to be a nuisance and the City has ordered abatement of such nuisances on certain properties.

**3. BASIS FOR RECOMMENDATION:**

Assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount of fifty-eight percent (58%) of the cost of the abatement.

Strategic Plan Initiative: G) SOCIAL INFRASTRUCTURE – HOUSING RESOURCES

Goal(s): 1(a)(i) Nuisance abatement

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** None.

**Budget Amendment**

Reimbursement costs of abatement plus administrative fee of 58% into account 110-20-220.35062 "Abatement Revenue."

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A.

**7. ALTERNATIVES:**

- A). Council may wish to consider not assessing the property owners for reimbursement of abatement costs plus administrative fees. This would put a financial burden on the budget.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING }  
PROPERTIES FOR ABATEMENT }  
COSTS AND ESTABLISHING A LIEN }  
FOR PAYMENT }  
\_\_\_\_\_ }

RESOLUTION NO. 2014-

**WHEREAS**, the City Council has previously declared certain weeds, obnoxious growth and other debris on property and abandoned vehicles to be a nuisance, and the City has ordered abatement of such nuisances on certain properties; and

**WHEREAS**, the City Council has held a hearing on the costs assessed to the owners of properties containing such nuisances and abated by the City, together with administrative costs of fifty-eight (58%) percent of the cost of the abatement; and

**WHEREAS**, the City Council has heard objections to such assessments and rules thereon.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Turlock does hereby confirm that the assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 9<sup>th</sup> day of September, 2014, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

\_\_\_\_\_  
Kellie Weaver, City Clerk,  
City of Turlock, County of  
Stanislaus, State of California

**EXHIBIT "A"**

NAME OF OWNER	LOCATION OF PROPERTY	ABATEMENT		AMOUNT ASSESSED
		DATE	NUMBER	
EDUARDO GARCIA 2736 WEST HATCH ROAD MODESTO CA 95358	351 BERNELL AVENUE	6/24/14	050-014-011-000	\$640.23
BIJAN PIROUZ 2001 S BARRINGTON AVE #312 L LOS ANGELES CA 90025	2050 DIVANIAN DRIVE	6/25/14 - 6/26/14	071-011-016-000	\$2,725.66
VERMONT PLACE OWNERS 2859 GEER ROAD STE B TURLOCK CA 95380	0 VERMONT STREET	6/26/14	050-004-057-000	\$407.36
SARGON B. BAHRAMI 255 BERNELL AVENUE TURLOCK CA 95380	255 BERNELL AVENUE	7/14/14	050-014-044-000	\$996.25
SERVERINA CANILAO 1180 HILLSDALE BOULEVARD DALY CITY CA 94014	881 WEST MAIN STREET	6/24/14	061-004-068-000	\$1,153.70



## Council Synopsis

September 9, 2014

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

Prepared by: Roger K. Fall  
Development Services Department

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving the recommended Program of Projects for Fiscal Year 2014/15 Federal Transit Administration Urbanized Area Program Funding

### 2. DISCUSSION OF ISSUE:

The City of Turlock, under Federal Transit Administration (FTA) guidelines, is required to hold a Public Hearing for public comment concerning FTA transit projects proposed to be funded with FTA Section 5307 – Urbanized Area Program. This federal apportionment will provide a sustainable source of funds for transit operations and capital expenditures. Projects are partially funded with Federal dollars requiring a local match of 50% for operating and 20% for capital expenses.

Stanislaus Council of Governments (StanCOG) provided a public notice and public hearing regarding Federal Improvement Program (FTIP) Amendment but the public notice for the FTIP lacked certain wording concerning FTA 5307 transit projects. Therefore, to ensure that the City adheres to the FTA guidelines, staff is providing a separate “Public Notice” and “Public Hearing” for the proposed projects in accordance with the FTA Transit Section 5307 – Urbanized Area Program.

The attached “Public Notice,” contains the recommended Program of Projects for FTA Section 5307 funds. The FTA projects will be included in the City’s FY 2014\15 budget when the FTA approves the FTA grant application. The Stanislaus Council of Governments adopted the Federal Transportation Improvement Program (FTIP) amendment to include Stanislaus County jurisdictions FTA Section 5307 Program projects. A Public Hearing on this document has been held without any comments.

To qualify for this funding a completed and approved FTA grant application is required within 180 day including an internal sixty day review of the application by the FTA.

The major projects in this program include transit operating assistance, purchase of rolling stock, transit support equipment and 5307 funded construction phase two of the Turlock Regional Transfer Center facility. The proposed parcel for this project is located near the intersection of Golden State Blvd and Hawkeye Ave. Purchase of rolling stock with FTA funding and a twenty percent local match utilizing Proposition 1B funds has been approved and readily available for immediate bus purchase. The following dollar figures are planning dollar amounts but the actual expenditures may be considerably less than those represented below.

**FTA Section 5307 Program Assistance**

Transit Operating Assistance	\$ 600,000.00
Purchase Rolling Stock – Purchase ten buses in FY 14/15 (6 CNG 35 foot transit buses seating 32 passengers)	\$ 1,597,923.00
Preventative Maintenance for Transit Vehicles and Transit Facilities	\$ 120,000.00
Acquire Transit Support Equipment, tools and Technology for Transit Facilities and Transit Vehicles	\$ 352,000.00
Transit Facility Improvements and Construction of Transit Facilities	\$ 400,000.00

**LTF Program Assistance**

Transit Operating Assistance	\$ 600,000.00
Purchase Rolling Stock – Purchase ten buses in FY 14/15 (6 CNG 35 foot transit buses seating 32 passengers)	\$ 400,000.00
Preventative Maintenance for Transit Vehicles and Transit Facilities	\$ 30,000.00
Acquire Transit Support Equipment, tools and Technology for Transit Facilities and Transit Vehicles	\$ 88,000.00
Transit Facility Improvements and Construction of Transit Facilities	\$ 100,000.00

**Proposition 1B**

Purchase Rolling Stock – Purchase ten buses in FY 14/15 (6 CNG 35 foot transit buses seating 32 passengers)	\$ 900,000.00
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**3. BASIS FOR RECOMMENDATION:**

FTA requires that prior to providing approval of funds for a particular grantee, the grantee shall afford the public an opportunity to comment on the program of projects it plans to undertake with Federal funds. FTA considers that a grantee has met the public participation requirement associated with the annual development of the program of projects when the grantee follows the public involvement process outlined in the FTA planning regulations for the development of the TIP and any subsequent amendments.

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

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

**Strategic Plan Initiative E. ECONOMIC DEVELOPMENT**

**Goal(s):** 1-C Enhance revenue

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

The budgetary effect of this item is included in the adopted FY 14/15 - City budget and no additional financial impact is expected other than what is included within transit funding.

No General Fund dollars will be used for capital projects or this transit operation.

**Budget Amendment**

None at this time.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable.

**7. ALTERNATIVES:**

A). Not hold a public hearing and not accept the federal funding. Staff does not recommend this action.



**MICHAEL G. PITCOCK**  
DIRECTOR OF DEVELOPMENT SERVICES  
CITY ENGINEER  
[mpitcock@turlock.ca.us](mailto:mpitcock@turlock.ca.us)

**DEVELOPMENT SERVICES DEPARTMENT**

156 S. BROADWAY, SUITE 150 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5520 | FAX 209-668-5563 | TDD 1-800-735-2929

## NOTICE OF PUBLIC HEARING

BY THE DIRECTOR OF DEVELOPMENT SERVICES / CITY ENGINEER OF THE CITY OF TURLOCK

A Public Hearing will be held on **Tuesday, September 9, 2014 at 6:00 P.M.** In The Yosemite Community Room on the 2<sup>nd</sup> floor of Turlock City Hall, 156 South Broadway, Turlock, California, for the purpose of receiving public comment on the **City of Turlock's FY 2014/15 Program of Projects prepared pursuant to Federal Transit Administration Guidelines.**

The Turlock Urbanized Area FY 2014/15 Federal Apportionment is estimated to be approximately \$2,077,838 under Section 5307, \$1,218,000 under Transit Local Transportation Funding (LTF) funding and \$900,000 under California State Proposition 1B funding.

Transit operating assistance to defray operation expenses for the period of July 1, 2014 through June 30, 2015, the total FY 2014/15 section 5307 funds available for operating assistance is estimated to be \$600,000 and other capital expenditures \$3,069,923.

FTA Section 5307 Program Assistance (current funding amounts)

Transit Operating Assistance	\$ 600,000.00
Purchase Rolling Stock – Purchase ten buses in FY 14/15 (6 CNG 35 foot transit buses seating 32 passengers)	\$ 1,597,923.00
Preventative Maintenance for Transit Vehicles and Transit Facilities	\$ 120,000.00
Acquire Transit Support Equipment, tools and Technology for Transit Facilities and Transit Vehicles	\$ 352,000.00
Transit Facility Improvements and Construction of Transit Facilities	\$ 400,000.00

LTF Program Assistance (matching funds List includes current Local Transportation funding amounts)

Transit Operating Assistance	\$ 600,000.00
Purchase Rolling Stock – Purchase ten buses in FY 14/15 (6 CNG 35 foot transit buses seating 32 passengers)	\$ 400,000.00
Preventative Maintenance for Transit Vehicles and Transit Facilities	\$ 30,000.00
Acquire Transit Support Equipment, tools and Technology for Transit Facilities and Transit Vehicles	\$ 88,000.00
Transit Facility Improvements and Construction of Transit Facilities	\$ 100,000.00

Proposition 1B (matching funds List includes current Local Transportation funding amounts)

Purchase Rolling Stock – Purchase ten buses in FY 14/15 (6 CNG 35 foot transit buses seating 32 passengers)	\$ 900,000.00
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Unless amended, this Program of Projects will constitute the final Program of Projects.

This Program of Projects is being published to provide the opportunity for public comment by interested citizens, private transportation providers, and locally elected officials. A copy of the Program of Projects is available for review at the City of Turlock, Development Services Office at 156 South Broadway, Suite 150, Turlock, CA 95380. The city invites interested parties the opportunity to submit comments, orally or in writing, regarding the program of projects and the overall performance of transit operations. Any written or fax comments must be submitted by the date of the proposed public hearing to the Development Services office address above.

PURSUANT TO CALIFORNIA CONSTITUTION ARTICLE III 'IV ESTABLISHING THE ENGLISH LANGUAGE AS THE OFFICIAL LANGUAGE FOR THE STATE OF CALIFORNIA, AND IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE '185 WHICH REQUIRES PROCEEDINGS BEFORE ANY STATE COURT TO BE IN ENGLISH, NOTICE IS HEREBY GIVEN THAT ALL PROCEEDINGS BEFORE THE TURLOCK CITY COUNCIL SHALL BE IN ENGLISH AND ANYONE WISHING TO ADDRESS THE COUNCIL IS REQUIRED TO HAVE A TRANSLATOR PRESENT WHO WILL TAKE AN OATH TO MAKE AN ACCURATE TRANSLATION FROM ANY LANGUAGE NOT ENGLISH INTO THE ENGLISH LANGUAGE.

**BY ORDER OF THE DIRECTOR OF DEVELOPMENT SERVICES / CITY ENGINEER OF THE CITY OF TURLOCK.**

**MICHAEL G. PITCOCK, DIRECTOR OF DEVELOPMENT SERVICES / CITY ENGINEER**



## Council Synopsis

September 9, 2014

7C

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Ordinance: Adding Turlock Municipal Code Title 6, Chapter 8, Storm Water Management and Urban Runoff Pollution Control

### 2. DISCUSSION OF ISSUE:

The US EPA and the State Water Resources Control Board (SWRCB) have determined that storm water discharges and urban runoff are significant sources of water pollution that can threaten aquatic life and public health. The SWRCB regulates storm water discharges and urban runoff from municipal sources in California. In 2013, the SWRCB adopted the Phase II Small Municipal Separate Storm Sewer System (Small MS4) General Permit that specifically listed the City of Turlock to comply with these regulations.

In July 2013, Turlock complied with the Small MS4 General Permit and filed a Notice of Intent and a Guidance Document that specifies actions and activities over the next five (5) years necessary to reduce the discharge of pollutants in storm water to the maximum extent practicable and for compliance with the General Permit. The regulations specify six (6) minimum control measures to be developed and implemented over the next four (4) years including Public Education and Outreach, Public Participation/Involvement, Illicit Discharge Detection and Elimination, Construction Site Runoff Control, Post-Construction Runoff, and Pollution Prevention/Good Housekeeping.

One task identified in the second year of the General Permit is to review and revise relevant ordinances or other regulatory mechanisms to obtain adequate legal authority to control pollutant discharges into and from the storm drain system and to meet the requirements of the General Permit. The proposed ordinance will meet these requirements and further protect the general health, safety, and welfare of our citizens.

If approved at the public hearing, this item will be brought back before City Council on September 23, 2014 for final reading and adoption.

