AMENDMENT NO. 1

City Council Agenda

JULY 28, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
Gary Soiseth

Council Members
William DeHart, Jr. **Steven Nascimento**
Matthew Jacob **Amy Bublak**
Vice Mayor

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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

C. MOMENT OF SILENCE FOR THE UNITED STATES HONORABLE SERVICE MEMBERS KILLED IN THE LINE OF DUTY IN CHATTANOOGA, TN

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: California State University Stanislaus Softball Coach Jan Schefkowitz
B. *Proclamation*: California State University Stanislaus Golf Coach John Cook
C. *Proclamation*: ACTRA California Chapter Team Roping Championships, September 17-20, 2015

3. A. SPECIAL BRIEFINGS

B. STAFF UPDATES

1. Property located at 1055 Vermont Avenue Update *(Pitt)*
2. National Night Out, August 4, 2015 *(Backeroff)*
3. Water Update *(Cooke)*

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 that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed five (5) 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. Public Hearing 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 6/25/15 in the amount of $1,012,089.57; Demands of 7/2/15 in the amount of $845,389.97; Demands of 7/9/15 in the amount of $1,287,811.95

B. *Motion*: Accepting Minutes of Special Meeting of July 7, 2015; Minutes of Regular Meeting of July 14, 2015

C. *Motion*: Approving a Master Agreement between Fairbanks Ranch and the City of Turlock for the payment of Residential Impact Fees pursuant to Government Code §66007

D. *Motion*: Approving a Master Agreement between RBK Development, Inc. and Belgravia Land & Development, Inc. and the City of Turlock for the payment of Residential Impact Fees pursuant to Government Code §66007

E. 1. *Motion*: Making the determination that City Project No.13-44, "Wet Utility Improvements Around Fourth Street and A Street," is exempt from the provisions of CEQA in accordance with Section 15301

2. *Motion*: Awarding bid and approving an agreement in the amount of $325,448 (Fund 413) with Rolfe Construction, of Atwater, California, for City Project No.13-44, “Wet Utility Improvements Around Fourth Street and A Street"
3. *Resolution*: Appropriating $280,000 to account number 413-51-534.51161 “Alley Between A & B Street & Fourth & Fifth Street Tie into Storm,” to complete the necessary budget appropriations for City Project No. 13-44, “Wet Utility Improvements Around Fourth Street and A Street” with Funds 410 “Water Quality Control and 420 “Water Enterprise” contributing monies to finance this project

F. *Resolution*: Authorizing the Mayor, City Manager, or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2015-16

G. *Resolution*: Authorizing the federal funding under FTA Section 5339 with the California Department of Transportation

H. *Resolution*: Approving a standard Pavement and Concrete Life Performance Warranty Agreement and authorizing the Mayor or City Manager to execute said agreements with any qualified entities as described in TMC 7-4-207

I. *Motion*: Approving an agreement between the City of Turlock and the City of Ceres for the contract employment of a Water Distribution Operator Grade 4 from the City of Ceres

J. 1. *Motion*: Approving a Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreement template for development projects that are required to install storm water treatment control measures
2. *Resolution*: Authorizing the Mayor, City Manager, or his/her designee to sign submitted Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreements

K. *Resolution*: Authorizing the acceptance of a Spay and Neuter Grant from the California Department of Agriculture, in the amount of $7,500, to be deposited into revenue account 266-20-255-348.35069 "Animal Services - Spay & Neuter Grant"

L. *Motion*: Approving an annual maintenance agreement with Mo-Cal Office Solutions for one (1) Kyocera multifunctional photocopier for a period of thirty-six (36) months, based on a cost per copy and annual base rate

M. *Resolution*: Authorizing the acceptance of an allocation of funds, execution of a grant agreement and commitments necessary to administer the Selective Traffic Enforcement Program (STEP) Grant through the California Office of Traffic Safety (OTS), from October 1, 2015 to September 30, 2016, in an amount not to exceed $69,000, and appropriating said funds into the revenue and expenditure accounts in Fund 266 “Police Grants” Program 352 “OTS Step Grant” for Fiscal Year 2015-16 and authorizing the City Manager to sign all documents required

N. *Motion*: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Turlock High School

O. *Motion*: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Pitman High School

P. *Resolution*: Re-appropriating unspent funds of $3,750 from Fiscal Year 2014-15, from account number 110-30-300.44030_015 “Minor Equipment Fire Hose Replacement,” to Fiscal Year 2015-16 for the purchase of new fire hoses

Q. *Motion*: Approving a Confidentiality and Non-Disclosure Agreement with Maze and Associates related to auditing PERS census data to comply with GASB 68 and authorizing the City Manager to sign

R. *Motion*: Designating Councilmember Bill DeHart as the voting delegate and Councilmember Matthew Jacob as alternate voting delegate at the League of California Cities’ Annual Business meeting on Friday, October 2, 2015, in San Jose, California

S. *Motion*: Authorizing the Mayor to write a letter of opposition to Assembly Bill ~~47~~57 (Quirk) and supporting the amendments proposed by the League of California Cities

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 repair cost of certain maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches that are out of repair. (*Van Guilder*)

Recommended Action:
Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

B. Request to add Turlock Municipal Code Title 8, Chapter 7 regarding expedited permitting procedures for small residential rooftop solar systems. *(Picciano)*

Recommended Action:
Ordinance: Adding Turlock Municipal Code Title 8, Chapter 7 regarding expedited permitting procedures for small residential rooftop solar systems

8. SCHEDULED MATTERS

A. Request to cancel the City Council meeting scheduled for Tuesday, August 25, 2015. *(Mayor Soiseth)*

Recommended Action:
Resolution: Cancelling the City Council meeting scheduled for Tuesday, August 25, 2015

B. Request to adopt a Post-Construction Standards Plan for storm water discharges for new development and redevelopment. (*Pitcock*)

***Recommended Action*:**
Motion: Adopting a Post-Construction Standards Plan for storm water discharges for new development and redevelopment

C. Request to direct staff to proceed with Option 2 and fund the design, inspection and construction of the Broadway City Hall Parking Lot utilizing Capital Facility Fees (General Government) and direct staff to prepare a Request for Proposal (RFP) for a downtown parking study and master plan utilizing Capital Facility Fees (General Government). *(Pitcock)*

Recommended Action:
Motion: Directing staff to proceed with Option 2 and fund the design, inspection and construction of the Broadway City Hall Parking Lot utilizing Capital Facility Fees (General Government)

Motion: Directing staff to prepare a Request for Proposal (RFP) for a downtown parking study and master plan utilizing Capital Facility Fees (General Government)

D. Request to authorize staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing solid waste user fees and establishing a public hearing date of October 13, 2015. *(Cooke)*

***Recommended Action*:**
Motion: Authorizing staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing solid waste user fees and establishing a public hearing date of October 13, 2015

E. Request to accept the Community Grant Ad Hoc Subcommittee's recommended changes to the Community Event and Activities Grant eligibility criteria and application, and directing staff to apply the updated eligibility criteria and application to the 2015-16 Community Event and Activities Grant funding cycle. *(Van Guilder)*

Recommended Action:
Motion: Accepting the Community Grant Ad Hoc Subcommittee's recommended changes to the Community Event and Activities Grant eligibility criteria and application, and directing staff to apply the updated eligibility criteria and application to the 2015-16 Community Event and Activities Grant funding cycle

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 Real Property Negotiators*, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."
Property: 1030 East Avenue, Turlock, CA (APN No. 043-050-016-000)
Agency Negotiator: Roy W. Wasden
Negotiating Parties: Manuel Lima (Turlock Columbian Properties Incorporated)
Under Negotiation: Price and terms of payment

B. *Conference with Legal Counsel – Pending Litigation*, Cal. Gov't Code §54956.9(d)(4)
"*For purposes of this section, litigation shall be considered pending when any of the following circumstances exist… Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."*
Potential Cases: (1 case)

12. ADJOURNMENT

2A

IN HONOR OF
THE RETIREMENT OF
JAN SCHEFKOWITZ
CALIFORNIA STATE UNIVERSITY, STANISLAUS

WHEREAS, Jan Schefkowitz retired after a career of 23 years as the Head Coach of the California State University Stanislaus Warriors Women's Softball program, years that were marked by dedicated service to the University, faculty and students; and

WHEREAS, during her illustrious career, Coach Schefkowitz posted 557 victories in softball, including leading the Warriors to a 2007 West Region Championship, a California Collegiate Athletic Association (CCAA) Title in 2008, and six NCAA postseason tournament appearances; and

WHEREAS, under Coach Schefkowitz's guidance, more than 90 Warrior athletes have earned All-Region awards, and in 2000, Coach Schefkowitz was honored as CCAA Coach of the year; and

WHEREAS, Coach Schefkowitz was instrumental in establishing the Tournament of Champions, CSU Stanislaus Warriors Women's Softball Tournament through which valuable tourism funding was generated for our community; and

WHEREAS, for more than two decades, Coach Schefkowitz has exemplified class and dignity, and has been a role model for the young women that have played in the program; and

WHEREAS, Coach Schefkowitz has earned the admiration of those with whom she has come into contact, all of whom are proud to call her friend.

NOW, THEREFORE, I, GARY SOISTEH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby recognize **CSU STANISLAUS COACH JAN SCHEFKOWITZ** for 23 years of dedicated service and call upon students, families, and fellow coaches to join with me in conveying to her our appreciation for her dedication to collegiate athletics.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 28th day of July, 2015.

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GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

2B

IN HONOR OF

JOHN COOK

CALIFORNIA STATE UNIVERSITY, STANISLAUS

WHEREAS, John Cook has been the Head Coach of the Stanislaus Warriors Golf Team since 2008, mentoring and serving the students of California State University, Stanislaus; and

WHEREAS, these years of service have been instrumental in guiding the success of the men's golf program; and

WHEREAS, during his tenure, Coach Cook has compiled an impressive list of accomplishments, including leading all seven teams to the National Collegiate Athletic Association (NCAA) Tournament, the 2012 West Region Champions, and consecutive California Collegiate Athletic Association (CCAA) Champions; and

WHEREAS, among his noteworthy accomplishments, Coach Cook had the honor of being named the GCAA Western Region Coach of the Year in 2009 and the CCAA Coach of the Year in 2010, 2012, 2013, and 2015; and

WHEREAS, through all these numerous endeavors, he has won the highest regard of all his associates and the admiration of citizens throughout our community.

NOW, THEREFORE, I, GARY SOISTEH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby recognize **JOHN COOK** for his outstanding accomplishments and dedicated service, and extend our best wishes for continued success in all his future endeavors.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 28th day of July, 2015.

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GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

2C

IN HONOR OF
ACTRA CALIFORNIA CHAPTER
TEAM ROPING CHAMPIONSHIPS
SEPTEMBER 17-20, 2015

WHEREAS, ACTRA (American Cowboys Team Roping Association) is the largest non-profit roping organization in the United States; and

WHEREAS, ACTRA was founded in 1983 and has Chapters in California, Colorado, Hawaii, Nevada, Idaho, Washington, Oregon, Canada (British Columbia), Wyoming, Arizona, Utah, and Montana; and

WHEREAS, ACTRA is owned and operated by its members; and

WHEREAS, ACTRA supports younger members of the organization by offering scholarship programs to assist with funding for college; and

WHEREAS, ACTRA is planning California Chapter Team Roping Championships to be held September 17-20, 2015, at the Stanislaus County Fairgrounds, in Turlock, California; and

WHEREAS, this event will offer roping activities designed for professional team ropers, families, and individuals who pursue the team roping sport as a hobby; and

WHEREAS, in addition to these activities, a banquet will be held on September 18, 2015, hosting the Catastrophe Fund Auction and year-end awards; and

WHEREAS, ACTRA's goal is to provide an organization to which families and professional ropers are proud to belong, holding true to their motto, "ACTRA, Where Families Come to Rope!"

NOW, THEREFORE, I, GARY SOISTEH, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim September 17-20, 2015 to be **"ACTRA California Chapter Team Roping Championships,"** urging all citizens to enjoy themselves by participating in the exciting activities planned for these championships; and do further commend organization members who have contributed so much to make this event a memorable occasion.

IN WITNESS WHEREOF, I, GARY SOISETH, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 28th day of July, 2015.

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GARY SOISETH, MAYOR
City of Turlock, County of Stanislaus,
State of California

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 6/25/15 IN THE AMOUNT OF $1,012,089.57; DEMANDS OF 7/2/15 IN THE AMOUNT OF $845,389.97; DEMANDS OF 7/9/15 IN THE AMOUNT OF $1,287,811.95	**RESOLUTION NO. 2015-**

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:
6/25/15	$1,012,089.57
7/2/15	$845,389.97
7/9/15	$1,287,811.95

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock

Payment Register

From Payment Date: 6/19/2015 - To Payment Date: 6/25/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
102742	06/25/2015	Open			Accounts Payable	3M COGENT, INC.	$4,524.50		
	Paying Fund			Cash Account		Amount			
	266 - Police Services Grants			266.11000 (Cash)		$4,524.50			
102743	06/25/2015	Open			Accounts Payable	A & G SALES PROMOTION LTD	$1,731.32		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,731.32			
102744	06/25/2015	Open			Accounts Payable	ABS DIRECT INC	$5,300.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$5,300.00			
102745	06/25/2015	Open			Accounts Payable	AT&T MOBILITY	$852.58		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$852.58			
102746	06/25/2015	Open			Accounts Payable	BENDER ROSENTHAL, INC.	$197.92		
	Paying Fund			Cash Account		Amount			
	215 - Streets - Grant Funded Projects			215.11000 (Cash)		$197.92			
102747	06/25/2015	Open			Accounts Payable	BLX GROUP LLC	$2,250.00		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$2,250.00			
102748	06/25/2015	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION INC	$125.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$125.00			
102749	06/25/2015	Open			Accounts Payable	CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD	$2,088.00		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$2,088.00			
102750	06/25/2015	Open			Accounts Payable	CHAMPION INDUSTRIAL	$195.01		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$195.01			
102751	06/25/2015	Open			Accounts Payable	CHARTER COMMUNICATIONS	$314.98		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$152.48			
	420 - WATER			420.11000 (Cash)		$42.50			
	501 - Information Technology			501.11000 (Cash)		$120.00			
102752	06/25/2015	Open			Accounts Payable	CLARK PEST CONTROL INC	$3,699.75		
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$469.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$2,955.75			
	420 - WATER			420.11000 (Cash)		$275.00			
102753	06/25/2015	Open			Accounts Payable	COMBINED BENEFITS ADMIN C	$120,162.42		

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	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$120,162.42
102754	06/25/2015 Open		Accounts Payable	CYCLE SPECIALTIES INC	$204.48
	Paying Fund	Cash Account			Amount
	266 - Police Services Grants	266.11000 (Cash)			$204.48
102755	06/25/2015 Open		Accounts Payable	DELTA WIRELESS & NETWORK	$230.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$230.00
102756	06/25/2015 Open		Accounts Payable	DYETT & BHATIA URBAN	$7,785.40
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$7,785.40
102757	06/25/2015 Open		Accounts Payable	EDWARDS, TROY J	$2,721.60
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,721.60
102758	06/25/2015 Open		Accounts Payable	FEDERAL EXPRESS	$766.57
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$442.80
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$16.12
	255 - CDBG	255.11000 (Cash)			$40.70
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$76.38
	420 - WATER	420.11000 (Cash)			$182.03
	501 - Information Technology	501.11000 (Cash)			$8.54
102759	06/25/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$15,454.65
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$8,837.88
	205 - Sports Facilities	205.11000 (Cash)			$347.63
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,447.50
	246 - Landscape Assessment	246.11000 (Cash)			$1,239.16
	405 - Building	405.11000 (Cash)			$111.49
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,356.31
	420 - WATER	420.11000 (Cash)			$731.73
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$784.86
	426 - Transit - Fixed Route	426.11000 (Cash)			$536.63
	502 - Engineering	502.11000 (Cash)			$61.46
102760	06/25/2015 Open		Accounts Payable	HARDER'S PRINT SHOP INC	$241.08
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$241.08
102761	06/25/2015 Open		Accounts Payable	IMAGE UNIFORMS(STANS) INC	$198.01
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$198.01
102762	06/25/2015 Open		Accounts Payable	JCS PROPERTIES LLC	$3,016.96
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$3,016.96

Payment Register

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102763	06/25/2015	Open	Accounts Payable	KLEINFELDER INC	$3,645.00
	Paying Fund		Cash Account		Amount
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$3,645.00
102764	06/25/2015	Open	Accounts Payable	MAGIC SANDS MOBILE HOME PARK	$291.97
	Paying Fund		Cash Account		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		$291.97
102765	06/25/2015	Open	Accounts Payable	MICROBIZ SECURITY COMPANY	$3,013.50
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$3,013.50
102766	06/25/2015	Open	Accounts Payable	MISSION LINEN SUPPLY INC	$2,986.12
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$706.48
	205 - Sports Facilities		205.11000 (Cash)		$90.80
	217 - Streets - Gas Tax		217.11000 (Cash)		$90.72
	246 - Landscape Assessment		246.11000 (Cash)		$290.41
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,209.92
	420 - WATER		420.11000 (Cash)		$173.79
	505 - Fleet		505.11000 (Cash)		$424.00
102767	06/25/2015	Open	Accounts Payable	MODESTO BEE	$532.40
	Paying Fund		Cash Account		Amount
	420 - WATER		420.11000 (Cash)		$532.40
102768	06/25/2015	Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	$1,320.19
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$360.19
	203 - Animal Fee Forfeiture		203.11000 (Cash)		$480.00
	266 - Police Services Grants		266.11000 (Cash)		$480.00
102769	06/25/2015	Open	Accounts Payable	MULBERRY MOBILE PARK	$216.68
	Paying Fund		Cash Account		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		$216.68
102770	06/25/2015	Open	Accounts Payable	MUNISERVICES LLC	$10,447.33
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$10,447.33
102771	06/25/2015	Open	Accounts Payable	NAPA AUTO PARTS	$3.20
	Paying Fund		Cash Account		Amount
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$3.20
102772	06/25/2015	Open	Accounts Payable	NEO GOV	$3,000.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$3,000.00
102773	06/25/2015	Open	Accounts Payable	NEW WORLD SYSTEM CORP	$600.00
	Paying Fund		Cash Account		Amount
	240 - Small Equipment Replacement		240.11000 (Cash)		$600.00
102774	06/25/2015	Open	Accounts Payable	NEXT LEVEL PARTS INC	$177.67

Payment Register

From Payment Date: 6/19/2015 - To Payment Date: 6/25/2015

	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$177.67	
102775	06/25/2015 Open		Accounts Payable	P G & E		$10,130.17
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,731.62	
	426 - Transit - Fixed Route	426.11000 (Cash)			$2,467.10	
	505 - Fleet	505.11000 (Cash)			$3,931.45	
102776	06/25/2015 Open		Accounts Payable	PACIFIC STORAGE COMPANY		$287.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$287.00	
102777	06/25/2015 Open		Accounts Payable	PATRIAS ELEC CONT, DARRAL		$90.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$90.00	
102778	06/25/2015 Open		Accounts Payable	PRIME SHINE INC		$91.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$87.50	
	502 - Engineering	502.11000 (Cash)			$3.50	
102779	06/25/2015 Open		Accounts Payable	PROTECH SECURITY/ELEC INC		$480.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$480.00	
102780	06/25/2015 Open		Accounts Payable	RICHARDS WATSON & GERSHON		$234.00
	Paying Fund	Cash Account			Amount	
	621 - Successor Agency - Non LMI	621.11000 (Cash)			$234.00	
102781	06/25/2015 Open		Accounts Payable	ROLAND PHD,JOCELYN E		$1,000.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,000.00	
102782	06/25/2015 Open		Accounts Payable	ROLFE CONSTRUCTION		$132,829.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$132,829.00	
102783	06/25/2015 Open		Accounts Payable	ROSS SILVA APPRAISALS, HORACIO, M		$400.00
	Paying Fund	Cash Account			Amount	
	258 - Housing Stimulus Funds	258.11000 (Cash)			$400.00	
102784	06/25/2015 Open		Accounts Payable	SAFARILAND LLC		$3,094.22
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,094.22	
102785	06/25/2015 Open		Accounts Payable	SAFETY-KLEEN CORPORATION		$148.80
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$148.80	
102786	06/25/2015 Open		Accounts Payable	STANISLAUS CTY RECORDER		$57.00
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$57.00	
102787	06/25/2015 Open		Accounts Payable	T I D		$23,669.16

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$499.71
	216 - Streets - Local Transportation	216.11000 (Cash)			$15,557.19
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$5,726.01
	420 - WATER	420.11000 (Cash)			$1,886.25
102788	06/25/2015 Open		Accounts Payable	TEICHERT CONSTRUCTION INC	$568,938.85
	Paying Fund	Cash Account			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$568,938.85
102789	06/25/2015 Open		Accounts Payable	TURLOCK CITY TOW INC	$364.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$364.00
102790	06/25/2015 Open		Accounts Payable	TURLOCK JOURNAL	$809.00
	Paying Fund	Cash Account			Amount
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$750.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$59.00
102791	06/25/2015 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$1,878.00
	Paying Fund	Cash Account			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$355.00
	266 - Police Services Grants	266.11000 (Cash)			$1,523.00
102792	06/25/2015 Open		Accounts Payable	UNIVAR USA INC	$4,189.57
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,189.57
102793	06/25/2015 Open		Accounts Payable	US BANK	$2,430.00
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$2,430.00
102794	06/25/2015 Open		Accounts Payable	UTILITY TELEPHONE, INC.	$792.55
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$792.55
102795	06/25/2015 Open		Accounts Payable	WARDEN'S OFFICE INC	$422.97
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$422.97
102796	06/25/2015 Open		Accounts Payable	WESTERN VIEW MOBILE RANCH	$3,040.30
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$3,040.30
102797	06/25/2015 Open		Accounts Payable	WESTFORK ESTATES	$481.02
	Paying Fund	Cash Account			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$481.02
102798	06/25/2015 Open		Accounts Payable	WORMHOUDT INC	$16,000.00
	Paying Fund	Cash Account			Amount
	228 - Park Development Tax	228.11000 (Cash)			$16,000.00
102799	06/25/2015 Open		Accounts Payable	ZALREICH CHEMICAL CO INC	$34,780.35
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$34,780.35

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102800	06/25/2015	Open	Accounts Payable	BAY VALLEY FIRE PROTECTION	$989.72
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$6,888.18
	420 - WATER		420.11000 (Cash)		($5,898.46)
102801	06/25/2015	Open	Accounts Payable	COOKE, MICHAEL	$700.00
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$700.00
102802	06/25/2015	Open	Accounts Payable	DHAMI, JESSIE	$382.83
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$382.83
102803	06/25/2015	Open	Accounts Payable	EDDY, SARAH	$600.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$600.00
102804	06/25/2015	Open	Accounts Payable	FULL SIGNAL CONSTRUCTION	$678.50
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$700.00
	420 - WATER		420.11000 (Cash)		($21.50)
102805	06/25/2015	Open	Accounts Payable	JACKSON, ROBERT	$122.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$122.00
102806	06/25/2015	Open	Accounts Payable	JACKSON, ROBERT	$700.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$700.00
102807	06/25/2015	Open	Accounts Payable	LAWLER EXCAVATION	$678.50
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$700.00
	420 - WATER		420.11000 (Cash)		($21.50)
102808	06/25/2015	Open	Accounts Payable	LORENZI, MARIE	$311.85
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$311.85
102809	06/25/2015	Open	Accounts Payable	NUNES, KRISTON	$300.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$300.00
102810	06/25/2015	Open	Accounts Payable	OCAT, INC.	$381.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$381.00
102811	06/25/2015	Open	Accounts Payable	SCHULZE, ERIK	$97.73
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$97.73
102812	06/25/2015	Open	Accounts Payable	UNITED PAVING	$516.19
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		$700.00
	420 - WATER		420.11000 (Cash)		($183.81)

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102813	06/25/2015	Open	Accounts Payable	VAN GUILDER, ALLISON		$700.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$700.00	
Type Check Totals:			72 Transactions			$1,012,089.57

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	$1,012,089.57	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	72	$1,012,089.57	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	$1,012,089.57	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	72	$1,012,089.57	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**72**	**$1,012,089.57**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**72**	**$1,012,089.57**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**72**	**$1,012,089.57**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**72**	**$1,012,089.57**	**$0.00**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
102814	06/30/2015	Open			Accounts Payable	STEWART TITLE OF CA INC	$203,316.74		
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$203,316.74			
102815	06/30/2015	Open			Accounts Payable	PACKET FUSION, INC.	$103,574.30		
	Paying Fund			Cash Account		Amount			
	112 - GF Reserve for Capital Purchases			112.11000 (Cash)		$103,574.30			
102816	07/02/2015	Open			Utility Management Refund	BLEVINS, VICTOR, DENNIS	$101.45		
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$0.96			
	420 - WATER			420.11000 (Cash)		$100.49			
102817	07/02/2015	Open			Utility Management Refund	BRAVO, GEORGE	$190.22		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$190.22			
102818	07/02/2015	Open			Utility Management Refund	BURKE, DEBRA	$129.91		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$129.91			
102819	07/02/2015	Open			Utility Management Refund	CASTRO, RAUL	$222.87		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$222.87			
102820	07/02/2015	Open			Utility Management Refund	CENTRAL VALLEY PROP MGMNT	$82.87		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$82.87			
102821	07/02/2015	Open			Utility Management Refund	CENTRAL VALLEY PROP MGMNT	$89.69		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$89.69			
102822	07/02/2015	Open			Utility Management Refund	CHOI, JOHN	$216.11		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$216.11			
102823	07/02/2015	Open			Utility Management Refund	GONZALEZ, ALYSSA	$104.42		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$104.42			
102824	07/02/2015	Open			Utility Management Refund	MATEL REALTOR	$86.16		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$86.16			

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102825	07/02/2015	Open		Utility Management Refund	MCROY WILBUR COMMUNITY	$23.50
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$23.50	
102826	07/02/2015	Open		Utility Management Refund	MCROY WILBUR COMMUNITY	$26.51
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$26.51	
102827	07/02/2015	Open		Utility Management Refund	MCROY WILBUR COMMUNITY	$28.51
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$28.51	
102828	07/02/2015	Open		Utility Management Refund	OLIVEIRA JR, CLARENCE	$116.41
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$116.41	
102829	07/02/2015	Open		Utility Management Refund	OSTEEN, MELISSA, PATRICIA	$324.85
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$324.85	
102830	07/02/2015	Open		Utility Management Refund	REYNOSO, ANGELICA	$166.76
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$166.76	
102831	07/02/2015	Open		Utility Management Refund	SEQUOIA PROP MGMT	$54.33
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$54.33	
102832	07/02/2015	Open		Utility Management Refund	TUDOR, JULENE	$164.91
	Paying Fund		Cash Account		Amount	
	420 - WATER		420.11000 (Cash)		$164.91	
102833	07/02/2015	Open		Accounts Payable	A & A PORTABLES INC	$172.29
	Paying Fund		Cash Account		Amount	
	301 - Capital Improvements		301.11000 (Cash)		$172.29	
102834	07/02/2015	Open		Accounts Payable	A & G SALES PROMOTION LTD	$774.45
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$774.45	
102835	07/02/2015	Open		Accounts Payable	A-Z BUS SALES INC	$158.57
	Paying Fund		Cash Account		Amount	
	425 - Transit - Dial-A-Ride		425.11000 (Cash)		$79.29	
	426 - Transit - Fixed Route		426.11000 (Cash)		$79.28	
102836	07/02/2015	Open		Accounts Payable	AIRGAS NCN	$816.48
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$816.48	
102837	07/02/2015	Open		Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$44.60

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	Paying Fund	Cash Account			Amount
	502 - Engineering	502.11000 (Cash)			$44.60
102838	07/02/2015 Open		Accounts Payable	ANGI ENERGY SYSTEMS, LLC	$1,953.28
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$1,953.28
102839	07/02/2015 Open		Accounts Payable	APPLIED PEST MANAGEMENT INC	$160.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$100.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$60.00
102840	07/02/2015 Open		Accounts Payable	AT & T	$863.23
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$863.23
102841	07/02/2015 Open		Accounts Payable	AT&T INFO SYSTEM	$367.41
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$367.41
102842	07/02/2015 Open		Accounts Payable	AT&T MOBILITY	$416.71
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$118.59
	501 - Information Technology	501.11000 (Cash)			$298.12
102843	07/02/2015 Open		Accounts Payable	BALSWICK'S TIRE SHOP INC	$1,074.54
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$942.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$132.54
102844	07/02/2015 Open		Accounts Payable	CALIF CAD SOLUTIONS INC	$4,500.00
	Paying Fund	Cash Account			Amount
	501 - Information Technology	501.11000 (Cash)			$4,500.00
102845	07/02/2015 Open		Accounts Payable	CALIF DEPT OF TRANS	$269.08
	Paying Fund	Cash Account			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$269.08
102846	07/02/2015 Open		Accounts Payable	CALIFORNIA URBAN WATER	$3,446.03
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$3,446.03
102847	07/02/2015 Open		Accounts Payable	CENTRAL SANITARY SUPPLY	$502.95
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$502.95
102848	07/02/2015 Open		Accounts Payable	CHAMPION INDUSTRIAL	$5,908.41
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$5,908.41
102849	07/02/2015 Open		Accounts Payable	CHARTER COMMUNICATIONS	$207.77
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$152.77
	501 - Information Technology	501.11000 (Cash)			$55.00
102850	07/02/2015 Open		Accounts Payable	CITY OF TURLOCK - CASH	$143.27

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$106.36
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$25.20
	426 - Transit - Fixed Route	426.11000 (Cash)			$3.00
	502 - Engineering	502.11000 (Cash)			$8.71
102851	07/02/2015 Open		Accounts Payable	DAVID KEITH TODD CONSULTING ENGINEERS	$4,258.75
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$4,258.75
102852	07/02/2015 Open		Accounts Payable	DOWNEY BRAND ATTORNEYS	$2,847.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,847.00
102853	07/02/2015 Open		Accounts Payable	DWYER INSTRUMENTS, INC.	$966.96
	Paying Fund	Cash Account			Amount
	420 - WATER	420.11000 (Cash)			$966.96
102854	07/02/2015 Open		Accounts Payable	ENGEO INC.	$7,421.25
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$2,855.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,566.25
102855	07/02/2015 Open		Accounts Payable	ENVIRONMENTAL RESOURCE ASSOCIATES	$2,387.82
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,387.82
102856	07/02/2015 Open		Accounts Payable	FARIA, JAMIE	$142.00
	Paying Fund	Cash Account			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$142.00
102857	07/02/2015 Open		Accounts Payable	FASTENAL COMPANY INC	$475.29
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$447.07
	420 - WATER	420.11000 (Cash)			$28.22
102858	07/02/2015 Open		Accounts Payable	GCR TIRES & SERVICE	$2,774.52
	Paying Fund	Cash Account			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$2,360.87
	246 - Landscape Assessment	246.11000 (Cash)			$413.65
102859	07/02/2015 Open		Accounts Payable	GOMES & SONS INC, JOE M	$18,950.73
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$10,458.26
	205 - Sports Facilities	205.11000 (Cash)			$270.95
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,407.69
	246 - Landscape Assessment	246.11000 (Cash)			$1,645.81
	255 - CDBG	255.11000 (Cash)			$68.21
	256 - Stanislaus Housing Consortium	256.11000 (Cash)			$33.62
	405 - Building	405.11000 (Cash)			$183.73
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,957.64

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	420 - WATER	420.11000 (Cash)			$637.33	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$1,249.87	
	426 - Transit - Fixed Route	426.11000 (Cash)			$861.97	
	502 - Engineering	502.11000 (Cash)			$175.65	
102860	07/02/2015 Open		Accounts Payable	GRAINGER INC, W W		$469.99
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$437.39	
	505 - Fleet	505.11000 (Cash)			$32.60	
102861	07/02/2015 Open		Accounts Payable	HAWORTH INC		$1,848.27
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$924.13	
	420 - WATER	420.11000 (Cash)			$924.14	
102862	07/02/2015 Open		Accounts Payable	HD SUPPLY WATERWORKS LTD		$409.09
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$409.09	
102863	07/02/2015 Open		Accounts Payable	HELIXSTORM, INC		$2,381.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$807.64	
	501 - Information Technology	501.11000 (Cash)			$1,573.36	
102864	07/02/2015 Open		Accounts Payable	HILMAR READY MIX		$279.83
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$53.81	
	420 - WATER	420.11000 (Cash)			$226.02	
102865	07/02/2015 Open		Accounts Payable	HSQ INC		$2,495.38
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,495.38	
102866	07/02/2015 Open		Accounts Payable	INDEPENDENT ELECTRIC INC		$24.13
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$24.13	
102867	07/02/2015 Open		Accounts Payable	ING LIFE INSURANCE AND		$26.00
	Paying Fund	Cash Account			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$26.00	
102868	07/02/2015 Open		Accounts Payable	INTERSTATE SALES INC		$4,342.67
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$4,342.67	
102869	07/02/2015 Open		Accounts Payable	JESTER AUTO WORKS		$758.15
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$758.15	
102870	07/02/2015 Open		Accounts Payable	LEHIGH HANSON INC		$497.39
	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$463.01	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$34.38	
102871	07/02/2015 Open		Accounts Payable	LEXIPOL, LLC		$18,215.00

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	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$3,215.00
	501 - Information Technology	501.11000 (Cash)			$15,000.00
102872	07/02/2015 Open		Accounts Payable	MIRACLE RECREATION EQUIP	$4,801.11
	Paying Fund	Cash Account			Amount
	228 - Park Development Tax	228.11000 (Cash)			$4,801.11
102873	07/02/2015 Open		Accounts Payable	MOTION INDUSTRIES INC - CA82	$78.19
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$78.19
102874	07/02/2015 Open		Accounts Payable	NAPA AUTO PARTS	$1,080.21
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$640.90
	205 - Sports Facilities	205.11000 (Cash)			$87.86
	217 - Streets - Gas Tax	217.11000 (Cash)			$43.93
	246 - Landscape Assessment	246.11000 (Cash)			$43.94
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$131.79
	420 - WATER	420.11000 (Cash)			$43.93
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$43.93
	426 - Transit - Fixed Route	426.11000 (Cash)			$43.93
102875	07/02/2015 Open		Accounts Payable	NESTLE WATERS NORTH AMERICA	$774.39
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$111.93
	246 - Landscape Assessment	246.11000 (Cash)			$111.93
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$550.53
102876	07/02/2015 Open		Accounts Payable	NEXT LEVEL PARTS INC	$885.07
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$181.92
	217 - Streets - Gas Tax	217.11000 (Cash)			$90.18
	246 - Landscape Assessment	246.11000 (Cash)			$38.95
	426 - Transit - Fixed Route	426.11000 (Cash)			$574.02
102877	07/02/2015 Open		Accounts Payable	OUTDOOR CREATIONS INC	$1,668.19
	Paying Fund	Cash Account			Amount
	269 - Parks & Public Facilities Grants	269.11000 (Cash)			$1,668.19
102878	07/02/2015 Open		Accounts Payable	PACE SUPPLY CORPORATION	$1,394.10
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$613.46
	420 - WATER	420.11000 (Cash)			$780.64
102879	07/02/2015 Open		Accounts Payable	PLATT ELECTRIC SUPPLY	$3,732.13
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$2,917.09
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$752.47
	420 - WATER	420.11000 (Cash)			$62.57
102880	07/02/2015 Open		Accounts Payable	POLYDYNE INC	$7,054.82