**3. BASIS FOR RECOMMENDATION:**

A. The City is required to comply with the US EPA and the SWRCB to revise and implement the provisions of the Small MS4 General Permit to ensure the City has the legal authority to implement the permit requirements to reduce storm water discharges and urban run-off pollution to the maximum extent practicable.

**Strategic Plan Initiative:** MUNICIPAL INFRASTRUCTURE

**Goal(s):** b. Address Growth-Related Issues (Current and Future)  
vi) Storm Water Management

c. Maintain and Execute Municipal Services Strategic Plan  
iii) Storm Water

**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 additions to the Turlock Municipal Code. This is not recommended. The additions to the ordinance are required by the US EPA and the SWRCB to ensure compliance with the General Permit. Additionally, implementing the proposed additions will reduce storm water discharges and urban run-off pollution to the maximum extent practicable and further protect the general health, safety, and welfare of our citizens.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK  
MUNICIPAL CODE TITLE 6, CHAPTER 8,  
STORM WATER MANAGEMENT AND  
URBAN RUNOFF POLLUTION CONTROL

ORDINANCE NO. -CS

**WHEREAS**, the US EPA and State Water Resources Control Board have determined that storm water discharges and urban runoff can be significant sources of water pollution that can threaten aquatic life and public health; and

**WHEREAS**, the State Water Resources Control Board and Central Valley Regional Water Quality Control Board regulate storm water discharges and urban runoff from municipal sources in California; and

**WHEREAS**, the State Water Resources Control Board adopted the Phase II Small Municipal Separate Storm Sewer System (Small MS4) General National Pollutant Discharge Elimination System (NPDES) Permit that requires small cities in California to comply with its requirements; and

**WHEREAS**, the proposed ordinance will provide adequate legal authority to control pollutant discharges into and from the MS4, meet the requirements of the Small MS4 General Permit, and protect the general health, safety, and welfare of our citizens.

**BE IT ORDAINED** by the City Council of the City of Turlock as follows:

**SECTION 1. ADDITION:** Title 6, Chapter 8 is hereby added to read as follows:

**Chapter 6-8**  
**STORM WATER MANAGEMENT AND URBAN RUNOFF POLLUTION CONTROL**

Sections:

Article 1. General Provisions

- 6-8-101 Title.
- 6-8-102 Purpose.
- 6-8-103 Ultimate Responsibility of Discharger.
- 6-8-104 Definitions.
- 6-8-105 Administrative Responsibility.
- 6-8-106 Conflicts with Other Laws.

Article 2. Discharge Prohibition

- 6-8-201 Discharge of Non-Storm Water Prohibited.
- 6-8-202 Exceptions to Discharge Prohibition.

OK for Agenda  
*[Signature]*

- 6-8-203 Conditional Exemptions from Discharge Prohibition.
- 6-8-204 Illicit Discharges Prohibited.
- 6-8-205 Illicit Connections Prohibited.

### Article 3. Industrial, Construction and Development Activity

- 6-8-301 Industrial and Construction Activity NPDES Storm Water Permit.
- 6-8-302 Requirement to Prevent, Control, and Reduce Storm Water Pollutants.
- 6-8-303 Landscaping and Stabilization Requirements.
- 6-8-304 Requirement to Monitor and Analyze.

### Article 4. Pollutant Reduction

- 6-8-401 Reduction of Pollutants in Storm Water.
- 6-8-402 Compliance with General Permits.
- 6-8-403 Compliance with Best Management Practices.
- 6-8-404 Business-Related Activities.
- 6-8-405 Development.
- 6-8-406 General Rules and Regulations.

### Article 5. Administrative Requirements

- 6-8-501 Containment and Notification of Spills.
- 6-8-502 Inspection Authority.
- 6-8-503 Concealment and Abetting.
- 6-8-504 Acts Potentially Resulting in Violation of Federal Clean Water Act and/or Porter-Cologne Act.

### Article 6. Enforcement

- 6-8-601 Enforcement Authority.
- 6-8-602 Abatement by City.
- 6-8-603 Charges for Cost of Abatement.
- 6-8-604 Violations.
- 6-8-605 Criminal Prosecution.
- 6-8-606 Remedies Not Exclusive.
- 6-8-607 Appeal.
- 6-8-608 Disclaimer of Liability.
- 6-8-609 City Authority.
- 6-8-610 Judicial Review.

### Article 1. General Provisions

#### 6-8-101 Title.

This chapter shall be known as the city "Storm Water Management and Urban Runoff Pollution Control Ordinance," and may be cited as such.

**6-8-102 Purpose.**

(a) Purpose. The purpose of this chapter is to protect and promote the health, safety, and general welfare of the citizens of the City through the effective prohibition and reasonable control of non-storm water discharges to the Municipal Separate Storm Sewer System (MS4) from spills, dumping or disposal of materials other than storm water, and by reducing pollutants in urban storm water discharges to the maximum extent practicable.

(b) Intent. The intent of this chapter is to assist in the protection and enhancement of the water quality of local watercourses, water bodies, and wetlands (receiving waters) in a manner pursuant to and consistent with the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), by reducing pollutants in storm water discharges and by limiting non-storm discharges into the MS4 to the maximum extent practicable.

(c) Scope. This chapter provides for the control and regulation of discharges to the MS4 and receiving waters, through a program of education and enforcement of general and specific prohibitions and requirements. This chapter applies to all dischargers and places of discharge located within the City of Turlock that discharge storm water or non-storm water into any MS4 or receiving waters.

(d) Objectives. Through a program employing watershed-based approaches that balance environmental and economic considerations, the City seeks to protect and promote the public health, safety, and general welfare of its citizens with the implementation of the following objectives:

- (1) To comply with all federal and state laws, lawful standards, and orders applicable to storm water and urban runoff pollution control;
- (2) To prohibit and reasonably control any discharge that may interfere with the operation of, or cause any damage to the MS4, or impair the beneficial uses of the receiving waters;
- (3) To prohibit illicit discharges to the MS4;
- (4) Reduce storm water runoff rates and volumes, soil erosion and non-point source pollution wherever feasible, through storm water management controls and to ensure that these management controls are properly maintained;
- (5) To reduce pollutants in storm water and urban runoff;
- (6) To reduce unauthorized non-storm water discharges to the MS4 to the maximum extent practicable;
- (7) To develop and implement effective educational outreach programs designed to educate the public on issues of storm water and urban runoff pollution;

(8) To establish adequate legal authority to carry out all inspection, surveillance and monitoring, or other procedures necessary to ensure compliance with this chapter.

(e) Violations. Any person violating any of the provisions or failing to comply with the mandatory requirements of this chapter may be prosecuted in accordance with Turlock Municipal Code Section 1-2-01.

#### **6-8-103 Ultimate Responsibility of Discharger.**

The standards set forth herein and promulgated pursuant to this chapter are minimum standards. Therefore, this chapter does not intend nor imply that compliance by any person will ensure there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the United States caused by such person. This chapter shall not create liability on the part of the City of Turlock, or any agent, or employee thereof for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made thereunder.

#### **6-8-104 Definitions.**

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Basin Plan" shall mean a Water Quality Control Plan adopted by the California Regional Water Quality Control Board for the Central Valley or the State Water Resources Control Board for a specific region, watershed, or other designated area.

"Best Management Practice" or "BMP" shall mean schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures, and other management practices to prevent or reduce, to the maximum extent practicable, the discharge of pollutants directly or indirectly to the MS4. Best Management Practices may also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from construction or industrial sites or from raw material storage. Examples of BMPs may include: public education and outreach, proper planning of development projects, proper cleaning of catch basin inlets, and proper sludge or waste-handling and disposal, among others.

"California Storm Water Quality Association" or "CASQA" shall mean the California Storm Water Quality Association, a professional member association dedicated to information sharing and the advancement of storm water quality management.

"Charity Vehicle Washing" shall mean the washing and rinsing of passenger vehicles on private property by nonprofit organizations.

"City" shall mean the City of Turlock.

"Clean Water Act" or "CWA" shall mean the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq*) and any subsequent amendments thereto.

"Commercial Activity" shall mean any public or private activity involved in the storage, transportation, distribution, exchange or sale of goods and/or commodities, or providing professional and/or non-professional services.

"Construction Activity" is defined as clearing, grading, or excavation that results in soil disturbance. Construction activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or the original purpose of the facility, nor does it include emergency construction activities required to immediately protect public health and/or safety.

"Control" shall mean to minimize, reduce, or eliminate by mechanical, physical, technological, legal, contractual, or other means the discharge of pollutants from an activity or activities.

"Development" shall mean any construction, rehabilitation, redevelopment, or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail, and other non-residential projects, including public agency projects; or mass grading for future construction; the building or placement of any structure or portion thereof and includes all "Construction Activity."

"Director" shall mean the Municipal Services Director of the City of Turlock or the duly authorized representative(s) designated to administer, implement, and enforce the provisions of this chapter.

"Discharge" shall mean any intentional or un-intentional release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid or solid substance to the MS4 or receiving waters.

"Employee Training Program" shall mean a documented employee training program that may be required to be implemented by a business pursuant to a Storm Water Pollution Prevention Plan (SWPPP), for the purpose of educating its employees on methods of reducing the discharge of pollutants to the MS4.

"Enforcement Agency" shall mean the City of Turlock

"Enforcement Official" shall mean any agent of the City authorized to enforce compliance with this chapter.

"Hazardous Material(s)" shall mean any material, including any substance, waste or combination thereof, that, because of its quality, concentration or physical, chemical or infectious characteristics, may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment, when improperly treated, stored, transported, disposed of, or otherwise managed, or any

material(s) defined as hazardous by Division 20, chapter 6.95 of the California Health and Safety Code.

"Illicit Connection" shall mean any physical connection including pipes, drains, open channels, or other conveyances to the MS4 that is not authorized by the City and/or the Regional Water Board.

"Illicit Discharge" shall mean any discharge to the MS4 that is prohibited under local, state, or federal statutes, ordinances, codes or regulations, particularly any discharge that may degrade the quality of local receiving waters. Illicit discharges include all non-storm water discharges except discharges pursuant to an NPDES permit or discharges that are exempted or conditionally exempted by an NPDES permit or granted as a special waiver or exemption by the Regional Water Board.

"Impervious Surface" shall mean any man-made or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from paving, concrete, compacted gravel, compacted earth, and oiled earth. Permeable pavement shall not be considered to be an impervious surface.

"Incidental Runoff" shall mean unintended amounts (volume) of runoff of potable or non-potable water mainly from urban sources, such as unintended, minimal over spray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility design.

"Industrial Activity" shall mean any public or private activity which is associated with any of the 11 categories of activities defined in 40 CFR 122.26 (b) (14) and required to obtain an individual NPDES permit or coverage under a general permit.

"Industrial/Commercial Facility" shall mean any facility involved and/or used in the production, manufacture, storage, transportation, distribution, exchange or sale of goods and/or commodities, and any facility involved and/or used in providing professional and non-professional services. This category of facility includes, but is not limited to, any facility defined by the Standard Industrial Classifications (SIC) and /or North American Industry Classification System (NAICS). Facility ownership (federal, state, municipal, private) and profit motive of the facility are not factors in this definition.

"Material" shall mean any substance including, but not limited to: garbage and debris; lawn clippings, leaves and other vegetation; biological and fecal waste; sediment and sludge; oil and grease; gasoline; paints, solvents, cleaners, and any fluid or solid containing chemicals.

"Maximum Extent Practicable" or "MEP" shall mean the standard for implementation of storm water management programs to reduce pollutants in storm water. MEP refers to storm water management programs taken as a whole. This standard represents the

maximum extent possible, but takes into account equitable considerations and competing facts, including but not limited to, the gravity of the problem, public health risk, societal concern, environmental benefits, pollutant removal effectiveness, regulatory compliance, public acceptance, ability to implement, cost, and technical feasibility.

"Municipal Separate Storm Sewer System" or "MS4" shall mean any natural or artificial facilities or any part thereof, including streets, gutters, conduits, natural or artificial drains, channels and watercourses that are located within the jurisdiction or geographical extent of the City of Turlock and used for the purpose of collecting, storing, transporting, or disposing of storm water.

"National Pollutant Discharge Elimination System" or "NPDES" shall mean a discharge permit issued by the U.S. EPA, State Water Resources Control Board, or a California Regional Water Quality Control Board pursuant to the Clean Water Act that authorizes discharges to Waters of the United States.

"Non-Commercial Vehicle Washing" shall mean the washing and rinsing of passenger vehicles on private property in which no commercial enterprise is being conducted in the washing of those vehicles.

"Nonprofit Organization" shall mean any nonprofit association or corporation organized primarily for veteran, patriotic, welfare, religious, civic betterment, or charitable purposes, which has been issued a tax exempt certificate as required under the Revenue and Taxation Code of the State of California or a group which is an integral part of a recognized national organization having such a tax exempt status. A nonprofit organization shall also mean any organization officially affiliated with and sanctioned by any Turlock School District which serves a significant number of residents from the City of Turlock. This shall include Private Schools.

"Non-Storm Water Discharge" shall mean any discharge to a municipal MS4 that is not composed entirely of storm water.

"Notice of Intent" or "NOI" means a document filed with the State Water Resources Control Board that identifies the responsible parties, locations, and scope of operations of dischargers covered by the general NPDES permit and documents the discharger's knowledge of the requirements for a SWPPP.

"Notice of Violation or "NOV" means a written order served upon a person or entity, by personal service or by registered or certified mail.

"Person" shall mean any person, firm, corporation, business entity, or public agency, whether principal, agent, employee, or otherwise.

"Phase II Small MS4 General Permit" shall mean an NPDES permit providing permit coverage to a small MS4 by the State Water Resources Control Board pursuant to the Clean Water Act that authorizes discharges of storm water and some types of non-stormwater to Waters of the United States.

"Pollutant" shall mean any pollutant defined in 33 U.S.C. §§ 1362(6) of the Federal Water Pollution Control Act or incorporated into the California Water Code Sec. 13373. Pollutants may include, but are not limited to the following:

(a) Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge);

(b) Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium), and non-metals (such as phosphorus and arsenic);

(c) Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease);

(d) Excessive eroded soil, sediment, and particulate materials in amounts that may adversely affect the designated or existing beneficial uses of the receiving waters;

(e) Animal wastes (including but not limited to discharge from the keeping of household pets and domestic animals, animal confinement facilities, kennels, pens, recreational facilities, stables, and show facilities) or other materials with excessive levels of fecal coliform, fecal streptococcus, or enterococcus bacteria;

(f) Substances having characteristics such as pH less than 5.5 or greater than 8.5, unusual coloration, or turbidity;

(g) Any prohibited discharge listed in Turlock Municipal Code Section 6-4-303.

"Receiving Waters" shall mean all surface water bodies, including any natural or man-made stream, whether flowing continuously or not, that is fed from permanent or natural sources, and, without limitation, rivers, creeks, runs, rivulets, and drains within Stanislaus County that are identified by the Regional Water Board in a Basin Plan. A receiving water may or may not be properly defined as a Water of the United States.

"Regional Water Board" shall mean the California Regional Water Quality Control Board, Central Valley Region.

"Spill Response Plan" shall mean a plan required by and for which contents are specified in the State of California Phase II Small Municipal Separate Storm Sewer System General Permit (MS4). A Spill Response Plan is a document that describes the best management practices to be implemented by the City for non-storm water spills that may threaten the MS4.

"State Water Board" shall mean the California State Water Resources Control Board.

"Storm Water" or "Stormwater" shall mean surface water runoff and drainage which originates from atmospheric moisture (rainfall or snow melt) and that falls onto land, water, or other surfaces and that is essentially free of pollutants or has had pollutants reduced to the maximum extent practicable. Without any change in its meaning, this term may be spelled or written as one word or two separate words.

"Storm Water Pollution Prevention Plan" or "SWPPP" shall mean a plan required by and for which contents are specified in the State Water Board's General Permit for Storm Water Discharges Associated with Industrial Activities (Order No. 97-03-DWQ and No. 2014-0057-DWQ (effective July 1, 2015)), or for Storm Water Discharges Associated with Construction Activities (Order No. 2009-0009-DWQ (as amended)). A SWPPP is a document that describes the BMPs to be implemented by the owner or operator of a business to eliminate non-storm water discharges and/or to reduce pollutants in storm water discharges to the MS4 or local receiving waters.

"Storm Water Runoff" shall mean that part of precipitation (rainfall or snow melt) that travels across the ground or a surface to the MS4 or receiving waters.

"Toxic Materials" shall mean any material or combination of materials that directly or indirectly cause or substantially contribute to either acute or chronic toxicity in receiving waters. Toxic materials includes toxic pollutants listed in the California Toxics Rule, 40 C.F.R. §131.38(b).

"United States Environmental Protection Agency" or "US EPA" shall mean the federal government agency tasked with implementing the Clean Water Act and the NPDES permit program nationally.

"Urban Runoff" shall mean surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial, or industrial activities involving the use of potable and non-potable water.

"Water Quality Standard" shall mean any or all applicable water quality objectives set to protect designated and existing beneficial uses contained in a Basin Plan or any other approved Water Quality Control Plan.

#### **6-8-105 Administrative Responsibility.**

(a) Except as otherwise provided herein, the Director, or his/her designee, shall administer, implement, and enforce the provisions of this chapter.

#### **6-8-106 Conflicts with Other Laws.**

(a) In the event of any conflict between this chapter and any federal or state law, regulation, order or permit, the requirement that establishes the higher or more stringent standard for public health or safety shall govern.

(b) To the extent permitted by law, nothing in this chapter shall preclude enforcement of any other applicable law, regulation, order, or permit.

## Article 2 Discharge Prohibition

### 6-8-201 Discharge of Non-Storm Water Prohibited.

Except as provided in § 6-8-202 and § 6-8-203, it is unlawful for any person to make or cause to be made any non-storm water discharge. Notwithstanding the exemptions provided by § 6-8-202 and the conditional exemptions in § 6-8-203, if the Regional Water Board or the Enforcement Official determines that any otherwise exempt discharge causes or significantly contributes to violations of any water quality standard, or conveys significant quantities of pollutants to receiving water(s), or is a danger to public health, safety, or welfare, such discharge shall be prohibited from entering the MS4.

No person shall discharge, permit to be discharged, or cause to be discharged any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards into any part of the MS4 or any part of a receiving water.

(a) It is prohibited to throw, deposit, place, leave, maintain, keep or permit to be thrown, deposited, placed, left, maintained or kept any refuse, rubbish, trash, garbage or any other discarded or abandoned objects, articles, material, litter, or accumulations in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place or upon any public or private plot of land in the City, so that the same might be or become a pollutant. No person shall throw, deposit litter, or material in any fountain, pond, lake, stream, or other body of water within the City. This subsection shall not apply to refuse, rubbish, trash, or garbage deposited in containers, bags, or other appropriate receptacles which are placed in designated locations for regular solid waste pick up and disposal.

(b) It is prohibited to intentionally dispose of leaves, dirt, or other landscape debris into the MS4.

(c) No person shall discharge or allow the discharge of any of the following types of non-storm water discharges into the MS4, unless done pursuant to the terms and conditions of a separate NPDES permit or pursuant to an express exemption issued by either the Regional Water Board or the State Water Board:

(1) The discharge of untreated cleaning or wash waters from gas stations, auto repair garages, or other type of automotive service facilities;

(2) The discharge of untreated waste water from mobile auto washing, pet washing, steam cleaning, mobile carpet cleaning, and other such mobile commercial and industrial operations;

(3) To the maximum extent practicable, discharges from repair areas where machinery and equipment, including motor vehicles, are visibly leaking oil, fluid, or antifreeze;

(4) Discharges of untreated runoff from storage areas of materials containing grease, oil, or other hazardous substances, and uncovered receptacles containing hazardous or metallic materials;

(5) Discharges of commercial, municipal, or residential chlorinated or salt water swimming pool or fountain water, filter backwash, or swimming pool tile cleaning process water;

(6) Discharges of untreated runoff from the washing of toxic materials from impervious or pervious areas, provided, however, those non-industrial and non-commercial activities that incidentally generate urban runoff, such as the non-commercial hand-washing of cars, shall be excluded from this prohibition;

(7) To the maximum extent practicable, discharges from washing impervious surfaces in industrial/commercial areas which results in a discharge of untreated runoff, unless specifically required by State's, City's, or Stanislaus County's Health and Safety codes or permitted under a separate NPDES permit;

(8) Discharges from the washing out of concrete trucks, trailers, pumpers, wheel barrows, or other vehicles, tools, or equipment;

(9) Unauthorized discharges of any pesticide, fungicide, or herbicide regulated or banned by the US EPA or the California Department of Pesticide Regulation; or

(10) The disposal of hazardous wastes into trash containers used for municipal trash disposal, where such disposal causes or threatens to cause a direct or indirect discharge to the MS4.

#### **6-8-202 Exceptions to Discharge Prohibition.**

Subject to the authority granted to the Regional Water Board and the Enforcement Official in §6-8-105, the following discharges to the MS4 are exempt from the prohibition set forth in §6-8-201(a).

(a) Any discharge regulated under a NPDES permit issued to the discharger and administered by the State pursuant to Division 7 of the California Water Code, provided that the discharger is in compliance with all requirements of the permit and all other applicable laws and regulations;

(b) Discharges from the following activities, which, when properly managed, do not cause or contribute to a violation of any water quality standard:

(1) Dechlorinated water line flushing and other discharges from potable water sources;

(2) Incidental run-off from landscape irrigation and lawn watering;

(3) Rising ground waters or springs;

- (4) Passive foundation and footing drains;
- (5) Water from crawl space pumps and basement pumps;
- (6) Air conditioning condensation;
- (7) Individual residential and other noncommercial vehicle washing;
- (8) Natural flows from riparian habitats and wetlands;
- (9) Flows from fire suppression activities, including fire hydrant flows and flushing;
- (10) Waters not otherwise containing wastes as defined in California Water Code § 13050(d) and California Health & Safety Code § 25117;
- (11) Diverted stream flows;
- (12) Uncontaminated ground water infiltration to separate storm sewers or uncontaminated pumped groundwater;
- (13) Any discharge that the Enforcement Official, the local health officer, or the Regional Water Board determines, in writing, is necessary for the protection of the public health and safety;
- (14) Any discharge caused by flooding or other natural disaster, which could not have been reasonably foreseen and mitigated in advance by the discharger, as determined by the Enforcement Official;
- (15) Any discharge for which all pollutants have been demonstrated to be reduced to the maximum extent practicable.

#### **6-8-203 Conditional Exemptions from Discharge Prohibition.**

The following non-storm water discharges to the MS4 are exempt from the prohibition set forth in §6-8-201(a) and may be allowed to be discharged into the MS4, subject to all appropriate BMPs and prior written authorization by the Director. The "Conditionally Exempt Discharges" are as follows:

- (a) De-chlorinated and non-salt water swimming pool discharges where the water cannot be readily discharged to the sanitary sewer system or allowed to completely percolate into the ground;
- (b) Discharges from charity vehicle washing;
- (c) Street, driveway, and sidewalk washing; and

(d) Other categories approved by the Executive Officer of the Regional Water Board, or an authorized representative.

#### **6-8-204 Illicit Discharges Prohibited.**

It is unlawful for any person to cause, either individually or jointly, any illicit discharge not authorized under Section 6-8-202 or 6-8-203 to the MS4 that consists of unauthorized non-storm water or contaminated storm water.

#### **6-8-205 Illicit Connections Prohibited.**

It is unlawful for any person to establish, use, or maintain any illicit connection to the MS4. This prohibition against unlawful connections is retroactive and applies to unpermitted connections made in the past regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection. If a connection was permissible under the law or practices applicable or prevailing at the time of the connection that is now unlawful, no penalties shall be assessed under this chapter until the owner/user of the connection has been notified and given an opportunity to remedy the situation in accordance with Section 6-8-601.

### **Article 3. Industrial, Construction, and Development Activity**

#### **6-8-301 Industrial and Construction Activity NPDES Storm Water Discharge Permit.**

(a) Any person subject to an industrial NPDES storm water discharge permit shall comply with all provisions of such permit. Documents demonstrating compliance with said permit, including sampling data and reports, may be required to be produced in a form acceptable to the Director upon inspection of the facility, during any enforcement proceeding or action, or for any other reasonable cause. The City only requires information in compliance with the Homeland Security Act or other Federal law that concerns security in the United States.

(b) Any person subject to a construction activity NPDES storm water discharge permit shall comply with all provisions of such permit and Chapter 7-4 Excavations Article 1 Grading, Erosion, and Sediment Control as existing or as hereafter amended. Documents demonstrating compliance with said permit, including sampling data and reports, may be required to be produced in a form acceptable to the Director prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause. Prior to issuance of a construction permit, Permittees shall electronically file an NOI and a SWPPP via the State Water Board's Storm Water Multi-Application Reporting and Tracking System (SMARTS). Permittees shall submit Annual Reports electronically using the SMARTS to evaluate the implementation of Permittees storm water program, the effectiveness of the BMPs and measuring goals, the Permittees improvement opportunities to achieve the Maximum Extent Practicable (MEP), and any supplemental information required by a Regional Water Board in accordance with the Regional Water Board's specific requirements.

(c) If the City discovers any non-filers that should be covered under one of the State Water Board's general permits, the City will report to the Regional Water Board within 30 days or file a complaint on the State Water Board's website at the following link: [http://www.dtsc.ca.gov/database/CalEPA\\_Complaint/index.cfm](http://www.dtsc.ca.gov/database/CalEPA_Complaint/index.cfm).

#### **6-8-302 Requirement to Prevent, Control, and Reduce Storm Water Pollutants**

(a) Authorization to Adopt and Impose BMPs. The City may adopt requirements identifying BMPs for any activity, operation, or facility that may cause or contribute to pollution or contamination of storm water, the MS4, or receiving waters as a separate BMP. Where BMP requirements are imposed by any Federal, State of California, or the Enforcement Agency for any activity, operation or facility that would otherwise cause the discharge of pollutants to the MS4 or receiving waters, every person undertaking such activity or operation or owning or operating such facility shall implement those BMPs.