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	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$7,054.82	
102881	07/02/2015 Open		Accounts Payable	PRESORT CTR STOCKTON INC		$11,251.35
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$4,729.82	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,251.74	
	420 - WATER	420.11000 (Cash)			$3,269.79	
102882	07/02/2015 Open		Accounts Payable	R & B COMPANY		$1,310.87
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$914.81	
	420 - WATER	420.11000 (Cash)			$396.06	
102883	07/02/2015 Open		Accounts Payable	RANDIK PAPER CO		$694.87
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$694.87	
102884	07/02/2015 Open		Accounts Payable	ROMEO MEDICAL CLINIC		$1,557.41
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$1,133.41	
	217 - Streets - Gas Tax	217.11000 (Cash)			$69.00	
	246 - Landscape Assessment	246.11000 (Cash)			$72.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$210.00	
	420 - WATER	420.11000 (Cash)			$73.00	
102885	07/02/2015 Open		Accounts Payable	SAFE-T-LITE CO INC		$91.92
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$91.92	
102886	07/02/2015 Open		Accounts Payable	SHAPE INC		$16,147.40
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$16,147.40	
102887	07/02/2015 Open		Accounts Payable	SHELL FLEET PLUS		$876.28
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$876.28	
102888	07/02/2015 Open		Accounts Payable	SHORE CHEMICAL COMPANY		$68.45
	Paying Fund	Cash Account			Amount	
	420 - WATER	420.11000 (Cash)			$68.45	
102889	07/02/2015 Open		Accounts Payable	SIEMENS INDUSTRY INC		$9,810.71
	Paying Fund	Cash Account			Amount	
	216 - Streets - Local Transportation	216.11000 (Cash)			$9,810.71	
102890	07/02/2015 Open		Accounts Payable	SIERRA CHEMICAL CO		$9,014.50
	Paying Fund	Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$9,014.50	
102891	07/02/2015 Open		Accounts Payable	SOUTHWEST SCHOOL &		$1,334.33
	Paying Fund	Cash Account			Amount	
	270 - Recreation Grants	270.11000 (Cash)			$1,334.33	
102892	07/02/2015 Open		Accounts Payable	STANISLAUS CO PLANNING		$4,020.00

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	Paying Fund	Cash Account			Amount
	256 - Stanislaus Housing Consortium	256.11000 (Cash)			$4,020.00
102893	07/02/2015 Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Account			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$439.13
102894	07/02/2015 Open		Accounts Payable	T I D	$65,385.95
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$3,075.19
	205 - Sports Facilities	205.11000 (Cash)			$4,863.97
	216 - Streets - Local Transportation	216.11000 (Cash)			$2,397.47
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,441.31
	420 - WATER	420.11000 (Cash)			$52,057.30
	426 - Transit - Fixed Route	426.11000 (Cash)			$245.54
	505 - Fleet	505.11000 (Cash)			$1,305.17
102895	07/02/2015 Open		Accounts Payable	TANKO STREET LIGHTING SVC	$423.59
	Paying Fund	Cash Account			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$423.59
102896	07/02/2015 Open		Accounts Payable	TEICHERT CONSTRUCTION INC	$10,666.28
	Paying Fund	Cash Account			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$10,666.28
102897	07/02/2015 Open		Accounts Payable	THERMO KING MODESTO INC	$121.98
	Paying Fund	Cash Account			Amount
	426 - Transit - Fixed Route	426.11000 (Cash)			$121.98
102898	07/02/2015 Open		Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	$5,000.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,500.00
	420 - WATER	420.11000 (Cash)			$2,500.00
102899	07/02/2015 Open		Accounts Payable	TREES, INC.	$2,183.10
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$552.00
	217 - Streets - Gas Tax	217.11000 (Cash)			$895.10
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$736.00
102900	07/02/2015 Open		Accounts Payable	TURLOCK TRANSFER INC	$16,466.08
	Paying Fund	Cash Account			Amount
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$16,466.08
102901	07/02/2015 Open		Accounts Payable	UNLIMITED METAL MFG INC	$1,100.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,100.00
102902	07/02/2015 Open		Accounts Payable	VERIZON WIRELESS	$124.44
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$28.66
	405 - Building	405.11000 (Cash)			$95.78
102903	07/02/2015 Open		Accounts Payable	WALKER ASSOC INC, LARRY	$1,547.50

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	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,547.50
102904	07/02/2015 Open		Accounts Payable	WEST COAST SAND & GRAVEL	$8,975.33
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$8,975.33
102905	07/02/2015 Open		Accounts Payable	WEST STEEL & PLASTIC	$329.82
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$329.82
102906	07/02/2015 Open		Accounts Payable	WGR SOUTHWEST, INC	$500.00
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$500.00
102907	07/02/2015 Open		Accounts Payable	WILLEY PRINTING CO	$967.55
	Paying Fund	Cash Account			Amount
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$967.55
102908	07/02/2015 Open		Accounts Payable	ZALREICH CHEMICAL CO INC	$15,855.91
	Paying Fund	Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$15,855.91
102909	07/02/2015 Open		Accounts Payable	HIS TREE SERVICE	$990.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$990.00
102910	07/02/2015 Open		Accounts Payable	MODESTO JUNIOR COLLEGE	$200.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$200.00
102911	07/02/2015 Open		Accounts Payable	MODESTO JUNIOR COLLEGE	$900.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$900.00
102912	07/02/2015 Open		Accounts Payable	OCAT, INC.	$230,221.20
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$230,221.20
102913	07/02/2015 Open		Accounts Payable	OROSCO, ANTHONY	$125.00
	Paying Fund	Cash Account			Amount
	502 - Engineering	502.11000 (Cash)			$125.00
102914	07/02/2015 Open		Accounts Payable	PARAMONT HOMES, INC.	$1,650.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,650.00
102915	07/02/2015 Open		Accounts Payable	RUIZ, MARIA	$500.00
	Paying Fund	Cash Account			Amount
	256 - Stanislaus Housing Consortium	256.11000 (Cash)			$500.00
102916	07/02/2015 Open		Accounts Payable	SEVILLA, NELIDA	$300.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$300.00

Type Check Totals: 103 Transactions $845,389.97

AP - Accounts Payable Totals

City of Turlock

Payment Register

From Payment Date: 6/26/2015 - To Payment Date: 7/2/2015

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$845,389.97	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	103	$845,389.97	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$845,389.97	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	103	$845,389.97	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$845,389.97	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	103	$845,389.97	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$845,389.97	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	103	$845,389.97	$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
102917	07/09/2015	Open			Accounts Payable	4LEAF INC	$23,712.32		
	Paying Fund			Cash Account		Amount			
	405 - Building			405.11000 (Cash)		$23,712.32			
102918	07/09/2015	Open			Accounts Payable	A & A PORTABLES INC	$859.48		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$373.38			
	301 - Capital Improvements			301.11000 (Cash)		$486.10			
102919	07/09/2015	Open			Accounts Payable	AFLAC	$5,361.39		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$5,361.39			
102920	07/09/2015	Open			Accounts Payable	AFLAC GROUP INSURANCE	$2,470.03		
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,470.03			
102921	07/09/2015	Open			Accounts Payable	AIRGAS NCN	$11.32		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$11.32			
102922	07/09/2015	Open			Accounts Payable	ALLIANCE	$100.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$100.00			
102923	07/09/2015	Open			Accounts Payable	AMERICAN MESSAGING	$28.97		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$28.97			
102924	07/09/2015	Open			Accounts Payable	AMERICAN MESSAGING	$26.78		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$26.78			
102925	07/09/2015	Open			Accounts Payable	ANIMAL CARE EQUIP & SVCS	$561.72		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$561.72			
102926	07/09/2015	Open			Accounts Payable	ANYTHING VINYL LLC	$430.50		
	Paying Fund			Cash Account		Amount			
	202 - Bicycle Safety			202.11000 (Cash)		$430.50			
102927	07/09/2015	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	$345.00		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$125.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$220.00			
102928	07/09/2015	Open			Accounts Payable	ARMOR FIRE EXTINGUISHER	$114.53		
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$114.53			
102929	07/09/2015	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	$505.75		

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	Paying Fund	Cash Account			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$505.75	
102930	07/09/2015 Open		Accounts Payable	AT&T MOBILITY		$2,910.56
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$2,462.31	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$349.72	
	501 - Information Technology	501.11000 (Cash)			$57.03	
	502 - Engineering	502.11000 (Cash)			$41.50	
102931	07/09/2015 Open		Accounts Payable	AT&T/SBC		$63.29
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$63.29	
102932	07/09/2015 Open		Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO		$250.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$250.00	
102933	07/09/2015 Open		Accounts Payable	AVID IDENTIFICATION INC		$579.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$579.00	
102934	07/09/2015 Open		Accounts Payable	CAB AIR SYSTEMS INC.		$8,869.28
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$8,869.28	
102935	07/09/2015 Open		Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP		$150.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$150.00	
102936	07/09/2015 Open		Accounts Payable	CHAMPION INDUSTRIAL		$8,696.86
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$3,475.06	
	205 - Sports Facilities	205.11000 (Cash)			$90.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,737.88	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)			$112.50	
	501 - Information Technology	501.11000 (Cash)			$855.12	
	505 - Fleet	505.11000 (Cash)			$1,426.30	
102937	07/09/2015 Open		Accounts Payable	CINCINNATI LIFE INS INC		$711.56
	Paying Fund	Cash Account			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$711.56	
102938	07/09/2015 Open		Accounts Payable	CITY OF MODESTO		$73,698.00
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$73,698.00	
102939	07/09/2015 Open		Accounts Payable	CODE PUBLISHING COMPANY		$4,508.10
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)			$4,508.10	
102940	07/09/2015 Open		Accounts Payable	COMBINED BENEFITS ADMIN C		$385,085.78
	Paying Fund	Cash Account			Amount	

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	511 - Health Care	511.11000 (Cash)			$385,085.78
102941	07/09/2015 Open		Accounts Payable	COMBINED BENEFITS ADMIN-	$8,171.58
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)			$8,171.58
102942	07/09/2015 Open		Accounts Payable	COMBINED BENEFITS ADMIN/	$2,338.57
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)			$2,338.57
102943	07/09/2015 Open		Accounts Payable	COMBINED BENEFITS ADMIN=	$193,704.60
	Paying Fund	Cash Account		Amount	
	511 - Health Care	511.11000 (Cash)			$193,704.60
102944	07/09/2015 Open		Accounts Payable	COSTCO	$2,997.34
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)			$2,670.05
	266 - Police Services Grants	266.11000 (Cash)			$58.24
	270 - Recreation Grants	270.11000 (Cash)			$269.05
102945	07/09/2015 Open		Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$130.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)			$130.00
102946	07/09/2015 Open		Accounts Payable	CYCLE SPECIALTIES INC	$214.21
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)			$214.21
102947	07/09/2015 Open		Accounts Payable	DOCTORS MEDICAL CENTER	$4,284.34
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)			$4,284.34
102948	07/09/2015 Open		Accounts Payable	ENGINEERED FIRE SYST INC	$850.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)			$850.00
102949	07/09/2015 Open		Accounts Payable	EQUIFAX	$4.69
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)			$4.69
102950	07/09/2015 Open		Accounts Payable	GARTON TRACTOR INC	$91.27
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$91.27
102951	07/09/2015 Open		Accounts Payable	GUINN III, MARVIN, OLIVER	$994.83
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)			$994.83
102952	07/09/2015 Open		Accounts Payable	HAWORTH INC	$17,624.60
	Paying Fund	Cash Account		Amount	
	266 - Police Services Grants	266.11000 (Cash)			$17,624.60
102953	07/09/2015 Open		Accounts Payable	HD SUPPLY WATERWORKS LTD	$829.87
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$438.21
	420 - WATER	420.11000 (Cash)			$391.66

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From Payment Date: 7/3/2015 - To Payment Date: 7/9/2015

102954	07/09/2015	Open	Accounts Payable	HONEYWELL ANALYTICS/BIOSYSTEMS	$625.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$625.00

102955	07/09/2015	Open	Accounts Payable	IBM CORPORATION	$3,996.40

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,996.40

102956	07/09/2015	Open	Accounts Payable	INTERWEST CONSULTING GROUP INC	$19,792.40

Paying Fund	Cash Account	Amount
405 - Building	405.11000 (Cash)	$19,792.40

102957	07/09/2015	Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	$843.58

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$804.85
405 - Building	405.11000 (Cash)	$19.36
505 - Fleet	505.11000 (Cash)	$19.37

102958	07/09/2015	Open	Accounts Payable	L C ACTION	$5,435.06

Paying Fund	Cash Account	Amount
266 - Police Services Grants	266.11000 (Cash)	$5,435.06

102959	07/09/2015	Open	Accounts Payable	LINCOLN EQUIPMENT INC	$804.92

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$804.92

102960	07/09/2015	Open	Accounts Payable	MADRUGA BROS ENT INC	$304.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$255.50
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$31.50
420 - WATER	420.11000 (Cash)	$7.00
502 - Engineering	502.11000 (Cash)	$10.50

102961	07/09/2015	Open	Accounts Payable	MICROBIZ SECURITY COMPANY	$1,039.34

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,039.34

102962	07/09/2015	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1,441.45

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$748.68
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	$62.60
255 - CDBG	255.11000 (Cash)	$226.27
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$295.70
420 - WATER	420.11000 (Cash)	$13.90
502 - Engineering	502.11000 (Cash)	$94.30

102963	07/09/2015	Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	$941.30

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$372.30
203 - Animal Fee Forfeiture	203.11000 (Cash)	$389.00

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From Payment Date: 7/3/2015 - To Payment Date: 7/9/2015

	266 - Police Services Grants		266.11000 (Cash)		$180.00	
102964	07/09/2015	Open	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.		$1,382.67
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$1,382.67	
102965	07/09/2015	Open	Accounts Payable	NEW WORLD SYSTEM CORP		$2,139.43
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$450.00	
	240 - Small Equipment Replacement		240.11000 (Cash)		$1,689.43	
102966	07/09/2015	Open	Accounts Payable	P G & E		$27.79
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$27.79	
102967	07/09/2015	Open	Accounts Payable	PACIFIC STORAGE COMPANY		$387.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$367.00	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$20.00	
102968	07/09/2015	Open	Accounts Payable	PACKET FUSION, INC.		$16,533.92
	Paying Fund		Cash Account		Amount	
	112 - GF Reserve for Capital Purchases		112.11000 (Cash)		$16,533.92	
102969	07/09/2015	Open	Accounts Payable	PENNWELL CORPORATION		$717.72
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$717.72	
102970	07/09/2015	Open	Accounts Payable	PHILIP S. TROMPETTER, PhD., ABPP		$3,698.75
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$3,698.75	
102971	07/09/2015	Open	Accounts Payable	RANDIK PAPER CO		$476.71
	Paying Fund		Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$476.71	
102972	07/09/2015	Open	Accounts Payable	RAY MORGAN COMPANY		$4,379.05
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$2,727.30	
	205 - Sports Facilities		205.11000 (Cash)		$31.00	
	217 - Streets - Gas Tax		217.11000 (Cash)		$8.03	
	246 - Landscape Assessment		246.11000 (Cash)		$8.03	
	405 - Building		405.11000 (Cash)		$57.13	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$843.78	
	420 - WATER		420.11000 (Cash)		$113.32	
	502 - Engineering		502.11000 (Cash)		$590.46	
102973	07/09/2015	Open	Accounts Payable	ROMEO MEDICAL CLINIC		$15,967.00
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		$15,967.00	
102974	07/09/2015	Open	Accounts Payable	SAFARILAND LLC		$6,188.44
	Paying Fund		Cash Account		Amount	

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From Payment Date: 7/3/2015 - To Payment Date: 7/9/2015

	110 - General Fund	110.11000 (Cash)		$6,188.44	
102975	07/09/2015 Open		Accounts Payable	SHORE CHEMICAL COMPANY	$163.70
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$163.70	
102976	07/09/2015 Open		Accounts Payable	SIERRA CHEMICAL CO	$6,348.30
	Paying Fund	Cash Account		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$6,348.30	
102977	07/09/2015 Open		Accounts Payable	SPRINT	$998.56
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$355.44	
	205 - Sports Facilities	205.11000 (Cash)		$62.47	
	217 - Streets - Gas Tax	217.11000 (Cash)		$129.41	
	246 - Landscape Assessment	246.11000 (Cash)		$58.55	
	270 - Recreation Grants	270.11000 (Cash)		$23.30	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$214.42	
	420 - WATER	420.11000 (Cash)		$118.37	
	505 - Fleet	505.11000 (Cash)		$36.60	
102978	07/09/2015 Open		Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	$3,126.75
	Paying Fund	Cash Account		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$3,126.75	
102979	07/09/2015 Open		Accounts Payable	STATE OF CALIFORNIA	$1,438.00
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,438.00	
102980	07/09/2015 Open		Accounts Payable	T I D	$16,157.03
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$1,903.41	
	216 - Streets - Local Transportation	216.11000 (Cash)		$912.84	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,926.61	
	420 - WATER	420.11000 (Cash)		$8,676.00	
	426 - Transit - Fixed Route	426.11000 (Cash)		$302.57	
	505 - Fleet	505.11000 (Cash)		$2,435.60	
102981	07/09/2015 Open		Accounts Payable	TBA AUTO PARTS	$1,773.41
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)		$718.36	
	205 - Sports Facilities	205.11000 (Cash)		$98.24	
	217 - Streets - Gas Tax	217.11000 (Cash)		$271.83	
	246 - Landscape Assessment	246.11000 (Cash)		$253.83	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$172.40	
	420 - WATER	420.11000 (Cash)		$11.19	
	425 - Transit - Dial-A-Ride	425.11000 (Cash)		$71.73	
	426 - Transit - Fixed Route	426.11000 (Cash)		$86.23	
	502 - Engineering	502.11000 (Cash)		$89.60	
102982	07/09/2015 Open		Accounts Payable	THORSENS INC	$94.00

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From Payment Date: 7/3/2015 - To Payment Date: 7/9/2015

	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$94.00
102983	07/09/2015 Open		Accounts Payable	TREES, INC.	$1,288.00
	Paying Fund	Cash Account			Amount
	205 - Sports Facilities	205.11000 (Cash)			$552.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$736.00
102984	07/09/2015 Open		Accounts Payable	TURLOCK JOURNAL	$183.70
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$83.50
	217 - Streets - Gas Tax	217.11000 (Cash)			$100.20
102985	07/09/2015 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$400,000.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$400,000.00
102986	07/09/2015 Open		Accounts Payable	UNDERWRITERS LAB INC	$2,422.80
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$2,422.80
102987	07/09/2015 Open		Accounts Payable	UTILITY TELEPHONE, INC.	$537.88
	Paying Fund	Cash Account			Amount
	501 - Information Technology	501.11000 (Cash)			$537.88
102988	07/09/2015 Open		Accounts Payable	V & V MFG INC	$120.71
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$120.71
102989	07/09/2015 Open		Accounts Payable	VAN DE POL ENTERPRISE INC	$1,562.19
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,562.19
102990	07/09/2015 Open		Accounts Payable	VERIZON WIRELESS	$1,520.18
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$1,031.19
	502 - Engineering	502.11000 (Cash)			$488.99
102991	07/09/2015 Open		Accounts Payable	VISION SERVICE PLAN CA	$5,848.52
	Paying Fund	Cash Account			Amount
	511 - Health Care	511.11000 (Cash)			$5,848.52
102992	07/09/2015 Open		Accounts Payable	WEST PUBLISHING CORPORATION	$144.32
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$144.32
102993	07/09/2015 Open		Accounts Payable	CCAC C/O CITY OF MERCED, MIRANDA, LUTZOW	$350.00
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$350.00
102994	07/09/2015 Open		Accounts Payable	DEHART, BILL	$131.58
	Paying Fund	Cash Account			Amount
	110 - General Fund	110.11000 (Cash)			$131.58
102995	07/09/2015 Open		Accounts Payable	EDDY, SARAH	$581.59

City of Turlock

Payment Register

From Payment Date: 7/3/2015 - To Payment Date: 7/9/2015

	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$581.59	
102996	07/09/2015	Open		Accounts Payable	Golden Rule Creations		$459.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$459.00	
102997	07/09/2015	Open		Accounts Payable	PITCOCK, MIKE		$700.00
	Paying Fund		Cash Account			Amount	
	502 - Engineering		502.11000 (Cash)			$700.00	
102998	07/09/2015	Open		Accounts Payable	SOISETH, GARY		$172.59
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$172.59	
102999	07/09/2015	Open		Accounts Payable	SOISETH, GARY		$1,169.12
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$1,169.12	
103000	07/09/2015	Open		Accounts Payable	TONARELLI, STACEY		$411.47
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$411.47	
103001	07/09/2015	Open		Accounts Payable	VAN GUILDER, ALLISON		$700.00
	Paying Fund		Cash Account			Amount	
	110 - General Fund		110.11000 (Cash)			$700.00	
Type Check Totals:				85 Transactions			$1,287,811.95

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	$1,287,811.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	85	$1,287,811.95	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	$1,287,811.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	85	$1,287,811.95	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**85**	**$1,287,811.95**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**85**	**$1,287,811.95**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 7/3/2015 - To Payment Date: 7/9/2015

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	$1,287,811.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	85	$1,287,811.95	$0.00

5B1 DRAFT

JULY 14, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

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1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:02 p.m.
   PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
   ABSENT: None

   B. SALUTE TO THE FLAG

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

   A. Mayor Soiseth presented a Proclamation to Parks, Recreation & Public Facilities Director Allison Van Guilder in recognition of Parks and Recreation Month, July 2015. Director Van Guilder accepted the Proclamation on behalf of her hard-working staff.

   B. Mayor Soiseth recommended that Councilmember Nascimento and Councilmember Jacob be appointed as members of an Ad Hoc Subcommittee for Community Grants.

   Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, appointing Councilmember Nascimento and Councilmember Jacob as members of an Ad Hoc Subcommittee for Community Grants. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

3. **A. SPECIAL BRIEFINGS**: None

   B. STAFF UPDATES

   1. Development Services Director Mike Pitcock provided an update on Capital Projects and Building Activity including the Council Chamber Improvement project, Drew Avenue Storm Drain and Sewer project, Crowell Road Pedestrian Improvement project, Hawkeye and Geer Overlay projects, East Main near Canal Drive Water Line Replacement project, Hedstrom Storm Drain project, and the Skate Park at Donnelly Park project.

   2. Municipal Services Director Michael Cooke provided an update on water use statistics and conservation efforts including the continued use of billing inserts, signage program, warning notices and enforcement efforts.

      Council and staff discussion included conservation efforts in the medians and recent well failures in the area of the Singh Parkway.

   3. Police Chief Robert Jackson provided an update on City of Turlock website design including project status, research and development efforts, marketing/branding efforts, and future steps to be taken.

C. PUBLIC PARTICIPATION

Turlock Librarian Dianne Bartlett spoke regarding upcoming library events and activities including Story Time for Preschoolers, Glass Etching classes for adults, marshmallow tower and bird feeder making, duct tape creation activities, Lego Time, Pom Pom Shooters activity, and the summer reading challenge. Ms. Bartlett thanked Turlock Fire and Police Departments for their recent participation in library activities.

Lisa Gioletti spoke regarding concerns about the homeless community including tickets being issued for illegal camping and illegal storage, the need for a place for the homeless to go, and harassment/persecution of the homeless.

Robert Allen, founder of Fired Up (Finding Independent Resources Economically Driven Uniting People) and advocate for the homeless in Turlock spoke regarding concerns about the homeless community including harassment/persecution and the need to help this section of the community.

4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, to waive reading of all ordinances on the agenda, except by title. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

C. DISCLOSURE OF EX PARTE COMMUNICATIONS

Mayor Soiseth noted that Public Hearing Item 7A would be removed from the agenda.

1. Public Hearing 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.

There were no disclosures of ex parte communications.

5. CONSENT CALENDAR:

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, to adopt the consent calendar. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

A. **Resolution No. 2015-139** Accepting Demands of 6/4/15 in the amount of $1,063,957.29; Demands of 6/11/15 in the amount of $833,014.60; Demands of 6/18/15 in the amount of $1,213,169.30

B. *Motion*: Accepting Minutes of Regular Meeting of June 23, 2015; Minutes of Special Meeting of June 23, 2015

C. 1. *Motion*: Accepting notification of Contract Change Order No. 3 (Final) in the amount of $24,640.08 (Fund 305) for City Project No. 13-49, "Dianne Drive Realignment," bringing the contract total to $876,815.14
2. *Motion*: Accepting improvements for City Project No. 13-49, "Dianne Drive Realignment," and authorizing the City Engineer to file a Notice of Completion

D. *Motion*: Approving Amendment No. 1 to the agreement with the Shalleck Collaborative, Inc., for City Project No. 14-26A, "RFP Council Chamber Improvements"

E. 1. *Motion*: Making the determination that City Project No.14-67, "Slurry Seals 2015," is exempt from the provisions of CEQA in accordance with Section 15301
2. *Motion*: Awarding bid and approving an agreement in the amount of $560,007 (Fund 246) with Sierra Nevada Construction, of Sparks, Nevada, for City Project No. 14-67, "Slurry Seals 2015"

F. 1. *Motion*: Approving a reimbursement agreement between HCC Properties LTD (Hilmar Cheese) and the City of Turlock in an amount not to exceed $424,905 for construction of water line improvements identified in the Turlock Regional Industrial Park Master Plan and storm line improvements identified in the Storm Water Master Plan
2. **Resolution No. 2015-140** Appropriating $163,483 to account number 308-40-458.43272 "Reimburse Developers" from the Turlock Regional Industrial Park Water Reserve and $261,423 to account number 411-51-536.43272 "Reimburse Developers" from the Storm Water Master Plan Reserve for reimbursement of water line and storm line improvements constructed by HCC Properties LTD (Hilmar Cheese) as identified in the Turlock Regional Industrial Master Plan and Storm Water Master Plan

G. **Resolution No. 2015-141** Authorizing the closure of Bonita Avenue, between East Main Street and East Olive Avenue, for a Day Camp event hosted by Jessica's House, on Thursday, July 23, 2015, from 8:00 a.m. to 3:30 p.m., and authorizing the City Manager to apply appropriate conditions and restrictions

H. *Motion*: Affirming the City Manager's action of having signed and submitted a Notice of Termination (NOT) for the Turlock Municipal Airport's Industrial Storm Water General Permit (Industrial General Permit)

I. *Motion*: Requesting to postpone the Proposition 218 Public Hearing date scheduled for July 28, 2015 for the consideration of increasing solid waste user fees

J. *Motion*: Approving a Professional Services Agreement between the City of Turlock and Wood Rodgers, Inc., for the preparation of a Hydrogeological and Water Quality Assessment Study for the City of Turlock, in an amount not to exceed $145,937, from Fund 420-52-530.43320 "Special Services/Projects"

K. **Resolution No. 2015-142** Affirming the City Manager's action of having signed and submitted a letter of authorization to the Stanislaus County Department of Environmental Resources (DER) to submit a regional application to the Department of Resources Recycling and Recovery for funding from the Used Oil Payment Program (OPP) for Fiscal Year 2015/16 and authorizing the Mayor or the City Manager to sign all future letters of support

L. 1. *Motion*: Approving the service agreement with Clark Pest Control for pigeon and bird control abatement, cleanup, removal and prevention services for the City of Turlock Corporation Yard, for a period of twelve (12) months, in an amount not to exceed $47,039

2. **Resolution No. 2015-143** Appropriating $23,000 each to account number 420-52-550.43150 "Pest Control" and account number 410-51-531.43150 "Pest Control" to be funded by the reserve balances from Fund 420 Water Enterprise and Fund 410 Water Quality Control for pigeon and bird control abatement, cleanup, removal and prevention services

M. *Motion*: Approving the contract between the City of Turlock and Kid Time Fitness to offer youth gymnastic classes

N. *Motion*: Approving an agreement with New World Systems to modify the standard Purchase Order form to create a second page for terms and conditions

O. **Resolution No. 2015-144** Supporting the designation of Highway 132 as the John Muir Highway

P. *Motion*: Rejecting Claim for Damages filed by Robeyna Davidoff

Q. *Motion*: Rejecting Claim for Damages filed by Robin Manzano

R. *Motion*: Rejecting Claim for Damages filed by Jasmin Simpson

S. **Resolution No. 2015-145** Evidencing the City of Turlock's intent to provide 2,000 acre-feet per year of Recycled Water (also known as "baseline water") to the Turlock Irrigation District subject to the terms and conditions of a Water Sales Agreement acceptable to Turlock Irrigation District and the Stanislaus Regional Water Authority

6. FINAL READINGS:

A. **Ordinance No. 1211-CS,** Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2010-01 (Morgan Ranch Master Plan)] as introduced on June 23, 2015 was passed and adopted 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

B. **Ordinance No. 1212-CS,** Amending Turlock Municipal Code Title 2, Chapter 4, regarding Officers and Employees, Article 2, Section 07, Paragraph (n) to recognize the authority of the Mayor to execute certain documents and to expand the authority of the City Manager to execute certain documents as introduced at the June 23, 2015 was passed and adopted 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

7. PUBLIC HEARINGS

A. ***Removed from agenda for consideration at a future meeting.*** (Request for approval establishing a lien for payment for repair cost of certain maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches that are out of repair.)

B. Development Services Director Mike Pitcock presented the staff report on the request to confirm diagrams, assessments and reports and levying assessments for Fiscal Year 2015-16 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock.

Mayor Soiseth opened the public hearing. No one spoke. Mayor Soiseth closed the public hearing.

Action: **Resolution No. 2015-146** Confirming diagrams, assessments and reports and levying assessments for Fiscal Year 2015-16 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

8. SCHEDULED MATTERS:

A. Development Services Director Mike Pitcock presented the staff report on the request to rescind City Contract No. 14-082 with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's urban services buses and remit a portion of the sales revenue to the City in form of transit fares and approve City Contract No. 15-077 with Stott Outdoor Advertising of Chico, California, for said service.

Council discussion included future side agreements as they relate to future contracts.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed the public hearing.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Rescinding City Contract No. 14-082 with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's urban services buses and remit a portion of the sales revenue to the City in form of transit fares. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

Motion by Councilmember Bublak, seconded by Councilmember DeHart, Approving City Contract No. 15-077 with Stott Outdoor Advertising of Chico, California, to sell and maintain advertising on the exteriors of Turlock's urban services buses and remit a portion of the sales revenue to the City in form of transit fares. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

B. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to authorize the relocation of the War Memorial Cannon to Central Park.

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Council discussion included including a flag at the location.

Mayor Soiseth asked for public comment.

James "Brad" Becker representing the American Legion spoke in favor of the current drawing, his desire to see flagpoles, and indicated that VFW Commander, Admiral Seward, was also in agreement with the drawing.

Mayor Soiseth made note of a letter submitted by Commander Andrew Mojarras of the Disabled American Veterans, State Executive Comitteeman, District 6, and invited Mr. Mojarras to speak. Mr. Mojarras spoke in favor of moving the cannon to Central Park, but expressed concerns regarding ownership of the cannon and requested wording to be included that would protect the cannon from being sold in the future.

Mayor Soiseth closed the public hearing.

Additional Council and staff discussion and direction included determination of cannon ownership and setting forth a process for of preserving future ownership rights on an ongoing basis.

Action: **Resolution No. 2015-147** Authorizing the relocation of the War Memorial Cannon to Central Park was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

C. Police Chief Robert Jackson and Lt. Miguel Pacheco presented the staff report on the request to approve funding of two (2) police service dogs and associated costs, not to exceed $104,000 for the first year of operation, with an ongoing annual cost of $28,000 for each additional year of operation which will be absorbed into future general fund budgets, and appropriating said first year funds to expenditure account numbers in Fund 116.

Council discussion included bullet proof vests for the dogs and potential grant and/or fundraising opportunities.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed the public hearing.

Action: **Resolution No. 2015-148** Approving funding of two (2) police service dogs and associated costs, not to exceed $104,000 for the first year of operation, with an ongoing annual cost of $28,000 for each additional year of operation which will be absorbed into future general fund budgets, and appropriating said first year funds to expenditure account numbers in Fund 116, which is a special revenue fund utilizing Prop 172 funds as detailed in Exhibit A was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

D. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to authorize an exception to the 180-day wait period pursuant to California Government Code Sections 7522.56 and 21224 and the interim appointment of retired City employee Betty Gonzalez to assist with the City of Turlock Purchasing function.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed the public hearing.

Councilmember Jacob stepped down from the dais.

Action: **Resolution No. 2015-149** Authorizing an exception to the 180-day wait period pursuant to California Government Code Sections 7522.56 and 21224 and the interim appointment of retired City employee Betty Gonzalez to assist with the City of Turlock Purchasing function was introduced by Councilmember DeHart, seconded by Councilmember Nascimento, and carried 4/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Absent	Yes

Councilmember Jacob was reseated at the dais.

Items 5E through 5H were handled concurrently.

Administrative Services Director Kellie Jacobs-Hunter introduced Scheduled Matters Items 5E through 5H.

Lynn Bull and Mike Ireland Jr. of Winton Ireland Strom & Green provided information about insurance coverages for Employment Practices Liability Insurance, Workers' Compensation Insurance, Excess Loss Insurance, and Property Insurance, highlighting stop loss increases, higher than average claims experienced by the City of Turlock, medical inflation, and medical tourism.

City Manager Roy Wasden spoke regarding the importance of employees taking charge of their personal health and the City's implementation of the SEITY program.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed the public hearing.

E. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to authorize approval to enter into a contract with Hiscox Insurance Company to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2015-16 for an annual premium of $59,991.

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Action: **Resolution No. 2015-150** Authorizing approval to enter into a contract with Hiscox Insurance Company to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2015-16 for an annual premium of $59,991 was introduced by Councilmember DeHart, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

F. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to authorize approval to enter into a contract with Safety National Casualty Company to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2015-16 for an annual premium of $94,518.

Action: **Resolution No. 2015-151** Authorizing approval to enter into a contract with Safety National Casualty Company to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2015-16 for an annual premium of $94,518 was introduced by Councilmember DeHart, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

G. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to authorize approval to enter into a contract with Symetra Life Insurance Company for Excess Loss Insurance related to medical and prescription coverage for Fiscal Year 2015-16 for an annual premium of $2,279,433.

Action: **Resolution No. 2015-152** Authorizing approval to enter into a contract with Symetra Life Insurance Company for Excess Loss Insurance related to medical and prescription coverage for Fiscal Year 2015-16 for an annual premium of $2,279,433 was introduced by Councilmember DeHart, seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

H. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to authorize approval to enter into a contract with Travelers Property Casualty Insurance Company to maintain insurance coverage for Property Programs for Fiscal Year 2015-16 for an annual premium of $193,750.

Action: **Resolution No. 2015-153** Authorizing approval to enter into a contract with Travelers Property Casualty Insurance Company to maintain insurance coverage for Property Programs for Fiscal Year 2015-16 for an annual premium of $193,750 was introduced by Councilmember DeHart,

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seconded by Councilmember Jacob, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

I. Sr. Accountant Marie Lorenzi presented the staff report on the request to authorize the issuance of Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015 and the execution and delivery of certain related documents and taking certain related actions.

Council and staff discussion included the potential for additional opportunities to reduce interest rates on outstanding bonds.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed the public hearing.

Action: **Resolution No. 2015-154** Authorizing the issuance of Community Facilities District No. 1 (Monte Vista Corridor) Special Tax Refunding Bonds, Series 2015 and the execution and delivery of certain related documents and taking certain related actions was introduced by Councilmember Nascimento, seconded by Councilmember Dehart, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

J. Sr. Accountant Marie Lorenzi presented the staff report on the request to adopt Tax-Advantaged Bonds Post-Issuance Compliance Procedures.