(b) New Development and Redevelopment. In addition to Chapter 7-4 Excavations Article 1 Grading, Erosion, and Sediment Control as existing or as hereafter amended, the City may adopt requirements identifying appropriate design standards and BMPs to control the volume, rate, and potential pollutant load of storm water runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport, and discharge of pollutants. The City may incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development. The owner and developer shall comply with the terms, provisions, and conditions of such requirements when incorporated into land use entitlements and building permits as required in this chapter.

(c) Responsibility to Implement BMPs. Notwithstanding the presence or absence of requirements imposed pursuant to subsections (a) and (b), any person engaged in activities or operations or owning facilities or property that will or may result in pollutants entering the MS4 or receiving waters shall implement BMP's to the extent they are economically and technologically achievable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4 or receiving waters. Facilities to prevent accidental discharge of prohibited materials or other wastes, including but not limited to secondary containment, shall be provided and maintained at the owner or operator's expense.

(d) Maintenance Agreements. All structural and non-structural permanent storm water BMPs not in the control of the City shall have an enforceable maintenance agreement to ensure the system functions as designed and is maintained and operated as designed over time. The agreement shall include any and all maintenance easements required to access and inspect the BMPs and to perform routine maintenance as required. Such agreements shall specify the parties responsible for the proper operation and maintenance of all storm water BMPs.

**6-8-303 Landscaping and Stabilization Requirements.**

Any area of land, not covered by an impervious surface, from which the natural vegetative cover has been either partially or wholly modified, cleared, or removed by construction or development activities, shall be landscaped or otherwise stabilized (e.g., covered with permeable pavement) within ten days from the substantial completion of such clearing and construction. No person shall use or otherwise employ impervious material, such as plastic, placed under decorative rock, bark, or other landscape covers in meeting the landscaping requirements under this section, except for permeable weed fabric. Backyards of residential single-family dwellings that would otherwise be covered by this section are exempt where storm water is contained on the property.

**6-8-304 Requirement to Monitor and Analyze.**

The Director may require, by written notice, that any person engaged in any activity and/or owning or operating any facility that may cause or contribute to storm water pollution, illegal discharges, and/or non-storm water discharges to the MS4 or to receiving waters to undertake at said person's expense such monitoring and analyses and to furnish such reports to the City as the Director shall deem necessary for determining compliance with this chapter.

**Article 4. Pollutant Reduction**

**6-8-401 Reduction of Pollutants in Storm Water.**

Any person engaged in activities that may result in pollutants entering the MS4 shall undertake the measures set forth below to reduce the risk of non-storm water discharge and/or pollutant discharges in storm water.

**6-8-402 Compliance with General Permits.**

Each industrial discharger, discharger associated with construction activity, or other discharger subject to any general or individual storm water permit issued by the US EPA, the State Water Board, or the Regional Water Board shall comply with the requirements of such permit.

**6-8-403 Compliance with Best Management Practices.**

Every person undertaking any activity or use that may cause or contribute to storm water pollution or contamination, illicit discharges, or non-storm water discharges shall comply with BMPs, pollution prevention techniques, and source control requirements, including related to the storage and parking of vehicles, as may be reasonably established by the Enforcement Official.

**6-8-404 Business-Related Activities.**

(a) Outdoor Storage. In outdoor areas, no person shall openly or improperly store grease, oil, petroleum products, hazardous substances, motor vehicles, machine parts, or other objects in a manner that may leak grease, oil, or other hazardous substances, without an approved spill containment system or approved sand-oil separator. To prevent the discharge of grease, oil, petroleum, or other hazardous substances from the property, the City may require the installation of a spill containment system of dikes, walls, barriers, berms, or other devices as required. No person shall operate a spill containment system that allows incompatible liquids to mix and thereby create a hazardous condition.

**(b) Storm Water Pollution Prevention Plan (SWPPP).**

(1) The Enforcement Official may require any business in the City engaged in activities that may result in pollutant discharges to develop and implement a SWPPP, which must include an employee training program.

(2) Business activities that may require a SWPPP include, but are not limited to, maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, or other businesses where cleanup procedures are carried out partially or wholly outdoors.

(c) Coordination with Hazardous Materials Release Response Plans and Inventory. Any business requiring a hazardous materials release response and inventory plan, under Chapter 6.95 (commencing with § 25500) of Division 20 of the California Health & Safety Code, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting unauthorized non-storm water discharges and illicit discharges, and requiring the release of pollutants to be reduced to meet applicable water quality standards and the Best Available Technology economically achievable.

(d) Coordination with hazardous waste generator contingency plan and emergency procedures. Any business requiring a hazardous waste generator contingency plan and/or emergency procedures, pursuant to California Code of Regulations, Title 22, §§ 66265.51 to 66265.56, shall include in that plan provisions for compliance with this chapter, including the provisions prohibiting unauthorized non-storm water discharge and illicit discharges, and requiring the release of pollutants to be reduced to meet applicable water quality standards and the Best Available Technology economically achievable.

**6-8-405 Development.**

(a) Any person performing construction in the City shall prevent pollutants from entering the MS4 and comply with all applicable federal, state, and local laws, ordinances, rules or regulations, including but not limited to: the general permit for storm water discharges associated with construction activity and Chapter 7-4 Excavations Article 1 Grading, Erosion, and Sediment Control as existing or as hereafter amended.

(b) The Enforcement Official may develop controls as appropriate to minimize the long-term, post-construction discharge of storm water pollutants from new development(s), or modification(s) to existing development(s). Controls may include source control measures to prevent pollutants from entering storm water and/or structural and non-structural treatment controls designed to remove pollutants from storm water.

(c) To minimize the discharge and transport of pollutants, the City may require, at its discretion, any development project to control the volume, rate, and quality of storm water runoff from the project site to prevent any deterioration of receiving water quality, which would impair the designated and existing beneficial uses. The Director shall establish standards and guidelines implementing BMPs designed to control the rate and volume of storm water runoff from development sites to minimize the discharge and transport of pollutants, including compliance with, at a minimum, the BMPs contained in the California Storm Water Quality Association BMP Construction Handbooks or equivalent. Acceptable methods and standards for controlling storm water runoff volumes, rates, and pollutant load may include, but are not limited to the following, which are to be used except in areas of known groundwater contamination:

(1) Increasing Permeable Areas: Avoid placing impervious surfaces on highly porous soil areas; incorporate landscaping and open spaces into the project design; use porous materials or permeable pavement for driveways and walkways; incorporate detention ponds and infiltration pits into the project design; avoid placing pavement and other impervious surfaces in low lying areas.

(2) Directing Runoff to Permeable Areas: Direct storm water runoff away from impermeable areas to swales, berms, green strip filters, gravel beds, and French drains. Install rain gutters and orient them toward permeable areas. Modify the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property. When designing curbs, berms, or other structures, avoid designs that isolate permeable or landscaped areas, or incorporate curb cuts or other pathways for water flow to permeable or landscaped areas.

(3) Maximizing Storm Water Storage for Reuse: Use retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

#### **6-8-406 General Rules and Regulations.**

The following rules and regulations shall apply to all persons using the City's MS4. Failure to comply with any provision, requirement, rule, or regulation under this chapter may be subject to prosecution in accordance with Turlock Municipal Code Section 1-2-01:

(a) The disposal of petroleum products (oil and grease), pesticides, fertilizers, household or industrial chemicals, industrial process wastewater, domestic sewage, animal waste, or other pollutants into the MS4 is prohibited.

(b) Residential roof drains may not be directly connected to public sidewalks and street gutters, but must discharge into landscape areas or rain barrels.

(c) Any person or entity engaging in activities that may result in pollutants entering the City's MS4 shall undertake all practicable measures to reduce such pollutants. Examples of such activities include the ownership or use of premises that may be a source of pollutants such as parking lots, gasoline stations, industrial facilities, business enterprises, and dwelling units.

(d) Littering: No person shall throw, deposit, leave, blow, keep or permit to be thrown, deposited, placed, blown, left or maintained, any refuse, rubbish, trash, garbage, material or other discarded or abandoned objects, articles, or other litter in or upon any street, alley, sidewalk, storm drain, business place, or upon any public or private property in the City so that the same can become a pollutant by entering the MS4.

(e) Bodies of Water: No person shall throw or deposit litter or material in any fountain, pool, lake, stream, irrigation canal, river or any other body of water in a park or elsewhere within the City.

(f) Standards of Parking Lots Paved Areas and Related Storm Drain Systems: Persons owning, operating, or maintaining a paved parking lot, the paved area of a gas station, a paved private street or road, and private storm drains shall, using a dry method such as brooming and absorbents, clean those structures as frequently and thoroughly as practicable to prevent the discharge of pollutants to the City's MS4.

(1) Incidental Runoff: Parties responsible for controlling runoff in excess of incidental runoff shall:

(i) Detect and correct leaks within 48 hours of learning of the leak;

(ii) Properly design, maintain, and aim sprinkler heads;

(iii) Not irrigate during precipitation events;

(iv) Manage any pond containing water such that no discharge occurs, other than the result of a 25-year, 24-hour storm event or greater, except as permitted by an approved NPDES Permit.

## **Article 5. Administrative Requirements**

### **6-8-501 Containment and Notification of Spills.**

(a) No person shall allow or permit a spill to discharge into the MS4 or any receiving water.

(b) All persons in charge of a facility or responsible for emergency response for a facility shall have personal responsibility to train facility personnel and maintain notification procedures to assure immediate notification is provided to the City of any suspected,

confirmed, or unconfirmed release of material, pollutants or waste creating a risk of discharge into the City's MS4. Any person owning or occupying a premises, who has knowledge of any release of pollutants or non-storm water discharge from or across those premises that might enter the MS4, other than a release or discharge that is permitted by this chapter, shall immediately take all reasonable action to contain and abate the release of pollutants or non-storm water discharge. As soon as any person in charge of a facility or responsible for emergency response has knowledge of such risk, they shall notify the City by telephoning the public safety non-emergency number of unlawful discharge and confirming the notification by correspondence to the Enforcement Official within 24 hours of the event.

(c) The Enforcement Official shall respond to any such notification of suspected, confirmed, or unconfirmed release of material, pollutants or waste creating a risk of discharge into the City's MS4. The Enforcement Official shall consult the Spill Response Plan in determining the best course of action.

(d) For the purpose of containment in the event of a spill, all vehicles within 100 feet of a storm water catch basin or other direct inlet to the MS4 shall be stored and parked on a paved surface capable of containing all reasonably expected discharges from vehicles to the satisfaction of the Enforcement Official.

#### **6-8-502 Inspection Authority.**

##### **(a) Right of Entry.**

(1) Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever an authorized Enforcement Official has reasonable cause to believe that there exists upon any premises any condition constituting a violation of this chapter, the Enforcement Official may, with consent, enter such premises at all reasonable times to inspect the same or perform any duty imposed upon the Enforcement Official by this chapter and in accordance with Turlock Municipal Code, Section 4-16-102.

(2) Any request for entry shall state that the property owner or occupant has the right to refuse entry, and that in the event such entry is refused, inspection may be made upon issuance of a warrant issued by a court of competent jurisdiction.

(3) In the event the owner or occupant refuses entry after such request has been made, the Enforcement Official is empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

(b) Photographs. The Enforcement Official may, in the course of inspection, photograph the premises to memorialize the inspection as it relates to regulation by this chapter or any other local, state, or federal law. Photographs may be taken of any facility, mechanism, apparatus, means or method thought to contribute to or facilitate a suspected violation.

(c) Sampling Methods. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of storm water contamination, illegal discharge, non-storm water discharge to the MS4, or similar factors.

**(d) Sampling Authority.**

(1) During any inspection, the Enforcement Official may take samples as necessary in order to implement and enforce the provisions of this chapter.

(2) This authority may include the installation of sampling and metering devices on private property, or requiring the person owning or occupying the premises to supply samples.

**(e) Monitoring, Analysis and Reporting Authority.**

(1) The Enforcement Official may require monitoring, analysis, and reporting of discharges from any premises to the MS4 in accordance with US EPA approved methods.

(2) Upon service of written notice by the Enforcement Official, the burden, including cost of these activities, analyses, and reports incurred in complying with the requirement shall, to the extent permitted by law, be borne by the property owner, operator or occupant of the facility or activity for which testing and monitoring has been requested.

(3) In the event the owner, occupant, or operator of a facility subject to a monitoring and/or analysis order fails to conduct required monitoring and/or analysis and furnish the required reports, the authorized enforcement officer shall cause a notice of violation to be processed under Section 6-5-921(b)(1) of this chapter, which notice shall include the estimated costs that will be incurred by the City to complete such monitoring or analysis. In addition to any other remedies available to the City, further enforcement may be conducted pursuant to Sections 6-5-921(b) through 6-5-921(e), inclusive of this chapter.