Mayor Soiseth asked for public comment. No one spoke. Mayor Soiseth closed the public hearing.

Action: **Resolution No. 2015-155** Adopting Tax-Advantaged Bonds Post-Issuance Compliance Procedures was introduced by Councilmember Jacob, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
Yes	Yes	Yes	Yes	Yes

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Mayor Soiseth spoke in favor of the 4th of July Celebration at California State University, Stanislaus and thanked the Parks, Recreation & Public Facilities Department for their efforts.

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Mayor Soiseth spoke regarding his recent attendance at a conference in Anaheim, California, at which the Dalai Lama was a guest, and at which Mayor Tait of the City of Anaheim provided information about Anaheim's "Million Acts of Kindness" initiative. Mayor Soiseth noted his intention to start a similar movement in Turlock, which he plans on beginning in September or October 2015.

11. CLOSED SESSION:

A. *Conference with Legal Counsel – Pending Litigation*, Cal. Gov't Code §54956.9(d)(4) *"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."*
Potential Cases: (1 case)

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember Nascimento, seconded by Councilmember Bublak, to adjourn at 7:27 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

5B2

July 7, 2015
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting

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1. **CALL TO ORDER** - Mayor Soiseth called the meeting to order at 5:06 p.m.
   PRESENT: Councilmembers Amy Bublak and Steven Nascimento
   ABSENT: Councilmembers Bill DeHart and Matthew Jacob

2. **PUBLIC PARTICIPATION:** None

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

4. **CLOSED SESSION**

   City Manager Roy Wasden introduced the Closed Session Item.

   Public Employee Appointment, Cal. Gov't Code §54957
   Title: Fire Chief

   Action: No reportable action.

5. **ADJOURNMENT:**

   Mayor Soiseth adjourned the meeting at 5:08 p.m.

RESPECTFULLY SUBMITTED

_____
Stacey Tonarelli
Deputy City Clerk

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5c

Council Synopsis

July 28, 2015

From: Mike Pitcock
City Engineer/Development Services Director

Prepared by: Mike Pitcock
City Engineer/Development Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Master Agreement between Fairbanks Ranch and the City of Turlock for the payment of Residential Impact Fees pursuant to Government Code §66007

2. DISCUSSION OF ISSUE:

The development process for residential units begins with the Vesting Tentative Map approval process. This is an entitlement process that gains a property owner or developer an approval for a proposed subdivision. The tentative map lays out the proposed lots, streets and utilities that will be constructed. With the approval of the Tentative Map, the developer locks in its development rights for 3 years with a possible 3 year extension. This process is commonly known as receiving approval for "paper lots" as the actual lots do not exist yet. Following the approval of the Tentative Map, the property owner or developer generally moves in one of two directions. The property owner or developer either begins the process of preparing and recording a Final Map or sells its paper lots to another developer/builder who moves forward with the Final Map process. The recordation of the Final Map subdivides the land into actual physical lots and dedicates the streets, parks, easements etc. to the city as shown on the tentative map.

At the June 23, 2015 City Council meeting, the council approved an Impact Fee Deferral Program that permitted the deferral of fees to close of escrow. That agreement is utilized by developers of physical lots or who have completed the Final Map process. With that program, the impact fees are deferred to close of escrow by placing a lien on the actual physical lot. That lien is cleared at close of escrow and the City is funded at that time.

The Master Agreement before you tonight is an agreement that will be recorded on title of property owner's undivided land that will lock in its right to utilize the fee

deferral program following the recordation of the Final Map. As it is transferable, all future owners or developers will also have the right to utilize the fee deferral program.

3. BASIS FOR RECOMMENDATION:

A. **Strategic Plan Initiative:** B. FISCAL RESPONSIBILITY

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

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, such as California State University Stanislaus

Strategic Plan Initiative H. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

A. None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

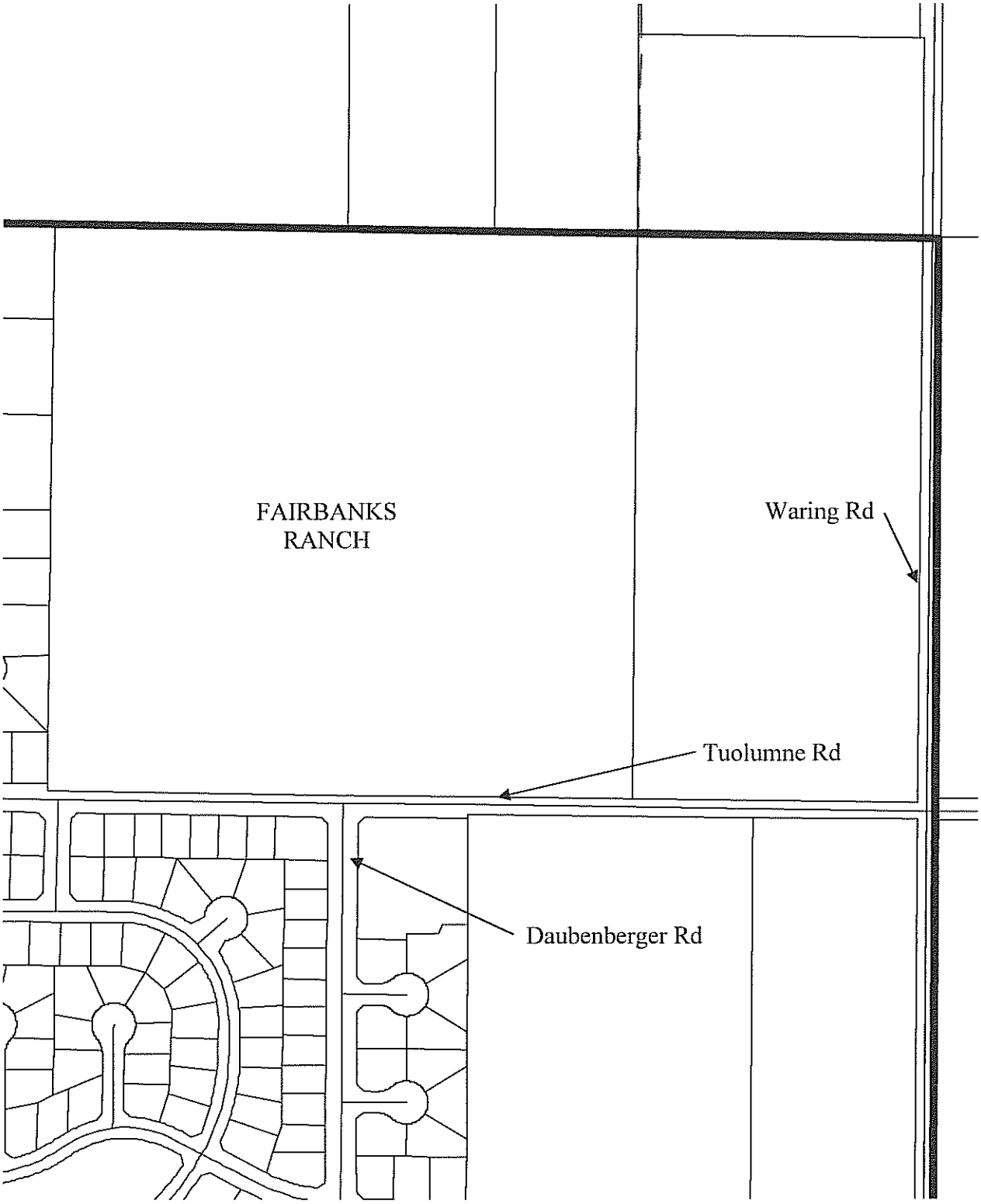
6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Do not approve the master agreement. Staff does not recommend this as the agreement only guaranties the deferral rights.

Location Map



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

_____

_____

_____

- and -

CITY OF TURLOCK
Development Services
Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380

APN: 073-013-003

MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK AND FAIRBANKS RANCH I, LLC FOR THE PAYMENT OF RESIDENTIAL DEVELOPMENT IMPACT FEES PURSUANT TO GOVERNMENT CODE §66007

THIS AGREEMENT is made and entered into this 28th day of July, 2015 between the **CITY OF TURLOCK** (hereinafter referred to as "City") and **FAIRBANKS RANCH I, LLC, INC.**, a California limited liability company (hereinafter referred to as "Developer").

RECITALS

WHEREAS, Developer is the owner of and is seeking entitlements to develop that certain parcel of real property (hereinafter referred to as the "Property") described more fully in Attachment 1 attached hereto.

WHEREAS, Developer is seeking approval to subdivide the Property and is seeking approval to construct residential dwellings on the subdivided lots. A copy of the tentative map is attached as Attachment 2 hereto.

WHEREAS, as a condition of development, the Developer will be required to pay City Impact Fees upon the issuance of a building permit.

WHEREAS, pursuant to Government Code §66007(g) and Resolution 2015-136, the City is willing to defer the collection of the City Impact Fees set forth on Attachment 3 until escrow closes for the sale of each individual residential dwelling.

OK for Agenda

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Following proper request and submission of the required documents that meet all local and state requirements, the City will issue the building permits for construction of the residential dwellings on the Property;

2. Upon issuance of each building permit, the City will calculate the City Impact Fees, that would normally be due and payable upon issuance of the building permit;

3. The City will defer collection of the City Impact Fees until the close of escrow for the sale of each individual residential dwelling;

4. As a condition of issuance of each building permit, the City and Developer will enter into an agreement for the payment of the City Impact Fees that substantially conforms to the form of Agreement attached as Attachment 4 hereto.

5. The parties further agree that each properly executed agreement for the payment of the City Impact Fees shall be recorded against the specified parcel and as set forth in the Agreement attached as Attachment 4, shall be a lien against the specified parcel, and the lien shall be satisfied and paid, upon the close of escrow, from the proceeds deposited into the escrow accounts opened following the execution of each individual residential real property sales contract, in accordance with the terms of the Agreement set forth in Attachment 4.

6. The Parties finally agree to the following terms and conditions:

    a. Governing Law. This Agreement and the attachments attached hereto have been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law.

    b. Assignment. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the Developer. As used in this Section, the term "successors" shall refer to the successors to all or substantially all of the assets of a party and to a party's successors by merger or consolidation. Developer shall have the right to assign this Agreement without the consent of the City.

    c. Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All

prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

d. Modification and Amendment. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

e. Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

f. Waiver. In the event that either the City of the Developer shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

g. Integration. This Agreement, together with the attachments attached hereto, constitute the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or cotemporaneous understandings, written or oral.

h. Authority to Execute. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

SIGNATURE PAGE FOLLOWS

FAIRBANKS RANCH I, LLC a California limited liability company By:_____ *[Signature(s) above must be notarized]*	**CITY OF TURLOCK** a municipal corporation By:_____ Gary Soiseth, Mayor or _____ Roy W. Wasden, City Manager APPROVED AS TO FORM: By:_____ Phaedra A. Norton, City Attorney APPROVED AS TO SUFFICIENCY: By:_____ Michael G. Pitcock, P.E., Director of Development Services/City Engineer ATTEST: By:_____ Kellie E. Weaver, City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California }
County of _____ }

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

(Seal)

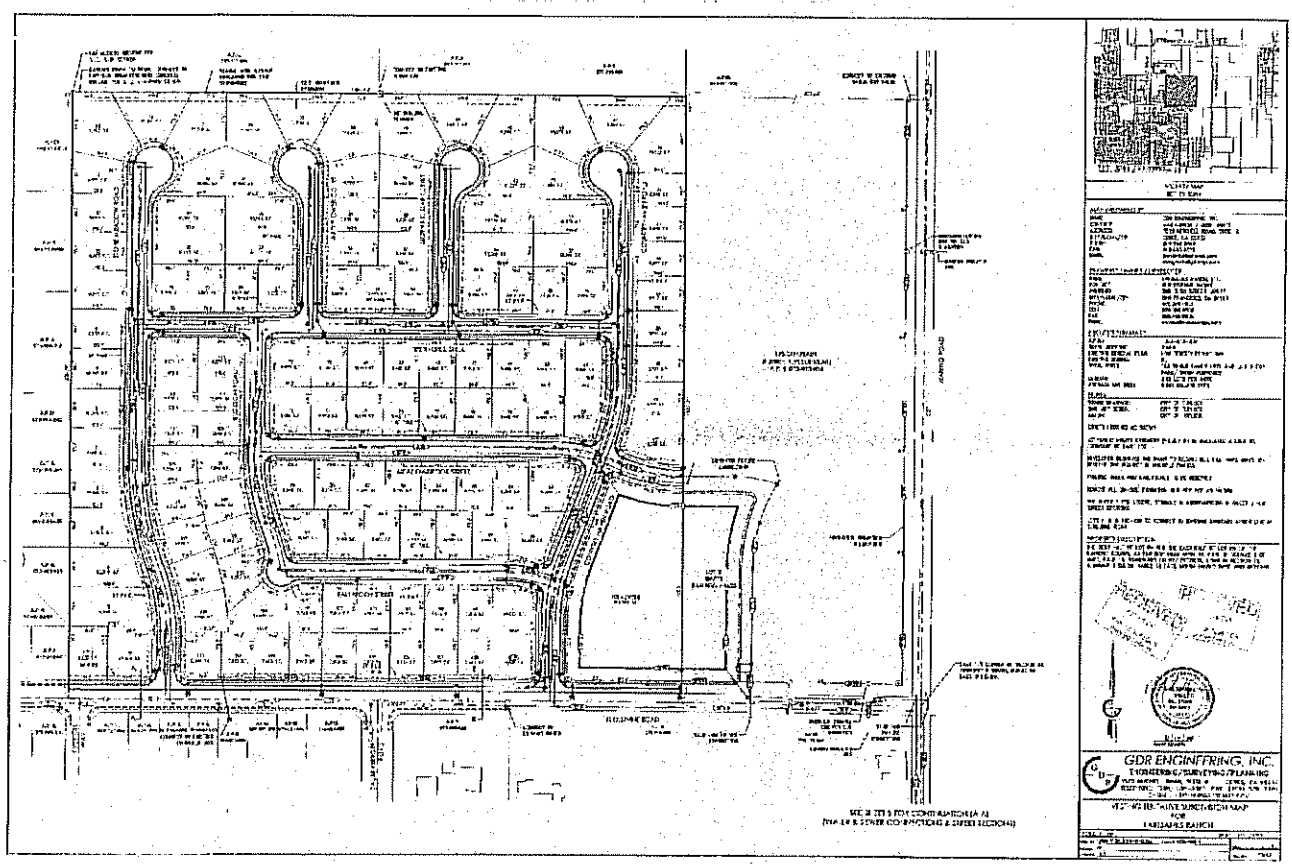
ATTACHMENT 1

073-013-003

The property described in Grant Deed filed as Document No. 2007-0026163-00, on March 1, 2007 in Stanislaus County Records.

ATTACHMENT 2

Fairbanks Ranch Tentative Map



ATTACHMENT 3

CITY OF TURLOCK
FEES TO BE DEFERRED

1. Street Light Fee
2. Sewer Trunk Line Construction Fee
3. Sewer Capital Expansion Fee
4. Sewer Frontage Fee
5. Water Grid Fee
6. Water Frontage Fee
7. Water Meter
8. Master Storm Drainage Fee
9. Cap. Fac. Fee Road
10. Cap. Fac. Fee P.D.
11. Cap. Fac. Fee General Government
12. Cap. Fac. Fee Fire
13. Cap. Fac. Fee Administration
14. N.W.T.S.P. Fee Sewer
15. N.W.T.S.P. Fee Water
16. N.W.T.S.P. Fee Admin
17. North Area Master Plan Transp. Fee
18. North Area Master Plan Sewer Fee
19. North Area Master Plan Drainage Fee
20. North Area Master Plan Admin Fee
21. NE Trlk Master Plan Transportation Fee
22. NE Trlk Master Plan Sewer Fee

23. NE Trlk Master Plan Drainage Fee

24. NE Trlk Master Plan Water Fee

25. NE Trlk Master Plan Admin Fee

26. E. Tuolumne Master Plan Transp. Fee

27. E. Tuolumne Master Plan Sewer Fee

28. E. Tuolumne Master Plan Drainage Fee

29. E. Tuolumne Master Plan Water Fee

30. E. Tuolumne Master Plan Admin. Fee

31. W.I.S.P. Sewer Fee

32. W.I.S.P. Potable Water Fee

33. W.I.S.P. Administration Fee

34. Park Improvement Fee (Neighborhood)

35. Park Improvement Fee (Community)

36. GIS Development Charges

ATTACHMENT 4

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

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

AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND

_____
FOR THE PAYMENT OF
RESIDENTIAL DEVELOPMENT IMPACT FEES
PURSUANT TO GOVERNMENT CODE §66007

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, between the **CITY OF TURLOCK** (hereinafter referred to as "City") and _____, (hereinafter referred to as "Property Owner"), who is the owner of the real property described in Exhibit A attached hereto and made a part of this Agreement (hereinafter referred to as "Property").

RECITALS

A. The PROPERTY OWNER is constructing a residential dwelling at _____, Turlock, California 9538_, APN _____.

B. The PROPERTY OWNER, as a condition of development, is required to pay City Impact Fees, County of Stanislaus Impact Fees, Turlock Unified School District Impact Fees, and other City fees for Building Permit ___-_____ totaling $_____ at building permit issuance.

C. Pursuant to Government Code §66007, Resolution 2015-__, and as a condition of issuance of the building permit, the City is willing to defer the collection of certain fees as set forth herein up to close of escrow, pursuant to Government Code §66007(g).

D. The PROPERTY OWNER has agreed to pay $_____ of the total fees at building permit issuance and has requested that all City Impact Fees, as set forth on Exhibit B, in the amount of $_____ be deferred for each parcel/dwelling to close of escrow in accordance with Resolution No. 2015-136 of the City Council of the City of Turlock, adopted on June 23, 2015 and Government Code §66007(g).

E. The deferred fees are as follows:

City of Turlock Impact Fees ..... $_____

Total Deferral Amount ..... $_____

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROPERTY AFFECTED

The PROPERTY OWNER holds fee title to the Property Affected and legally described on Exhibit A. The Property consists of one parcel/dwelling for which development impact fees have been deferred and which parcel/dwelling is encumbered by the outstanding fee balance indicated above until the parcel is released upon payment to the City (the "Property Affected").

2. RECORDATION

This Agreement shall be recorded in the office of the Stanislaus County Recorder and, from the date of recordation, pursuant to Government Code §66007(c)(2), shall constitute a lien for payment of the fees or charges set forth herein which shall be enforceable against successors in interest to the PROPERTY OWNER or lessee at the time of issuance of the building permit. This contract shall be recorded in the Grantor-Grantee Index in the name of the City of Turlock as Grantee and in the name of the PROPERTY OWNER as Grantor.

3. LIEN CREATED

In addition to the statutory lien created by paragraph 2, the PROPERTY OWNER hereby expressly grants to City a lien against the Property Affected. Said lien is intended to guarantee the payment in full, plus accrued interest, processing fees, and the cost of collection, if applicable, of the deferred development impact fees. Cost for recording said lien shall be paid for by PROPERTY OWNER.

4. TERM OF PAYMENT

The outstanding fee/lien balance, allocated to each parcel/dwelling listed above, shall be due and payable to City at close of escrow of each parcel/dwelling listed above, notwithstanding Turlock Municipal Code §§8-11-07 and 8-11-08 and pursuant to Government Code §66007(g).

5. OPENING OF ESCROW

The PROPERTY OWNER and any and all assignees or transferees as set forth in Paragraph 11, shall provide written escrow instructions to the escrow holder that the escrow holder shall provide 10 days' written notification to the City of Turlock, Development Services Building and Safety Division, subsequent to the opening of any escrow for the sale of the property for which a building permit was issued for the Property Affected and to provide in the escrow instructions that the fee or charge to be paid to the City imposing the same from the sale proceeds in escrow prior to disbursing proceeds to the seller.

6. INTEREST AND FEES

No interest or processing fee shall apply if the deferred impact fees are paid in full when they become due. However, should the deferred fees not be paid when due and payable, or should the PROPERTY OWNER be in breach of any provision of this Agreement: (a) interest shall accrue on all unpaid fees from the date of issuance of the initial building permit until the deferred fees and all accrued interest is paid; and (b) an additional One Thousand Dollars ($1,000.00) shall be added to the unpaid amount to cover the initial administrative costs incurred in processing the fee deferral application. If assessed, interest shall be at the annual rate of interest which the City earns on its investment of pooled funds.

7. PRIORITY

The lien created hereunder shall have the same priority as property taxes.

8. RELEASE OF LIEN

Upon full payment of all deferred impact fees and accrued interest pursuant to paragraph 7, if applicable, to City and complete satisfaction of all terms and conditions of this Agreement by the PROPERTY OWNER, the City shall promptly release the lien created hereunder by executing a lien release in substantial form as shown in Exhibit C. Cost for recording said lien release shall be paid for by PROPERTY OWNER. This Agreement shall remain in full force and effect and continue as a lien on the Property Affected until the City of Turlock receives the full amount of the fees, which are the subject of this Agreement.

9. RELEASE OF CLAIMS

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

10. COLLECTION

The City may pursue collection through all available legal and administrative means including, but shall not be limited to, judicial or non-judicial foreclosure of the recorded lien against the Property Affected and/or civil judgment against the PROPERTY OWNER for breach of this Agreement. As part of the obligation secured hereby and in addition to the amount of the deferred fees stated above, there shall be included cost and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

11. ASSIGNMENT

This Agreement shall not be assigned or otherwise transferred to a person or entity not a party to this Agreement without the express prior written consent of the City. City's written consent will not be unreasonably withheld. Any person or entity seeking assignment or transfer of this Agreement shall execute a written assignment/transfer agreement agreeing to be legally responsible for meeting all of the terms and conditions under this Agreement, and the Resolutions of the City Council adopting standards for fee deferrals. Assignment shall not be effective until the proposed assignee/transferee executes an assignment and assumption agreement, in a form acceptable to the City Attorney, assuming all duties and obligations of the PROPERTY OWNER under this Agreement. Any assignment or transfer not in strict compliance with this provision shall: (a) be null and void; (b) constitute a material breach of this Agreement; (c) cause all impact fees deferred under this Agreement to become due and immediately payable at the time of the attempted assignment or transfer; and (d) cause any and all building permits issued related to the Property to automatically terminate and become null and void.

12. BUILDING PERMIT

PROPERTY OWNER shall ensure that any person or entity, of any kind, applying for a building permit for the Property is advised of this Agreement. The person or firm applying for a building permit for the property shall agree that the building permit is subject to the terms and conditions of this Agreement including, but not limited to, paragraph 12.

13. CONTRACT ADMINISTRATOR

City of Turlock Chief Building Official
156 S. Broadway, Suite 150
Turlock, California 95380-5456
(209) 668-5560

14. GOVERNING LAW

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Stanislaus.

15. WAIVER

In the event that either City or PROPERTY OWNER shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INTEGRATION

This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.

17. MODIFICATION AND AMENDMENT

This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

20. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

SIGNATURE PAGE FOLLOWS

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: _____

Title: _____

Print name: _____

Date: _____

[Signature(s) above must be notarized]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
County of Stanislaus)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal above

EXHIBIT A

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

Parcel One:

Parcel Two:

Parcel Three:

Etc:

EXHIBIT B

IMPACT FEES
City of Turlock
County of Stanislaus
Turlock Unified School District

EXHIBIT C

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 RELEASE OF LIEN
for
DEFERRED PAYMENT OF CAPITAL FACILITY FEES

WHEREAS, on _____, _____ ("Grantor") and the City of Turlock ("Grantee"), entered into an agreement Affecting Real Property and Creating a Lien to Secure Payment of Deferred Residential Development Impact Fees (the "Agreement"), which Agreement was recorded as Document No. _____ in the Official Records of Stanislaus County on _____; and,

WHEREAS, Grantor has satisfied the conditions for a release of lien encumbering certain parcels under said Agreement.

NOW, THEREFORE, the Grantee hereby releases all of its right, title, and interest to the lien in the real property described in Exhibit "1" attached hereto.

CITY OF TURLOCK, a municipal corporation

_____
MICHAEL G. PITCOCK, P.E.
CITY ENGINEER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
County of Stanislaus)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal above

EXHIBIT 1
to
EXHIBIT C
NOTICE OF RELEASE OF LIEN
for
DEFERRED PAYMENT OF CAPITAL FACILITY FEES

LEGAL DESCRIPTION

NOTE TO STAFF: NOT ALL PARCELS MAY BE SUBJECT TO RELEASE.
RELEASE ONLY PARCELS THAT HAVE PAID THE DEFERRED IMPACT FEES.
PLEASE SPECIFY WHICH PARCEL IS TO BE RELEASED

5D

Council Synopsis

July 28, 2015

From: Mike Pitcock
City Engineer/Development Services Director

Prepared by: Mike Pitcock
City Engineer/Development Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Master Agreement between RBK Development, Inc. and Belgravia Land & Development, Inc. and the City of Turlock for the payment of Residential Impact Fees pursuant to Government Code §66007

2. DISCUSSION OF ISSUE:

The development process for residential units begins with the Vesting Tentative Map approval process. This is an entitlement process that gains a property owner or developer an approval for a proposed subdivision. The tentative map lays out the proposed lots, streets and utilities that will be constructed. With the approval of the Tentative Map, the developer locks in its development rights for 3 years with a possible 3 year extension. This process is commonly known as receiving approval for "paper lots" as the actual lots do not exist yet. Following the approval of the Tentative Map, the property owner or developer generally moves in one of two directions. The property owner or developer either begins the process of preparing and recording a Final Map or sells its paper lots to another developer/builder who moves forward with the Final Map process. The recordation of the Final Map subdivides the land into actual physical lots and dedicates the streets, parks, easements etc. to the city as shown on the tentative map.

At the June 23, 2015 City Council meeting, the council approved an Impact Fee Deferral Program that permitted the deferral of fees to close of escrow. That agreement is utilized by developers of physical lots or who have completed the Final Map process. With that program, the impact fees are deferred to close of escrow by placing a lien on the actual physical lot. That lien is cleared at close of escrow and the City is funded at that time.

The Master Agreement before you tonight is an agreement that will be recorded on title of property owner's undivided land that will lock in its right to utilize the fee deferral program following the recordation of the Final Map. As it is transferable, all future owners or developers will also have the right to utilize the fee deferral program.

3. BASIS FOR RECOMMENDATION:

A. **Strategic Plan Initiative:** B. FISCAL RESPONSIBILITY

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

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, such as California State University Stanislaus

Strategic Plan Initiative H. MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

A. None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

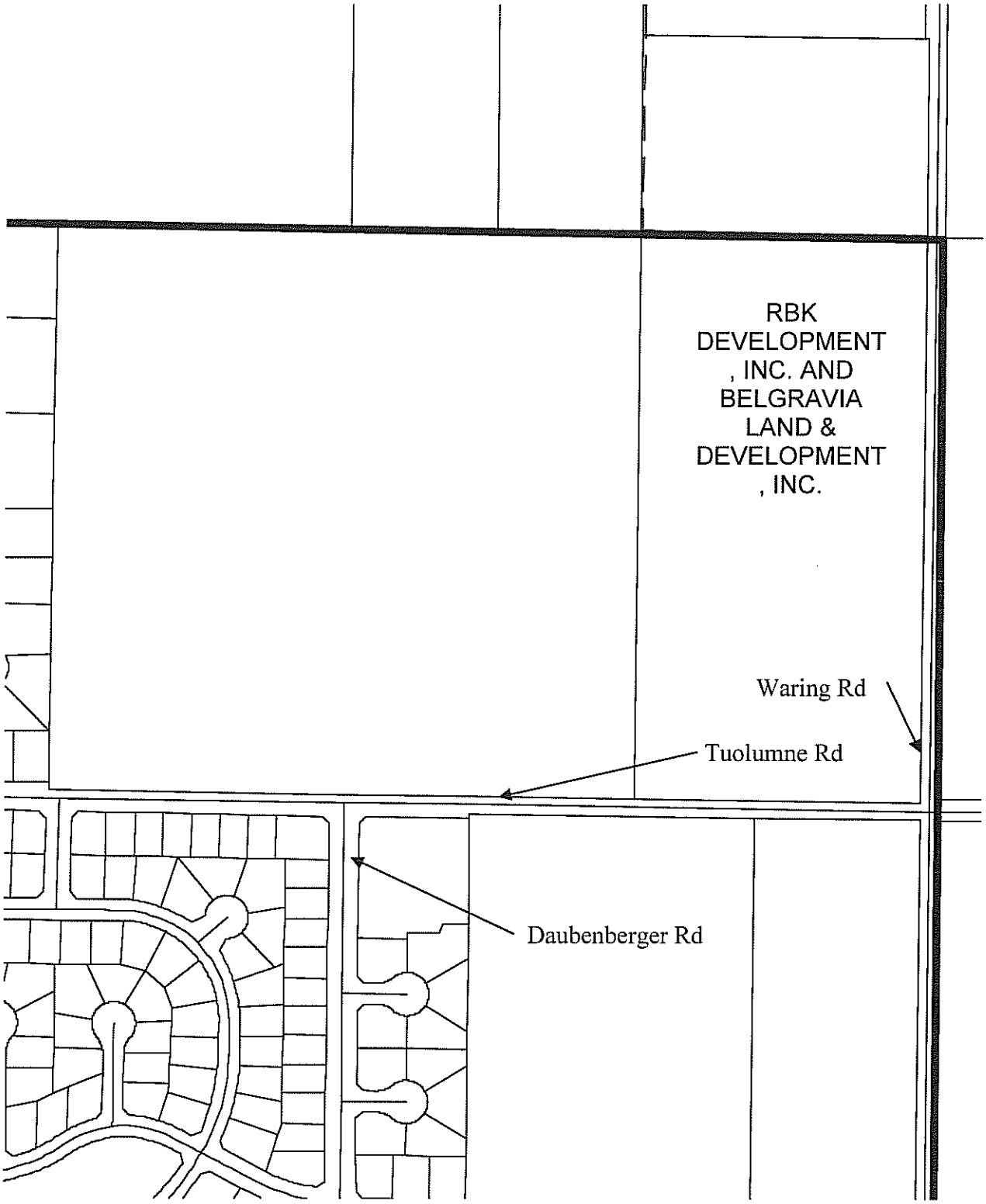
6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Do not approve the master agreement. Staff does not recommend this as the agreement only guaranties the deferral rights.

Location Map



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

_____

_____

_____

- and -

CITY OF TURLOCK
Development Services
Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380

APN: 073-013-004

MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK AND RBK DEVELOPMENT, INC. AND BELGRAVIA LAND & DEVELOPMENT, INC. FOR THE PAYMENT OF RESIDENTIAL DEVELOPMENT IMPACT FEES PURSUANT TO GOVERNMENT CODE §66007

THIS AGREEMENT is made and entered into this 28th day of July, 2015 between the **CITY OF TURLOCK** (hereinafter referred to as "City") and RBK Development, Inc. and Belgravia Land & Development, Inc. (hereinafter referred to as "Developer").

RECITALS

WHEREAS, Developer is the owner of and is seeking entitlements to develop that certain parcel of real property (hereinafter referred to as the "Property") described more fully in Attachment 1 attached hereto.

WHEREAS, Developer is seeking approval to subdivide the Property and is seeking approval to construct residential dwellings on the subdivided lots. A copy of the tentative map is attached as Attachment 2 hereto.

WHEREAS, as a condition of development, the Developer will be required to pay City Impact Fees upon the issuance of a building permit.

WHEREAS, pursuant to Government Code §66007(g) and Resolution 2015-136, the City is willing to defer the collection of the City Impact Fees set forth on Attachment 3 until escrow closes for the sale of each individual residential dwelling.

OK for Agenda

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Following proper request and submission of the required documents that meet all local and state requirements, the City will issue the building permits for construction of the residential dwellings on the Property;

2. Upon issuance of each building permit, the City will calculate the City Impact Fees, that would normally be due and payable upon issuance of the building permit;

3. The City will defer collection of the City Impact Fees until the close of escrow for the sale of each individual residential dwelling;

4. As a condition of issuance of each building permit, the City and Developer will enter into an agreement for the payment of the City Impact Fees that substantially conforms to the form of Agreement attached as Attachment 4 hereto.

5. The parties further agree that each properly executed agreement for the payment of the City Impact Fees shall be recorded against the specified parcel and as set forth in the Agreement attached as Attachment 4, shall be a lien against the specified parcel, and the lien shall be satisfied and paid, upon the close of escrow, from the proceeds deposited into the escrow accounts opened following the execution of each individual residential real property sales contract, in accordance with the terms of the Agreement set forth in Attachment 4.

6. The Parties finally agree to the following terms and conditions:

    a. Governing Law. This Agreement and the attachments attached hereto have been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law.

    b. Assignment. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the Developer. As used in this Section, the term "successors" shall refer to the successors to all or substantially all of the assets of a party and to a party's successors by merger or consolidation. Developer shall have the right to assign this Agreement without the consent of the City.

    c. Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All

prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

d. Modification and Amendment. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

e. Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

f. Waiver. In the event that either the City of the Developer shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

g. Integration. This Agreement, together with the attachments attached hereto, constitute the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or cotemporaneous understandings, written or oral.

h. Authority to Execute. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

SIGNATURE PAGE FOLLOWS

RBK DEVELOPMENT, INC. AND BELGRAVIA LAND & DEVELOPMENT, INC. By:_____ By:_____ *[Signature(s) above must be notarized]*	**CITY OF TURLOCK** a municipal corporation By:_____ Gary Soiseth, Mayor or _____ Roy W. Wasden, City Manager APPROVED AS TO FORM: By:_____ Phaedra A. Norton, City Attorney APPROVED AS TO SUFFICIENCY: By:_____ Michael G. Pitcock, P.E., Director of Development Services/City Engineer ATTEST: By:_____ Kellie E. Weaver, City Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California }
County of _____ }

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

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

WITNESS my hand and official seal.

(Seal)

_____
Signature of Notary Public

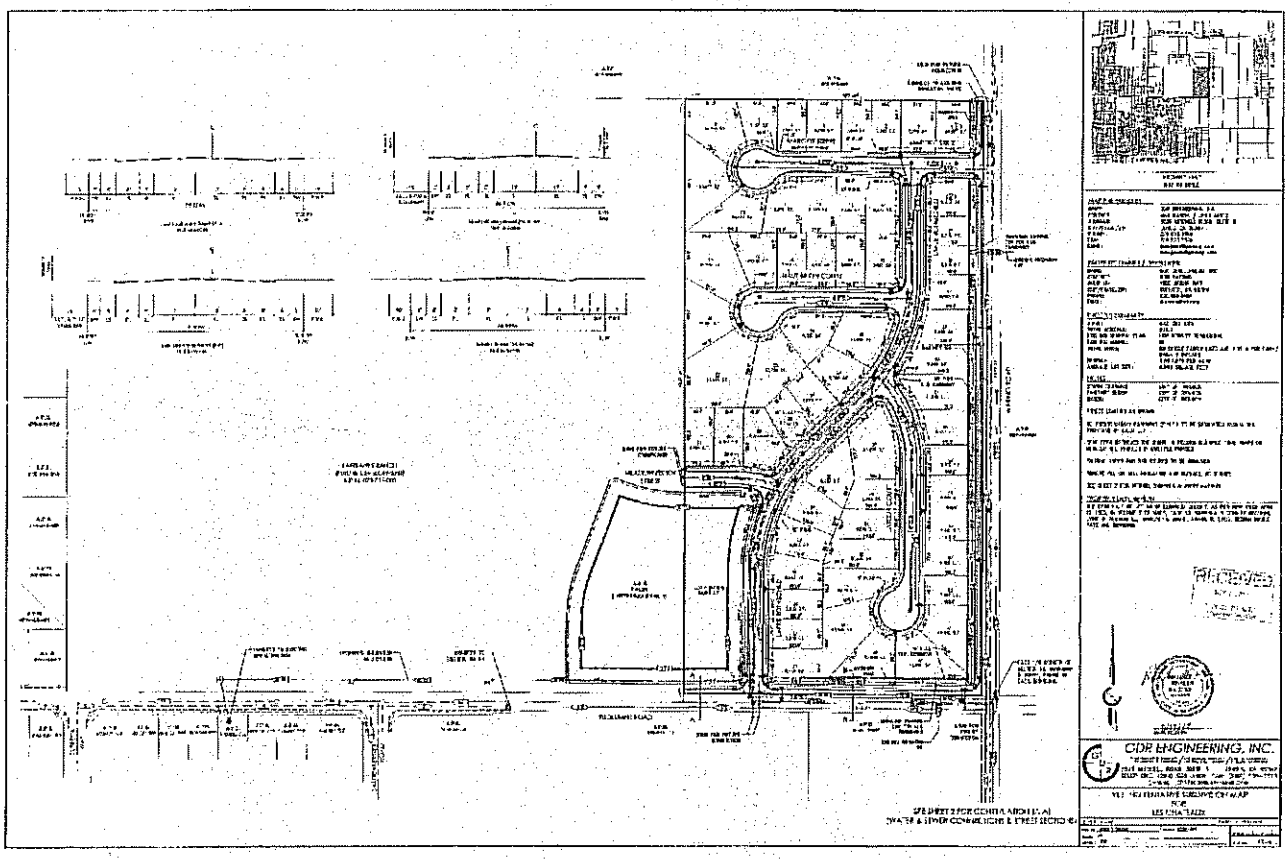
ATTACHMENT 1

073-013-004

The property described in Grant Deed filed as Document No. 2006-0171834-00, on November 22, 2006 in Stanislaus County Records.

ATTACHMENT 2

(La Chateaux) Tentative Map



ATTACHMENT 3

CITY OF TURLOCK
FEES TO BE DEFERRED

1. Street Light Fee
2. Sewer Trunk Line Construction Fee
3. Sewer Capital Expansion Fee
4. Sewer Frontage Fee
5. Water Grid Fee
6. Water Frontage Fee
7. Water Meter
8. Master Storm Drainage Fee
9. Cap. Fac. Fee Road
10. Cap. Fac. Fee P.D.
11. Cap. Fac. Fee General Government
12. Cap. Fac. Fee Fire
13. Cap. Fac. Fee Administration
14. N.W.T.S.P. Fee Sewer
15. N.W.T.S.P. Fee Water
16. N.W.T.S.P. Fee Admin
17. North Area Master Plan Transp. Fee
18. North Area Master Plan Sewer Fee
19. North Area Master Plan Drainage Fee
20. North Area Master Plan Admin Fee
21. NE Trlk Master Plan Transportation Fee

22. NE Trlk Master Plan Sewer Fee

23. NE Trlk Master Plan Drainage Fee

24. NE Trlk Master Plan Water Fee

25. NE Trlk Master Plan Admin Fee

26. E. Tuolumne Master Plan Transp. Fee

27. E. Tuolumne Master Plan Sewer Fee

28. E. Tuolumne Master Plan Drainage Fee

29. E. Tuolumne Master Plan Water Fee

30. E. Tuolumne Master Plan Admin. Fee

31. W.I.S.P. Sewer Fee

32. W.I.S.P. Potable Water Fee

33. W.I.S.P. Administration Fee

34. Park Improvement Fee (Neighborhood)

35. Park Improvement Fee (Community)

36. GIS Development Charges

ATTACHMENT 4

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

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

AGREEMENT
BETWEEN
THE CITY OF TURLOCK
AND

_____
FOR THE PAYMENT OF
RESIDENTIAL DEVELOPMENT IMPACT FEES
PURSUANT TO GOVERNMENT CODE §66007

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, between the **CITY OF TURLOCK** (hereinafter referred to as "City") and _____, (hereinafter referred to as "Property Owner"), who is the owner of the real property described in Exhibit A attached hereto and made a part of this Agreement (hereinafter referred to as "Property").

RECITALS

A. The PROPERTY OWNER is constructing a residential dwelling at _____, Turlock, California 9538_, APN _____.

B. The PROPERTY OWNER, as a condition of development, is required to pay City Impact Fees, County of Stanislaus Impact Fees, Turlock Unified School District Impact Fees, and other City fees for Building Permit ___-_____ totaling $_____ at building permit issuance.

C. Pursuant to Government Code §66007, Resolution 2015-__, and as a condition of issuance of the building permit, the City is willing to defer the collection of certain fees as set forth herein up to close of escrow, pursuant to Government Code §66007(g).

D. The PROPERTY OWNER has agreed to pay $_____ of the total fees at building permit issuance and has requested that all City Impact Fees, as set forth on Exhibit B, in the amount of $_____ be deferred for each parcel/dwelling to close of escrow in

accordance with Resolution No. 2015-136 of the City Council of the City of Turlock, adopted on June 23, 2015 and Government Code §66007(g).

E. The deferred fees are as follows:

City of Turlock Impact Fees ..... $_____

Total Deferral Amount ..... $_____

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PROPERTY AFFECTED

The PROPERTY OWNER holds fee title to the Property Affected and legally described on Exhibit A. The Property consists of one parcel/dwelling for which development impact fees have been deferred and which parcel/dwelling is encumbered by the outstanding fee balance indicated above until the parcel is released upon payment to the City (the "Property Affected").

2. RECORDATION

This Agreement shall be recorded in the office of the Stanislaus County Recorder and, from the date of recordation, pursuant to Government Code §66007(c)(2), shall constitute a lien for payment of the fees or charges set forth herein which shall be enforceable against successors in interest to the PROPERTY OWNER or lessee at the time of issuance of the building permit. This contract shall be recorded in the Grantor-Grantee Index in the name of the City of Turlock as Grantee and in the name of the PROPERTY OWNER as Grantor.

3. LIEN CREATED

In addition to the statutory lien created by paragraph 2, the PROPERTY OWNER hereby expressly grants to City a lien against the Property Affected. Said lien is intended to guarantee the payment in full, plus accrued interest, processing fees, and the cost of collection, if applicable, of the deferred development impact fees. Cost for recording said lien shall be paid for by PROPERTY OWNER.

4. TERM OF PAYMENT

The outstanding fee/lien balance, allocated to each parcel/dwelling listed above, shall be due and payable to City at close of escrow of each parcel/dwelling listed above, notwithstanding Turlock Municipal Code §§8-11-07 and 8-11-08 and pursuant to Government Code §66007(g).

5. OPENING OF ESCROW

The PROPERTY OWNER and any and all assignees or transferees as set forth in Paragraph 11, shall provide written escrow instructions to the escrow holder that the escrow holder shall provide 10 days' written notification to the City of Turlock, Development Services Building and Safety Division, subsequent to the opening of any escrow for the sale of the property for which a building permit was issued for the Property Affected and to provide in the

escrow instructions that the fee or charge to be paid to the City imposing the same from the sale proceeds in escrow prior to disbursing proceeds to the seller.

6. INTEREST AND FEES

No interest or processing fee shall apply if the deferred impact fees are paid in full when they become due. However, should the deferred fees not be paid when due and payable, or should the PROPERTY OWNER be in breach of any provision of this Agreement: (a) interest shall accrue on all unpaid fees from the date of issuance of the initial building permit until the deferred fees and all accrued interest is paid; and (b) an additional One Thousand Dollars ($1,000.00) shall be added to the unpaid amount to cover the initial administrative costs incurred in processing the fee deferral application. If assessed, interest shall be at the annual rate of interest which the City earns on its investment of pooled funds.

7. PRIORITY

The lien created hereunder shall have the same priority as property taxes.

8. RELEASE OF LIEN

Upon full payment of all deferred impact fees and accrued interest pursuant to paragraph 7, if applicable, to City and complete satisfaction of all terms and conditions of this Agreement by the PROPERTY OWNER, the City shall promptly release the lien created hereunder by executing a lien release in substantial form as shown in Exhibit C. Cost for recording said lien release shall be paid for by PROPERTY OWNER. This Agreement shall remain in full force and effect and continue as a lien on the Property Affected until the City of Turlock receives the full amount of the fees, which are the subject of this Agreement.

9. RELEASE OF CLAIMS

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

10. COLLECTION

The City may pursue collection through all available legal and administrative means including, but shall not be limited to, judicial or non-judicial foreclosure of the recorded lien against the Property Affected and/or civil judgment against the PROPERTY OWNER for breach of this Agreement. As part of the obligation secured hereby and in addition to the amount of the deferred fees stated above, there shall be included cost and reasonable expenses and fees,

including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

11. ASSIGNMENT

This Agreement shall not be assigned or otherwise transferred to a person or entity not a party to this Agreement without the express prior written consent of the City. City's written consent will not be unreasonably withheld. Any person or entity seeking assignment or transfer of this Agreement shall execute a written assignment/transfer agreement agreeing to be legally responsible for meeting all of the terms and conditions under this Agreement, and the Resolutions of the City Council adopting standards for fee deferrals. Assignment shall not be effective until the proposed assignee/transferee executes an assignment and assumption agreement, in a form acceptable to the City Attorney, assuming all duties and obligations of the PROPERTY OWNER under this Agreement. Any assignment or transfer not in strict compliance with this provision shall: (a) be null and void; (b) constitute a material breach of this Agreement; (c) cause all impact fees deferred under this Agreement to become due and immediately payable at the time of the attempted assignment or transfer; and (d) cause any and all building permits issued related to the Property to automatically terminate and become null and void.

12. BUILDING PERMIT

PROPERTY OWNER shall ensure that any person or entity, of any kind, applying for a building permit for the Property is advised of this Agreement. The person or firm applying for a building permit for the property shall agree that the building permit is subject to the terms and conditions of this Agreement including, but not limited to, paragraph 12.

13. CONTRACT ADMINISTRATOR

City of Turlock Chief Building Official
156 S. Broadway, Suite 150
Turlock, California 95380-5456
(209) 668-5560

14. GOVERNING LAW

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Stanislaus.

15. WAIVER

In the event that either City or PROPERTY OWNER shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INTEGRATION

This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations,

prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.

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This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

20. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

SIGNATURE PAGE FOLLOWS

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or

_____
Roy W. Wasden, City Manager

Date: _____

_____

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

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

[Signature(s) above must be notarized]

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
County of Stanislaus)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal above

EXHIBIT A

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

Parcel One:

Parcel Two:

Parcel Three:

Etc:

EXHIBIT B

IMPACT FEES
City of Turlock
County of Stanislaus
Turlock Unified School District

EXHIBIT C

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 RELEASE OF LIEN
for
DEFERRED PAYMENT OF CAPITAL FACILITY FEES

WHEREAS, on _____, _____ ("Grantor") and the City of Turlock ("Grantee"), entered into an agreement Affecting Real Property and Creating a Lien to Secure Payment of Deferred Residential Development Impact Fees (the "Agreement"), which Agreement was recorded as Document No. _____ in the Official Records of Stanislaus County on _____; and,

WHEREAS, Grantor has satisfied the conditions for a release of lien encumbering certain parcels under said Agreement.

NOW, THEREFORE, the Grantee hereby releases all of its right, title, and interest to the lien in the real property described in Exhibit "1" attached hereto.

CITY OF TURLOCK, a municipal corporation

_____
MICHAEL G. PITCOCK, P.E.
CITY ENGINEER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
County of Stanislaus)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

Place Notary Seal above

EXHIBIT 1
to
EXHIBIT C
NOTICE OF RELEASE OF LIEN
for
DEFERRED PAYMENT OF CAPITAL FACILITY FEES

LEGAL DESCRIPTION

NOTE TO STAFF: NOT ALL PARCELS MAY BE SUBJECT TO RELEASE.
RELEASE ONLY PARCELS THAT HAVE PAID THE DEFERRED IMPACT FEES.
PLEASE SPECIFY WHICH PARCEL IS TO BE RELEASED

5E

Council Synopsis

July 28, 2015

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

Prepared by: Nathan Bray, P.E.
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No.13-44, "Wet Utility Improvements Around Fourth Street and A Street," is exempt from the provisions of CEQA in accordance with Section 15301

Motion: Awarding bid and approving an agreement in the amount of $325,448 (Fund 413) with Rolfe Construction, of Atwater, California, for City Project No.13-44, "Wet Utility Improvements Around Fourth Street and A Street"

Resolution: Appropriating $280,000 to account number 413-51-534.51161 "Alley Between A & B Street & Fourth & Fifth Street Tie into Storm," to complete the necessary budget appropriations for City Project No. 13-44, "Wet Utility Improvements Around Fourth Street and A Street," with Funds 410 "Water Quality Control" and 420 "Water Enterprise" contributing monies to finance this project

2. DISCUSSION OF ISSUE:

On July 9, 2015 two bids were received for City Project No.13-44, "Wet Utility Improvements Around Fourth St. and A St." Rolfe Construction, of Atwater, California, was the lowest responsible bidder with a bid in the amount of $325,448.

Bid Summary:

COMPANY NAME	BID AMOUNT
Rolfe Construction	$ 325,448
West Valley Construction	$ 610,636

This project will address several maintenance issues including:

- Install a new storm drain system in the alley encompassed by Fourth Street, Lander Avenue, A Street and B Street; and
- Install a new storm drain system on A Street from B Street to A Street; and

- Replace the old, under-sized water and sewer lines in the alley; and
- Replace two manholes and failing sewer lines between the manholes on Lander; and
- Install curb and gutter to address storm water flooding issues; and
- Pave the alley to address storm water pollution.

There has been a history of flooding in this neighborhood as the existing infrastructure is a combined sewer-storm system, which means that there are not separate facilities for sewer and storm water. When it rained, all the storm water was collected and channeled into the sewer system, more often than not resulting in an overflow of sewage. This project will separate the storm water into its own separate facilities thus eliminating the potential for storm water to cause an overflow in this area.

3. BASIS FOR RECOMMENDATION:

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

B) This project will address known maintenance issues and is required to be publically bid as required by the public contract code.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE:

Goal(s): a. Identify avenues to address current deficiencies

iii) Storm Drainage: minimize combined sewer system and replace aging infrastructure as needed

vii) Water & Sewer: replace aging infrastructure as needed

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$ 430,000.00	$ 325,448	$ 32,524.80	$ 32,524.80	$ 39,462.40

The following table presents the current budget for this project, the revised budget and the budget adjustments necessary to complete the appropriations for this project:

	Current Budget	Revised Budget	Adjustment
Water Quality Control			
410-51-534.51161	$300,000	$ -0-	($ 300,000)
410-51-534.xxxxx(trs out)	$ -0-	$107,500	$ 107,500
WQC – Capital Expansion			
413-51-536.51161	$150.000	$430,000	$ 280,000
413-51-536.xxxxx(trs in)	$ -0-	$215,000	$ 215,000
Water Enterprise			
420-52-551.51161	$200,000	$ -0-	($ 200,000)
420-52-551.xxxxx(trs out)	$ -0-	$107,500	$ 107,500

The net effect of these budget adjustments is the following funding allocations:

- Enterprise Fund 410 (Water Quality Control) $107,500
- Enterprise Fund 413 (Water Quality Control – Capital Expansion) $215,000
- Enterprise Fund 420 (Water Enterprise) $107,500

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of the operation, repair, and maintenance of existing utility lines. In accordance with Section 15301 (c) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

7. ALTERNATIVES:

A. Reject all bids submitted for this project. Staff does not recommend this alternative because the project is needed to address known maintenance issues.

CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Wet Utility Improvements Around Fourth Street and A Street
PROJECT NUMBER: 13-44
BID OPENING: July 9, 2015
2:00 PM
ANTICIPATED COUNCIL AWARD DATE: July 28, 2015

				ENGINEER'S EST.		1 Rolfe Construction		2 West Valley Construction	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$19,100.00	$19,100.00
2	Demolition and Removal of Improvements	LS	1	$25,000.00	$25,000.00	$14,000.00	$14,000.00	$42,200.00	$42,200.00
3	Earthwork	LS	1	$35,000.00	$35,000.00	$7,000.00	$7,000.00	$41,300.00	$41,300.00
4	Construction Project Sign	EA	2	$800.00	$1,600.00	$2,000.00	$4,000.00	$1,540.00	$3,080.00
5	Shoring	LS	1	$5,000.00	$5,000.00	$2,600.00	$2,600.00	$5,450.00	$5,450.00
6	Erosion Control	LS	1	$1,250.00	$1,250.00	$5,500.00	$5,500.00	$8,070.00	$8,070.00
7	Temporary Traffic Control	LS	1	$15,000.00	$15,000.00	$7,200.00	$7,200.00	$40,200.00	$40,200.00
8	HMA	TN	320	$65.00	$20,800.00	$154.00	$49,280.00	$189.00	$60,480.00
9	AB	CY	226	$55.00	$12,430.00	$72.50	$16,385.00	$175.00	$39,550.00
10	Minor Concrete (Curb and Gutter)	LF	125	$42.00	$5,250.00	$73.00	$9,125.00	$107.00	$13,375.00
11	Minor Concrete (Vertical Curb)	LS	1	$500.00	$500.00	$2,900.00	$2,900.00	$408.00	$408.00
12	Minor Concrete (Driveway)	EA	1	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$5,240.00	$5,240.00
13	Minor Concrete (Alley Approach)	EA	2	$3,000.00	$6,000.00	$2,000.00	$4,000.00	$5,280.00	$10,560.00
14	Minor Concrete (Valley Gutter)	LF	406	$65.00	$26,390.00	$32.50	$13,195.00	$119.00	$48,314.00
15	Storm Drain Manhole #1	LS	1	$2,500.00	$2,500.00	$2,800.00	$2,800.00	$7,400.00	$7,400.00
16	Storm Drain Manhole #2	LS	1	$2,750.00	$2,750.00	$2,800.00	$2,800.00	$7,490.00	$7,490.00
17	Storm Drain Manhole #3	LS	1	$2,750.00	$2,750.00	$2,800.00	$2,800.00	$7,580.00	$7,580.00
18	Storm Drain Manhole #4	LS	1	$2,500.00	$2,500.00	$2,800.00	$2,800.00	$7,100.00	$7,100.00
19	Sewer Manhole #1	LS	1	$2,500.00	$2,500.00	$6,000.00	$6,000.00	$7,130.00	$7,130.00
20	Sewer Manhole #2	LS	1	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$3,470.00	$3,470.00
21	Sewer Manhole #3	LS	1	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$3,470.00	$3,470.00
22	Drop Inlet	EA	2	$2,500.00	$5,000.00	$3,300.00	$6,600.00	$6,160.00	$12,320.00
23	18" Storm Drain Pipe (PVC)	LF	662	$75.00	$49,650.00	$53.50	$35,417.00	$112.00	$74,144.00
24	10" Sewer Pipe (SDR 26)	LF	107	$50.00	$5,350.00	$132.00	$14,124.00	$291.00	$31,137.00
25	8" Sewer Pipe (PVC C-900, Class 200)	LF	398	$60.00	$23,880.00	$51.00	$20,298.00	$76.00	$30,248.00
26	Reconnect Sewer Laterals	EA	8	$500.00	$4,000.00	$950.00	$7,600.00	$1,480.00	$11,840.00
27	Reconnect Sewer Lateral (4th Street)	LS	1	$500.00	$500.00	$6,700.00	$6,700.00	$1,040.00	$1,040.00
28	8" Water Line (C-900, Class 200)	LF	496	$75.00	$37,200.00	$44.00	$21,824.00	$65.00	$32,240.00
29	4th Street Water Connection	LS	1	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$4,610.00	$4,610.00

30	A Street Water Connection	LS	1	$3,000.00	$3,000.00	$3,400.00	$3,400.00	$4,540.00	$4,540.00
31	B Street Water Connection	LS	1	$3,000.00	$3,000.00	$3,800.00	$3,800.00	$4,870.00	$4,870.00
32	Reconnect Water Service	EA	6	$1,000.00	$6,000.00	$1,000.00	$6,000.00	$1,390.00	$8,340.00
33	Water Valves and Fittings	LS	1	$5,500.00	$5,500.00	$5,300.00	$5,300.00	$4,230.00	$4,230.00
34	Striping and Pavement Markings	LS	1	$1,250.00	$1,250.00	$3,000.00	$3,000.00	$5,680.00	$5,680.00
35	Final Cleanup	LS	1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$4,430.00	$4,430.00
Total =					**$341,550.00**		**$325,448.00**		**$610,636.00**

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 13-44

Wet Utility Improvements Around Fourth Street and A Street

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

Rolfe Construction Co.
3573 Southern Pacific Avenue
Atwater, CA 95301

hereinafter called "Contractor" on this 28th day of July, 2015 (hereinafter called the "Agreement").

RECITALS

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

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

C On July 28, 2015, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: remove and replace existing sewer line and water line, install new storm drain line, construct manholes and catch basins, trench paving, construct driveways and alley approaches and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete

and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. **The Contract:**

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

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

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

3. **Schedule:**

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

4. **Equipment & Performance Of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 13-44, "Wet Utility Improvements Around Fourth Street and A Street ."**

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

5. **Contract Price:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Three Hundred Twenty Five Thousand Four Hundred**

Forty Eight and NO/100ths Dollars ($325,448.00). Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**
The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Forty Five (45)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

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

9. **Liquidated Damages:**
In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **($250.00)** for each calendar day beyond the date herein provided for

the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining To Payment For Work:

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

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in the Special Provisions Section 1.

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Change Of Contract Price:

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

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

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

(c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

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

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

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

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

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

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

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

The Engineer determines rental costs:

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

Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:

2.1. Rented from equipment business the Contractor does not own.

2.2. The Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

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

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

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

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

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

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of

renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

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

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

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

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

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

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

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

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

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

18. Inspection And Testing Of Materials:

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

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

19. Permits And Care Of The Work:

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

20. Other Contracts:

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

21. Payments To Contractor:

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

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

22. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the

payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City.

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

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

24. Contractor's Insurance:

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

(5) Surety bonds as described below.

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

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

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

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

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

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

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

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

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

25. Proof Of Carriage Of Insurance:

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

26. Wages & Hours Of Employment:

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

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

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

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

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

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor

shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or

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

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

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

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

28. Provisions Cumulative:

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

29. Taxes:

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

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

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

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

30. Notices:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

31. Interpretation:

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

32. Antitrust Claims:

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

33. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 24 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

_____

_____
Print Name

Address: _____
_____
_____
Phone: _____
Date: _____

Federal Tax ID or
Social Security Number: _____

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

_____
Gary Soiseth, Mayor
or

_____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

_____
Phaedra A. Norton, City Attorney

ATTEST:

_____
Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-44, "Wet Utility Improvements Around Fourth Street and A Street ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____day of _____, 20___.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-44, "Wet Utility Improvements Around Fourth Street and A Street ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and

the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

_____

(Principal)

By: X_____

By: X_____

_____

(Surety)

By: X_____

By: X_____

Address:_____

_____

(Zip)

Phone:_____

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $280,000 TO ACCOUNT NUMBER 413-51-534.51161 "ALLEY BETWEEN A & B STREET & FOURTH & FIFTH STREET TIE INTO STORM," TO COMPLETE THE NECESSARY BUDGET APPROPRIATIONS FOR CITY PROJECT NO. 13-44, "WET UTILITY IMPROVEMENTS AROUND FOURTH STREET AND A STREET," WITH FUNDS 410 "WATER QUALITY CONTROL" AND 420 "WATER ENTEPRISE" CONTRIBUTING MONIES TO FINANCE THIS PROJECT	**RESOLUTION NO. 2015-**

WHEREAS, this project is included in the approved FY 2015-16 budget however the various components are in expense accounts instead of transfer accounts; and

WHEREAS, this project will install drainage facilities to address flooding and standing water complaints; and

WHEREAS, this project will replace old, under-sized water lines; and

WHEREAS, this project will replace dilapidated sewer facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $280,000 to account number 413-51-534.51161 "Alley Between A & B Street & Fourth & Fifth Street Tie into Storm," and approve the following budget appropriations to complete the financing for City Project No. 13-44 "Wet Utility Improvements Around Fourth Street and A Street."

	Current Budget	Revised Budget	Adjustment
Water Quality Control			
410-51-534.51161	$300,000	$ -0-	($ 300,000)
410-51-534.xxxxx(trs out)	$ -0-	$107,500	$ 107,500
WQC – Capital Expansion			
413-51-536.51161	$150.000	$430,000	$ 280,000
413-51-536.xxxxx(trs in)	$ -0-	$215,000	$ 215,000
Water Enterprise			
420-52-551.51161	$200,000	$ -0-	($ 200,000)
420-52-551.xxxxx(trs out)	$ -0-	$107,500	$ 107,500

The net effect of these budget adjustments is the following funding allocations:

- Enterprise Fund 410 (Water Quality Control) $107,500
- Enterprise Fund 413 (Water Quality Control – Capital Expansion) $215,000
- Enterprise Fund 420 (Water Enterprise) $107,500

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5F

Council Synopsis

July 28, 2015

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:

Resolution: Authorizing the Mayor, City Manager, or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2015-16

2. DISCUSSION OF ISSUE:

Each year the City works on dozens of capital improvement projects, many of which are funded by federal or state grant funds. One of the requirements for the use of these funds is that the local legislative body must approve specific documents, assurances, and statements related to each individual project, unless signature authority is delegated to one or more city officials.

This delegated signature authority allows for the expedited processing of documents at multiple phases in the project life cycle. In recent years this delegated authority has assisted staff in meeting project deadlines, some of which are imposed last minute with only a few days to respond. Without delegated signature authority these deadlines would not have been met and in some cases the project funding would have been jeopardized. Staff is recommending that Council authorize the Mayor, City Manager, or Director of Development Services / City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2015-2016.

3. BASIS FOR RECOMMENDATION:

A. FHWA, FTA, and the State of California require an authorizing resolution by the local legislative body to delegate signature authority to one or more city officials.

B. Resolution approval will expedite the processing of paperwork to obtain and retain federal and state funding for capital improvement projects.

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, 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. Not approve the resolution and require a resolution be prepared for each federal or state-funded project. Staff does not recommend this alternative due to the fact that this action would delay the process of obtaining federal or state funding and could jeopardize funding allocation for some capital improvement projects.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE MAYOR, CITY MANAGER, OR DIRECTOR OF DEVELOPMENT SERVICES/CITY ENGINEER TO SIGN ALL DOCUMENTS, ASSURANCES, AND STATEMENTS IN REGARD TO ANY AND ALL FEDERAL HIGHWAY ADMINISTRATION (FHWA), FEDERAL TRANSIT ADMINISTRATION (FTA), OR STATE-FUNDED PROJECTS FOR FEDERAL FISCAL YEAR 2015-16	**RESOLUTION NO. 2015-**

WHEREAS, the City of Turlock has a desire and commitment to apply for and receive federal and state funding to construct various city improvement projects throughout the year; and

WHEREAS, certain documents, assurances, and statements, to include right-of-way documents, are required to be approved by the local legislative body, unless approval authority is delegated to one or more city officials through an authorizing resolution; and

WHEREAS, the delegation of this signature authority will allow for the expedited processing of such documents, especially when restrictive federal or state project deadlines are imposed, allowing the City of Turlock to be better positioned to obtain or retain federal and state project funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the Mayor, City Manager, or Director of Development Services / City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2015-16.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5G

Council Synopsis

July 28, 2015

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:

Resolution: Authorizing the federal funding under FTA Section 5339 with the California Department of Transportation

2. DISCUSSION OF ISSUE:

Federal funding for capital improvements related to the City's transit system, such as the purchase of new buses or the building of new transit facilities, exists in the Federal Transit Administration's (FTA) Section 5339 program. The City is seeking to request funds under this program. One of the initial steps in the process is an FTA requirement for the local agency to pass a resolution with specific wording that delegates authority for signing the various documents required throughout the process.

This delegated signature authority allows for the expedited processing of documents at multiple phases in the project life cycle. In recent years this delegated authority has assisted staff in meeting project deadlines, some of which are imposed last minute with only a few days to respond. Without delegated signature authority these deadlines would not have been met and in some cases the project funding would have been jeopardized. Staff is recommending that Council authorize the Mayor, City Manager, or Director of Development Services / City Engineer to file and execute applications on behalf of the City of Turlock with the Department to aid in the financing of capital assistance projects pursuant to Section 5339 of the Federal Transit Act (FTA Circular 9300.1B); as amended.

3. BASIS FOR RECOMMENDATION:

A. The FTA and the State of California require an authorizing resolution by the local legislative body to delegate signature authority to one or more city officials.

B. Resolution approval will expedite the processing of paperwork to obtain and retain federal and state funding for capital improvement projects.

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, 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. Not approve the resolution and require a resolution be prepared for each federal or state-funded project. Staff does not recommend this alternative due to the fact that this action would delay the process of obtaining federal or state funding and could jeopardize funding allocation for some capital improvement projects.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5339 WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION	**RESOLUTION NO. 2015-**

WHEREAS, the Federal Transportation Administration requires local agencies to adopt a resolution with specific wording for the use of funds under FTA Section 5339; and

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for public transportation systems under Section 5339 of the Federal Transit Act (FTA Circular 9300.1B); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5339 grants for transportation projects for bus and bus facilities; and

WHEREAS, the City of Turlock desires to apply for said financial assistance to permit purchase of capital equipment/vehicle overhaul/rehabilitation in the Turlock urbanized area; and

WHEREAS, the City of Turlock has, to the maximum extent feasible, sought to utilize federal and state assistance, and coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Turlock does hereby authorize the Mayor, City Manager, or Director of Development Services / City Engineer to file and execute applications on behalf of the City of Turlock with the Department to aid in the financing of capital assistance projects pursuant to Section 5339 of the Federal Transit Act (FTA Circular 9300.1B); as amended.

BE IT FURTHER RESOLVED that the Mayor, City Manager, or Director of Development Services / City Engineer is authorized to:

1) Execute and file all certification of assurances, contracts or agreements, or any other document required by the Department
2) Provide additional information as the Department may require in connection with the application for the Section 5339 project(s)
3) Submit and approve request for reimbursement of funds from the Department for the Section 5339 project(s)

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5H

Council Synopsis

July 28, 2015

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:

Resolution: Approving a standard Pavement and Concrete Life Performance Warranty Agreement and authorizing the Mayor or City Manager to execute said agreements with any qualified entities as described in TMC 7-4-207

2. DISCUSSION OF ISSUE:

On February 10, 2015, the Council amended Turlock Municipal Code Title 6, Chapter 4, to add Article 2 regarding excavations. This addition provided for a moratorium on excavations (trenching) for a three year period following the installation of a new street or resurfacing of an existing street, with specific exceptions, as well as established fees for authorized trenching activities beyond the moratorium period. These fees are placed into a separate fund and used only for the repair of trenches within the roadway.

The ordinance also provided an alternative method for maintaining the condition of trenches and the surrounding roadway by allowing utility companies, or their contractors, to execute a warranty agreement with the City by which the utility companies, or their contractors, guarantee their trenching work indefinitely. In an effort to help facilitate use of this alternative, staff developed a boilerplate agreement to achieve the intent and purpose of the ordinance which was subsequently reviewed and approved by the City Attorney.

Through approval of this agreement and the associated resolution the Council will be authorizing the Mayor or City Manager to execute this agreement with various utility companies, or their contractors, thereby allowing them to not pay trenching fees in lieu of the contractual agreement to provide prompt repairs instead. The City will not proactively seek the execution of these agreements; rather, it would be an available option and executed at the request of the applicable third-party.

In the event a qualifying entity elects to execute an agreement with the City, but does not want to use the proposed agreement in its current form, the City would

consider other forms of an agreement proposed by the entity, though any resulting agreement would be brought before the Council for approval and not executed solely by the Mayor or City Manager.

3. BASIS FOR RECOMMENDATION:

A. The proposed agreement supports an existing ordinance and provides an alternative to utility companies to help meet long-term City goals with short-term cost savings.

B. The resolution allows for execution by the Mayor or City Manager, ensuring an efficient and timely turnaround for agreements with standardized language.

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: D. Municipal Infrastructure

Goal(s): A. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment districts, water and sewer enterprise funds as funded by user fees) in:

iv) Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Every qualifying entity that executes a pavement and concrete performance life warranty agreement will no longer be required to pay trenching fees, which will reduce the amount of funding received for construction in our roadways. However, the potential impact to the fund is also reduced, since the responsibility of trench repair for those specific trenches will fall to the qualifying entity. As such, staff expects the execution of such agreements to be cost-neutral.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Approve the agreement as provided, but do not authorize the Mayor or City Manager to execute the said agreement. Under this alternative each agreement would be brought before the Council for specific approval. Staff does not recommend this because the agreement has standard language that will not change, so authorizing a City agent to execute the agreements will expedite their processing and implementation.

B. Reject the agreement and resolution. Staff does not recommend this alternative because it would require each qualifying entity to propose their own version of an agreement, which would need to be specifically reviewed and likely revised as part of a lengthy process. Under this alternative trenching fees would be charged in the meantime, resulting in a financial impact to the other entity.

AGREEMENT

FOR PAVEMENT AND CONCRETE LIFE PERFORMANCE WARRANTY

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter referred to as "CITY," and _____, a public agency, public utility, district formed under the laws of the State of California or contractor hired by a utility owner or applicant and licensed by the State of California, hereinafter referred to as "UTILITY" on this _____ day of _____, 20__ (hereinafter called the "Agreement").

RECITALS

WHEREAS, UTILITY will, from time-to-time, be required to make excavations and trench cuts within the CITY's right-of-way as necessary for the installation and maintenance of UTILITY facilities; and

WHEREAS, CITY has enacted Ordinance No. 1205-CS adding Title 7, Chapter 4, Article 2 to the Turlock Municipal Code, hereinafter referred to as the "Trenching Ordinance," finding that any entity, including CITY owned utilities, making and benefiting from an excavation in the CITY right-of-way be required to pay the CITY a Trench Restoration Fee; and

WHEREAS, in-lieu of paying a Trench Restoration Fee the UTILITY making an excavation in a CITY right-of-way may enter into an Agreement with the CITY that provides a Pavement and Concrete Life Performance Warranty, hereinafter referred to as "Warranty," for the trench influence area of all trenches that entity made or thereafter makes, and which provides that the UTILITY shall repair and restore the affected public right-of-way in the event that subsurface material, pavement or concrete over or within the trench influence area of a street, sidewalk or other public right-of-way section becomes depressed, broken, or otherwise fails at any time after the excavation has been completed, unless the UTILITY demonstrates that the pavement damage is unrelated to the excavation;

WHEREAS, the entities signatory to the Warranty, upon written notice of deteriorated surface conditions within the trench influence area, shall make repairs to the trench influence area affected in a timely fashion, in a manner meeting industry standards, and to the reasonable satisfaction of the City Engineer; and

WHEREAS, UTILITY is willing to provide a Warranty for the quality of its trench restoration work in repairing and replacing the affected area within the trench influence area as near as may be to its former state or so as not to have impaired its usefulness after said trench excavation, except for trench influences areas within street sections that have been fully reconstructed after the excavation or trench occurred; and

WHEREAS, CITY is willing to accept such warranty from UTILITY in-lieu of Trench Restoration Fees, as provided in, and subject to the limitations set forth in, the Trenching Ordinance; and

WHEREAS, all owners, applicants and persons, to include each UTILITY, shall pay penalties in accordance with Turlock Municipal Code Section 7-4-215, for all excavations that take place within a street section subject to a moratorium, unless otherwise exempt.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and UTILITY mutually agree as follows:

1. **WARRANTY:**
   In the event that subsurface material or pavement or concrete over or within the Trench Influence Area becomes depressed, broken, or otherwise fails at any time after an excavation (or joint operation excavation) has been completed by the UTILITY, or its agents, UTILITY hereby guarantees to repair, replace and restore that portion of the affected facility pursuant to the procedure set forth in Turlock Municipal Code Section 7-4-207, for the life of the facility. UTILITY is not obligated to repair subsurface or pavement or concrete damage if the UTILITY demonstrates, to the satisfaction of the City Engineer, that the facility damage is unrelated to the excavation or where the trench influence area is within a street section that has been reconstructed after the excavation or trench occurred. Where additional trench excavations occur within an existing pavement influence area, CITY shall apportion the repair to the applicable parties. Excavations and joint operation excavations made by UTILITY, whether prior or subsequent to the date of this Agreement, shall be subject to this warranty. Should UTILITY fail to repair, replace or restore the affected facilities at any time, after notice and demand by CITY, CITY may cause the repair to be made and charge the amount of the repair to the UTILITY.