(f) Providing False Information or Tampering with Monitoring Equipment. Knowingly making any false statement or knowingly rendering any monitoring device or method inaccurate may result in punishment under the provisions of this chapter.

**6-8-503 Concealment and Abetting.**

It is unlawful to cause, permit, aid, abet, or conceal a violation of any provision of this chapter.

**6-8-504 Acts Potentially Resulting in Violation of Federal Clean Water Act and/or Porter-Cologne Act.**

Any person who violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who causes any discharges that causes pollution, or who violates any cease and desist order, prohibition, or provision of this chapter, may also be in violation of the Federal Clean Water Act (33 U.S.C. §§ 1251 *et seq.*) and/or Porter-Cologne Water Quality Control Act (Cal. Water Code §§ 13000 *et seq.*), and may be subject to the sanctions of those acts, including civil and criminal penalties.

**Article 6. Enforcement**

**6-8-601 Enforcement Authority.**

**(a) General Enforcement Authority.**

(1) Except as otherwise provided herein, the Director shall administer, implement, and enforce the provisions of this chapter.

(2) Any powers granted to or duties imposed upon the Director may be delegated by the Director to other city personnel.

**(b) Administrative Enforcement Powers.** In addition to any other remedies available, including but not limited to Chapter 2-11 Administrative Citations of the Turlock Municipal Code, the Enforcement Official may also exercise any of the following supplemental enforcement powers as may be necessary or advisable in the Enforcement Official's judgment under the circumstances.

**(1) Notice of Violation (NOV).**

(i) Whenever the Enforcement Official finds that any person owning, operating, or occupying a property has violated or is violating this chapter or order issued hereunder, the Enforcement Official may serve a written NOV upon such person, by personal service or by registered or certified mail. Such notice may require without limitation:

(aa) The performance of monitoring, analyses, and reporting;

(ab) The elimination of illicit connections or discharges;

(ac) The violating discharges, practices, or operations cease and desist;

(ad) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and

(ae) The implementation of source control or treatment BMPs.

(ii) If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within 30 calendar days, which such abatement, remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadlines, the work will be done by the City or a contractor designated by the Director and the expense thereof shall be charged to the violator pursuant to Section 6-5-921(b)(9) of this chapter.

(iii) Within 30 calendar days of the receipt of this notice, or shorter period as may be prescribed in the NOV, an explanation of the violation and a plan for the satisfactory abatement, correction, and prevention thereof, including specific required actions, shall be submitted to the Enforcement Official.

(iv) Submission of this plan shall in no way relieve the person of liabilities for any violation(s) occurring before or after receipt of the NOV.

(v) If the appointed time frame cannot be met, the Enforcement Official may adjust the original time frame. The appropriate Regional Water Board shall be notified if all parties agree that cleanup activities cannot be completed within in the original timeframe. The Regional Water Board shall be notified in writing within five business days of the determination that the timeframe requires revision.

## (2) Cease and Desist Orders.

(i) The Enforcement Official may require any person owning, operating, or occupying a property to cease and desist all activities that may cause or contribute to discharge in violation of this chapter.

(ii) This order may also require such person to:

(aa) Comply with the applicable provisions of the chapter within a designated period of time;

(ab) Take appropriate abatement, remedial, or preventative action to keep a violation from recurring.

## (3) Notice to Cleanup and Abate.

(i) The Enforcement Official may require any person owning, operating, or occupying a property to clean up and abate any discharge, spill or release of pollutants on that property that may result in a violation of this chapter in accordance with Turlock Municipal Code, Section 5-5-202. The abatement or cleanup shall take place within a 72 hour timeframe after receiving said notification. Materials deemed hazardous by the Enforcement Official shall be cleaned up or abated as soon as possible.

(ii) The Enforcement Official may also order abatement of activities or practices that may reasonably result in such a violation.

(4) Mitigation. The Enforcement Official shall have authority to order the mitigation of circumstances that may result in or contribute to illicit discharges.

(5) Storm Water Pollution Prevention Plan. The Enforcement Official shall have the authority to establish elements of a SWPPP, and to require any business to adopt and implement such a plan, as may be reasonably necessary to fulfill the purposes of this chapter.

(6) Best Management Practices. The Enforcement Official may establish the requirements of BMPs for any property.

(7) Violations Constituting Misdemeanors. In addition to civil penalties provided for in this chapter, any violation of this chapter may be prosecuted in accordance with Turlock Municipal Code 1-2-01.

(8) Violations Deemed a Public Nuisance. In addition to the penalties provided in this chapter, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to the public health, safety and welfare, and is thus declared and deemed a nuisance. Any such nuisance may be summarily abated and/or restored by any authorized City personnel.

(c) Further, in addition to any other remedies available, including but not limited to Chapter 2-11 Administrative Citations of the Turlock Municipal Code, the City may pursue civil action, pursuant to division of this section, to abate, enjoin, or otherwise compel the cessation of the nuisance.

(1) Cost Recovery.

(i) The cost of the abatement and restoration shall be borne by the owner of the property, and the cost therefore shall be invoiced to the owner of the property.

(ii) If the invoice is not paid within 60 days, the Enforcement Official shall have the authority to place a lien upon and against the property.

(iii) If the lien is not satisfied within three months, the Enforcement Official is authorized to take all legal measures as are available to enforce the lien as a judgment, including, without limitation, enforcing the lien in an action brought for a money judgment, or by delivery to the County Assessor of a special assessment against the property in accordance with California Government Code § 38773.5.

(2) Seasonal and Recurrent Nuisance.

(i) If any violation of this chapter constitutes a seasonal and recurrent nuisance, the Enforcement Official shall so declare.

(ii) Thereafter, such seasonal and recurrent nuisance shall be abated every year without the necessity of any further hearing.

(3) Costs of Enforcement.

(i) If it prevails in any administrative, civil, or criminal proceeding initiated under this chapter, the City shall be entitled to seek reimbursement for all costs incurred in connection with such proceeding.

(ii) Such reimbursable expenses may include, but are not limited to, costs of investigation, administrative overhead, out-of-pocket expenses, costs of administrative hearings, and costs of suit.

(iii) If any such costs are granted to City, they shall be recoverable pursuant to division (c) or (d) of this Section.

(d) Civil Action.

(1) In addition to any other remedies provided in this chapter or by law, any violation of this chapter may be enforced by civil action brought by the City Attorney.

(2) Monies recovered under this subdivision shall be paid to the City to be used exclusively for costs associated with monitoring and establishing storm water discharge pollution control systems and/or implementing or enforcing the provisions of this chapter.

(3) In any such action, the City may seek, as appropriate, any or all of the following remedies:

(i) A temporary and/or permanent injunction;

(ii) Assessment of costs to the violator for any investigation, inspection or monitoring survey that led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subdivision;

(iii) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation;

(aa) Compensatory damages for loss or destruction to water quality, wildlife, fish, and aquatic life.

**(e) Emergency Orders and Abatements.**

(1) The Enforcement Official may order the immediate abatement of any discharge from any source to the MS4 when, in the opinion of the Enforcement Official, the discharge causes or threatens to cause a condition that presents an imminent danger to the public health, safety, welfare or environment, or a violation of this ordinance or an NPDES permit.

(2) In emergency situations, where the property owner or other responsible party is unavailable and time constraints are such that service of a notice and order to abate cannot be effected without presenting an immediate danger to the public health, safety, welfare, or environment, or a violation of this ordinance or an NPDES permit, the City may perform or cause to be performed such work as shall be necessary to abate the threat or danger.

(i) The costs of any such abatement shall be borne by the owner and shall be collectable in accordance with the provisions of subdivision (c) or (d) of this section.

**6-8-602 Abatement by City.**

(a) If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal under Section 6-8-607, within ten (10) calendar days of the decision of the Director upholding the decision of the Enforcement Official, then the City or a contractor designated by the Director may, with consent, enter upon the subject private property, and is authorized to take any and all measures necessary to abate the violation and/or restore the property.

(b) It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or designated contractor to enter upon the premises for the purposes set forth above.

**6-8-603 Charges for Cost of Abatement.**

(a) Within 30 days after abatement of the nuisance by City, the Director shall notify the property owner of the property of the cost of abatement, including administrative costs. The City shall recover enforcement costs in accordance with the Turlock Municipal Code, Chapter 4-16.

(b) Within 15 days, the property owner may file with the City Clerk a written protest objecting to the amount of the assessment.

(1) The City Clerk shall set the matter for public hearing by the City Council.

(2) The decision of the City Council shall be set forth by resolution and shall be final.

(c) If the amount due is not paid within ten (10) days of the decision of the City Council or the expiration of the time in which to file an appeal under this section, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

(d) A copy of the resolution shall be turned over to the County Auditor so that the Auditor may enter the amounts of the assessment against the parcel as it appears on the current assessment roll. The Tax Collector shall include the amount of the assessment on the bill for taxes levied against the parcel of land.

#### **6-8-604 Violations.**

(a) It shall be unlawful for any person to violate any provision of this chapter or to fail to comply with any of its requirements.

(b) A violation of, or failure to comply with, any of the requirements of this chapter shall constitute an infraction and, therefore, shall be subject to the following fines:

(1) \$500 upon the first offense;

(2) \$1,000 upon the second offense;

(3) \$2,000 upon the third and each subsequent offense.

(c) If any violation is continued, each day's violation shall be deemed a separate offense.

#### **6-8-605 Criminal Prosecution.**

(a) Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law.

(1) The authorized enforcement agency may recover all attorneys' fees, court costs, and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

#### **6-8-606 Remedies Not Exclusive.**

(a) Remedies under this chapter are in addition to, and do not supersede or limit, any and all other remedies, civil or criminal.

(b) The remedies provided for herein shall be cumulative and not exclusive.

#### **6-8-607 Appeal.**

(a) Any person served with a Notice of Violation, subject to a cease and desist order, subject to a cleanup and abatement order, required to perform monitoring, analyses, reporting and/or corrective activities by an authorized Enforcement Official, or otherwise

aggrieved by the decision of the authorized Enforcement Official, may appeal the decision, within ten (10) days following its effective date, by filing a written appeal with the Director.

(b) The Director shall request a report and recommendation from the authorized Enforcement Official and shall set the matter for hearing at the earliest practical date.

(1) Due notice of the hearing shall be provided to the person appealing the decision of the authorized Enforcement Official.

(2) At the hearing, the Director may hear additional evidence, and may reject, affirm, or modify the authorized Enforcement Official's decision.

(3) The Director's decision shall be final.

#### **6-8-608 Disclaimer of Liability.**

(a) The degree of protection required by this chapter is considered reasonable for regulatory purposes, and is based on scientific, engineering, and other relevant technical considerations.

(b) The standards set forth herein are minimum standards and this chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into Waters of the United States.

(c) This chapter shall not create liability on the part of the City, or any officer or employee thereof, for any damages that result from reliance on the code or any administrative decision lawfully made thereunder.

#### **6-8-609 City Authority.**

The Enforcement Official is authorized to make any decision on behalf of the City required or called for by this chapter.

#### **6-8-610 Judicial Review.**

The provisions of California Code Civ. Proc. §§ 1094.5 and 1094.6 are applicable to judicial review of City decisions pursuant to this chapter.

**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 23<sup>rd</sup> day of September, 2014, by the following vote:

AYES: Councilmembers

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

7D

September 9, 2014

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From: Tim Lohman, Fire Chief

Prepared by: Deandra R. Wiley

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, regarding Fire Codes and Administration

### 2. DISCUSSION OF ISSUE:

The City of Turlock previously used the 2010 California Fire Codes, secondary Fire Codes and publications adopted which have recently been updates and amended to meet the current International Fire Codes for 2012. Proposes changes made to the City of Turlock Municipal Code will also reflect the 2013 California Fire Code.

### 3. BASIS FOR RECOMMENDATION:

Amend Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, to maintain compliance with the California State Fire Marshal's Office. The California Fire Codes are updated, amended and adopted every three (3) years by the State of California.

#### Strategic Plan Initiative C. PUBLIC SAFETY

**Goal(s):** Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

### 5. CITY MANAGER'S COMMENTS:

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A) Council could respectfully decline to amend or adopt the City of Turlock Municipal Codes to meet the recommendations of the 2013 California Fire Code.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 4, CHAPTER 3, }  
ARTICLE 1, ARTICLE 2, ARTICLE 3, AND }  
ARTICLE 4, SECTIONS 08 AND 09, }  
REGARDING FIRE CODES AND }  
ADMINISTRATION }  
\_\_\_\_\_ }  
ORDINANCE NO. -CS

WHEREAS, amending the City of Turlock Municipal Code Title 4, Chapter 3, Article 1, Article 2, Article 3, and Article 4, Sections 08 and 09, regarding Fire Codes and Administration to reflect the changes to the 2013 Fire Code (CFC).