2. **ACCEPTANCE OF WORK OR SERVICES:**
   The acceptance of work or services or payment for work or services by the CITY shall not constitute a waiver of any provisions of this Agreement.

3. **ASSIGNMENT:**
   This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of all the parties.

4. **EXECUTION:**
   This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

5. **FORUM:**
UTILITY shall observe and comply with all applicable federal, state, and city statutes, ordinances, regulations, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Any action arising out of this Agreement shall be filed in any court having jurisdiction.

6. **MERGER AND MODIFICATION:**
This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in writing approved by the CITY and signed by all the parties.

7. **NEGATION OF PARTNERSHIP:**
CITY shall not become or be deemed a partner or joint venture with UTILITY or associate in any such relationship with UTILITY by reason of the provisions of this Agreement. UTILITY shall not for any purpose be considered an agent, officer or employee of CITY.

8. **NON-INTEREST:**
No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

9. **WAIVER OF DEFAULT:**
The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

10. **TERMINATION:**
After three (3) failures within a twelve (12) month period by UTILITY to make repair on any warrantied trenches within the jurisdiction of the CITY, upon demand and notice by the CITY, CITY may, at its discretion, terminate this Agreement and enforce Trench Restoration Fees.

This Agreement may be terminated by any party upon ten (10) days written notice, served by mail or personal service, to all other parties, in which case Trench Restoration Fees will begin to be assessed on new trenches, but the obligation to repair trenches constructed prior to termination shall survive termination.

11. **CONSISTENCY WITH APPLICABLE LAW:**
The terms of this warranty are intended to conform to the obligations of UTILITY under State law with respect to UTILITY's use of CITY public rights-of-way, and not to impose additional conditions or obligations not authorized by State law. In the event of a future dispute between CITY and UTILITY concerning UTILITY's obligations hereunder or with respect to UTILITY's use of CITY public rights-of-way, nothing herein shall be deemed to

constitute a waiver by UTILITY of any objection or challenge to any term or condition imposed by CITY on the basis that such term or condition is not authorized under State law or that regulation by the CITY is preempted by State law under Article XI Section 7 of the California Constitution. Nothing herein shall constitute a waiver by CITY of any defense in connection with such a challenge by UTILITY.

12. INDEMNIFICATION:

UTILITY shall defend, indemnify and hold harmless CITY, its legislative body, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, except and in proportion to the extent caused by negligence or willful misconduct of CITY, its legislative body, officers, directors, employees, agents or volunteers.

13. DEFINITIONS:

The definitions set forth in Turlock Municipal Code Article 7-4-2 are incorporated herein by this reference.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 4 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

UTILITY

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

Address:_____

_____

_____

Date:_____

CITY OF TURLOCK

_____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

_____
Phaedra A. Norton, City Attorney

ATTEST:

_____
Kellie E. Weaver, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A STANDARD PAVEMENT AND CONCRETE LIFE PERFORMANCE WARRANTY AGREEMENT AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE SAID AGREEMENTS WITH ANY QUALIFIED ENTITIES AS DESCRIBED IN TMC 7-4-207	**RESOLUTION NO. 2015-**

WHEREAS, the preservation of the condition of public streets and sidewalks is necessary for public safety, as well as to safeguard the investment of the taxpayers; and

WHEREAS, on February 10, 2015, the City Council approved an addition to Turlock Municipal Code (TMC) 7-4 with Article 2 related to excavations, setting in place a moratorium on trenching within new streets for a period of three years and establishing trench cut fees for all other authorized trenching activities; and

WHEREAS, TMC 7-4-207 permits utility companies or their contractors to execute a warranty agreement in lieu of paying fees, thereby maintaining the integrity of the applicable street sections through an alternate method; and

WHEREAS, a standard agreement has been developed that may be used by the City and applicable utility companies or their contractors to accomplish the purpose and intent of TMC 7-4-2 through execution by the applicable third party and the Mayor or City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a standard Pavement and Concrete Life Performance Warranty Agreement and authorizes the Mayor or City Manager to execute said agreements with any qualified entities as described in TMC 7-4-207.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5I

Council Synopsis

July 28, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Michael Cooke, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the City of Ceres for the contract employment of a Water Distribution Operator Grade 4 from the City of Ceres

2. DISCUSSION OF ISSUE:

Based on the City's population, the State Division of Drinking Water classifies the City of Turlock's water distribution system as a Grade 4 (D4) system. This means that the City's Chief Water Distribution Operator must be certified at a D4 level or higher under the State of California's operator certification program.

With the retirement of the City's Utilities Supervisor in May of this year, Turlock no longer has a staff member with a D4 water distribution certification. The Utilities Division has D3 operators who have been tasked with obtaining their D4 certifications as soon as possible. In the meantime, the State Division of Drinking Water has requested that Turlock designate a Chief Distribution Operator with a minimum D4 certification.

The City of Ceres has offered the contract services of their D5 water distribution operator to act as Turlock's Chief Water Distribution Operator. The Ceres staff member will not be located in Turlock on a full-time basis but will consult with the City's Utilities Manager and Utilities Supervisor on a routine basis in matters pertaining to the operation and maintenance of the City's water distribution system. Exhibit A to the agreement outlines the scope of services.

3. BASIS FOR RECOMMENDATION:

A. State law requires Turlock's water system to be overseen by a D4 certified water distribution operator.

B. The most expeditious manner of bringing a D4 certified operator on staff is to contractor with a local agency.

Strategic Plan Initiative:

D) POLICY INITIATIVE – MUNICIPAL INFRASTRUCTURE:

Goal: c. Develop and Execute a Municipal Services Strategic Plan

i) Water

4. FISCAL IMPACT / BUDGET AMENDMENT:

The rate for the Ceres contract employee is $70 / hour; the City will be billed quarterly. The cost of this contract employee will be funded by the Water Enterprise Fund 420-52-550-43320 "Special Services / Projects."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City Council could elect not to enter into the employment services contract with City of Ceres. This alternative is not recommended as State law requires the City of Turlock to have a Chief Water Distribution Operator with a D4 certification.

AGREEMENT

between the

City of Turlock

and the

City of Ceres

1. PARTIES AND DATE

This Agreement is entered into as of July 28, 2015, by and between the **City of Turlock**, California, a municipal corporation ("Turlock"), and the **City of Ceres**, a municipal corporation ("Ceres"). Turlock and Ceres are sometimes individually referred to as a "Party" and collectively as "Parties."

2. RECITALS

A. Turlock requires a Chief Water Distribution Operator who is certified as a D4 water distribution operator or higher.

B. Ceres has water distribution staff that Turlock has determined possess the necessary qualifications to provide the required service.

C. Ceres is willing to provide the services of its D4 water distribution staff on the terms and conditions as set forth in this Agreement.

D. Now, therefore, in consideration of the promises, covenants, and conditions herein contained, the Parties agree as follows:

3. CONTRACT EMPLOYMENT

A. Ceres agrees to provide the D-4 Certified (or higher) Water Distribution Operator services to Turlock on an as-needed, per hour basis over the course of the 2015-2016 Fiscal Year.

B. The services provided by Ceres will be rendered by Ceres staff from City of Ceres buildings and facilities as well as City of Turlock buildings and facilities, as appropriate and necessary. Ceres staff will be available for site visits and meetings as necessary.

C. The services by Ceres are to be rendered under consultation with and direction of Turlock. Ceres shall not be considered as contracting with Turlock for the provision of municipal services or functions within the meaning of Government Code Section 54980 et seq.

D. The services by Ceres staff are being furnished as those of an independent contractor, and Ceres staff shall not be an employee of Turlock.

4. ADMINISTRATIVE PROVISIONS

A. Ceres staff shall act as the D-4 Certified (or higher) Chief Water Distribution Operator for Turlock with duties, authority and responsibilities as defined by Turlock in Exhibit A.

B. Both Parties will prepare an annual work schedule to be mutually agreed to regarding services rendered for the fiscal year.

C. The Parties recognize that workload requirements at either Turlock or Ceres may require temporary adjustments in work schedule, and the Parties will mutually cooperate to accommodate such requirements.

D. Ceres staff will remain full-time employees of Ceres. Ceres will provide employee benefits, general employer supervision, and related administrative overhead, and Ceres will be responsible for the payment of all applicable employment taxes, insurance, pension and related employment benefits.

E. Ceres will ensure that all staff assigned to Turlock shall continually maintain a current Grade 4 or higher Water Distribution Operator certificate from the State of California Water Resources Control Board, Division of Drinking Water.

F. The files and records of each Party shall be maintained only at the offices of that Party.

5. COMPENSATION

A. Turlock agrees to provide compensation to Ceres for services rendered during the term of this Agreement in accordance with the cost methodology contained in Exhibit A.

B. Turlock agrees to reimburse Ceres for staff travel time to the City of Turlock associated with services rendered pursuant to this Agreement. All such reimbursement will be in accordance with Exhibit A attached hereto.

C. Turlock agrees to compensate Ceres for services performed on a quarterly basis and within 30 days receipt of the invoice submitted by Ceres to Turlock.

D. Invoices submitted for payment by Ceres to Turlock shall contain, at a minimum, the number of hours, the name of the staff utilized, the name of the project or projects and a brief description of the tasks performed.

E. Ceres shall notify Turlock in writing of any changes to the estimated staffing costs at least 60 days before such changes are implemented.

6. MISCELLANEOUS PROVISIONS

A. Term

(1) The Term shall be for a period commencing July 1, 2015, and continuing until June 30, 2016. The Parties may extend the Term by a written amendment to this Agreement.

(2) This Agreement may be terminated by either Party, through their City Manager, upon 30 days written notice to the other Party. In the event of termination, all finished or unfinished documents and other materials pertaining to this Agreement shall become the property of Turlock. If this Agreement is terminated as provided herein, Ceres will be compensated for billings incurred prior to the termination date, in accordance with the costs provisions set forth in Exhibit A.

B. Indemnification

(1) Turlock shall fully indemnify, defend and hold Ceres and its officers and employees harmless from and against any claims, demands, liability, damages, costs, and expenses, including, without limitation, bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of: a breach of Turlock's obligations under this Agreement.

(2) Ceres shall fully indemnify, defend and hold Turlock and its officers and employees harmless from and against any claims, demands, liability, damages, costs, and expenses, including, without limitation, bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of: a breach of Ceres's obligations under this Agreement.

(3) These indemnification provisions shall survive termination of the Agreement.

C. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

D. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Stanislaus County, California.

E. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this agreement, which Ceres or Turlock shall be required, or may desire to make, shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

(1) If to Turlock:

Roy Wasden
City Manager
City of Turlock
156 S Broadway Avenue
Turlock, CA 95380

(2) If to Ceres:

Toby Wells
City Manager
City of Ceres
2720 2nd St
Ceres, CA 95307

F. No Third Party Beneficiaries

The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to this Agreement to, any person or entity other than the Parties hereto.

G. Counterparts; Facsimile Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature.

H. Exhibits;

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

I. Entire Agreement

This Agreement represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Agreement may be amended or modified only by a written, fully executed agreement of the Parties.

J. Headings and Titles

The captions of the articles or sections of this Agreement are only to assist the parties in reading this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

7. EXECUTION

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

"Turlock"

CITY OF TURLOCK

By:_____
Mayor

OR

By:_____
City Manager

FORM:

By:_____
City Attorney

ATTEST:

By:_____
City Clerk

"Ceres"

CITY OF CERES

By:_____
City Manager

FORM:

By:_____
City Attorney

ATTEST:

By:_____
City Clerk

EXHIBIT A

SCOPE OF SERVICE – CHIEF WATER DISTRIBUTION OPERATOR (D4 water distribution operator or higher)

The Chief Water Distribution operator shall coordinate with City of Turlock's Utilities Manager and Utilities Supervisor to ensure that Turlock's domestic water system is operated and maintained consistent with the terms and conditions of the domestic water supply permit issued by the State of California Water Resources Control Board, Division of Drinking Water.

In consultation with Turlock's Utilities Manager and Utilities Supervisor, the Chief Water Distribution operator shall ensure that Turlock is properly completing all activities associated with operating and maintaining a D4 domestic water system, including but not limited to:

- Collecting all samples collected as part of domestic water supply permit and transmit all results to the State Water Resources Control Board, Division of Drinking Water.
- Maintaining the routine bacteriologic sampling program to monitor the bacteriologic quality of the municipal water supply.
- Implementing on a continuing basis an effective cross connection control program.
- Recording the water production from each well supply.
- Periodically checking water levels in the municipal well supplies for both static and pumping water levels.
- Establishing and maintaining an up-to-date plan of the water system showing the location of valves, hydrants, storage tanks, water mains, and their size, pumps, wells, and pumping facilities.
- Establishing and maintaining a routine hydrant flushing program with appropriate records for all hydrants.
- Establishing and maintaining a yearly valve operation program with a record keeping system.
- Carrying out all maintenance requirements per manufacturers' specifications and requirements concerning the wells, pumps, controls, flow meters, etc.
- Maintaining the Automatic Water Read (AMR) system and providing water meter reads according to schedule.
- Visually observing the physical condition of all water utility structures (i.e., pump houses, hydrants, storage tanks).
- Supervising and/or observing construction of all new mains, service lines, and/or modifications to the water supply systems.
- Carrying out the necessary maintenance programs to maintain the water supply system in good repair.
- Preparing, distributing, and updating as necessary all operations plans, such as emergency notification and response plan, emergency water shortage, etc.
- Periodically operating the standby power source(s) in order to assure continuous operation of the water supply system.
- Submitting all mandated records and reports to the State of California.

Location and Communication

To perform his / her duties, it is not necessary for the Chief Water Distribution to be located on-site in Turlock. Nevertheless, the Chief Water Distribution operator does have overall responsibility for Turlock's domestic water system as the "operator in charge" and shall be continually available to Turlock on an on-call basis. On a weekly basis, Turlock and Ceres shall review the operation of the Turlock water system via telephone and / or e-mail. On a monthly basis, Ceres shall make at least one site visit to inspect the system and provide guidance to Turlock staff. Furthermore, the Chief Water Distribution operator shall respond to Turlock requests for information, site visits, or any other requested support.

Other Considerations

The fees are a not-to-exceed amount without prior written authorization, and billed on a time and material basis. The proposal is based on the assessment district annual reports and resolutions, provided by the City of Turlock, to be similar to the format currently utilized for the City of Turlock's annual assessment district annual reports.

*Based on the hourly rate

EXHIBIT A (CONTINUED)

City of Ceres Personnel – Hourly Rate Schedule:

Water Distribution Operator D5	$70.00 / hr

Council Synopsis

July 28, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Fallon Martin, Staff Services Analyst

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreement template for development projects that are required to install storm water treatment control measures

Resolution: Authorizing the Mayor, City Manager, or his/her designee to sign submitted Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreements

2. DISCUSSION OF ISSUE:

Under the new State storm water regulations, some development projects will be required to install on-site filter systems to remove contaminants from the storm water before it enters the City's storm drain system. The City of Turlock's Phase II Municipal Separate Storm Sewer System (Small MS4) NPDES permit requires an operations and maintenance statement of responsibility for storm water treatment improvements installed on private property. The statement indicates the current property owner's acceptance of responsibility for the on-going operations, inspections, and maintenance of any installed storm water treatment control measures. It is the responsibility of the current owner to notify the new owner or responsible party in the event of a legal transfer of property. Therefore, the plan and agreement will be recorded with the Stanislaus County Clerk Recorder's Office.

Staff is requesting approval of the template plan and agreement that will be submitted for all development projects that are required to install storm water treatment control measures. The statement of responsibility must be signed by the property owner and submitted during the building plan check process.

To expedite the approval of development projects, Staff is also requesting the authorization of the Mayor, City Manager or his/her designee to sign the Storm Water Operations & Maintenance Plan and Responsibility Agreements without the need to seek further City Council approval. Included with the synopsis is the proposed template plan and agreement.

3. BASIS FOR RECOMMENDATION:

A. As required by the City's Phase II MS4 NPDES permit, acceptance of responsibility by the owner(s) of development projects that require the installation of storm water treatment control measures is a required task and allows the City to stay in compliance with the permit.

B. The Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreement is a template agreement and will have no modifications as to the language used within the agreement; therefore, it would be more efficient to have the approval of the City Manager or his/her designee to sign submitted agreements.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the proposed template Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreement. This alternative is not recommended as this is a required task in the City's Phase II MS4 NPDES permit and an efficient way of executing such required plans and agreements.

RECORDING REQUESTED BY:
CITY OF TURLOCK

When Recorded Mail to:
City of Turlock
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, CA 95830-5454

The above space reserved for recorder's office

OPERATIONS & MAINTENANCE AGREEMENT

CITY OF TURLOCK
MUNICIPAL SERVICES DEPARTMENT
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380-5454 (209) 668-5590

Storm Water Operations & Maintenance Plan

Property Owner Information:

PROPERTY OWNER NAME:					
Name of Contact Person:					
Mailing Address:					
City:		State:		Zip:	
Telephone:		Email:			

Development Information:

NAME OF DEVELOPMENT					
Development Address:					
City:		State:		Zip:	
Legal Description (Exhibit A):					
Assessor Parcel No.:					
Name of Person or Organization Responsible for Performing Inspections and Maintenance of the Treatment Control Measures:					
Mailing Street Address:					
City:		State:		Zip:	
Telephone:		Email:			

OK for Signature

Treatment Control Measures:

List the treatment control measures at the development and their inspection frequencies (minimum of once per year). For each treatment control measure, describe conditions that require maintenance or repair. Describe preventative maintenance needed to keep the treatment control measure effective.

TREATMENT CONTROL MEASURE	INSPECTION FREQUENCY	DESCRIBE CONDITIONS THAT REQUIRE MAINTENANCE / REPAIR AND DESCRIBE ROUTINE PREVENTATIVE MAINTENANCE

Storm Water Operations & Maintenance
Certificate of Responsibility Agreement

THIS AGREEMENT is made and entered into in _____, California, this ____ day of _____, by and between _____ hereinafter referred to as "Owner" and the City of Turlock.

WHEREAS, the Owner owns real property ("Property") in the City of Turlock, State of California, depicted on the attached map, which is attached hereto and incorporated herein; and

WHEREAS, at the time of initial approval of the development project known as _____ within the Property described in Exhibit A, the City of Turlock required the project to employ on-site control measures to minimize pollutants in urban runoff, pursuant to the National Pollutant Discharge Elimination System (NPDES) Phase 2 General Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS, the Owner has chosen to install the following treatment control measures: _____, hereinafter referred to as "facilities", as the on-site control measures to minimize pollutants in urban runoff; and

WHEREAS, said facilities have been installed in accordance with the requirements of the City of Turlock Post-Construction Standards Plan and the Owner's plans and specifications accepted by the City of Turlock; and

WHEREAS, said facilities installed on private property, are private facilities with all operation, maintenance, and replacement therefor the sole responsibility of the Owner, and may be used to convey storm water to or from private or public property; and

WHEREAS, the Owner is aware that periodic and continuous maintenance (as described on page 1 of this O&M Plan), including, but not necessarily limited to, sediment removal, is required to assure peak performance of the facilities and that, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. Owner hereby provides the City of Turlock or City of Turlock's designee complete access, of any duration, to the facilities and its immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by City of Turlock with no advance notice, for the purpose of inspection, sampling, testing of the facilities, and in case of emergency, to undertake all necessary repairs or other preventative measures at owner's expense as provided in paragraph 3 below. The Owner/Operator shall retain all operation and maintenance records at the facility for City of Turlock inspection, and a copy shall be provided to the City of Turlock if requested. The City of Turlock shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

2. Owner shall use its best efforts to diligently maintain the facilities, pursuant to the NPDES Phase 2 MS4 General Permit, in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s)

from the facilities and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time.

3. When requested from time to time by the City of Turlock, the Owner shall provide the City of Turlock with documentation identifying the operations and maintenance performed at the facility, material(s) removed, the quantity, and disposal destination.

4. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the City of Turlock, the City of Turlock is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs, attorney fees and interest thereon at the statutory rate from the date of the notice of expense until paid in full, and Owner hereby agrees to pay such charge within 30 days of receipt of City of Turlock's written demand for payment.

5. The City of Turlock may require the owner to post security in a form and for a time period satisfactory to the City of Turlock to guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under this Agreement, the City of Turlock may, in the case of a cash bond, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of this Agreement. As an additional remedy, the City of Turlock may withdraw any previous storm water related approval with respects to the property on which the facilities have been installed until such time as the Owner repays to City of Turlock its reasonable costs incurred in accordance with paragraph 4 above.

6. It is the Owners responsibility to submit an annual self-certification form each year to the City of Turlock, which certifies all inspections and maintenance has been performed per page 1 of the O&M Plan and that the facilities are in effective working condition. If the inspection report is not received within 60 days of when it is due, the City of Turlock will perform the inspection and assessment; and the Owner will be billed for it as described above.

7. In event of legal action occasioned by any default or action of the Owner, or its successors or assigns, then the Owner and its successors or assigns agree(s) to pay all costs incurred by the City of Turlock in enforcing the terms of this Agreement, including reasonable attorney fees and costs, and that the same shall become a lien against said Property.

8. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property.

9. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the City of Turlock at the same time such notice is provided to the successor. This Agreement shall be recorded in the Office of the Stanislaus County Clerk Recorder.

10. Any notice or demand for payment to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to addresses listed on Page 1 of this agreement either for the Owner or the City of Turlock. Notice(s) shall be deemed effective upon receipt,

or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

11. Owner, its heirs, successors, executors, administrators, and assigns shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the burdens, benefits, obligations, and performance of this Agreement by the Owner or its heirs, successors, executors, administrators, and assigns as described herein.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke,
Municipal Services Director

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

OWNER,

By: _____
Owner

Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE MAYOR, CITY MANAGER OR HIS/HER DESIGNEE TO SIGN SUBMITTED STORM WATER OPERATIONS & MAINTENANCE PLAN AND CERTIFICATE OF RESPONSIBILITY AGREEMENTS	**RESOLUTION NO. 2015-**

WHEREAS, in 2013 the State Water Resources Control Board adopted the Phase II Small Municipal Separate Storm Sewer System (Small MS4) General Permit that specifically requires the City of Turlock to comply with detailed regulations; and

WHEREAS, the permit requires an operations and maintenance verification program for development projects that must install storm water treatment control measures with specific elements to be included in the program; and

WHEREAS, the Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreement meets the required elements of the verification program stated in the Phase II Small MS4 General Permit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the Mayor, City Manager or his/her designee to sign submitted Storm Water Operations & Maintenance Plan and Certificate of Responsibility Agreements.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5K

Council Synopsis

July 28, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: James Silveira, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the acceptance of a Spay and Neuter Grant from the California Department of Agriculture, in the amount of $7,500, to be deposited into revenue account 266-20-255-348.35069 "Animal Services - Spay & Neuter Grant"

2. DISCUSSION OF ISSUE:

Animal Services applied for and received a Spay and Neuter grant from the California Department of Agriculture in the amount of $7,500.00 to be utilized to assist with the cost associated with the spay and neuter program. This grant may not be used to supplant any other grant and is in addition to any other funding source. There is no in kind match requirements.

This grant is currently available on a yearly basis and is granted on a first come basis until all funding is spent. Our application was successful during this year's process.

3. BASIS FOR RECOMMENDATION:

A. City Council approval is required to accept the grant funds and deposit them into a revenue account.

B. City Council approval is required to appropriate grant funding from the revenue account to the expense account.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

When the 2015-16 budget was prepared, Staff anticipated receiving this grant and therefore included the revenue and corresponding expenditure

appropriations in the budget for Fund 266 "Police Services Grants" under program 348 "Animal Control". No additional appropriations are needed at this time.

This grant does not have any General Fund impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may decide to not accept grant.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF A SPAY AND NEUTER GRANT FROM THE CALIFORNIA DEPARTMENT OF AGRIGULTURE, IN THE AMOUNT OF $7,500 TO BE DEPOSITED INTO REVENUE ACCOUNT 266-20-255-348.35069 "ANIMAL SERVICES -SPAY & NEUTER GRANT"	**RESOLUTION NO. 2015-**

WHEREAS, an application for a Spay and Neuter Grant was completed by Turlock Police Department Animal Services Unit; and

WHEREAS, the grant for the amount of $7,500 was awarded to the Turlock Police Department Animal Services Unit; and

WHEREAS, receipt of the grant was anticipated when the Fiscal Year 2015-16 budget was prepared and the necessary appropriations to the revenue and expenditures accounts are already included in the budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the acceptance of a Spay and Neuter Grant from the California Department of Agriculture, in the amount of $7,500, to be deposited into revenue account 266-20-255-348.35069 "Animal Services - Spay & Neuter Grant."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5L

Council Synopsis

July 28, 2015

From: Robert Jackson, Police Chief

Prepared by: Nino Amirfar, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an annual maintenance agreement with Mo-Cal Office Solutions for one (1) Kyocera multifunctional photocopier for a period of thirty-six (36) months, based on a cost per copy and annual base rate

2. DISCUSSION OF ISSUE:

The Police Department purchased one (1) copier for their Special Operation Division, Street Crime Unit. The new unit is a multifunction copier and is energy efficient; at 29% lower power consumption than the previous models and at a lower cost per copy rate. In addition, the new copier also has built-in fax functionality, which will allow us to eliminate the old free standing fax machines as they have reached the end of their useful life and their associated cost for repairs and supplies has increased.

The maintenance agreement with Mo-Cal Office Solutions includes service calls, service labor, toner and all replacement parts necessary to keep the equipment working within the manufacturer's specifications. The copier is a necessity for the daily operation of the City.

The maintenance agreement is based on an annual fee, plus a cost per copy for overages at a rate of $0.01. Only if copies exceed 1,666 copies per month, based on 20,000 copies annually.

Type of Equipment	Annual Maintenance Cost	Overage – Cost per Copier over 20,000
Kyocera Taskalfa 3540IDN	$200	$0.01

The standard service call rate with Mo-Cal and other companies is approximately $125 per service call, plus additional cost for parts, labor and supplies, without an annual maintenance and service agreement.

3. BASIS FOR RECOMMENDATION:

A new copier is needed for Turlock Police Department Special Operation Division for their Street Crimes Unit.

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

$200 annual, plus overage rate at a cost per copy of $0.01.

Budget Amendment
110-20-200.43065 Police Copier Lease/Maintenance

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may elect not to approve the maintenance and service agreement. Staff does not recommend this alternative. The City will pay a standard rate charge of $125 per hour for each service call, plus replacement parts and supplies.

mo-cal
OFFICE SOLUTIONS
Gaining Trust Through Service Since 1985

1311 Woodland Ave. Suite 2 - Modesto, Ca. 95351
Phone (209)529-8121 Fax (209)529-8162

Maintenance Agreement

142904-01
Agreement Number

Billing Information	Location Information
Name: CITY OF TURLOCK	Name: CITY OF TURLOCK-FINANCE OFFICE A/P
Address: 156 S. BROADWAY STE. 112	Location: TURLOCK POLICE DEPT- SPECIAL OPERATIO
TURLOCK, CA 95380-5454	Address: 244 N BROADWAY
Contact: BETTY GONZALEZ /AP	TURLOCK, CA 95380
Phone: 209/668-5599 EXT 4406	Contact: NINO AMIRFAR
Fax: 209/668-5695	Phone: 664-7371
Email: BGONZALEZ@TURLOCK.CA.US	Fax: 678-6286

Equipment / Rate Information

☐ See Attached Equipment List

Make/Model: KYOCERA TASKALFA 3540IDN Serial Number:

Starting Date:
Base Rate: $200.00
Overage Rate B/W: $0.01000

Beginning B/W Meter: 0
IncludesB/WPages: 20,000
Overage Rate Color:

Beginning Color Meter: 0
Includes Color Pages: 0

Base schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☐ Monthly
Overage schedule	☑ Annual	☐ Semi-Annual	☐ Quarterly	☑ Monthly

Network Support Addendum: $250.00/YEAR ☐ Approved ☒ Declined (Reference Item 13 on page 2)

Exclusions

This Agreement will cover the costs for adjustments, repairs and or replacement of parts and supplies. Paper, staples and any items checked below will be excluded.

☐ BlackToner	☐ ColorToner	☐ BlackInk	☐ ColorInk	☐ MaintenanceKits
☐ Developer	☐ DeveloperUnit	☐ FuserUnit/rollers	☐ ImagingUnit (PCU)	☐ Drum/Drum Unit

See Agreement Provisions for additional exclusions.

☑ Accept, please sign below ☐ Decline _____ Please initial and return to MoCal

Customer Signature _____ Print Name / Title _____ Date _____

MoCal Office Solutions _____ Date _____

OK for Agenda

Agreement Provisions

1. Terms
This Agreement shall become effective upon signed receipt by MoCal Office Solutions. This Agreement is assigned to the equipment specified on page 1 and the customer. If the equipment is sold to another individual or company then this Agreement may be transferred if authorized by MoCal Office Solutions.

2. Purpose
This Agreement services provide for the adjustment, repairs and replacement of covered parts/supplies necessary to maintain proper operation within the manufactures' specifications. The equipment covered by this Agreement must be operated according to the manufactures guidelines. This Agreement will not cover any item(s) excluded on the first page or doors, covers, keyboards, operation panels, print controller boards, scanner boards, fax boards, network interface boards, installation of print drivers, installation of supplemental software or troubleshooting of printing, scanning or network issues.
Service will be provided between normal working hours, 8:00am to 5:00pm, Monday through Friday, excluding holidays.
The customers' use of unauthorized parts, components, modifications, supplies or personnel to effect repairs or changes will cause this Agreement to be null and void.

3. Liability
The customer shall bear all risk of loss to the equipment or loss arising out of its use. MoCal Office Solutions shall not be liable for any incidental or consequential damage from any cause whatsoever. MoCal Office Solutions will not be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage of losses resulting from accident, misuse, neglect, vandalism or theft, events such as fire, theft, water damage, lightening, electrical power failure or for any other cause external to the machine are not covered by this Agreement.
MoCal may assist with driver and software installation on your computers. These professional services are performed under your ultimate direction and are provided on a "Best Efforts" basis. You are responsible for evaluating our work and its results, and for determining the suitability of resulting products or recommendations to your business environment. MoCal Office Solutions makes no warranties, expressed or implied, concerning computer hardware, software, systems, or programs, or other products of any type, which may be produced or procured as a result of these services. MoCal Office Solutions is not responsible for any actual or consequential damages that may arise from these professional services. The Customer acknowledges that is the Customer's responsibility to maintain a current backup of their program and data files. MoCal Office Solutions cannot be responsible for any lost data or programs.

4. Shop Reconditioning
When the equipment has exceeded the maximum number of maintenance rebuilds MoCal Office Equipment will perform a shop reconditioning. This repair will replace worn items not part of the normal maintenance cycle. This repair is not covered by this Agreement and a written estimate will be provided before any work is performed. If the customer declines this work, then paper feed reliability and copy quality will not be guaranteed.

5. Supplies
Supplies provided under this Agreement will be provided upon request, up to manufactures expected yields. ~~There will be a $7.00 delivery fee for all supplies that are shipped. All emergency deliveries (same day / next day) may be provided for a fee of $15.00.~~
Supplies provided by MoCal Office Solutions are designed for and approved by MoCal Office Solutions. If other supplies are used and damage equipment components, then such repairs will not be covered by this Agreement and billed on a time and materials basis.

6. Relocation
This Agreement is assigned to the equipment at the location specified on page 1. This Agreement may be transferred to another location providing the equipment is located within a MoCal Office Solutions service area.
Equipment moves can be provided on a time and materials basis. Damage to equipment during a move by non-MoCal Office Solutions staff may be repaired on a time and material basis.

7. Renewals and Cancellations
This Agreement will automatically renew at the end of each year.
The maintenance rate will not be increased during the first twelve months of the Agreement start date and will not be increased more than fifteen percent during any twelve month period thereafter. * Per CPI
The Customer may not cancel this Agreement any time within thirty six months of the start date. After the initial 36 months, customer may cancel this Agreement with a 30 day cancellation notice. Such notice must include payment for all outstanding invoices, ~~plus a $300.00 cancellation fee.~~
MoCal Office Solutions may cancel this Agreement at any time by issuing a 30 day cancellation notice.

8. Training
To insure proper operation MoCal Office Solutions will provide training on the use and care of the equipment. If personnel changes require additional training then MoCal Office Solutions will provide training, at no cost, up to twice a year. It is the customers responsibility to insure that their staff is properly trained. Service calls resulting from misuse of the machine may be billed on a time and material basis.

9. Fees
All Agreement fees are due and payable within 30 days of receipt. A late charge of 1 ½ % will be assessed on all unpaid balances. The Customer agrees to pay a $25.00 fee for each check return for insufficient funds.
California law shall govern this Agreement. In the event the Customer defaults in payment the Customer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt.

10. Amendments
No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by MoCal Office Solutions and the Customer.

11. Electric Service
Customer agrees to provide suitable electric service for the operation of this equipment. A surge suppressor is required on all equipment. Copier equipment greater than 50 copies per minute will require a dedicated, isolated, electrical circuit. In the event a problem occurs due to inadequate electric service then all service calls will be billed on a time and materials basis.

12. Environmental Conditions
The equipment must be in a clean and temperature controlled environment as specified in the owners/technical service manuals. This includes adequate spacing on the rear and each side of the equipment.

13. Network Services
The Network Support Addendum provides 10 hours of telephone or onsite support for printing and scanning issues for this equipment. This service will assist with installing print drivers, printing issues, configuring the equipment for scan to email, scan to folder and address book management. If the Network Support Addendum services are declined, then all services can be provided on a time and material basis.

MoCal Office Solution does not repair or troubleshoot computers, software, network or network cabling issues. Please contact your companies' computer / network administrator/consultant.

14. Color Prints / Copies (color devices only)
The equipment's ability to generate an exact color match is not guaranteed. Service support to assist with color matching can be provided on a time and material basis. Machine damage from improper use of print media or media not approved by the manufacturer specifications are not included in this Agreement. Any subsequent repairs may be performed on a time and material basis. Please refer to your operators manual or contact your MoCal Office Solutions representative for approved media before use.

15. This Agreement does not include support of any associated documents storage/document management software or solutions that may be connected to the covered equipment.

* As per Paragraph 5 of City's Addendum.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

MO-CAL OFFICE SOLUTIONS ("CONTRACTOR")

Dated: JULY 28, 2015

City Contract No. 15-084

Contractor's Contract No. 142904-01

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or CONTRACTOR shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the 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: CONTRACTOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

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

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

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

3. TERM: The term of this Agreement shall be for a period of sixty (60) months beginning August 1, 2015 and ending July 31, 2020, subject to CITY's availability of funds.

4. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONTRACTOR.

5. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

ADDENDUM TO
CITY OF TURLOCK
SERVICE AGREEMENT

MO-CAL OFFICE SOLUTIONS ("CONTRACTOR")

Dated: JULY 28, 2015

City Contract No. 15-084

Contractor's Contract No. 142904-01

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MO-CAL OFFICE SOLUTIONS

By: _____

Title: _____

Print name: _____

Date: _____

5M

Council Synopsis

July 28, 2015

From: Robert Jackson, Police Chief

Prepared by: James Silveira, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the acceptance of an allocation of funds, execution of a grant agreement and commitments necessary to administer the Selective Traffic Enforcement Program (STEP) Grant through the California Office of Traffic Safety (OTS), from October 1, 2015 to September 30, 2016, in an amount not to exceed $69,000, and appropriating said funds into the revenue and expenditure accounts in Fund 266 "Police Grants" Program 352 "OTS Step Grant" for Fiscal Year 2015-16 and authorizing the Mayor or the City Manager to sign all documents required

2. DISCUSSION OF ISSUE:

In June 2015, the Office of Traffic Safety (OTS) notified the Turlock Police Department that it had been awarded a grant under the Selective Traffic Enforcement Program (STEP). The grant was approved in the amount not to exceed $69,000.00. The grant period begins October 1, 2015, and ends on September 30, 2016.

As specified in the grant application, the enforcement and education programs will specifically target the reduction of persons killed or injured in alcohol, and/or primary collision factor related collisions. This will be accomplished through DUI/Driver's License check points, sting operations, directed patrols, and other operations directed at identifying and reducing primary collision factors. These details will be conducted with funds obtained through this grant.

3. BASIS FOR RECOMMENDATION:

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

B. Staff sought funding under the OTS / STEP to reduce the number of people injured and killed as a result of alcohol involved collisions.

C. The grant will provide for overtime costs, including benefits, for officers assigned to assist in the operations; in addition, equipment, training and other associated costs will be reimbursed.

STRATEGIC PLAN:

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

This agenda item supports the Turlock Police Department's Strategic Plan and specifically implements the following strategic plan priority and objective:

Strategic Plan Priority: 3. ENHANCE PROACTIVE AND PREVENTATIVE POLICING STRATEGIES

Objective(s): 11 Address Specific Community Needs

4. FISCAL IMPACT / BUDGET AMENDMENT:

The costs incurred in carrying out the grant objectives (overtime pay and associated benefits, training, and supplies) are reimbursable under the grant. The receipt of this grant was not anticipated when the 2015-16 fiscal year budget was prepared. Therefore, at this time staff is also requesting the approval to appropriate the grant funds to the appropriate revenue and expenditures accounts in Fund 266 "Police Grants" under program 352 "OTS Step Grant".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

A. Council could decline this grant.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION OF FUNDS, EXECUTION OF A GRANT AGREEMENT AND COMMITMENTS NECESSARY TO ADMINISTER THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT THROUGH THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016, IN AN AMOUNT NOT TO EXCEED $69,000, AND APPROPRIATING SAID FUNDS INTO THE REVENUE AND EXPENDITURE ACCOUNTS IN FUND 266 "POLICE GRANTS" PROGRAM 352 "OTS STEP GRANT" FOR FISCAL YEAR 2015-16 AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED	**RESOLUTION NO. 2015–**

WHEREAS, the City Council authorizes the necessary commitments to administer the "Selective Traffic Enforcement Program" (STEP) grant through the California Office of Traffic Safety (OTS); and,

WHEREAS, the City of Turlock Police Department has successfully utilized this grant in past years to reduce the number of DUI related injuries and fatalities; and,

WHEREAS, this grant reimburses the cost of overtime pay and associated benefits, training and supplies for grant approved activities; and

WHEREAS, the receipt of this grant was not anticipated when the 2015-16 fiscal year budget was prepared so staff is requesting the appropriation of funds to the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" program 352 "OTS Step Grant."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize and approve the following:

1. Authorize the acceptance of an allocation of funds;

2. Execution of a grant agreement and commitments necessary to administer the Selective Traffic Enforcement Program (STEP) Grant through the California Office of Traffic Safety (OTS), from October 1, 2015 to September 30, 2016, in an amount not to exceed $69,000;

3. Appropriate said funds into the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" program 352 "OTS Step Grant" for Fiscal Year 2015-16; and

4. Authorize the City Manager to sign all documents required.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5N

Council Synopsis

July 28, 2015

From: Robert A Jackson, Chief of Police

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Turlock High School

2. DISCUSSION OF ISSUE:

The District desires to acquire on-site services of a Turlock Police Officer for its high school campus located 1600 East Canal Drive, Turlock, CA, and the City desires to accommodate the District's request for police services.

The agreement is for the City to provide one (1) officer for police services to the Turlock High School campus for a period beginning August 13, 2015, and ending May 27, 2016.

The District will compensate the City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100^{ths} Dollars ($10,833.33) per month, based on a forty-hour week. If the officer assigned works in excess of forty (40) hours, the District shall pay an additional compensation to the City at the rate of Ninety-Three and 75/100^{ths} Dollars ($93.75) for each such hour worked. In the event the City withdraws the officer due to staffing demands, the District shall compensate the City for actual hours worked at the rate of Sixty-Two and 50/100^{ths} Dollars ($62.50) per hour.

The City will bill the District monthly in arrears beginning September 30, 2015, and the District shall pay within thirty (30) days.

The parties understand that staffing demands may require the City to withdraw the assigned officer for other duties and agree that the City may do so at its discretion.

The agreement does not provide for coverage during the summer school session.

3. BASIS FOR RECOMMENDATION:

City of Turlock policy requires City Council approve all agreements.

Strategic Plan Initiative: B) FISCAL RESPONSIBILITY:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The reimbursement is based on the actual service and time provided to the school.

Revenue to line number 110/20-210.34024

Contract number 15-068

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council could decline the agreement between the City of Turlock and the Turlock Unified School District, however, staff does not recommend this as an alternative.

AGREEMENT between
THE CITY OF TURLOCK and TURLOCK SCHOOL DISTRICTS
for Police Officer Services at Turlock High School

THIS AGREEMENT is made and entered into this 28th day of July 2015, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "City") and **TURLOCK SCHOOL DISTRICTS** (hereinafter referred to as "District").

WHEREAS, District desires to acquire on-site services of a Turlock Police Officer for its high school campus located at 1600 East Canal Drive, Turlock, California; and

WHEREAS, City desires to accommodate District's request for police services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to paragraph 4 of this Agreement, City shall assign one officer to provide police services to the Turlock High School campus for a period beginning August 13, 2015, and ending May 27, 2016.

2. District will compensate City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100ths Dollars ($10,833.33) per month based on a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of Ninety Three and 75/100ths Dollars ($93.75) for each such hour worked. In the event City withdraws the officer pursuant to paragraph 4 herein, District shall compensate City for actual hours worked at the rate of Sixty Two and 50/100ths Dollars ($62.50) per hour.

3. City will bill District monthly in arrears beginning September 30, 2015 and District shall pay within thirty (30) days.

4. The parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion.

5. All rates are subject to increase during the term of this Agreement.

OK for Agenda

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor
or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Phaedra A. Norton, City Attorney

ATTEST

By: _____
Kellie E. Weaver, City Clerk

TURLOCK SCHOOL DISTRICTS

By: _____
Dana Salles Trevethan
Title: _____

Print name: _____

Date: _____

Council Synopsis

July 28, 2015

From: Robert A Jackson, Chief of Police

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Pitman High School

2. DISCUSSION OF ISSUE:

The District desires to acquire on-site services of a Turlock Police Officer for its high school campus located 2631 West Christoffersen Parkway, Turlock, CA, and the City desires to accommodate the District's request for police services.

The agreement is for the City to provide one (1) officer for police services to the Pitman High School campus for a period beginning August 13, 2015, and ending May 27, 2016.

The District will compensate the City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100^{ths} Dollars ($10,833.33) per month, based on a forty-hour week. If the officer assigned works in excess of forty (40) hours, the District shall pay an additional compensation to the City at the rate of Ninety-Three and 75/100^{ths} Dollars ($93.75) for each such hour worked. In the event the City withdraws the officer due to staffing demands, the District shall compensate the City for actual hours worked at the rate of Sixty-Two and 50/100^{ths} Dollars ($62.50) per hour.

The City will bill the District monthly in arrears beginning September 30, 2015, and the District shall pay within thirty (30) days.

The parties understand that staffing demands may require the City to withdraw the assigned officer for other duties and agree that the City may do so at its discretion.

The agreement does not provide for coverage during the summer school session.

3. BASIS FOR RECOMMENDATION:

City of Turlock policy requires City Council approve all agreements.

Strategic Plan Initiative: B) FISCAL RESPONSIBILITY:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The reimbursement is based on the actual service and time provided to the school.

Revenue to line number 110/20-210.34024

Contract number 15-067

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council could decline the agreement between the City of Turlock and the Turlock Unified School District, however, staff does not recommend this as an alternative.

AGREEMENT between
THE CITY OF TURLOCK and TURLOCK SCHOOL DISTRICTS
for Police Officer Services at Pitman High School

THIS AGREEMENT is made and entered into this 28th day of July 2015, by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter referred to as "City") and **TURLOCK SCHOOL DISTRICTS** (hereinafter referred to as "District").

WHEREAS, District desires to acquire on-site services of a Turlock Police Officer for its high school campus located at 2631 West Christoffersen Parkway, Turlock, California; and

WHEREAS, City desires to accommodate District's request for police services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subject to paragraph 4 of this Agreement, City shall assign one officer to provide police services to the Pitman High School campus for a period beginning August 13, 2015 and ending May 27, 2016.

2. District will compensate City at the rate of Ten Thousand Eight Hundred Thirty-Three and 33/100ths Dollars ($10,833.33) per month based on a 40-hour week. If the officer is assigned work in excess of 40 hours, District shall pay additional compensation to City at the rate of Ninety Three and 75/100ths Dollars ($93.75) for each such hour worked. In the event City withdraws the officer pursuant to paragraph 4 herein, District shall compensate City for actual hours worked at the rate of Sixty Two and 50/100ths Dollars ($62.50) per hour.

3. City will bill District monthly in arrears beginning September 30, 2015 and District shall pay within thirty (30) days.

4. The parties understand that staffing demands may require City to withdraw the assigned officer for other duties and agree that City may do so at its discretion.

5. All rates are subject to increase during the term of this Agreement.

OK for Agenda

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Phaedra A. Norton, City Attorney

ATTEST

By: _____
Kellie E. Weaver, City Clerk

TURLOCK SCHOOL DISTRICTS

By: _____
Dana Salles Trevethan

Title: _____

Print name: _____

Date: _____

5P

Council Synopsis

July 28, 2015

From: Tim Lohman, Fire Chief

Prepared by: Amanda Fortado, Business Analyst

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds of $3,750 from Fiscal Year 2014-15, from account number 110-30-300.44030_015 "Minor Equipment Fire Hose Replacement," to Fiscal Year 2015-16 for the purchase of new fire hoses

2. DISCUSSION OF ISSUE:

Fire hose is an essential piece of equipment for the Fire Department and we maintain over 23,000 feet of hose. Much of our fire hose is over twenty (20) years old and is still in good condition. With this much hose, there is a need to replace some of the fire hose each year that has either failed the annual hose test or was damaged in some way during use on the fire ground.

The Fire Department replaces fire hose on an annual timeframe. We time our hose replacement after our annual hose testing that usually occurs in April and May of each year. The hose testing gives us an opportunity to evaluate our hose and identify what hose needs to be replaced. For the Fiscal Year 2014-15 budget year, the Fire Department placed our hose order in early June and we did not take delivery of the hose prior to the end of the Fiscal Year 2014-15. We are seeking to move $3,750.00 from the Fiscal Year 2014-15 budget to this year's Fiscal Year 2015-16 budget to cover the cost of the hose replacement.

3. BASIS FOR RECOMMENDATION:

A purchase order was created and this item ordered in June 2015. Due to the product not being delivered prior to the June 30, 2015, deadline for use of funding in the Fiscal Year 2014-15, staff is requesting the funds be re-appropriated in Fiscal Year 2015-16 to properly make payment upon arrival of the shipment.

Strategic Plan Initiative

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - $3,750

Budget Amendment: Re-appropriating unspent funds of $3,750 from Fiscal Year 2014-15, fund 110-30-300.44030_015 "Minor Equipment Fire Hose Replacement" to Fiscal Year 2015-16 for the purchase of new fire hoses.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Do not approve the appropriation. This alternative is not recommended.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING UNSPENT FUNDS OF $3,750 FROM FISCAL YEAR 2014-15, FROM ACCOUNT NUMBER 110-30-300.44030_015 "MINOR EQUIPMENT FIRE HOSE REPLACEMENT," TO FISCAL YEAR 2015-16 FOR THE PURCHASE OF NEW FIRE HOSES	**RESOLUTION NO. 2015**

WHEREAS, the purchase of new fire hoses is necessary; and

WHEREAS, the replacement of these hoses was determined and budgeted for in the Fiscal Year 2014-15 budget; and

WHEREAS, a purchase order was created and the fire hoses ordered in June 2015; and

WHEREAS, the new fire hoses did not arrive by June 30, 2015, which was the cut-off date for payment to be made from the Fiscal Year 2014-15 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate funds of $3,750 from Fiscal Year 2014-15, from account number 110-30-300.44030_015 "Minor Equipment Fire Hose Replacement," to Fiscal Year 2015-16 for the purchase of new fire hoses.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5Q

Council Synopsis

July 28, 2015

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Kellie Jacobs-Hunter, Administrative Services Director

1. ACTION RECOMMENDED:

Motion: Approving a Confidentiality and Non-Disclosure Agreement with Maze and Associates related to auditing PERS census data to comply with GASB 68 and authorizing the Mayor or the City Manager to sign

2. DISCUSSION OF ISSUE:

Beginning with the financial statements for fiscal year 2014-15, the City will be implementing the requirements of Governmental Accounting Standards Board Statement No 68 *Accounting and Financial Reporting for Pensions*. One of the requirements of GASB 68 as it relates to the City's non-pooled Miscellaneous Employees Plan is verifying the accuracy of the employee census data used by CalPERS to calculate the pension liability. The City has electronically received a file containing the census data from CalPERS. The City was required to agree to maintain this information as confidential in order to access it from CalPERS. In addition, the City is required by CalPERS to enter into a confidentiality agreement with any third parties with whom the City shares the information. The City will be sharing this information with its external auditors – Maze and Associates – so that they can perform the required auditing procedures on the data.

The attached Confidentiality Agreement has been taken from the CalPERS website and incorporated into an agreement for execution by the City and Maze and Associates.

3. BASIS FOR RECOMMENDATION:

In order for the City's external auditors to be given access to the census data they will need to perform required audit procedures, CalPERS has required a confidentiality agreement between the City and Maze and Associates. Staff recommends that Council approve the agreement and authorize the City Manager to execute it.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no direct fiscal impact related to this agreement.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

No alternative is suggested as this agreement enables the City's external auditors to perform required audit procedures without which they would not be able to complete the City's annual audit and provide the City with a clean (unqualified) audit opinion on the annual financial statements.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
between the
CITY OF TURLOCK
and
MAZE AND ASSOCIATES

1. Purpose. Maze and Associates agrees to receive CalPERS census data information from the City of Turlock in order to perform auditing procedures on such data as required to comply with the provisions of Governmental Accounting Standards Board Statement No. 68 (GASB 68). To the extent that either Party requires or is permitted access to Critical System Information or Confidential Information in the possession of the other Party to perform those services, such access will be granted subject to the conditions set forth below.

2. Critical System Information (CSI) means any information, technical data or know-how, including, but not limited to, that which is proprietary, or relates to systems, research, products, software, services, developments, inventions, processes, specifications, designs, drawings, diagrams, discoveries, engineering, marketing techniques and plans, documentation, customer information and names, intellectual property, market research, pricing information and policies, price lists, procedures, data, concepts, financial information and employee information disclosed by the Disclosing Party in demonstrative, written, electronic, graphic or machine readable form, labeled as critical system information, or if given orally, is confirmed in writing within five (5) working days as having been disclosed as CSI.

3. Confidential Information (CI) means information that is exempt from disclosure under the provisions of the Government Code section 20230, the California Public Records Act (Government Code sections 6250-6265), the Information Practices Act (Civil Code sections 1798-1798.78), or other applicable State or Federal Laws. All computerized files and related documents containing personal information, which could be linked to an individual, are considered "Confidential". For the purpose of this Agreement, personal information includes, but is not limited to: the name, social security number, physical description, home address, home telephone number, education, finances, employment or medical history of all current and former employees or members of CalPERS, and their respective beneficiaries and dependents.

4. Use Limitations. Each Party agrees not to use any CSI or CI of the other Party disclosed pursuant to this Agreement for its own use or for any purpose, except as set forth in Section 1, and except as otherwise required by law. Each Party further agrees not to copy, alter,

OK for Agenda

modify, disassemble, reverse engineer or recompile any item of the CSI or CI unless permitted in writing by the other Party. The Disclosing Party will use reasonable efforts to disclose only information that the Receiving Party requires to accomplish the purposes described in Section 1. Any specific exemptions or limitations stated in the underlying contract or statement of work supersedes this section of the Agreement.

5. Non-Disclosure. Each Party agrees not to disclose CSI or CI to any third parties or to any of its employees except employees, or contractors who have signed non-disclosure agreements whose terms are equivalent to, or stricter than, the terms of this Agreement, who have a need to know CSI or CI for the purposes described in Section 1. Each of the Parties further agrees that it shall, as a minimum, use the same degree of care to protect the confidentiality of the CSI or CI disclosed under this Agreement that it uses to protect its own CSI or CI. Each of the Parties shall take all reasonable and necessary steps to prevent unauthorized disclosure of CSI or CI. Each Party agrees to promptly advise the other Party in writing of any misappropriation or misuse by any person of any CSI or CI disclosed under this Agreement of which it becomes aware.

6. Return of Materials. Any materials or documents which are furnished by the Disclosing Party, and all copies thereof, will be returned by the Receiving Party promptly following the earlier of (a) the termination of this Agreement, (b) receipt of a written request to return such information, or (c) the termination of the business relationship between the Parties. If both Parties agree that return or destruction of the materials or documents is not feasible, the Receiving Party will continue to extend the protections of this Agreement to all CSI and/or CI in its possession and will limit further use of that information to those purposes that make the return or destruction of the information not feasible.

7. No License. No license is granted to either Party under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.

8. Injunctive Relief. Each Party understands and agrees that, because of the unique nature of CSI or CI, the Disclosing Party will suffer immediate, irreparable harm in the event the Receiving Party fails to comply with any of its obligations under this Agreement, that monetary damages will be inadequate to compensate the Disclosing Party for such breach and that the Disclosing Party shall have the right to enforce this Agreement by injunctive or other equitable remedies.

9. Attorney's Fees Jurisdiction. In the event of any litigation between the Parties, the prevailing Party shall be entitled to reasonable attorney's fees and all costs of proceedings incurred in enforcing this Agreement. The Parties agree that California is both the place of making and the place of performance of this Agreement and both Parties consent to jurisdiction in the State of California.

10. Term. This Agreement shall become effective as of the date written above and shall apply to CSI or CI received by the Parties prior to any termination of this Agreement and any information received prior to the date of this Agreement. This Agreement may be terminated by mutual agreement of the Parties in writing. The provisions of this Agreement shall apply to CSI or CI disclosed under this Agreement prior to termination and shall survive for a period of five (5) years from the date of this Agreement.

11. General. This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The information, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of law rules. This Agreement may be amended or modified only in writing signed by the Parties. This Agreement may be executed in counterparts that together shall constitute one original. This Agreement shall not be constructed as a teaming agreement, joint venture or other business relationship. This Agreement shall be binding upon the successors and assigns of both Parties.

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

CITY OF TURLOCK, a municipal corporation

By:_____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

MAZE AND ASSOCIATES

By: _____

Title: _____

Print name: _____

Date: _____

5R

Council Synopsis

July 28, 2015

From: Roy W. Wasden, City Manager

Prepared by: Kellie Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Designating Councilmember Bill DeHart as the voting delegate and Councilmember Matthew Jacob as alternate voting delegate at the League of California Cities' Annual Business meeting on Friday, October 2, 2015, in San Jose, California

2. DISCUSSION OF ISSUE:

Each year, the City is requested to designate a voting delegate and up to two alternate voting delegates for the League of California Cities Annual Business Meeting at the LCC Annual Conference. This year the Conference will be held September 30, 2015 through October 2, 2015, in San Jose, California. Councilmembers Bill DeHart and Matthew Jacob will be attending the meeting and Mayor Soiseth recommends Councilmember Bill DeHart be designated as the City's voting delegate and Councilmember Matthew Jacob be designated as the City's alternate voting delegate at the League of California Cities 2015 Annual Business Meeting to be held on Friday, October 2, 2015, in San Jose.

3. BASIS FOR RECOMMENDATION:

A) League of California Cities' bylaws require that a city's voting delegate and up to two alternates must be designated by City Council action and cannot be accomplished by individual action of the Mayor or City Manager alone.

B) Designating a voting delegate for the meeting will provide the City of Turlock with a voice in the annual business meeting.

Strategic Plan Initiative A. EFFECTIVE LEADERSHIP
6. Active, informed involvement

Goal(s): a. Municipal management and administration training for new Council members

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No additional impact to adopted 2015/2016 budget. The City Council has budgeted for attendance at this Conference and this action only designates a member to vote on behalf of the City.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

A. The City Council may decide to not have a voting delegate at the annual meeting. This action is not recommended because it would remove the City's voice at the League's Annual Business Meeting.

LEAGUE OF CALIFORNIA CITIES

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

JUN – 8 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting *(at the General Assembly)*, scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Annual Conference Voting Procedures
2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: BILL DEHART

Title: COUNCIL MEMBER

2. VOTING DELEGATE - ALTERNATE

Name: MATTHEW JACOB

Title: COUNCIL MEMBER

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk_____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

58

Council Synopsis

July 28, 2015

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

Prepared and Presented by: Debra A. Whitmore, Deputy Director of Development Services/Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor to write a letter of opposition to Assembly Bill 57 (Quirk) and supporting the amendments proposed by the League of California Cities

2. DISCUSSION OF ISSUE:

In January, the Federal Communication Commission (FCC) published a new rule affecting how local governments process applications for wireless communication facilities. The adopted rule (Section 6409(a) under the 1996 Federal Telecommunications Act) prevents State and local governments from denying applications to modify existing wireless towers or base stations that do not "substantially change" the physical dimensions of the existing tower or base station. The eligible facilities include the collocation of new transmission equipment, the removal of equipment, or the replacement of transmission equipment.

The rule defines criteria for determining when a proposed change is "substantial". With regard to height, a substantial change is: 1) for private property, 10% or one additional antenna array not more than 20 feet (whichever is greater); and, for public rights-of-way, 10% or 10 feet (whichever is greater). With regard to width, a substantial change is: 1) for private property, 20 feet or the tower width at the level of the appurtenance; and 2) for public rights-of-way, six feet. In addition, a substantial change occurs when: 1) more than four equipment cabinets are added; 2) the additional facility requires excavation outside the original area; 3) the existing concealment elements would be defeated; or 4) the addition would violate a prior condition of approval.

The FCC rule establishes specific time frames for local governments to act on applications that do not substantially change the existing wireless facility. The clock stops when a local agency comments that the application is incomplete or incorrect, and does not start the clock again until the applicant submits a revised

application. The first application review is limited to 30 days. Subsequent submittals must be reviewed by the local agency in 10 days or less, and the local agency is not permitted to add any requirements that were not mentioned in the first comment letter. These time limits apply to both planning and building approval. For eligible projects that do not substantially change the physical dimensions of an existing facility, the FCC rule generally states that a reasonable time to process the application is 60 days for an application that does NOT substantially change the existing facility; 90 days for a collocation that DOES substantially changes the physical dimensions; and 150 days for new sites. While these deadlines are not set in stone, they do place a burden on local governments to track how these applications are processed to ensure that the shot clock requirements are being met.

In addition, the rule does not allow a local government to deny a collocation application based on increased height and width alone if the physical dimensions of an existing facility are not substantially changed (as defined in the previous paragraph); however, it does allow local governments to apply conditions to a permit to bring the project into compliance with local zoning law. This provision preserves a certain level of local control over these applications. Local governments are able to apply conditions to the request including, but not limited to, landscaping, maintenance, lighting, fencing, indemnification, and so on. If a carrier believes that the local government has taken an unreasonable amount of time to process the application, the remedy is for the applicant to seek judicial review in a court of law.

The federal law took effect on February 8, 2015

ASSEMBLY BILL 57

AB 57 is a State law that would take the FCC rule another step further. The text of the bill and the California Senate's analysis of the bill are provided in **Attachment 2**. The bill is not supported by the League of California Cities, California State Association of Counties and the American Planning Association (see **Attachment 1**). This agenda item was prompted by an email, posted on the League of California Cities' list serve, requesting talking points regarding the short-comings of the bill (see **Attachment 3**).

Staff is concerned about what appears to be a trend toward the State imposing unreasonable processing deadlines on local planning and building departments for specific projects that benefit a specific industry. As discussed in the July 13 League of Cities' opposition letter in Attachment 1, the Development Services Department is already addressing the mandates of two State bills that give prioritized treatment to residential solar panels and electric vehicle charging stations. While staff agrees that such facilities are important, the legislative deadlines have given priority to these types of applications over all other building permits that are being processed by the City. Failure to deliver these permits

within statutory deadlines could lead to either automatic approval of a flawed permit application or subject the City to potential lawsuit.

Wireless communications facilities are not all the same and, in its current form, the bill would establish specific deadlines for processing applications for new facilities as well as collocations with existing facilities. Where the federal law did not establish a "deemed approved" provision or hard and fast deadlines, the State bill does. These provisions are unnecessary because the State of California has already established deadlines for processing permits. The California Permit Streamlining Act provides protections for applicants that ensure that local governments process applications in a timely manner. Failure to do so results in automatic approval of a development application. AB 57 would establish yet another set of deadlines for local governments to track.

The League of California Cities notes that the bill is trying to solve a problem that doesn't really exist. The processing timelines established by the City of Trulock are typical of the processing timelines throughout the State. New wireless facilities proposed in the City of Turlock typically require approval by the Planning Commission of a Conditional Use Permit (CUP) due to their height – a process that generally takes about 3 months. Collocation of antennas are encouraged and do not require additional discretionary review so long as the same aesthetic (or "stealthing") techniques are used, consistent with the original approval. In these cases, the applicant can go directly to building permit. If the applicant seeks to increase the height of an existing tower, an amendment to the CUP would be required – a process that generally takes about 2 months. The CEQA analysis is included in these time lines. These time lines comply with the federal rule, but it is unclear whether these processing deadlines would meet the requirements of AB 57.

The bill also transfers the responsibility for seeking judicial remedy from the private applicant to cities and counties. Applicants only need to notify a city or county that they believe a reasonable time period has lapsed and deem the application approved, giving applicants complete control over the determination regarding compliance with State and federal law. Once notified, the city or county would have to allow the project to proceed unless a judicial challenge is brought by the jurisdiction. This adds a very time-consuming and costly burden on local governments.

The Senate analysis, provided in Attachment 2, finds that the bill takes away local land use authority that had been protected under the federal rule. In addition, there are several unclear terms and processes identified in the bill that are subject to interpretation, leaving applicants in control over how the bill should be applied and inconsistent application of the law. The League of California Cities is seeking amendments to these provisions to reduce the burden on local

governments, give local land use authority back to cities and counties, and provide greater clarity, while ensuring consistency with the federal rule.

Staff is seeking authorization to provide a letter of opposition to the bill and supporting the amendments proposed by the League of California Cities.

3. BASIS FOR RECOMMENDATION:

Not specifically identified within the City Strategic Plan as this item relates to specific changes in State Law; however, the staff recommendation is consistent with the City's desire to maintain local control and to ensure that applications are processed in the most expeditious but equitable manner possible.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The proposed action does not constitute a project under CEQA.

7. ALTERNATIVES:

A. The City Council could choose not to authorize the Mayor to write a letter of opposition to the bill.

Search Results
Friday, July 17, 2015

AB 57 **(Quirk D) Telecommunications: wireless telecommunication facilities.**
(Amended: 7/8/2015)
Status: 7/15/2015-SEN. GOV. & F. Vote - Do pass as amended.
Location: 7/8/2015-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	**Policy**	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Existing law requires a city, including a charter city, or county to administratively approve an application for a collocation facility on or immediately adjacent to a wireless telecommunications collocation facility, as defined, through the issuance of a building permit or a nondiscretionary permit, as specified. Existing law prohibits a city or county from taking certain actions as a condition of approval of an application for a permit for construction or reconstruction for a development project for a wireless telecommunications facility. This bill would provide that a collocation or siting application for a wireless telecommunications facility is deemed approved if the city or county fails to approve or disapprove the application within the reasonable time periods specified in applicable decisions of the Federal Communications Commission, all required public notices have been provided regarding the application, and the applicant has provided a notice to the city or county that the reasonable time period has lapsed. This bill contains other existing laws.
Attachments:
AB 57 (Quirk) Oppose, Sen. Gov. & Finance, 7-13-15
AB 57 (Quirk) Oppose, Sen. Energy, Util. & Communications, 6.15.15
AB 57 (Quirk) Oppose, Asm. Local Gov., 5.11.15

Policy Committee (primary)	Primary Lobbyist	2nd Lobbyist	
Transportation, _Communications _and _Public _Works	Whiting, Jennifer		
League Position	**Position Taken**	**Policy Committee (secondary)**	**Policy Analyst**
	Oppose		

Total Measures: 1
Total Tracking Forms: 1

7/17/2015 12:15:20 PM

American Planning Association
California Chapter

Making Great Communities Happen

Thousand Oaks

July 13, 2015

Senate Governance and Finance Committee
State Capitol, Room 408
Sacramento, California 95814

RE: AB 57 (Quirk) "Telecommunications: wireless telecommunications"
As amended on July 8, 2015 – OPPOSE

Dear Committee Member:

The League of California Cities, the California State Association of Counties, the American Planning Association California Chapter, SCAN NATOA and the City of Thousand Oaks strongly oppose Assembly Bill 57 authored by Assembly Member Bill Quirk. This bill purports to solve an "unreasonable delay" problem that simply does not exist in California. Moreover, the bill employs unclear and Constitutionally-suspect provisions that facially conflict with existing law. As such, AB 57 is likely to cause more delay and confusion than it could ever prevent.

AB 57 also extends an increasingly common legislative preference for development projects that could create multiple liabilities for local governments. The legislature recently approved AB 2188 (Muratsuchi) and AB 2565 (Muratsuchi) which prioritized residential solar panels and electric vehicle charging stations over other development projects. How should local governments decide which project to add to a crowded public meeting agenda when all three applicants with special privileges vie for the same spot?

Although we cannot support this bill, we can work to amend the most potentially harmful provisions into a workable framework. Attachment 1 to this letter summarizes the critical issues and offers recommended amendments to AB 57. Attachment 2 contains a redlined revision to the proposed text which incorporates the recommended amendments. These recommended changes would align AB 57 with the current law, include procedural safeguards and reform overbroad language to avoid unintended and unforeseeable consequences.

We strongly urge the Senate Governance and Finance Committee to vote against AB 57. To the extent the committee intends to approve the bill, it should approve it with the recommended amendments described below.

Respectfully submitted,

J ing
Assistant Legislative Director
League of California Cities
jwhiting@cacities.org

Kiana Buss
Legislative Representative
California State Association of Counties
kbuss@counties.org

/s/ John Terrell

John Terrell, ACIP
Vice President Policy and Legislation
APA California
jcterell@aol.com

President
SCAN NATOA
clopez@awattorneys.com

Al Adam
Mayor
City of Thousand Oaks

Cc. Assembly Member Bill Quirk
Assembly Local Government Committee
Anton Favorini-Csorba, Senate Governance and Finance Committee Consultant
Telecom Law Firm, PC

ATTACHMENT 1

Summarized Issues and Recommended Amendments

DEEMED-A AL SCOPE

- **Issue: AB 57 does not delineate what "application" the law would deem approved.** Does the law deem approved the initially received application? Would the deemed approval authorize developments that would otherwise require a variance? Does the deemed approval include all permits necessary to construct the proposed facility, such as building and fire department approvals?
- **Recommendation: Explicitly limit the deemed-approval to only the development permit.** This approach mirrors existing California law, ensures that the deemed-approval does not exceed the applicant's actual proposal and prevents unnecessary time pressure on ministerial reviews for building and safety.

ENVIRONMENTAL REVIEW

- **Issue: AB 57 contains no provision to accommodate additional time reasonably necessary to conduct CEQA review.** Despite concerns raised in the Senate Energy, Utilities and Communications Committee, both subsequent amendments continued to omit any provisions to toll the time for review when required for compliance with CEQA.
- **Recommendation 1: Explicitly limit the deemed-approval to only applications that are categorically exempted from review under CEQA regulations.** Most wireless facilities qualify for a categorical exemption, so this revision would impact only the rare proposal to build in an environmentally sensitive, historic or culturally protected area. This revision is consistent with deemed-approval provision in the California Permit Streamlining Act, and critically important to preserve precious resources in the few cases where CEQA applies.
- **Alternative Recommendation 2: Explicitly provide additional time required to complete CEQA review as a rebuttal to the presumption of unreasonable delay.** Although not as efficient as Recommendation 1, this approach would at least offer a safe harbor when a proposed wireless deployment triggers a higher-level CEQA review that requires more than the presumptively reasonable time for categorically exempted sites.

CONSTITUTIONALLY REQUIRED DUE PROCESS

- **Issue: Subdivision (a)(2) would authorize a deemed-approval based on simple notice in circumstances where the California Constitution requires a reasonable opportunity to be heard at a publicly-noticed meeting.** AB 57 requires only the "public notice require[d] for the application." Not all applications require approval at a publicly-noticed meeting, but some wireless deployments (including permit renewals for major facilities) trigger constitutional due process procedures that may require more time than AB 57 allows.
- **Recommendation: Delete subdivision (a)(2) and replace with "The public notice required by law has occurred."** This exact language appears in the current deemed-

approved provision under the California Permit Streamlining Act. *See* Cal. Gov't Code § 65956(b). Courts recognize that the word "law" encompasses both the notice required in the application and, when applicable, the notice required under the California Constitution. This change also obviates the need for localities to inefficiently require a publicly-noticed meeting for any wireless permit to ward off potential due process violations.

MATTERS OF STA WIDE CONCERN

- **Issue: Subdivision (c) would declare each *individual* wireless site a "matter of statewide concern" and not a "municipal affair."** The sponsor intends this broad language to extend the deemed-approval to all cities (charter or general law) and counties. However, the sponsor misunderstands the difference between a "municipal affair" and local police powers. Moreover, wireless carriers could argue that the legislature intended this language to preempt local land-use authority over wireless facility siting. AB 57 could achieve the sponsor's intent with more precise and less controversial language.
- **Recommendation: Delete subdivision (c) and replace it with language that explicitly extends AB 57 to all charter cities, general law cities, counties and city and counties.** Local land-use authority flows from delegated police powers, and all the legislature requires for preemption is an express statement of intent.

JUDICIAL REVIEW

- **Issue: AB 57 would require local governments to expend scarce public resources to challenge a deemed-approved permit in court.** AB 57 does not explain how an applicant obtains a deemed-approved permit, and this provision seemingly means that an applicant could commence construction as soon as the time for review expires without any building and safety approval. Whereas existing law requires localities to issue permits and allows aggrieved applicants to sue, AB 57 would allow applicants to issue their own permits and require aggrieved localities to sue. In other words, AB 57 turns the development process on its head and shifts enforcement costs from multi-billion-dollar corporations to local governments.
- **Recommendation: Under state law, an aggrieved applicant would need to seek judicial relief under California Code of Civil Procedure § 1085.** State law would still require local governments to issue deemed-approved permits. In disputed cases, where either complex circumstances or tolling issues arise, a court would determine whether to order the local government to issue withheld permits. This approach also ensures that applicants do not commence construction without proper building and safety review and approval.

REFERENCE TO FUTURE FCC DECISIONS

- **Issue: Subdivision (d)(1) defines "applicable FCC decisions" to include federal regulations that the FCC might adopt in the future.** The legislature should not adopt a law with unknown and uncertain requirements.
- **Recommendation: Delete references to subsequent FCC decisions.** Not all FCC decisions come about through the public notice and comment procedures, and not all

federal administrative "decisions" carry the force of law. AB 57 would unfairly require local governments to not only know that such regulations or modifications exist, but to find and correctly interpret them.

SUNSET PROVISION

- **Issue: AB 57 should not indefinitely remain in force given the confusion and controversies it will likely engender.**
- **Recommendation: AB 57 should automatically sunset three (3) years after enrollment.** A sunset provision would permit the legislature to reauthorize the law or allow it to expire if it does not serve its intended purposes.

ATTACHMENT 2

Proposed Text Amendments to AB 57 (Quirk) as amended July 8, 2015

SECTION 1.
Section 65964.1 is added to the Government Code, to read:

65964.1.
(a) A collocation or siting application for a wireless telecommunications facility, as defined in Section 65850.6 shall be deemed approved if all of the following occur:

(1) The city or county fails to approve or disapprove the zoning permit application (or building permit application when no zoning permit is required) within a reasonable period of time in accordance with the time periods and procedures established by applicable FCC decisions. The reasonable period time may be tolled to accommodate timely requests for information required to complete the application or may be extended by mutual agreement between the applicant and the local government, consistent with applicable FCC decisions.

(2) ~~The applicant has provided all public notices regarding the application that the applicant is required to provide under applicable laws consistent with the public notice requirements for the application.~~ The public notice required by law has occurred.

(3) The city or county has determined that the project is exempt from the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(~~3~~4) (A) The applicant has provided notice to the city or county that the reasonable time period has lapsed and that the application is deemed approved pursuant to this section.

(B) Within 30 days of the notice provided pursuant to subparagraph (A), the ~~city or county may seek~~applicant has sought judicial review of the operation of this section ~~onto~~ the application should the city or county refuse to issue the permit.

(C) Upon judicial review, the city or county is unable to rebut the presumption that it failed to act within a reasonable period of time as established by the applicable FCC decisions.

(D) A court of competent jurisdiction has issue a writ directing the city or county to issue the permit.

(b) This section does not apply to eligible facilities requests.

(c) ~~The Legislature finds and declares that a wireless telecommunications facility has a significant economic impact in California and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution, but is a matter of statewide concern.~~ The requirements of this section shall apply to every city, whether general law or chartered, and every county, and every city and county.

(d) As used in this section, the following terms have the following meaning:

(1) "Applicable FCC decisions" means In re Petition for Declaratory Ruling, 24 FCC Rcd. 13994 (2009) and In the Matter of Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, Report and Order, 29 FCC Rcd. 12865 (2014)~~, as they may be modified or superseded by subsequent decisions of the Federal Communications Commission~~.

(2) "Eligible facilities request" has the same meaning as in Section 1455 of Title 47 of the United States Code and the applicable FCC decisions.

(e) This section shall remain in effect only until January 1, 2019, unless earlier repealed.

AMENDED IN SENATE JULY 8, 2015
AMENDED IN SENATE JULY 2, 2015
AMENDED IN ASSEMBLY APRIL 6, 2015
AMENDED IN ASSEMBLY MARCH 26, 2015
CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL No. 57

Introduced by Assembly Member Quirk

December 2, 2014

An act to add Section 65964.1 to the Government Code, relating to telecommunications.

LEGISLATIVE COUNSEL'S DIGEST

AB 57, as amended, Quirk. Telecommunications: wireless telecommunication facilities.

Existing law requires a city, including a charter city, or county to administratively approve an application for a collocation facility on or immediately adjacent to a wireless telecommunications collocation facility, as defined, through the issuance of a building permit or a nondiscretionary permit, as specified. Existing law prohibits a city or county from taking certain actions as a condition of approval of an application for a permit for construction or reconstruction for a development project for a wireless telecommunications facility.

Under existing federal law, the Federal Communications Commission issued a ruling establishing reasonable time periods within which a local government is required to act on a collocation or siting application for a wireless telecommunications facility.

This bill would provide that ~~a city or county is presumed to have failed to act within a reasonable time upon~~ a collocation or siting application for a wireless telecommunications facility *is deemed approved* if the city or county fails to approve or disapprove the application within ~~90 days for a collocation application, or 150 days for a siting application other than a collocation application, and~~ *the reasonable time periods specified in applicable decisions of the Federal Communications Commission,* all required public notices have been provided regarding the ~~application. The bill would authorize these periods to be extended by mutual consent of the applicant and the city or county. The bill would provide that if a city or county fails to approve or disapprove an application for collocation or siting application for a wireless telecommunications facility within a reasonable period of time, the application is deemed approved. The bill would provide that, in any action in a court of competent jurisdiction pursuant to a specified federal law, a city or county bears the burden of proof to disprove the presumption that it failed to act within a reasonable time to approve a collocation or siting application for a wireless telecommunications facility.~~ *application, and the applicant has provided a notice to the city or county that the reasonable time period has lapsed.*

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. Section 65964.1 is added to the Government Code, to read:

65964.1. (a) ~~(1) A city or county is presumed to have failed to act within a reasonable time upon a~~ *A* collocation *or siting* application for a ~~previously permitted~~ wireless telecommunications facility, as defined in Section 65850.6, *shall be deemed approved* if ~~both~~ *all* of the following occur:

~~(A)~~

(1) The city or county fails to approve or disapprove the ~~completed~~ application within ~~90 days. When an application is incomplete as filed, the 90-day limitation does not run during that period of time that it takes the applicant to respond to the city or county's request for additional information.~~ *a reasonable period of time in accordance with the time periods and procedures established by applicable FCC decisions. The reasonable period*

of time may be tolled to accommodate timely requests for information required to complete the application or may be extended by mutual agreement between the applicant and the local government, consistent with applicable FCC decisions.

~~(B) All~~

(2) The applicant has provided all public notices regarding the application ~~have been provided~~ *that the applicant is required to provide under applicable laws* consistent with the public notice requirements for the application.

~~(2) A city or county is presumed to have failed to act within a reasonable time upon a siting application for a wireless telecommunications facility, other than a collocation application, if both of the following occur:~~

~~(A) The city or county fails to approve or disapprove the completed application within 150 days. When an application is incomplete as filed, the 150-day limitation does not run during that period of time that it takes the applicant to respond to the city or county's request for additional information.~~

~~(B) All public notices regarding the application have been provided consistent with the public notice requirements for the application.~~

~~(3) The 90-day and 150-day periods of paragraphs (1) and (2) may be extended by mutual consent of the applicant and the city or county.~~

~~(4) If a city or county fails to approve or disapprove an application for a collocation or siting application for a wireless telecommunications facility within a reasonable period of time, the application is deemed approved.~~

~~(5) In any action in a court of competent jurisdiction pursuant to Section 332 (c)(7)(B)(v) of Title 47 of the United States Code, a city or county bears the burden of proof to disprove the presumption that it did not act within a reasonable time to approve or disapprove an application pursuant to paragraph (1) or (2). The grounds that the city or county may show to overcome the presumption of a failure to act within a reasonable time include, but are not limited to, the following:~~

~~(A) Novel or unusual circumstances prevented completion of review of the application within the 90-day or 150-day period.~~

~~(B) A complete review of the application within the prescribed 90-day or 150-day period would require the city or county to give~~

~~preferential treatment to the applicant over other types of land use applications.~~

(3) (A) The applicant has provided notice to the city or county that the reasonable time period has lapsed and that the application is deemed approved pursuant to this section.

(B) Within 30 days of the notice provided pursuant to subparagraph (A), the city or county may seek judicial review of the operation of this section on the application.

(b) This section does not apply to eligible facilities requests.

~~(b)~~

(c) The Legislature finds and declares that a wireless telecommunications facility has a significant economic impact in California and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution, but is a matter of statewide concern.

(d) As used in this section, the following terms have the following meanings:

(1) "Applicable FCC decisions" means In re Petition for Declaratory Ruling, 24 FCC Rcd. 13994 (2009) and In the Matter of Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies, Report and Order, 29 FCC Rcd. 12865 (2014), as they may be modified or superseded by subsequent decisions of the Federal Communications Commission.

(2) "Eligible facilities request" has the same meaning as in Section 1455 of Title 47 of the United States Code.

O

BILL ANALYSIS

SENATE COMMITTEE ON GOVERNANCE AND FINANCE
Senator Robert M. Hertzberg, Chair
2015 - 2016 Regular

Bill No:	AB 57	Hearing Date:	7/15/15
Author:	Quirk	Tax Levy:	No
Version:	7/8/15	Fiscal:	No
Consultant:	Favorini-Csorba		

TELECOMMUNICATIONS: WIRELESS TELECOMMUNICATIONS FACILITIES

Deems approved applications for wireless facilities if local governments do not approve or deny the applications within a specified time period.

Background and Existing Law

Land Use Regulation. The California Constitution allows a city to "make and enforce within its limits, all local, police, sanitary, and other ordinances and regulations not in conflict with general laws, known as the police power of cities." It is from this fundamental power that local governments derive their authority to regulate land through planning, zoning, and building ordinances, thereby protecting public health, safety and welfare.

The Planning and Zoning Law requires every county and city to adopt a general plan that sets out planned uses for all of the area covered by the plan. Cities' and counties' major land use decisions-including development permitting-must be consistent with their general plans. The Planning and Zoning Law also requires public notice to be given at least 10 days in advance of hearings where most permitting decisions will be made. It also allows residents to appeal permitting decisions and other actions to either a board of appeals or the legislative body of the city or county. Cities and counties may adopt ordinances

governing the appeals process.

Providers of wireless telecommunications services ("carriers") must apply to cities and counties for permits to build structures or other wireless facilities that support wireless telecommunications equipment, like antennae and related devices. Similarly, wireless carriers must seek local approval to place additional telecommunications equipment on structures where that equipment already exists, known as "collocations."

Federal Requirements for Local Decisions on Wireless Facilities. Two federal laws, the Telecommunications Act of 1996 and the Spectrum Act, require local governments to act within a "reasonable period of time" on permits for siting wireless facilities. The Federal Communications Commission (FCC) is responsible for administering these laws and implementing this requirement. Accordingly, in 2009 and 2014, the FCC issued two decisions to clarify, among other things, the definition of a period of time that is presumed to be reasonable for various categories of wireless telecommunications facilities. Specifically, the FCC established a so-called "shot clock" by ruling that local governments should generally approve or disapprove applications for projects within:

- 60 days for a project that is an "eligible facilities request" under Section 1455 of Title 47 of the United States Code. An eligible facilities request is defined by the FCC as a collocation on an existing facility that does not substantially change its physical dimensions. In practice, these types of applications could include locating additional equipment cabinets on a rooftop that already has wireless facilities.
- 90 days for a project that is a collocation that substantially changes the dimensions of the facility, but do not substantially change its size. For example, this could include a project that increases the height of a tower in a public right of way by more than 10%.
- 150 days for projects that are new sites for wireless facilities.

The FCC also identified remedies in cases where local

governments do not act within those periods. For collocations that do not change the physical dimensions, the application is "deemed approved"-the permit is automatically granted if a local government has not acted on the application. However, for all

other types of applications, the FCC specifically declined to adopt a deemed-approved remedy because the circumstances of wireless facility applications can vary greatly. Instead, the FCC specified that if a local government does not act within the reasonable time period for collocations that change the physical dimensions or for new sites, an applicant may bring an action in federal court within 30 days of the reasonable time period elapsing. The court then determines whether the delay was unreasonable under all circumstances of the case and, if necessary, identifies an appropriate remedy.

The FCC decisions also clarified procedures for pausing, or tolling, the shot clock by specifying circumstances when the passage of time counts against the time that a local government has to act on an application and when it does not. Specifically, the decisions provide that:

- When the application is filed, the clock begins to run.
- Within the first 30 days, the local government must notify the applicant if the application is incomplete and must reference the specific ordinance or other policy that established the requirement for that information. At that point, the clock will be tolled (stopped) until the information is submitted.
- Once the applicant submits additional information, the local government has 10 days to review the new information and notify the applicant that the supplemental submission did not provide the specific information requested. At that point, the clock is tolled again until the requested information is submitted. The clock can continue to be tolled if subsequent information provided by the applicant does not address the deficiencies identified within the first 30 days, but not for any newly-identified incomplete information.
- Once the applicant has submitted all of the requested information in the initial request by the local government, the clock runs until it reaches the deadline for that particular type of wireless facility.

The decisions further clarified that the reasonable period of time may be extended if the carrier and the local government agree. In those cases, the 30-day period for the applicant to challenge the local government's action is tolled as well.

State Requirements for Local Decisions on Wireless Facilities.

State law also specifies timelines for approvals of wireless facilities. Specifically, the 1977 Permit Streamlining Act requires public agencies to act fairly and promptly on applications for development permits, including wireless facilities. Public agencies must compile lists of information that applicants must provide and explain the criteria they will use to review permit applications. Public agencies have 30 days to determine whether applications for development projects are complete; failure to act results in an application being "deemed complete." However, local governments may continue to request additional information, potentially extending the time before the shot clock begins running.

Once a complete application for a wireless facility has been submitted, the Act requires local officials to act within a specific time period after completing any environmental review documents required under the California Environmental Quality Act. Specifically, local governments must act within (1) 60 days after completing a negative declaration or determining that a project is exempt from review, or (2) 180 days after certifying an environmental impact report (EIR). If the local government fails to approve or disapprove the application in the applicable time period, the application is deemed granted, and the applicant may file suit in state court to order the local government to issue the permit.

Interaction between Federal and State Requirements. These state and federal processes run separately, such that the shot clock may run under one law, while not running under the other. For example, under the Permit Streamlining Act, all CEQA work must be completed prior to the start of the shot clock. By contrast, under the FCC decisions, some CEQA work may need to be completed

while the clock is running, such as in a case where a local government suggests a new location to a developer. In addition, an application must be complete before the shot clock starts under the Permit Streamlining Act, while under the FCC decisions the shot clock starts when an application is filed.

Because of these differences in the way the shot clock runs under state and federal law, federal law is more frequently used by wireless carriers to compel local government action on wireless facilities, even though the remedy is stronger under state law. Some lawmakers want to change the remedy that wireless carriers may invoke when local governments do not act

on wireless facility applications.

Proposed Law

Assembly Bill 57 provides that an application for a collocation or new siting of a wireless telecommunications facility shall be deemed approved if all of the following conditions occur:

The city or county reviewing the application does not approve or disapprove the application within a reasonable period of time, as defined by the applicable FCC decisions and any updates to those decisions.

The applicant has provided any public notice that it is required to provide under applicable laws.

The applicant has notified the city or county that the reasonable time period has lapsed and that the application is deemed approved.

A local government, within 30 days of receiving the deemed-approved notice, can ask a court to review the applicant's use of the deemed-approved remedy. AB 57 also allows the shot clock to be tolled as described in the FCC decisions and allows the reasonable time period to be extended if both the applicant and the city or county agree. Finally, the bill specifies that it does not apply to eligible facilities requests, as defined under federal law.

State Revenue Impact

No estimate.

Comments

1. Purpose of the bill . Demand for wireless service and the associated bandwidth is rising rapidly. For example, between 2012 and 2013, transmission of wireless data grew by 120%, and more than 1 in 3 California households use only wireless devices. Additional antennae, cell towers, and other wireless facilities must be built to meet those needs. However, wireless carriers face significant challenges and delays while navigating local governments' permitting processes for these facilities. AB 57 is a straightforward solution to these challenges. By deeming applications approved if local governments fail to approve or deny the application, AB 57 provides certainty about

timing to wireless carriers that seek to build additional wireless facilities. Local governments retain their ability to deny permits for legitimate reasons and impose aesthetic requirements or other conditions on cell sites. In addition, because local governments can still deny permits, it is in the best interest of carriers to take advantage of AB 57's provision to extend the shot clock by mutual consent in order to work out viable compromises with carriers or complete environmental review under CEQA. AB 57 simply provides important guidelines and appropriate balance to keep the permit process moving.

2. Home rule . The collocation and siting of wireless telecommunications facilities are matters best addressed by local governments. When considering the siting of wireless facilities, local governments must balance competing concerns over wireless service adequacy, health and safety, and aesthetics. In addition, local governments must make decisions on many types of development permit applications within the timelines specified by the Permit Streamlining Act and other state laws-not just wireless sites. AB 57 significantly reduces local governments' flexibility to balance these various considerations by going beyond what federal law requires. Specifically, the FCC declined to adopt a "deemed-approved" remedy such as the one in AB 57 precisely because of these

considerations. Moreover, AB 57 does not contain the same protections of local government's land use authority that are included in federal law. The Committee may wish to consider amending AB 57 to codify similar protections in state law. These amendments could include provisions that clearly state that the bill does not prohibit local governments from approving or denying permits, imposing conditions on permits, or regulating the placement of wireless telecommunications facilities on public buildings.

3. For whom the clock tolls . AB 57 is silent on several aspects relating to tolling the shot clock, including whether the shot clock is tolled for:

Environmental review pursuant to CEQA;

Public notice as required by the state's open meetings laws-as opposed to the notice that the applicants themselves are required to provide;

Appeals of decisions on wireless facilities to the legislative bodies of cities and counties.

However, local governments may not be able to complete those activities before an application is deemed complete under AB 57. As a result, they face the difficult choice of cutting short these important processes, reducing the time that they have to review applications, or denying permits and facing litigation. In order to ensure that there is adequate time for these processes to proceed and for local governments to consider applications, the Committee may wish to consider amending AB 57 to allow the shot clock to be tolled while these processes occur.

4. Burden shifting . Federal law places the burden on carriers to bring suit in federal court if a local government does not act within a reasonable period of time to prove that there was an unreasonable delay. AB 57 would shift that burden to local governments to file suit to prevent a permit from being deemed approved. Thus, legislators are being asked to decide whether the burden of proof and responsibility for seeking a remedy should fall on private industry or public agencies. The Committee may wish to amend AB 57 to specify that in order for an applicant to act on a permit that has been deemed approved, the applicant must file suit to demonstrate that the permit process was unreasonably delayed. Such an amendment would still allow for the use of the deemed-approved remedy by applicants.

5. Charter cities . The California Constitution allows cities that adopt charters to control their own "municipal affairs." In all other matters, charter cities must follow the general, statewide laws. Because the Constitution doesn't define "municipal affairs," the courts determine whether a topic is a municipal affair or whether it's an issue of statewide concern. AB 57 includes a legislative finding and declaration that a wireless telecommunications facility has a significant economic impact in California and is a matter of statewide concern. Accordingly, the bill's provisions apply to all cities and counties in California, including charter cities and counties, although the bill does not explicitly state it.

6. Incoming! The Senate Energy, Utilities, and Communications Committee passed AB 57 by a vote of 8-1 on June 16th, 2015.

Assembly Actions

Assembly Rules Committee:	11-0
Assembly Local Government Committee:	7-0
Assembly Floor:	66-4

Support and Opposition (7/9/15)

Support : AT&T; Bay Area Council; California Asian Pacific Chamber of Commerce; California Hispanic Chambers of Commerce; California Chamber of Commerce; California Manufacturers & Technology Association; California Wireless Association; CTIA - The Wireless Association; California Chamber of Commerce; Los Angeles Area Chamber of Commerce; National Emergency Number Association - The 911 Association; Orange County Business Council; PCIA - The Wireless Infrastructure Association; Silicon Valley Leadership Group; Southwest California Legislative Council; Sprint; T-Mobile; TechAmerica; TechNet; Valley Industry

and Commerce Association; Verizon; World Institute on Disability.

Opposition : American Planning Association - California Chapter; Association of Environmental Professionals; Brentwood Community Council; BVW; California Professional Firefighters; California State Association of Counties; Center to Keep Healthy Families; City and County of San Francisco; City of Berkeley; City of Beverly Hills; City of Burbank; City of Calabasas; City of Camarillo; City of Cerritos; City of Corona; City of Culver City; City of Diamond Bar; City of Fremont; City of Glendale; City of Huntington Beach; City of La Cañada Flintridge; City of La Quinta; City of Laguna Beach; City of Lake Forest; City of Los Angeles; City of Norwalk; City of Ontario; City of Oxnard; City of Pico Rivera; City of Piedmont; City of Rancho Cucamonga; City of Roseville; City of San Dimas; City of San Gabriel; City of San Rafael; City of Seaside; City of Thousand Oaks; City of Torrance; City of Vista; City of Walnut Creek; City of Whittier; County of Alameda; County of San Bernardino; County of Imperial; County of Marin; County of Monterey; County of Los Angeles; County of San Diego; County of Stanislaus; County of Ventura; Ecological Options Network; Intersight, LLC; League of California Cities; Los Angeles County Firefighters Local 1014; Marin County Council of Mayors and Council; Marin Telecommunications Agency; Mast Victims; National Association for Children and Safe Technology; North Hollywood Neighborhood Watch; Pacific Palisades Community Council; Palisades

Preservation Association; Rural County Representatives of California; San Francisco Firefighters, Local 798; Stop Smart Meters!; Town of Fairfax; Town of Hillsborough; Town of Tiburon; Urban Counties Caucus; Windheim EMF Solutions; Wireless Radiation Alert Network; Dr. Cindy Russell; Elizabeth Skolnik; Ellen Marks; Jenny Miller; Larry Parish; Mark Graham; Shelley Masters; Virginia Farver; Virginia Arnold; Kathy Zavada; J. Petzold; Cheriel Jensen; Gerry Gras; Deborah Kopald; Jon Newland; Victoia Hoekstra; Shannon Bishop; Alex Stadtner; Jerry Cady; Sabine Dherbecourt; Kim Johnson; Lousie and Jay Stanphill; Rola Masri.

-- END --

Debbie Whitmore

From: HCED <hced-bounces@lists.cacities.org> on behalf of Masry, Omar (CPC) <omar.masry@sfgov.org>
Sent: Thursday, July 16, 2015 2:17 PM
To: hced@lists.cacities.org
Subject: HCED Listserve AB 57 | Cell Tower Automatic Approval Bill | Input Requested on aspect of CEQA Review
Attachments: AB 57 Telecommunications San Francisco (1) (1).pdf; AB_57_San Francisco_OPPOSE.PDF; ATT00001.txt

AB 57 may head next to the Senate Environmental Committee. I'm putting together some talking points of how CEQA review is a concern with respect to wireless facilities (AB 57 would create automatic approvals based on shot clocks; beyond existing Federal mandates). I'd appreciate the input of fellow cities/counties. Here are some very quick off-the-cuff thoughts:

1. We've seen carriers count necessary time for review archeo/geotech/preservation items against the City with respect to the shot clock.

2. We've seen carriers make last minute changes (sometimes because the City asked, and sometimes because the carrier had a technical or property owner issue), well after the project was initially determined complete; and there is a concern a carrier could try to hold that against City to game the system and get to a deemed approved. Especially if Planning Commission requests a site design change and requests carrier to come back to a subsequent hearing; where the change needs new environmental review.

3. This bill is based on the State Government Code definition of wireless facility which appears very broad in terms of land uses associated with the facility, and could apply to major hilltop broadcast facilities.

4. In some areas of a City/County (e.g. coastal watersheds or canyons in Orange County) nearly all types of development requires a higher level of environmental review than the categorical exemption automatically presumed by many.

   Even with tolling agreements as an option, it still requires the carrier to voluntarily extend the tolling agreement, and places a significant burden on Planning Departments and City Attorneys to administer and monitor tolling agreements (detracting from time spent working on actual projects); and many cities don't have all the qualified staff on hand, so this becomes a significant administrative burden to prioritize such applications.

Thanks!

Video of yesterday's hearing at the California State Senate:

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From: SCANNATOA [mailto:scannatoa-bounces+kmurray=lakewoodcity.org@listserve.com] **On Behalf Of** Tripp May
Sent: Monday, July 13, 2015 6:31 PM

To: SCAN
Subject: [SCAN] AB 57 (Quirk) Update -- SCAN Joins Proposed Municipal Amendments

SCANers:

Today the SCAN NATOA joined the League of California Cities, the California Association of Counties, the California Chapter of the American Planning Association and the City of Thousand Oaks in a letter of opposition to AB 57 (Quirk) and a comprehensive set of amendments that would fill in dangerous gaps left in the current version. (Please request a copy, as the listserv does not allow attachments.)

The Proposed Amendments
In its current form, AB 57 would "deem-approved" new and substantially expanded wireless facilities after a local government fails to act on the application after either 150 or 90 days. The bill would also declare that each individual wireless site is not a "municipal affair" but a "matter of statewide concern"—which could open the door for complete preemption of local land-use authority over wireless facilities.

The proposed amendments endorsed by SCAN would:

- Limit the deemed-granted approval to development permits to ensure that applicants still undergo building and safety review;
- Limit the deemed-approval to only projects exempt from CEQA to ensure adequate review;
- Adopt public notice requirements from the Permit Streamlining Act to ensure due process is satisfied in cases where the approval would require an opportunity to be heard at a publicly noticed meeting;
- Require applicants to seek a mandamus before the deemed-granted permits can issue, and align the standard of review with existing law;
- Eliminate incorporation of future FCC decisions that affect the Shot Clock to ensure that the Legislature does not impose any unknown or uncertain requirements that may arise in the future; and
- Include a sunset provision.

Watch the Next Committee Hearing this Wednesday Morning
The Senate Governance and Finance Committee will consider the bill and any proposed amendments this Wednesday, July 15, 2015 at 9:30am. You can watch the live webcast here. Fellow SCAN NATOA member Omar Masry and I will be testifying.

Sincerely,

Tripp

Robert C. May III
Shareholder
Telecom Law Firm, PC
6986 La Jolla Boulevard, Suite 204
La Jolla, California 92037

please note new numbers

Direct: (619) 272-6200
Fax: (619) 376-2300

Legal Notices

SAN FRANCISCO
PLANNING DEPARTMENT

The Honorable Robert M. Hertzberg, Chair
Senate Governance and Finance Committee
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Sacramento, CA 95814

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June 24, 2015

Re: Opposition to AB 57 on Behalf of the City and County of San Francisco

Dear Chairman Hertzberg,

On behalf of the City and County of San Francisco, I am writing to convey San Francisco's profound concerns about the current draft bill.

AB 57 would exceed current Federal mandates regarding the colocation or siting of wireless telecommunications facilities; by deeming approved, any application, for either colocation or siting of a new wireless telecommunications facility, if a city or county fails to approve or disapprove the application within time periods established in 2009, as reasonable by the Federal Communications Commission (FCC). In 2009, and 2014, the FCC twice declined the wireless industry's requests to create a deemed granted (automatic approval) remedy if time limits were not met.

The City and County of San Francisco values robust and competitive broadband wireless service that is both well-designed, and scale appropriate. Unfortunately, AB 57 would detract from our ability to work collaboratively with wireless carriers to ensure appropriate wireless siting, public notice, and complete environmental review; pursuant to the California Environmental Quality Act (CEQA).

The City has demonstrated an ability to lead in the field of wireless siting. There are over 1,033 active commercial facilities within our 46.9 square miles. In the past 24 months alone over 35 large ("macro") wireless facilities have been approved, including within residential and historic neighborhoods such as Russian Hill and Telegraph Hill.

Recently, the San Francisco Municipal Transportation Agency (MUNI) and the San Francisco Public Utilities Commission (SFPUC) signed agreements to allow the deployment of "Small Cells" on City-owned light and transit poles. Construction crews are currently building the backbone network for a large scale deployment (e.g. 400+ for Verizon Wireless alone, and potential trial with Sprint) of Small Cells to provide high speed service in a manner that is compatible with our historic districts and defining streetscapes.

Wireless carriers have not demonstrated a challenge of Statewide concern that warrants the burdens created by this proposed legislation.

In fact, AB 57 would force many cities and counties to deny incomplete applications or inadequate designs just to meet unreasonable deadlines; instead of following a preferential path of working with wireless carriers, property owners, and the community to find viable designs and siting opportunities.

Please find below a list of specific concerns and potential ramifications of the proposed bill language:

1. AB 57 seems to omit important aspects of the FCC's 2009 decision that reduce the harsh effects of the federal shot clock. Under the FCC's decision, local governments can toll the shot clock by notifying a wireless carrier that its application is not complete. Local governments and carriers can also mutually agree to extend the shot clock. However, AB 57 does not reference these aspects of the FCC's 2009 decision, as the bill only references the deadlines.

   Potential Ramification: *This may effectively cancel tolling agreements in California, and force Planning Departments to request a carrier to withdraw an application for a new site around the 90 day mark (new sites have a 150 day shot clock); otherwise the City would have to schedule a hearing with a denial recommendation before the Planning Commission; and leave enough time for a Board of Supervisors appeal hearing; in case the Project is approved by the Planning Commission, and a timely appeal is filed.*

   Major collocations (including equipment areas the size of a shipping container and diesel generators) under the 90 day shot clock would be even more problematic.

2. AB 57 does not clarify if time limits apply to only the entitlement (public hearing review), or also includes the time to obtain the entitlement and complete necessary building (structural) and fire safety review. Even when an application for wireless facility is "complete," the design may not be one considered compatible, and revisions may be needed to find a viable design.

3. AB 57 is silent on the issue of whether CEQA review must be completed during the shot-clock period. This raises concerns as to whether local governments can complete review of issues such as geotechnical review (footings or excavation), archaeology, historic preservation, and sensitive habitat (e.g. access roads to new towers) in a timely manner. Some carriers have recently argued that an application can be complete even if the CEQA review has not been finalized.

4. AB 57 cites required "public notice" but the bill does not mention appeals, which appears to conflict with the Permit Streamlining Act. The bill language is unclear whether the entire appellate process must have run its course during the shot-clock period.

   Potential Ramification: *Cities may encounter instances where they may have to tell public that they can have an appeal hearing, but it would be moot, since the site is deemed approved due to State-imposed shot clocks.*

5. AB 57 could force many local governments to deny permit applications just to meet deadlines. Also, in many cities and counties, a wireless carrier couldn't re-apply for a project at the same location where a proposal is denied, for a period of a few months, or a year.

6. AB 57 does not address situations where multiple permits may be required for a single wireless facility.

7. Language in AB 57 that "a wireless facility is a Statewide concern and not a municipal affair" is unnecessary and ambiguous, which raises concerns over potential ramifications of the bill. One possible outcome is lots of litigation in unanticipated contexts.

8. The broad language of the definition of a wireless telecommunications facility would also appear to include large-scale facilities (e.g microwave relay stations); which typically involve new access roads, generators, support buildings, and towers. These facilities require complex land use and environmental review.

Therefore, I respectfully ask that the Committee not pass AB 57 out of committee.

Cc: The Honorable Members of the Senate Committee on Governance and Finance
The Honorable Mark Leno, Senator, 11th District

AMENDED IN BOARD
6/9/2015

FILE NO. 150594 RESOLUTION NO.

[Opposing California State Assembly Bill 57 (Quirk) - Wireless Telecommunication Facilities]

Resolution opposing California State Assembly Bill 57, authored by Assembly Member Quirk, which would significantly limit San Francisco's ability to regulate wireless telecommunication facilities.

WHEREAS, There are over 1,033 existing commercial cell towers (WTS facilities) in San Francisco's 47 square miles; and

WHEREAS, San Francisco's WTS facilities provide significant connectivity and public safety benefits for residents, business, and visitors; and

WHEREAS, In the last three years approximately 35 large ("macro") WTS facilities have been approved by the City, in primarily residential neighborhoods; and

WHEREAS, The San Francisco Public Utilities Commission and San Francisco Municipal Transportation Agency have recently made thousands of City-owned poles available for the installation of WTS facilities; and

WHEREAS, Assembly Bill (AB) 57 would create an expansive California-only automatic approval remedy for any new WTS facility or major co-location significantly beyond Federal mandates; and

WHEREAS, AB 57 does not provide clarity as to the State's interest in the siting, operation, or maintenance of a single locally-installed WTS facility even though it broadly states that "a wireless facility is a Statewide concern, and not a municipal affair;" and

WHEREAS, AB 57 does not appear to recognize the complex nature of land use, environmental review (e.g. archaeological, geotechnical, sensitive habitat, historic preservation), and noise effect consideration, that may be associated with local approval of an

application to construction a WTS facility, especially when that facility is poorly sited or designed; and

WHEREAS, AB 57 does not clarify whether necessary and complex building and fire safety code review must also occur within State-imposed deadlines, or if a "deemed approved" remedy would allow installation to begin without proper approvals; and

WHEREAS, AB 57 could force local governments to deny applications that are incomplete or contain inadequate designs by effectively removing the ability of local governments to halt the State-imposed review clock or for wireless carriers and local governments to agree extend the review clock; and

WHEREAS, AB 57 references public notice required for the application, but not public notice that may be required by law and, therefore, appears inconsistent with the California Permit Streamlining Act; and

WHEREAS, AB 57 could be construed to require automatic approval of an application to construct a WTS facility even if an approved application is appealed by a member of the public in a timely manner; and

WHEREAS, AB 57 creates timing constraints that could incentivize wireless carriers to pursue litigation or re-application even though a viable neighborhood appropriate design is in sight; and

WHEREAS, AB 57 may also incentivize carriers to rely less on (preferred) rooftop-mounted WTS facilities and instead rely on a larger number of facilities mounted on wooden utility poles to meet their service needs; and

WHEREAS, WTS facilities mounted on wooden utility poles present a number of aesthetic concerns, particularly within the City's historic residential neighborhoods, can be noisy, and are less likely to feature long-term resilient battery backup in the event of a disaster or power outage; and

WHEREAS, Many review and approval delays for WTS facilities can be attributed to incomplete or inaccurate designs, inaccurate radio-frequency safety reports, a lack of community engagement, or co-locations at existing facilities that are poorly designed, installed, or maintained, or lack prior building permit completion; and

WHEREAS, AB 57 is opposed by the League of California Cities, the California Chapter of the American Planning Association, and the California State Association of Counties; now, therefore, be it

RESOLVED, That the City respectfully urges the California Legislature to not approve, or the Governor of California to veto, AB 57, unless amended to maintain meaningful local control over the review of WTS facilities; and, be it

FURTHER RESOLVED, That the City respectively urges the State of California to create a broadband connectivity group, as envisioned in the original language of AB 57, to: 1) Encourage State agencies, special districts (e.g. flood or sanitation), and utilities to proactively consider the siting of both commercial and publicly-operated WTS facilities; and 2) Encourage State agencies, special districts (e.g. flood or sanitation), and utilities to reduce time and review barriers for commercial or publicly-operated wired broadband investments across State owned lands or State rights-of-way; and 3) Encourage model building and development codes that require multiple points of wired connectivity into residential dwellings and commercial suites so as to reduce cost and competition barriers for municipal, commercial, or non-profit internet service providers.