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 4, Chapter 3, Article 1, is hereby amended to read as follows:

**Article 1. Adoption of California Fire Code**

**4-3-101 Purpose: Adoption, amendment and authorization.**

(a) The California Fire Code, Edition ~~2010~~2013, and the secondary codes and publications adopted by reference in this section and TMC 4-3-102 are adopted for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion and is the fire code of the City of Turlock except for those specific amendments thereto made in this chapter.

(b) Any and all amendments herein are permitted and authorized by the organizations and associations publishing the ~~2010~~2013 California Fire Code and the secondary codes and publications.

(c) The ~~2010~~2013 California Fire Code, the secondary codes and publications, and the amendments thereto are adopted as the fire code of the City of Turlock pursuant to the City's police powers provided for in the California Constitution, Article 11, Section 7 to legislate for the public health and safety.

**4-3-102 Adoption by reference of the ~~2010~~2013 California Fire Code.**

That document, one (1) copy of which is on file in the office of the City Clerk, and designated as "California Fire Code, ~~2010~~2013 Edition" (hereinafter referred to in this chapter as CFC), Appendix Chapter 4, and Appendices B, ~~BB~~ C, ~~CC~~ D, E, F, G, H, I, and J with errata, thereto, as compiled and published by the International Code Council, which code prescribes regulations governing conditions hazardous to life and property from fire and explosion, as hereinafter amended, deleted and added to, is hereby adopted by reference as the fire code of the City of Turlock.

**4-3-103 Adoption of secondary codes.**

The current edition of the National Fire Codes published by the National Fire Protection Association (NFPA) is adopted as a secondary code and by this reference is incorporated herein as though set forth in full.

**4-3-104 Fees.**

(a) Permit Fee. The Council may, from time to time, by resolution, adopt a fee for any permit issued pursuant to the Fire Code.

(b) Plan Check Fee. Plan check fees will be collected for all projects requiring a permit. Fees will be charged according to the established City fee schedule. Fees shall be collected when the permit is issued. If the permit is not issued within one (1) year, the permit will be voided and incurred fees will be billed to the person requesting the permit.

(1) Where plans are incomplete or changed so as to require an additional plan check, an additional plan check fee shall be charged at a rate shown in a schedule setting forth fees as adopted from time to time by resolution of the City Council.

(c) Re-Inspection Fee. The Council may, from time to time, by resolution, adopt a fee for costs associated with multiple re-inspections conducted to obtain compliance with any notice, order or tag issued pursuant to the Fire Code.

(1) Where the assessment of re-inspection fees is authorized, the Fire Chief shall provide the responsible person with a written notice assessing the re-inspection fees. The written assessment shall contain the following information:

(i) The amount of fees charged;

(ii) The corresponding dates when re-inspections took place; and

(iii) A deadline by which the re-inspection fee must be paid.

(2) Notification of the re-inspection fee assessment shall be provided to the responsible person by personal delivery or certified mail, return receipt requested.

(3) The failure of any responsible person to receive notice of the re-inspection fees shall not affect the validity of any fees imposed under this article.

(4) Final determination of an inspection or re-inspection fee shall create a debt in the nature of a quasi-contractual obligation, including an award of reasonable attorney's fees, in favor of a prevailing party running from the property owner to the City. The City shall collect the assessed re-inspection fees by the use of all appropriate legal means, including but not limited to referral to the Finance Division for collection in small claims court or by imposition of a lien.

**4-3-105 Alternate materials.**

Section ~~108.4~~~~104.9~~ of the CFC is amended to read as follows:

Whenever the Fire Chief disapproves an application for use of alternate materials, methods and/or types of construction, disapproves an application for permit or refuses to grant a permit applied for, or when it is claimed that the provisions of the Code do not apply or that the true intent and meaning of the Code have been misconstrued or wrongly interpreted, the applicant may appeal the decision as provided by Title 1, Chapter 4 of this Code.

**4-3-106 Citations.**

Section 109.3 of the CFC is amended to read as follows:

Citations. Persons operating or maintaining an occupancy, premises, or vehicle subject to the Code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the Fire Chief shall be guilty of a misdemeanor or infraction at the discretion of the Fire Chief. The Council may from time to time adopt a bail schedule for CFC violations. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**SECTION 2. AMENDMENT:** Title 4, Chapter 3, Article 2, is hereby amended to read as follows:

**Article 2. Amendments to the California  
Fire Code**

**4-3-201 Authority of fire personnel to exercise powers of police officers.**

Section 103.5 of the CFC is hereby amended to read as follows:

The Fire Chief, Division Chiefs, Fire Marshal, and members of the Fire Department conducting Prevention Bureau and/or Fire Investigation unit duties shall have the powers of a Police Officer in performing their duties under this Code.

**4-3-202 Permit required for certain operations.**

(a) Section 105.6 of the CFC is hereby amended to read as follows:

Explosives. An operational permit is required for the storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks or pyrotechnic special effects within the scope of Chapter 33.

(b) Section 105.6.16 (3) is amended as follows:

To store, handle or use Class II, Class III-A and Class III-B liquids in excess of twenty-five (25) gallons in a building or in excess of fifty-five (55) gallons outside a building.

(c) Sections 105.6.19 and 105.6.30 are hereby deleted.

**4-3-203 Approved automatic fire sprinklers.**

Section 903.7 of the CFC is amended by adding the following sections:

1. Approved automatic sprinkler systems are integrated systems of underground and overhead piping including a water supply of a type such as a gravity tank, fire pump, reservoir or pressure tank of a connection by underground piping to a city main, and which comply in all respects with the requirements adopted for such systems as described in the NFPA Pamphlet No. 13, as it now exists or as it may from time to time be amended. All required sprinkler systems shall meet NFPA 13 commercial standards unless mentioned below.

Two story condominium/apartment buildings may be approved with NFPA 13R systems with attic protection. The sprinklers are to have interior warning devices approved by the Fire Chief.

With approval from the Fire Chief, condominium projects with property lines between the units may be protected with NFPA 13R or 13D systems. The sprinkler systems shall have an approved interior warning device approved by the Fire Chief.

2. Approved automatic sprinkler systems shall include a waterflow detecting device, and valves controlling such systems, and shall be supervised by a monitoring device or devices. Waterflow and monitoring devices shall operate on a continuous basis, to provide immediate notification of any activation of such systems to a central station as described in the NFPA Pamphlet No. 72, as it now exists or as it may from time to time be amended. Underground key or hub valves in roadway boxes provided by the City or a public utility need not be monitored.

Sprinkler riser rooms and Fire Department connections shall be marked as requested by the Fire Chief.

3. Notwithstanding the provisions of this Code or the provisions of any other codes of the City of Turlock, approved automatic sprinkler systems shall be installed in those buildings, structures or combination of building and structure hereinafter constructed, which meet any one (1) of the following criteria:

(a) Have a total aggregate floor area of five thousand (5,000) square feet or more. Aggregate floor area shall be determined by measuring and totaling the area within the outside walls of the structure for each floor, or mezzanine and basement; the area beneath all attached projections from the outside walls that are four (4') feet or larger; and the floor area of any attached garage. If the structure has no outside walls, the area shall be measured from the edge of the eaves projection. If structures are within six (6') feet of each other as measured from the outside walls, or any projection therefrom, or are attached by a breezeway or a covered walkway, the measured floor area of each shall be aggregated.

(b) Are three (3) stories or more, irrespective of height; including basements, cellars and/or mezzanines.

(c) When an existing building is modified to cause it to exceed any of the thresholds set forth above.

(d) Any new building constructed for a Group A occupancy (as defined in California Building Code Section 303.1.1) or modified for Group A use.

4. Exceptions: When applying the provisions of this chapter, each portion of an existing building or structure separated by one (1) or more fire walls may be considered a separate building or structure; provided, that the fire walls meet the requirements of Section 705 of the current adopted edition of the California Building Code and the individual areas do not exceed the limits specified in Section 4-3-203 (3)(a) of this Code. Fire walls may not be added to avoid the installation of fire sprinklers in new buildings. Fire walls may not be added to existing buildings during remodel/addition to avoid the installation of fire sprinklers.

5. The Fire Chief shall have the power and authority to modify the enforcement of any part of this section. Such modification shall be upon terms and conditions as he/she shall deem proper, and shall become validated by passage of a Resolution from the City Council of the City of Turlock.

6. Nothing in this subsection is intended to provide a lesser degree of protection than that required in the presently adopted version of the California Building Code or provide for a waiver of its provisions unless such provision of this subsection provides for sprinkler protection in an area or areas not required in the building.

**4-3-204 Fire Department access.**

(a) Appendix D Section D103.5(8) of the CFC is amended by adding:

Gated communities may be approved to have fifteen (15') foot gates when automatic opening devices such as Opticom systems or the equivalent are

installed and when approved by the Fire Chief. Knox Box access shall also be provided. Dual keyed Knox products for Police access shall be required.

- (b) Appendix D Section D105.5(6) of the CFC is amended by adding:

Manual opening access gates may not be locked with a chain and padlock unless a Knox padlock is installed in the chain or a Knox Box with keys to the gate is added to the gate location. Dual keyed access for the Police Department may be required.

- (c) Appendix D Section D102 of the CFC is amended by adding:

Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with asphalt or concrete capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.

- (d) Section 506.3 of the CFC is amended by adding:

All commercial projects (new, remodel, addition and change of occupancy, or occupancy inspection) in the City may be required to provide a Knox Box (key box). A Knox Box capable of containing Material Data Safety Sheets (MSDS) sheets and Hazardous Materials plans will be required at commercial sites with significant amounts of hazardous materials. The Fire Chief may require additional Knox Boxes and padlocks to large buildings or projects.

- (e) Section 504.1 of the CFC is amended by adding:

A clear walkway to the rear of any building shall be provided for firefighter access. The clear walkway shall include a minimum 24 inch gate in fences and 30 inch clear path. The clear path may be grass, soil or solid surface.

- (f) Section 505.1 of the CFC is amended by adding:

Residential numbers shall be illuminated from dusk to dawn.

- (g) Section 505.1.1 of the CFC is amended by adding:

New commercial buildings, commercial buildings undergoing occupancy change and commercial buildings undergoing renovation shall have a minimum of 6 inch Arabic numerals or alphabet letters indicating the building's street address. The numerals and letters are to have a 3/4 inch stroke and contrast with their background. The address shall be internally or externally illuminated from dusk until dawn. The address shall face the street

or road fronting the property. Buildings which set back from the road or street over 100 feet may be required to have larger numerals/letters as required by the Fire Chief. Rear addresses may be required due to property configuration.

- (h) Section 506.6-111 of the CFC is amended by adding:

When gates are required or requested across required fire access lanes, an automatic gate may be required. The gate will be required to open with the Opticom strobe light system used by the Turlock Fire Department. A Knox Box entry will also be required.

- (i) Section 912.3.1 of the CFC is amended by adding:

Locking Knox fire department connection caps will be required on all new installations. Knox caps will be required on existing fire department connections when required by the Fire Chief.

- (j) Section 912.7 of the CFC is amended by adding:

A fire hydrant shall be located within 75' of all required fire department connections. Fire hydrants serving sprinkler systems shall be located on the City side of the back flow prevention device.

- (k) Section 912.8 of the CFC is amended by adding:

Fire hydrants shall not be placed on the fire suppression side of a fire department connection. The Fire Chief may require a looped underground fire service to large projects when deemed necessary.

#### **4-3-205 Agricultural fire/pit barbecues/bonfires.**

- (a) Section 307 of the CFC is amended by adding ~~307.2~~**307.2.2** as follows:

The only open burning allowed in the City will be products of agricultural pursuit. A permit shall be issued by the City and the San Joaquin Valley Air Control District.

- (b) Section 307.4.1 of the CFC, Bonfires, is deleted.

#### **4-3-206 Electronic disconnects/solar photovoltaic systems.**

- (a) Section 605.3.2 of the CFC is amended by adding:

The main electrical service to any commercial building must be accessible for emergency shut-off from the outside of the building. This may be accomplished by providing a (one) main disconnect or a shunt trip device. If a generator system activates automatically when the shunt trip or main disconnect is shut down, a control to stop the generator must be located with the main disconnect or shunt trip. Shunt trips or main disconnects and

generator controls shall be identified by signs approved by the Fire Chief.  
Exception: Electrical control room with a marked door that is accessible from the outside of the building.

~~(b) Section 318 of the CFC, is hereby added to read as follows:~~

~~Solar photovoltaic systems shall be designed, constructed and installed per the California Department of Forestry and Fire Protection, Office of the State Fire Marshal Solar Photovoltaic Installation Guide.~~

**4-3-207 Use of incinerators.**

Section 603.8 of the CFC is hereby amended to read as follows:

The use of incinerators within the City limits of the City of Turlock is prohibited. ~~Exception: Human and pet incinerators.~~

**4-3-208 False alarms.**

Section ~~401.3.1908.8~~ of the CFC is hereby amended to read as follows:

It shall be unlawful for a person to give, signal or transmit a false fire alarm. The City Council may adopt by resolution reasonable fees to recover the costs associated with responses to buildings or similar structures that have excessive false fire alarms.

**4-3-209 Hotworks.**

Section ~~2604.2.63504.2.6~~ of the CFC is amended to read as follows:

A minimum of 2-A:20B:C-rated fire extinguisher or a charged water hose equipped with a nozzle shall be located within thirty (30) feet of the location where hotworks is in progress and shall be accessible without climbing stairs. When required by the Fire Chief, a minimum 2-A:20B:C-rated fire extinguisher shall be mounted to each portable welding cart.

**4-3-210 Portable unvented heating appliances.**

Section 603.4 of the CFC is amended to read as follows:

Portable, unvented heating appliances shall not be used in occupied buildings within the City limits of the City of Turlock. Exception: When approved, listed portable unvented oil burning heating appliances may be used in any occupancy during construction when such use is necessary for the construction and does not represent a hazard to life or property.

**4-3-211 Explosive materials prohibited and limited acts.**

Section ~~3308.25608.2~~ of the CFC shall be amended to read:

Manufacturing. Explosive materials and fireworks shall not be manufactured within the city limits of Turlock.

Limits established by law. The storage of explosives and blasting agents is restricted to those areas of the city zoned as Heavy Industrial (M-2).  
Exception: Temporary storage for use in connection with approved blasting operations conducted in accordance with all applicable provisions of Chapter 3356.

**4-3-212 Operating heating, lighting, and cooking appliances.**

Section ~~3405.3.3~~<sup>35705.3.3</sup> of the CFC is hereby amended to read as follows:

Heating, lighting or cooking appliances which utilize Class I liquids shall not be operated within a building or structure within the city limits of Turlock.

**4-3-213 Operation of tank vehicles.**

Section 3206.6.2.3 is hereby amended to read as follows:

Tank Vehicles delivering to or receiving from flammable and combustible liquid tanks shall stand entirely on private property. Dispensing into any Tank Truck cargo tank with service station dispensing facilities is prohibited.

**4-3-214 Deposits of hazardous materials: Cleanup, abatement, or mitigation required: Liability for costs.**

(a) Section 2703.3.1.4 of the CFC is amended to read as follows:

Responsibility of cleanup. The person, firm or corporation responsible for an unauthorized discharge shall institute and complete all actions necessary to remedy the effects of such unauthorized discharge, whether sudden or gradual, at no costs to the jurisdiction. When deemed necessary by the Fire Chief, cleanup may be initiated by the Fire Department or by an authorized individual or firm. Costs associated with such cleanup shall be borne by the owner, operator or other person responsible for the unauthorized discharge. The remedy provided by this section shall be in addition to any other remedies provided by law.

For purposes of this section, costs incurred by the City of Turlock shall include, but shall not be necessarily limited to the following: actual labor costs of City employees at their fully burdened hourly rate, cost of equipment operation, cost of materials obtained directly by the City, and cost of any contract labor and materials.

(b) Section 2702.1 of the CFC, the definition of Hazardous Materials, is hereby amended to read as follows:

Definition: Hazardous materials. Those chemicals or substances which are physical hazards or health hazards as defined and classified in Chapter 27, or as defined in the California Health and Safety Code, Division 20, Chapter 6.95, commencing with Section 25500, whether the materials are in useable or waste condition.

NFPA 704 placards may be required on all commercial buildings/structures with hazardous materials as required by the Fire Chief.

**4-3-215 Location of containers.**

Section ~~3804.26104.2~~ of the CFC is amended to read as follows:

Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested commercial areas, the aggregate capacity of any one installation shall not exceed 2,000 gallon water capacity.

The storage of liquefied petroleum gases is restricted to those areas of the City zoned Commercial-Industrial zone; M-1 and M-2 Industrial zones and in addition thereto to properties used as Automotive Service Stations located in the areas of the City zoned for commercial use.

Whenever the Fire Chief, in his discretion, determines the storage of liquefied petroleum gases is necessary in other areas, the aggregate capacity of any such installation shall not exceed 2,000 gallon water capacity, except that in particular installations this capacity limit may be altered at the discretion of the Fire Chief, after consideration of special features such as topographical condition, nature of occupancy and proximity of buildings, capacity of proposed tanks, degree of private fire protection to be provided and facilities of the local Fire Department. The storage of liquefied petroleum gas shall conform to the provisions of the local zoning ordinance.

**4-3-216 Outside storage and use of liquefied petroleum gas.**

Section ~~3001.25301.2~~ of the CFC is hereby amended to read as follows:

Permits and Plans. A permit is required to store, use, handle or maintain any portable or stationary LP-gas container. The installer shall submit plans for any stationary LP-gas installation, regardless of size.

Exceptions:

- (1) Containers not exceeding five (5) gallon water capacity, used for residential "barbecue" cooking, when used and stored outside of buildings.
- (2) Approved containers not exceeding 16.4 ounces when displayed for sale in mercantile occupancies.

Distributors shall not fill an LP-gas container for which a permit is required unless a permit for the installation has been issued for that location by the Fire Chief.

**4-3-217 Prohibited use of liquefied petroleum gas.**

Section ~~3805.6~~~~105~~ of the CFC is hereby amended by adding thereto Subsections ~~3805.3~~~~6~~~~105.5~~, ~~6~~~~105.6~~, 3805.4, ~~3805.5~~~~6~~~~105.7~~, ~~6~~~~105.8~~, ~~6~~~~105.9~~ (1-10), 3805.6, and 3805.7 (1-10), and ~~3805.8~~ to read as follows:

~~3805.3~~~~6~~~~105.5~~ The use of stoves and other similar fuel burning appliances using liquefied petroleum gas for cooking, lighting or heating is prohibited in the City except as permitted in subsection (6) of this section.

~~3805.4~~~~6~~~~105.6~~ The storage or use of liquefied petroleum gas in any quantity shall be prohibited in areas of the City other than those areas designated in Section ~~3805.7~~~~6~~~~105.9~~ may be permitted on a temporary basis by the Fire Chief when it is required for construction or repair of buildings.

~~3805.5~~~~6~~~~105.7~~ The storage of liquefied petroleum gas shall be prohibited in Hotels, Motels, and Apartment Houses and in buildings or on property or streets adjacent to property used for the following purposes: hotels, motels, apartments, condominiums, schools, churches, public assemblies, hospitals, carnivals, circuses, public parks, and other similar uses involving gatherings of more than fifty (50) people.

~~3805.6~~~~6~~~~105.8~~ Liquefied petroleum gas shall not be used for cooking, lighting or heating in any building that has Natural Gas Service along any boundary of the building property line, except with the special permit of the Fire Chief. This includes use of outdoor LPG heaters on same properties.

~~3805.7~~~~6~~~~105.9~~ Exceptions:

1. The storage of liquefied petroleum gas may be permitted by the Fire Chief on residential property, when said property has been recently annexed to the City, and does not have natural gas service existing on a boundary line of the property.
2. Liquefied petroleum gas may be used for cooking purposes only at certain "Mobile" Carnival installation subject to the approval of the Fire Chief.
3. Approved containers of liquefied petroleum gas may be stored and used in School Laboratories and used for Educational purposes subject to approval of the Fire Chief.
4. Permission may be granted by the Fire Chief for the use of liquefied petroleum gas by Artisans in the pursuit of their trade.
5. Approved containers of liquefied petroleum gas may be displayed for sale and storage in approved locations at certain Mercantile occupancies. The content weight of said containers shall not exceed 16.4 ounces.

6. Liquefied petroleum gas may be used for residential barbecue cooking. Containers shall not exceed five (5) gallon water capacity, and shall be stored outside of buildings. Two 5 gallon containers per single family residence.
7. Liquefied petroleum gas may be used to provide heat and light for camp trailers in "overnight" trailer parks within the City subject to compliance with applicable provisions of the California State Health and Safety Code.
8. Occupancies licensed by a State Agency requiring an alternate fuel supply for Emergency Standby Generators.
9. For use with certain mobile vending equipment.
10. LPG may be approved in businesses for approved floor cleaning machines and forklifts. Storage of extra cylinders to be approved by the Fire Chief.

**4-3-218 Special enclosures, i.e., Con Vaults.**

- (a) Section ~~3404.2.9.4.1~~~~5704.2.9.5.1~~ of the CFC is amended by adding the following:

The storage of Class I, II, and III A/B flammable and combustible liquids in aboveground tanks inside of buildings shall be in an approved double walled/protected tank. The tank shall be approved by the Fire Chief and installed per the CFC/NFPA.

- (b) Section ~~3404.2.9.5.1~~~~5704.2.9.6.1~~ of the CFC is amended by adding the following:

The storage of Class I, II and III A/B flammable and combustible liquids in aboveground tanks outside a building is prohibited. Exception: Protected aboveground tanks shall be approved by the Fire Chief. Aboveground tanks shall be installed per the CFC/NFPA.

- (c) Section ~~312.2(32)~~ of the CFC is amended to read as follows:

Spaced not more than 3 ft. (914 mm) between posts on center.

**4-3-219 Standpipe requirements.**

Section 905.3.1 of the CFC is amended to read as follows:

Occupancies three or more stories in height shall be provided with a class one standpipe system approved by the Fire Chief. (Except R Division 3)  
Occupancies less than three stories in height but greater than 20,000 square feet per floor shall be required to install class one standpipe approved by the Fire Chief.

Garden type apartment complexes may be required to install type one standpipe systems approved by the Fire Chief.

**4-3-220 Alarm certifications.**

(a) Section 907.1.5 of the CFC is hereby amended to read:

Certification. A certificate from Underwriters Laboratories (UL) shall be required on all commercial fire alarm/monitoring systems installed after January 1, 2003. UL certification shall be provided for all previously existing commercial fire alarm systems no later than January 1, 2005. UL certification is required to be maintained for commercial fire alarm/monitoring systems throughout the life of the alarmed/monitored building.

The UL certified system is to be monitored by a UL Central Station with all required services.

(b) Section 202 of the CFC, Firewatch, shall be amended by adding:

Qualified person shall mean an employee of an acceptable security guard/patrol service.

**4-3-221 Spray booths.**

Spray booth is a listed mechanically ventilated appliance of varying dimensions and construction provided to enclose or accommodate a spraying operation and to confine and limit the escape of spray vapor and residue and to exhaust it safely.

Flammable spraying, combustible spraying, bedliner spraying and powder coating operations shall be conducted in a listed spray booth. Existing operations to be upgraded at change of occupancy.

**SECTION 3. AMENDMENT:** Title 4, Chapter 3, Article 3, is hereby amended to read as follows:

**Article 3. Validity, Violations, and Penalties**

**4-3-301 Validity.**

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed this chapter and every section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

**4-3-302 Violations: Penalties.**

Violation of any provisions of this chapter or any ~~Uniform~~<sup>International</sup> Code adopted by this chapter shall constitute a misdemeanor/infraction as provided in Title 1, Chapter 2 of the Turlock Municipal Code.

**SECTION 4. AMENDMENT:** Title 4, Chapter 3, Article 4, Sections 08 and 09, are hereby amended to read as follows:

**Article 4. Fireworks**

**4-3-408 Fireworks displays.**

~~Section 7801.3.1.2 subsections 1, 2 and 3 of the UFCCCR, Title 19, Division 1, Chapter 6 Fireworks are~~ amended to read as follows:

(a) A special permit is required to conduct a fireworks display. A non-refundable fee, as established by resolution of the City Council from time to time, shall accompany every application for permission to conduct a public display of fireworks. This fee shall be in addition to any other fee or tax imposed.

(b) Permit applications, together with the permit fee established by resolution of the City Council, shall be submitted to the Fire Department not less than fourteen (14) days prior to the scheduled date of the display. After such privilege shall be granted, sale and possession, use and distribution of fireworks for such display shall be lawful for that purpose only and non-transferable. The decision of the Fire Chief shall be in writing and shall be mailed, postage prepaid, to the applicant. The decision of the Fire Chief, in acting on an application for permission to conduct a public display in accordance with the provisions of this section, may be appealed to the City Manager. Applicant shall file a Notice of Appeal of the Fire Chief's decision with the City Clerk within ten (10) days after the date of the decision. Upon failure to file such notice within the ten-day (10-day) period, the action of the Fire Chief shall be final and conclusive. The applicant may appeal the decision of the City Manager to the City Council by filing a notice of appeal with the City Clerk within ten (10) days after the date of the City Manager's decision. Upon failure to file such notice within the ten-day (10-day) period, the action of the City Manager, or his/her designee, shall be final and conclusive.

(c) The application shall include a diagram of the grounds on which the display is to occur which shows the point at which the fireworks are to be discharged, the location of the buildings, streets, electrical wires, trees and other overhead obstructions. At the time of application, the Fire Department shall be consulted regarding requirements for standby apparatus.

(d) The permit shall be granted unless it is determined that to do so would be contrary to public health, safety or welfare.

(e) Subsection 2 and 3 of Section 7802.4 of the UFC are amended to read as follows:

(1) Pyrotechnic operator. Fireworks display operations shall be under the direct supervision of a State of California licensed pyrotechnic operator. They pyrotechnic operator shall be responsible for all aspects of the display related to pyrotechnics.

(2) Insurance. The permittee/licensee shall carry general liability insurance with a minimum limit of liability per occurrence of one million dollars (\$1,000,000.00) for bodily injury and one hundred thousand dollars (\$100,000.00) for property damage, or one million dollars (\$1,000,000.00) combined single limit. The certificate of insurance shall include the following coverages and indicate the policy aggregate limit applying to: premises and operations, broad form contractual, and products and complete operations. The permittee/licensee shall provide at its own expense and maintain at all times the specified insurance policies with insurance companies approved by the City Attorney and shall provide evidence of such insurance to the City as may be required. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in policy, notices of same shall be given to the City Clerk of the city by registered mail, return receipt requested.

(3) Indemnification. The permittee/licensee shall agree to hold the City of Turlock, its agents, officers, employees, and volunteers harmless from, and save, defend, and indemnify them against any and all claims, losses, liabilities, and from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney fees and all costs and expenses arising directly or indirectly out of any act or omission of permittee arising out of any activity authorized by the permit.

**4-3-409 Sales, storage, use and handling of fireworks.**

~~Section 7802.1 of the UFCOR Title 19, Division 1, Chapter 6 Fireworks~~ is amended to read as follows:

(a) General. Sales, storage, use and handling of fireworks shall be in accordance with this division.

(1) Sales. Retail sale or display with the intent to sell fireworks is limited to State of California Fire Marshal approved and labeled "Safe and Sane" fireworks within the City of Turlock by State of California licensed retailers, provided a permit to sell those fireworks has been approved and obtained from the Fire Chief.

(2) Storage. The storage of fireworks within the City of Turlock is limited to State of California Fire Marshal approved and labeled "Safe and Sane" fireworks by State of California licensed wholesalers and retailers.

(3) Wholesalers storage. Wholesalers may store "Safe and Sane" fireworks within the City of Turlock solely during the period of June 1 through July 31 of each year. Storage facilities shall comply with H1 occupancy classification requirements as defined by the Uniform Building Code.

(4) Retailers storage. Retailers may store "Safe and Sane" fireworks within the City of Turlock solely during the period of June 22 through July 15 of each year. "Safe and Sane" fireworks that are not being sold or displayed with the intent to sell, shall be stored solely in the following manner.

(i) Within the permitted fireworks stand with a responsible adult on the premises at all times.

(ii) In a completely enclosed and locked utility type trailer constructed of 1/4 inch plywood or other approved noncombustible material.

(iii) In a completely detached garage on residential property. There shall be no open flame or spark producing equipment, or Class 1 flammable liquids stored or used within the garage.

(5) Fireworks shall not be stored within forty (40) feet of any building classified or used as a public or private school, day care facility, residential care facility, hospital, or place of detention or public garage, or any place of public assembly that can accommodate fifty (50) or more persons.

(6) Storage location and description of storage type will be required submitted information and will require Fire Chief approval.

(b) Fireworks not allowed in the City. Piccolo Petes, Whistling Petes and similar devices shall not be sold, possessed or used in the City limits. The Fire Chief shall have final determination regarding decisions pertaining to similar devices.

**SECTION 5. 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 6. 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 \_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES: Councilmembers

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

September 9, 2014

7E

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From: Fire Chief Tim Lohman

Prepared by: Deandra R. Wiley

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 14, Article 4, Section 06, regarding City of Turlock Paint Bank

**2. DISCUSSION OF ISSUE:**

The City of Turlock Paint Bank was established to store donated paint and associated supplies. Since the creation of the paint bank, donated paint and supplies have ceased, eliminating the need for a large paint and supply storage area. Necessary supplies are now stored at the City Yard.

The proposed amendment removes obsolete language from the Municipal Code.

**3. BASIS FOR RECOMMENDATION:**

A. Amend Title 4, Chapter 14, Article 4, Section 06

**Strategic Plan Initiative** G. SOCIAL INFRASTRUCTURE - HOUSING  
RESOURCES

**Goal:** a-ii. Maintain quality of life through- Other enforcement mechanisms

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** None.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Council may wish to consider not removing the option for a paint bank storage location for paint and supplies for the public. A location will have to be assigned and available.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 4, CHAPTER 14, }  
ARTICLE 4, SECTION 06, REGARDING CITY }  
OF TURLOCK PAINT BANK }  
\_\_\_\_\_}

ORDINANCE NO. -CS

WHEREAS, there is no location available for a Paint Bank available to coordinate the seeking, collection, and storage of paint and associated supplies for the abatement of graffiti.

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. AMENDMENT: Title 4, Chapter 14, Article 4, Section 06 is hereby amended to read as follows:

**4-14-406 Graffiti abatement.**

(a) Use of public funds. Whenever the City becomes aware or is notified and determines that graffiti is so located on publicly or privately owned property within the City, the City shall be authorized to use public funds for the removal of same, or for the painting or repairing of same, but shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless the City Manager, or his or her designee, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid an aesthetic disfigurement to the neighborhood or community, or unless the Responsible Party agrees to pay for the costs of repainting or repairing the more extensive area.

(b) Subsequent graffiti requiring surface modification. The existence of any surface or a structure on an either public or private parcel of land which has been defaced with graffiti after forced removal by the City more than two (2) times in twelve (12) months is a public and private nuisance, and may be abated by minor modifications thereto, or to the immediate area surrounding same, according to the provisions and procedures contained herein and as follows:

Said surface or surfaces shall be required to be retrofitted, at the cost to the property owner of said lot, not to exceed a total of Five Hundred and no/100ths (\$500.00) Dollars, or at the cost of the City at the City's option, with such features or qualities as may be established by the City as necessary to reduce the attractiveness or the surface for graffiti, or as necessary to permit more convenient or efficient removal thereof.

(c) Worker's compensation coverage. Persons removing graffiti pursuant to a City-sponsored graffiti removal program shall be deemed workers covered by the City's worker's compensation program and insurance coverage.

~~(d) City of Turlock Paint Bank. The City of Turlock Paint Bank is hereby authorized and established to coordinate the seeking, collection, and storage of paint and associated supplies for the abatement of graffiti. The rules, regulations and operating procedures of the City of Turlock Paint Bank shall be established, and amended from time to time as needed, by resolution of the City Council of the City of Turlock.~~

*OK for Agenda*  


(ed) Abatement and cost recovery proceedings.

(1) Notice and Conduct of Due Process Hearing.

(i) The City Manager or his or her designee (hereinafter referred to as "Hearing Officer") shall serve not less than forty-eight (48) hours written notice to the property owner or Responsible Party and if, after diligent search same cannot be found or located, then the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and publication thereof in a newspaper of general circulation published within Stanislaus County. Said notice shall inform the property owner or Responsible Party of the time and place for a hearing at which the property owner or Responsible Party shall be entitled to present evidence that his or her property does not contain graffiti.

(ii) The Hearing Officer shall determine whether or not the subject property contains graffiti. As to this finding, the determination of the Hearing Officer shall be final.

(iii) If the Hearing Officer determines that the subject property contains graffiti, the Hearing Officer shall give written notice that unless the graffiti is removed within five (5) days thereafter, the City shall enter upon the property, cause the removal or painting over or other such eradication effort deemed appropriate and shall provide an accounting to the property owner or Responsible Party of the costs associated with such eradication efforts.

(2) Cost of hearing. If the property owner or Responsible Party fails to request a hearing before the Hearing Officer regarding the eradication effort cost accounting, or after such a cost hearing, the Hearing Officer determines that all or a portion of the costs are appropriately chargeable to the eradication effort, the total amount set forth in the accounting or portion thereof shall be due and payable by the property owner or Responsible Party within thirty (30) days.

(3) Lien. If all or any portion of the assessed eradication charges remain unpaid after thirty (30) days, such amount shall constitute a lien on the subject property. The Hearing Officer shall present a resolution of lien to the City Council, and upon passage and adoption thereof, shall cause a certified copy to be recorded with the Stanislaus County Recorder's Office. The amount of such charges shall be collected at the same time and in the same manner as ordinary municipal taxes. If delinquent, the amount of such charges shall be subject to the same penalties and the same procedure for foreclosure and sale, as provided for ordinary municipal taxes.

**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 \_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES: Councilmembers

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

September 9, 2014

BA

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director  
Robert Jackson, Police Chief  
Tim Lohman, Fire Chief

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the addition of one (1) position within the Parks, Recreation and Public Facilities Department, initiating a hiring recruitment for Maintenance Worker I through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, and appropriating \$65,705 to account number 110-20-200.41001 "Full Time Salaries," account number 110-30-300.41001 "Full Time Salaries," and related general ledger benefit accounts from Fund 110 "General Fund" reserve balance

### 2. DISCUSSION OF ISSUE:

The Parks, Recreation and Public Facilities Department is requesting authorization to add one (1) position. The position will be a Maintenance Worker I level. The candidate will be selected after conducting an outside recruitment for Maintenance Worker I. As a result, a list will be established for any future vacancies.

This request comes as a result of the opening of the new public safety facility. The facility has been in full operation for approximately one year. The new facility is much larger (57,570 sq. ft.) than the previous public safety facility (35,253 sq. ft.). This does not include the landscape maintenance located on the facility grounds. There are also several specialized systems in place to operate the facility such as boilers and HVAC. These systems require specialized management to ensure the proper maintenance is conducted regularly and maintenance problems are addressed as they occur. Since the opening of the new facility, we have staffed the facility with one full time maintenance worker and 4, 20 hour per week part time maintenance workers, resulting in a total of 120 hours of weekly maintenance. This allows us to provide maintenance support between 6 AM and 5 PM, Monday through Friday and approximately 4 hours on Saturday and Sunday.

This staffing scenario offered us the least expensive approach to supporting the maintenance needs at the public safety facility. Unfortunately, the dependence on part time staff has presented unique challenges over the past year. Per policy, all maintenance staff working within the public safety facility must clear a federal level background check, prior to beginning their assignment. This process can take approximately 6 to 8 weeks. This has been a significant challenge due to the high turnover rate and lag time between employees leaving the organization and our ability to replace them in a timely manner. These fluctuating staffing levels have hindered our ability to effectively manage the maintenance at the facility. In order to achieve a more consistent level of service at the facility and conserve staff time spent conducting backgrounds and training, staff is requesting the addition of one Maintenance Worker I to support the needs of the Public Safety Facility.

**3. BASIS FOR RECOMMENDATION:**

**Strategic Plan Initiative:** A. EFFECTIVE LEADERSHIP

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

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

Fiscal Impact: \$65,705 for the appropriation of funds to 110.20.200.41001 "Full Time Salaries" and 110-30-300.41001 "Full Time Salaries" and related general ledger benefit accounts from Fund 110 "General Fund" reserve balance.

The cost of a Maintenance Worker I, including benefits is \$65,705. This position would eliminate the need for two, 20 hour a week part time employees which costs approximately \$20,217 per year, resulting in a savings to the Public Facilities part time staff line number. Funding for this position will be allocated from Fund 110 General Fund. The cost of the position will be split between the Police and Fire Departments at a ratio of 90/10 respectively.

**5. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A). The Council may choose not to add this position at this time. Staff does not recommend this alternative because without adequate resources the facility will not be properly maintained.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
ADDITION OF ONE (1) POSITION WITHIN }  
THE PARKS, RECREATION AND PUBLIC }  
FACILITIES DEPARTMENT, INITIATING }  
A HIRING RECRUITMENT FOR }  
MAINTENANCE WORKER I THROUGH AN }  
IN-HOUSE RECRUITMENT OF FULL-TIME, }  
PART-TIME AND VOLUNTEER/INTERN }  
STAFF, AND OUTSIDE RECRUITMENT }  
IF NEEDED, AND APPROPRIATING }  
\$65,705 TO ACCOUNT NUMBER }  
110-20-200-41001 "FULL TIME SALARIES," }  
ACCOUNT NUMBER 110-30-300.41001 }  
"FULL TIME SALARIES," AND RELATED }  
GENERAL LEDGER BENEFIT ACCOUNTS }  
FROM FUND 110 "GENERAL FUND" }  
RESERVE BALANCE }

RESOLUTION NO. 2014-

**WHEREAS**, the Parks, Recreation and Public Facilities Department has identified a need to fill one (1) current position; and

**WHEREAS**, the increase in workload is a result of the new public safety facility; and

**WHEREAS**, the current staffing model has been deemed inefficient; and

**WHEREAS**, in order to maintain the quality of service at the facility and use our resources more efficiently, adequate staffing levels need to be allocated.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the addition of one (1) position within the Parks, Recreation and Public Facilities Department, initiating a hiring recruitment for Maintenance Worker I through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed, and appropriating \$65,705 to account number 110-20-200.41001 "Full Time Salaries," account number 110-30-300.41001 "Full Time Salaries," and related general ledger benefit accounts from Fund 110 "General Fund" reserve balance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 9<sup>th</sup> day of September, 2014, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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