7A

Council Synopsis

July 28, 2015

From: Allison Van Guilder, Parks, Recreation and Public Facilities Manager

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities Superintendent

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

When the City is notified of a sidewalk that is out of repair and in a condition to endanger persons or property, staff immediately respond and initiate the sidewalk repair process. Staff places appropriate signage at the location of the hazard and mails a letter to the property owner regarding their statutory obligation to repair the hazard.

Initially we seek voluntary compliance and provide property owners with 10 days to respond to the initial notice. City staff will work with responsive property owners if an extension is necessary and also provide financial assistance to those who qualify. The Sidewalk Repair Financial Assistance Program and Sidewalk Encroachment Permit Fee Relief Program are intended to alleviate some of the financial burden for property owners.

For non-responsive property owners, a second notice will be posted at the real property location, adjacent to where the out of repair sidewalk is located and the property owner will be provided two weeks to make the necessary repairs in accordance with State law. If the property owner does not respond to the second notice, the City is required to make the repair and the cost of those repairs may become a lien on the property.

The City Council has previously declared sidewalk areas remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and requires all owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of inspection and

administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

3. BASIS FOR RECOMMENDATION:

Chapter 22 of Division 7, Part 3, of the State of California Streets and Highways Code

Turlock Municipal Code 7-2-601 Maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches.

Strategic Plan Initiative:

H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal:

a. Community Infrastructure
   i) Strive to provide safe and well-maintained sidewalks for the citizens of Turlock by working with the citizens to facilitate repairs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment:

Reimbursement costs of repairs into account 217-50-510.35350 "Sidewalk Repair Program"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may consider not assessing the property owners for reimbursement of frontage improvement repair costs. This would put a financial burden on the budget and would place those property owners who have maintained their sidewalk areas at a disadvantage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING PROPERTIES FOR SIDEWALK REPAIR COSTS AND ESTABLISHING A LIEN FOR PAYMENT	**RESOLUTION NO. 2015-**

WHEREAS, the City Council has held a hearing on the report prepared and filed by the Superintendent of Streets on the costs assessed to the owners of properties adjacent to such nuisances and repaired by the City; and

WHEREAS, the City Council has heard the report together with any objections or protests which was raised by any of the property owners liable to be assessed for the work of making such repairs and any other interest party to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirms the report and the assessments and liens are hereby placed on the following described properties for sidewalk repair costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

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 28th day of July, 2015, 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"
REPORT OF REPAIRS WHICH HAVE BEEN MADE

NAME OF OWNER	DESCRIPTION OF REAL PROPERTY ADJACENT TO WHERE REPAIRS HAVE BEEN MADE	REPAIRS WHICH HAVE BEEN MADE	ABATEMENT		COST OF REPAIRS	AMOUNT OF ASSESSMENT
			DATE	NUMBER		
Joao Correia 4580 Cherry Blossom Ln. Turlock, CA 95382	4580 Cherry Blossom Ln.	Sidewalk Repair	6/4/15	072-073-061-000	$1,052.60	$1,052.60
Severina Canilao 1180 Hillside Blvd. Daly City, CA 94014-3003	881 W. Main St.	Sidewalk Repair	6/5/15	061-004-068-000	$896.76	$896.76

7B

Council Synopsis

July 28, 2015

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

Prepared by: Eric A. Picciano, P.E.
Building Official

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Adding Turlock Municipal Code Title 8, Chapter 7 regarding expedited permitting procedures for small residential rooftop solar systems

2. DISCUSSION OF ISSUE:

As part of the State of California's effort to promote and encourage the installation and use of solar energy systems and limiting obstacles to their installation including minimizing the permitting costs of such systems Assembly Bill 2188 was approved in 2014.

The Assembly Bill was subsequently codified within the California Government Code beginning at Section 65850.5. As written, the Code mandates that the Public Agencies shall develop and approve an ordinance to streamline small residential solar energy permitting and inspection requiring the following on or before September 30, 2015:

- Creation of an expedited permitting process for small residential rooftop solar systems. (10 Kw or less)
- Develop a checklist which states requirements with which small residential rooftop solar energy systems shall comply with in order to be eligible for expedited review
  - ✓ Checklist shall be posted on the internet
  - ✓ Electronic submittal shall be accepted. i.e. e-mail, internet, facsimile
  - ✓ If a submission is incomplete, the City must issue a written correction notice detailing all deficiencies in the application and identify any additional information require to be eligible for expedited permit issuance.
- Cities are limited to the number of inspections they may require.

- ✓ The city may only perform one inspection. In the event the city does not have an agreement with the fire authority to conduct a fire safety inspection on behalf of the fire authority, the fire authority may require a separate fire safety inspection.

- Inspections shall be completed in a timely manner
  - ✓ Solar installations shall be inspected within five days of receipt of a request for inspection

3. BASIS FOR RECOMMENDATION:

A. This ordinance adoption meets the specific standards as required per the California Government Code §§ 65805.5-65805.55.

Strategic Plan Initiative:

Goal(s): Not specifically identified within the City Strategic Plan, as this item issue pertains to a state legislative requirement.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact No fiscal impact

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

A. Council could decline to approve the ordinance in opposition to the requirements of Subdivision (g)(1) of Section 65850.5 of the California Government Code which requires that on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, which creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK MUNICIPAL CODE TITLE 8, CHAPTER 7, REGARDING EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS	**ORDINANCE NO. -CS**

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

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

SECTION 1. ADDITION: Title 8, Chapter 7 is hereby added to read as follows:

Chapter 8-7 SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEM REVIEW PROCESS.

8-7-01 Purpose.

The purposes of this chapter is to provide minimum standards for an expedited, streamlined permitting process for small residential rooftop solar energy systems within the corporate limits of the City.

8-7-02 Definitions.

The following words and phrases as used in this section are defined as follows

(a) "Electronic submittal" means the utilization of one or more of the following:
(1) e-mail,
(2) the internet,
(3) facsimile.

(b) "Small residential rooftop solar energy system" means all of the following:
(1) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(2) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
(3) A solar energy system that is installed on a single or duplex family dwelling.
(4) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(c) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

8-7-03 Checklist

Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist

The checklist shall be published on the city's internet website. The applicant may submit the permit application and associated documentation to the City's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature

8-7-04 Prior to application

Prior to submitting an application, the applicant shall:

(a) Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

(b) At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

8-7-05 inspections

For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the building official and fire chief. (Note: A separate fire inspection may be performed if your City does not have an agreement in place with your local fire authority to conduct a fire safety inspection on behalf of the fire authority). If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however the subsequent inspection need not conform to the requirements of this subsection.

8-7-06 Incomplete application

An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

8-7-07 Application approval

Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

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 _____, 2015, by the following vote:

AYES: Councilmembers
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2015.

_____
Gary Soiseth, Mayor

ATTEST:

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

8A

Council Synopsis

July 28, 2015

From: Gary Soiseth, Mayor

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Cancelling the City Council meeting scheduled for Tuesday, August 25, 2015

2. DISCUSSION OF ISSUE:

As a result of an exceptionally demanding Council Calendar during the first half of 2015, which included numerous special meetings and Council workshops as a part of the Mayor's 100 Day Review of City Services, the Strategic Plan and a two-year budget adoption process, the City is now at a point where a brief pause can be taken. This pause will allow Councilmembers who have been appointed to various ad hoc subcommittees the opportunity to focus their efforts on their respective areas and afford City staff the time to provide necessary Council support and focus on key issues.

It is therefore requested that the City Council consider cancelling the City Council meeting scheduled for Tuesday, August 25, 2015.

3. BASIS FOR RECOMMENDATION:

A. The cancellation of this meeting will allow both City Council and City staff an opportunity to focus on key issues.

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 select alternative date to hold a special meeting in the event an urgent matter needs to be addressed.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CANCELLING THE CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, AUGUST 25, 2015	} } } }	**RESOLUTION NO. 2015-**

WHEREAS, during the first half of 2015, City Council and City staff experienced an exceptionally demanding Council Calendar; and

WHEREAS, City Council and City staff participated in numerous special meetings and Council workshops that included the Mayor's 100 Day Review of City Services, strategic planning, and two-year budget adoption; and

WHEREAS, the City is now at a point where a brief pause can be taken; and

WHEREAS, this pause will allow Councilmembers who have been appointed to various ad hoc subcommittees the opportunity to focus their efforts on their respective areas and afford City staff the time to provide necessary Council support and focus on key issues.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby cancel the City Council meeting scheduled for Tuesday, August 25, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of July, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8B

Council Synopsis

July 28, 2015

From: Mike Pitcock
City Engineer/Development Services Director

Prepared by: Anthony Orosco
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Adopting a Post-Construction Standards Plan for storm water discharges for new development and redevelopment

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 (MS4) General Permit that specifically listed the City of Turlock to comply with these regulations.

In July 2013, Turlock agreed to comply with the Phase II MS4 General Permit and filed a Notice of Intent and a Guidance Document that specifies actions and activities over the next five years necessary to reduce the discharge of pollutants in storm water for compliance with the General Permit. The regulations specify six minimum control measures to be developed and implemented over the next three years which includes Public Education and Outreach, Public Participation/Involvement, Illicit Discharge Detection and Elimination, Construction Site Runoff Control, Post-Construction Storm Water Management Program, and Pollution Prevention/Good Housekeeping.

One task identified in the second year of the General Permit is to implement site design measures to mitigate the impact of increases in storm water runoff from new development and redevelopment within the City. To ensure compliance with the permit the City has developed a Post-Construction Standards Plan (Exhibit A) to assist developers, engineers and plan checkers through the various site design requirements of the Phase II MS4 General Permit.

This document accomplishes this goal through the incorporation of Low Impact Development design standards and hydromodification management techniques. Low Impact Development (LID) mitigates excessive runoff by the use of control measures that utilize evapo-transpiration, infiltration, capture / reuse, and biotreatment to mimic the runoff of a natural environment. Hydromodification techniques are used to design development sites so that post-construction runoff flow rates do not exceed those of the pre-construction conditions.

Using this document, developers and engineers will be equipped to provide a submittal package to the municipality as a part of its permitting or plan check process to adequately demonstrate how the project will meet the LID and hydromodification requirements. Plan checkers will be able to use this document to objectively and sufficiently condition discretionary projects with the required post-construction storm water design requirements.

In addition to the requirements outlined in the Post-Construction Standards Plan, the City's Phase II MS4 NPDES General Permit requires the City to develop and maintain a program to assure that sediment and other pollutants from construction activities do not flow into the City's storm water drainage system and, subsequently, impact local receiving waters. The City's Permit requires the City to require the owner of any construction project having soil disturbance to submit an Erosion and Sediment Control Plan (ESCP) (Exhibit B). Projects having more than 1 acre of soil disturbance or those projects that are part of a larger common plan may be required to comply with the State Water Board's Construction General Permit (CGP), which requires the development of a Storm Water Pollution Prevention Plan (SWPPP). For these larger projects, the CGP-required SWPPP may be submitted in lieu of the ESCP. The ESCP must identify potential sources of erosion and sedimentation associated with the project and identify the control measures (best management practices or BMPs) used to prevent erosion and control sedimentation within the project. City Staff have developed a worksheet to assist owners of small projects to determine appropriate control measures and submit an ESCP for their project.

3. BASIS FOR RECOMMENDATION:

A. The City is required to comply with the US EPA and the SWRCB to implement the provisions of the Phase II MS4 General Permit including implementation of site design measures to mitigate the impact of increased storm water runoff from new development and redevelopment within the City.

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: Unknown. It is clear that the additional documentation and record keeping required to implement the provisions of the Phase II MS4 General Permit will increase fees for permit applicants, extend review times and increase the number of required inspections. What remains undetermined is the cost of personnel training, of maintaining required certifications and if additional staffing will be required to maintain the current level of service.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Do not adopt the proposed Post-Construction Standards Plan document. This is not recommended. The implementation of site design measures to mitigate the impact of increased storm water runoff from new development and redevelopment is required by the US EPA and the SWRCB to ensure compliance with the Phase II MS4 General Permit. Additionally, implementing the proposed additions will reduce storm water discharges and urban run-off pollution and further protect the general health, safety, and welfare of our citizens.

EXHIBIT A

City of Turlock
Development Services Department
156 S. Broadway, Ste 150
Turlock, CA 95380
(209) 668-5520

POST-CONSTRUCTION STANDARDS PLAN

A GUIDANCE DOCUMENT ON STORM WATER POST-CONSTRUCTION DESIGN MEASURES FOR DEVELOPERS AND PLAN CHECKERS

DSD PLANNING ENGINEERING BUILDING
DEVELOPMENT SERVICES DEPARTMENT

Serving the public interest in partnership with developers, homeowners, and contractors, in order to build a better community to ensure the safety, health and welfare of the citizens of Turlock.

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1 Introduction and Regulatory Requirements

This Post-Construction Standards Plan was prepared for the City of Turlock to guide project proponents and municipal plan checkers through the various site design requirements of the Phase II Municipal Separate Storm Water Sewer System (MS4) Permit. This opening section describes the purpose of the plan; a background summary of the Federal and State regulations; the regional collaborative approach taken by many Central Valley municipalities; an overview of the post-construction site design requirements; and, finally, the roles and responsibilities of the plan checker and project proponent.

1.1 PURPOSE OF THE PLAN

According to the California State Water Resource Control Board (Water Board), urban storm water runoff is listed as the primary source of impairment for ten percent of all rivers, lakes and reservoirs, and seventeen percent of all estuaries in California.[1] While these numbers may not seem significantly large, considering that urban areas cover only six percent of the land mass of California[2], the impact that runoff from urban areas have on California's surface waters is disproportionally large. When the Water Board uses the term "urbanization", it is referring to the development of land through which the impervious percentage increases; meaning that buildings and hardscapes prevent water from infiltrating into the ground, thereby, causing it to flow off of the property. Increased urbanization through new development and redevelopment has been shown to cause more frequent storm water discharge events, higher peak flow velocities, and larger volumes of storm water runoff. These conditions, if not properly managed, can affect water quality by mobilizing greater and more frequent loads of pollutants such as sediment, organic material, trash, nutrients, pathogens, heavy metals, and other toxic substances. These conditions can also over tax existing natural and man-made drainage systems, causing accelerated erosion of channels and deposition of sediment and pollutants in estuaries, deltas, and basins. Conditions such as these could cause flooding and deterioration of waterways that, at one time, may have been adequate to handle expected runoff. This can have a direct impact on municipalities by causing them to perform more maintenance on existing systems and to develop new drainage systems with higher capacities. Urbanization and the resulting runoff can

Figure 1 - Channels, streams, and drainage ways are over taxed by increases in runoff caused by increased development and impervious surfaces.

[1] Fact Sheet of the Phase II MS4 Permit, Order No. 2013-0001-DWQ, p. 33 - 34

[2] U.S. Department of Agriculture, 2009

also impact the State's ability to realize the full potential of the beneficial uses of its surface waters.

Low Impact Development – A sustainable practice that benefits water supply and contributes to water quality protection. Unlike traditional storm water management, which collects and conveys storm water runoff through storm drains, pipes, or other conveyances to a centralized storm water facility, Low Impact Development (LID) takes a different approach by using site design and storm water management to maintain the site's pre-development runoff rates and volumes. The goal of LID is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to the source of rainfall. LID has been a proven approach in other parts of the country and is seen in California as an alternative to conventional storm water management.
Source: Phase II MS4 Permit Glossary

The purpose of this document is to provide developers and municipal plan checkers with information on how to meet the State Water Board's requirements for mitigating the negative impact of increases in storm water runoff caused by new development and redevelopment. This document accomplishes this goal through the incorporation of Low Impact Development standards and hydromodification management techniques. Low Impact Development (LID) mitigates excessive runoff by the use of control measures that utilize evapo-transpiration, infiltration, capture / reuse, and biotreatment to mimic the runoff of a natural environment. Hydromodification techniques are used to design development sites so that post-construction runoff flow rates do not exceed those of the pre-construction conditions.

Using this document, developers will be equipped to provide a submittal package to the municipality as a part of its permitting or plan check process to adequately demonstrate how the project will meet the LID and hydromodification requirements.

Plan checkers will be able to use this document to objectively and sufficiently condition discretionary projects with the required post-construction storm water design requirements.

1.2 FEDERAL AND STATE REGULATORY REQUIREMENTS

The Federal Clean Water Act is the impetus behind all of these regulations to manage storm water discharges from new development and redevelopment projects. The Clean Water Act delegates authority to the States to issue National Pollutant Discharge Elimination System (NPDES) permits for discharges of storm water from construction, industrial, and municipal entities to Waters of the United States. Large and medium size municipalities were issued individual municipal NPDES permits in the first phase (Phase I) of the process. Subsequently, small municipalities identified by the State of California were required to obtain permit coverage under the Phase II General NPDES Permit for Municipal Separate Storm Water Sewer Systems (MS4). These Phase II MS4s (municipalities) are required to implement various storm water management programs, one of which is to require certain new development and applicable redevelopment projects to incorporate post-construction storm water control measures into their design that include LID and hydromodification techniques. The City of Turlock is one of the municipalities specified in the current Phase II MS4 Permit that must comply with these post-construction requirements, which are contained in Section E. 12 of Order No. 2013-0001-DWQ. (Refer to Appendix 3 for copy of Section E.12 of the Phase II MS4 Permit.)

INTRODUCTION AND REGULATORY REQUIREMENTS

1.3 REGIONAL APPROACH AND MUNICIPAL COLLABORATION

The post-construction requirements are not new with this version of the Phase II MS4 Permit. The previous version of the permit also contained LID and post-construction requirements. For many years now, Phase I MS4s have been requiring development and redevelopment projects to include post-construction design measures into site designs. Even projects outside of an MS4 now have to incorporate post-construction and LID measures into their designs as required by the State's Construction General Permit. However, as this area of storm water management has grown to maturity, post-construction requirements and programs have changed significantly over the years to where there can be dramatic differences between the control measures required in two neighboring municipalities. This, obviously, can cause confusion for developers. With the roll out of the current Phase II MS4 Permit and the requirement for municipalities to, for the most part, completely overhaul their post-construction requirements to meet the Section E.12 requirements, an opportunity arose for many Phase II MS4s to work together and develop a consistent Post-Construction Storm Water Standards Plan. Collaboration on this task not only shares the cost of development with other MS4s, but also provides a standardized plan that developers will encounter in 17 different Central Valley municipalities. Another benefit is that it allows for regional training of plan checkers on this common plan, saving more cost and time for each municipality. Refer to Appendix 10 for a list of the collaborating Central Valley municipalities.

1.4 OVERVIEW OF THE POST-CONSTRUCTION REQUIREMENTS

The Phase II MS4 Permit requires the City of Turlock to condition certain small projects with implementing one or more **Site Design Measures** that "treat" storm water runoff using methods to evapo-transpire, infiltrate, harvest and reuse, or biotreat. After proponents of small projects select the Site Design Measure(s), they are required to quantify the runoff reduction achieved through the implementation of those measures. This is done using the State Water Board's Post-Construction Calculator (which can be downloaded following the information provided in Appendix 5).

Proponents of larger projects are required to implement into their design and on-going activities specific **Source Control Measures** to minimize the impact of pollutant-generating activities. For example, if the project includes a permanent trash enclosure in its design, it will be required to be designed following the California Storm Water Quality Association's (CASQA) design standard SD-32; meaning, that among other requirements, the trash enclosure will need to have a wall or screen around it and a rain proof covering, if allowed by the local waste management service, or container lids. This larger project will also need to incorporate into its design specific **Low Impact**

Hydromodification - Modification of hydrologic pathways (precipitation, surface runoff, infiltration, groundwater flow, return flow, surface-water storage, groundwater storage, evaporation and transpiration) that results in negative impacts to watershed health and functions.

Source Control - Land use or site planning practices, or structural or nonstructural measures, that aim to prevent runoff pollution by reducing the potential for contact with rainfall runoff at the source of pollution. Source control BMPs minimize the contact between pollutants and urban runoff.

Source: Phase II MS4 Permit Glossary

Development (LID) Standards such as concentrating development on portions of the site with less permeable soils and preserving areas that can promote infiltration. As with the smaller project, the larger project will need to implement one or more **Site Design Measures** to "treat" storm water, such as with permeable pavement or a green roof. But in the case of a larger project, the Site Design Measure(s) will have to be sized following one of two specified hydraulic sizing criteria. In addition, the project will be required to be designed to incorporate into it **Hydromodification Management Measures** that slow and minimize the amount of runoff so that, ideally, and where possible, there is no net-increase of the post-construction runoff flow rate compared to the pre-construction value for a 2-year, 24-hour storm event. The project proponent or subsequent property owner is required to maintain these storm water control measures in an effective condition for perpetuity.

1.5 ROLE OF THE MUNICIPAL PLAN CHECKER

The Phase II MS4 Permit states that the municipality "shall require these post-construction standards to be applied on applicable new and redevelopment regulated projects, both private development requiring municipal permits and public projects, to the extent allowable by applicable law." Therefore, the role of the municipal plan checker is to verify that applicable projects have been properly conditioned with the post-construction standards. The plan checker will be responsible for performing the following tasks:

- Since LID is integral with the design, communication of post-construction submittal requirements shall be included in land use permits or conditions of approval. A copy of the plan will be available for download on the City of Turlock's website, www.cityofturlock.org.
- Perform an initial review of the submitted post-construction package including the completed Post-Construction Project Worksheet (included in Appendix 8) and the Operation and Maintenance Plan and Certificate of Responsibility (Appendix 9).
- Transmit the package to the municipality's in-house or contracted engineering staff for review of design and calculations.
- Communicate to the project proponent any required changes or modifications and request a re-submittal of information.
- Review the adequacy of the submitted Operation and Maintenance Plan for the proposed post-construction design measures and make sure that the signed Certificate of Responsibility has been received.
- Provide records of all submitted post-construction design information and plans to the Municipal Services Department, which shall be maintained for a minimum of five (5) years.
- Entered into a database or spreadsheet information about Regulated Projects so that they can be tracked by the municipality for annual verification that the storm water treatment measures and hydromodification measures are being maintained in an effective condition.

1.6 ROLE OF THE PROJECT PROPONENT

The Phase II MS4 Permit and the City of Turlock require project proponents to incorporate into its design and completed development post-construction measures that reduce the volume of runoff and mitigate pollutants in runoff. The role of the project proponent is to select design measures that are appropriate for the project and will adequately meet the goals of this Post-Construction Standards Plan, as well as other Federal, State, County, and City of Turlock requirements. The project proponent will be responsible for performing the following tasks:

- Selecting, sizing, and engineering site design measures, source control measures, and hydromodification management techniques that are adequate in meeting the requirements of this plan.
- Providing to the municipal plan checker the required submittal package, supporting information, maps, drawings, and calculations; including plans and calculations that have been stamped by a certified and / or licensed professional.
- Providing an Operation and Maintenance Plan and a signed Certificate of Responsibility to the plan checker for the on-going maintenance of the constructed post-construction design measures.
- Providing any additional requested information to the plan checker.
- Verifying that approved site design measures and source control measures are constructed as specified on the approved plans.

2 Applicability

In regards to the Post-Construction Standards Plan, all projects fall into one of three possible categories: small, regulated, or not applicable. If a project does not qualify under either of the two following sections, the Post Construction Standards Plan does not apply to it.

2.1 SMALL PROJECTS 2,500 TO 5,000 FT^2

Small projects are defined as those that create and/or replace between 2,500 ft^2 and 5,000 ft^2 of impervious surface. This includes projects that have no net increase in the impervious footprint. Small projects would include, but not limited to, the following:

- Single family homes that create and / or replace 2,500 ft^2 or more of impervious surface and are not part of a larger plan of development are considered to be applicable small projects;
- New construction that creates between 2,500 ft^2 and 5,000 ft^2 of impervious surface;
- A demolition of a small project site and the redevelopment of that site if more than 2,500 ft^2 of impervious surface is replaced or created;
- The replacement of 2,500 ft^2 or more of a parking lot;
- The construction of a new parking lot that is less than 5,000 ft^2; and
- A roadway or sidewalk project that is creating or replacing between 2,500 ft^2 and 5,000 ft^2 of impervious surface.

Linear utility projects (LUPs) are not subject to the small project Site Design Measure requirements.

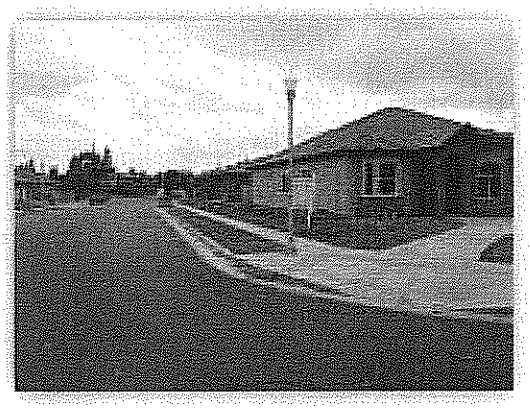


Figure 2 - A single family home that creates and / or replaces 2,500 ft^2 or more is a small project.

Impervious Surface - A surface covering or pavement of a developed parcel of land that prevents the land's natural ability to absorb and infiltrate rainfall/storm water. Impervious surfaces include, but are not limited to; roof tops, walkways, patios, driveways, parking lots, storage areas, impervious concrete and asphalt, and any other continuous watertight pavement or covering. Landscaped soil and pervious pavement, including pavers with pervious openings and seams, underlain with pervious soil or pervious storage material, such as a gravel layer sufficient to hold the specified volume of rainfall runoff are not impervious surfaces.

Source: Phase II MS4 Permit Glossary

2.2 REGULATED PROJECTS >5,000 FT^2

For the purposes of this Post-Construction Standards Plan, a "Regulated Project" is one that will create and / or replace 5,000 ft^2 or more of impervious surface. Regulated Projects include new and redevelopment projects on public or private land that fall under the planning and permitting authority of the municipality.

Redevelopment is defined as any land-disturbing activity that results in the creation, addition, or replacement of exterior impervious surface areas on a site on which some past development has occurred. Redevelopment projects do not include pavement grinding and resurfacing of existing roadways; construction of new sidewalks, pedestrian ramps, or bike lanes on existing roadways; or routine replacement of damaged pavement for short, non-contiguous sections of roadway.

Regulated Projects do not include the following:

- Detached single family homes that are not a part of a larger plan of development (they are considered to be a "small project" even if they exceed 5,000 ft² of impervious surface);
- Projects that are exclusively interior remodels;
- Routine maintenance or repair such as exterior wall surface replacement, pavement grinding and resurfacing within the existing footprint, and roofing replacement or repair;
- Projects consisting solely of sidewalks or bicycle lanes built as part of new streets or roads and built to direct storm water runoff to adjacent vegetated areas;
- Projects consisting solely of impervious trails built to direct storm water to adjacent non-erodible permeable areas;
- Projects consisting solely of sidewalks, bicycle lanes, or trails constructed with permeable surfaces;
- Replacement of damaged pavement or the replacement of short, non-contiguous sections of roadways; and
- Trenching, excavation, and resurfacing associated with Linear Utility Projects (LUPs) unless it has a discrete location that has 5,000 ft² or more of newly constructed contiguous impervious surface such as a pump station or maintenance facility. In such cases, only the discrete location is subject to this Post-Construction Standards Plan.

Please note that some of the above-listed projects may still be considered "small projects" even if they are exempted from being a Regulated Project.

2.2.1 The 50% Rule

If a redevelopment project results in an increase of ***more than*** 50 percent of the impervious surface of a previously existing development, runoff from the entire project, consisting of all existing, new, and / or replaced impervious surfaces, must be included in the selection and sizing of site design measures, LID design standards, and hydromodification management measures to the extent feasible. However, if the redevelopment project results in an increase of ***less than*** 50 percent of the impervious surface, only runoff from the new and /or replaced impervious surface must be included in the selection and sizing of site design measures, LID design standards, and hydromodification management measures.

For street and road widening projects that include additional traffic lanes, where the addition of traffic lanes results in an alteration of ***more than*** 50 percent of the impervious surface, runoff from the entire project must be included in the selection and sizing of site design measures, LID design standards, and hydromodification management measures. However, if the addition of traffic lanes results in an alteration of ***less than*** 50 percent of the impervious surface, only the runoff from the new and / or replaced impervious surface is required to be included in the selection and sizing of site design measures, LID design standards, and hydromodification management measures.

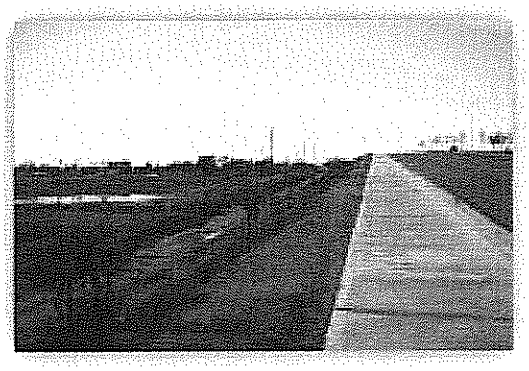


Figure 3 – Capital improvement projects such as roadways must include post-construction design measures and be appropriately sized.

2.2.2 Effective Date of Applicability

This Post-Construction Standards Plan becomes effective on July 1, 2015 (or the date this plan is adopted by the City of Turlock, whichever is sooner). Until that date, all projects must comply with the existing and previously-adopted post-construction requirements of the City of Turlock, which includes complying with design requirements contained in Attachment 4 of the previous Phase II MS4 Permit (Order 2003-0005-DWQ). After July 1, 2015 (or the date this plan is adopted by the City of Turlock, whichever is sooner), this Post-Construction Standards Plan will apply to all applicable public and private new and redevelopment "Small" and "Regulated Projects". Any discretionary projects that have been deemed complete prior to July 1, 2015 (or the date that this plan is adopted by the municipality, whichever is sooner) and have unexpired vesting tentative maps will only need to comply with the municipality's post-construction requirements that were in effect at the time of the map approval. Capital improvement projects or municipal-owned projects, for which their governing body or designee approved the initiation of the project design prior to July 1, 2015 (or the date that this plan is adopted by the municipality, whichever is sooner), will need only to comply with the post-construction requirements that were in place at that time.

Approved Tentative Maps and Signed Improvement Plans are completed once a discretionary project has a tentative map application that is deemed complete by the City of Turlock. Approval of development applications is a discretionary action taken by the City of Turlock once a discretionary project has a development application deemed complete. If the discretionary project has a tentative map application or development application that was deemed complete prior to the second year of the effective date of the Small MS4 Permit (i.e. prior to 1 July 2015), it is not subject to the Post Construction Standards of the Small MS4 Permit.

3 The Submittal and Review Process

Projects applicable to this Post-Construction Standards Plan may originate from different sources. They may be private non-discretionary or discretionary projects, or they may be municipal-owned projects. The following sections describe how applicable projects are detected by the municipality and appropriately conditioned with post-construction design requirements. This section also summarizes the submittal requirements for each type of project.

3.1 MINISTERIAL (NON-DISCRETIONARY BUILDING PERMIT) PROJECTS

Projects that are ministerial or non-discretionary projects are those that are not required to pass through the plan check process and can be issued a building permit over the counter. Typically, these projects will either not be applicable to this Post-Construction Standards Plan or be considered "small" projects as defined in Section 2.1. Specific submittal requirements for small projects are identified in Section 4 of this plan. In general, proponents of non-discretionary small projects, will need to submit, at the permit counter, information about the project, the selected design measures, and a printout copy of the State Water Board's Post-Construction Calculator.

If a ministerial project is found to be a "Regulated Project" as defined in Section 2.2, the requirement for the project to include site design measures, source control measures, LID design standards, and hydromodification management techniques will necessitate that it pass through the plan check process and, thus, will make it become a discretionary project, with respect to this Post-Construction Standards Plan.

3.2 DISCRETIONARY (PLAN CHECK) PROJECTS

Discretionary projects are those that are required to pass through the plan check process and be conditioned with site-specific requirements. Discretionary projects have the potential to be classified as "small", "regulated", or not applicable to this Post-Construction Standards Plan. In general, proponents of discretionary projects must submit to the plan checker information about the project, which may include: the project's applicability status to the Post-Construction Standards Plan, site design plans and specifications, a completed Post-Construction Project Worksheet form, and an O&M Plan and signed Certificate of Responsibility. The plan checker will review the post-construction submittal package for completeness and will direct it to the engineering reviewers. Once comments are received from the engineering reviewers, the project proponent will be notified by the plan checker of any required modifications or of the approval of the proposed post-construction design measures. Regulated Projects will be entered into a database or spreadsheet to be tracked by the municipality for annual verification that the storm water treatment measures and hydromodification measures are being maintained in an effective condition.

3.3 CAPITAL IMPROVEMENT / MUNICIPAL-OWNED PROJECTS

Public projects, capital improvement projects (CIPs), or other municipal-owned projects typically do not pass through the plan check process, but must also be reviewed for applicability of the post-construction requirements. The following process will be implemented by the City of Turlock in conditioning and reviewing projects for the post-construction requirements of the municipality's Phase II MS4 Permit.

1. The municipal department sponsoring the project will review and evaluate the project's applicability to the post-construction requirements and make a determination as to whether the proposed project is a "small" project as defined in Section 2.1, a "regulated" project as defined in Section 2.2, or is exempt from the post-construction requirements.
2. The sponsoring department will submit to the City Engineer a partially completed Post-Construction Project Worksheet (included in Appendix 8) which will identify information about the project and the selection of the required post-construction design measures. The City Engineer, or an engineering contractor, will provide the sizing and design criteria for the selected site design measures, source control measures, LID design standards, and hydromodification management techniques.
3. The Municipal Services Department will develop an operation and maintenance plan for the post-construction treatment and hydromodification measures.
4. The Municipal Services Department will maintain records of all project-related post-construction design information and plans for a minimum of 5 years.
5. Regulated Projects will be entered into a database or spreadsheet to be tracked by the Municipal Services Department for annual verification that the storm water treatment measures and hydromodification measures are being maintained in an effective condition.

4 Requirements for Small Projects (2,500 to 5,000 ft^2)

The following is a 3-step process required by the City of Turlock for small projects as defined in Section 2.1.

4.1 SELECT SITE DESIGN MEASURES

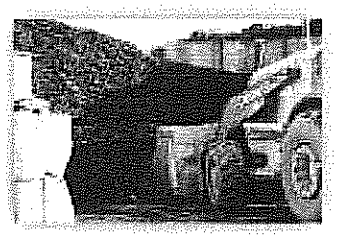
The first step is for the project proponent to select and implement into the project's design one or more of the following **Site Design Measures**:

Stream Setbacks and Buffers – are vegetated areas (including trees, shrubs, riparian habitat, or herbaceous vegetation) that exist or are established to protect a stream system, lake, reservoir, or estuary. These areas provide a buffer between the development and the water body to filter out pollutants carried by storm water, provide stabilization of erodible banks and opportunities to infiltrate water prior to discharging, and help slow peak flows. The *California Storm Water Quality Association's (CASQA) Best Management Handbook (BMP) for New Development and Redevelopment* has a specification sheet (TC-31) for Vegetated Buffer Strips that contains useful information applicable to stream setbacks and buffers. It can be downloaded at:

www.casqa.org/sites/default/files/BMPHandbooks/tc-31_from_newdevelopmentredevelopment_handbook.pdf

Contra Costa County has a compiled a list of Northern California and other U.S. counties who have stream buffer requirements. This list can be accessed at the following website and utilized as guidance for sizing buffer widths:

www.acgov.org/pwa/documents/Contra%20Costa%20County%20HCP%20Table%206-4%20Setbacks.pdf

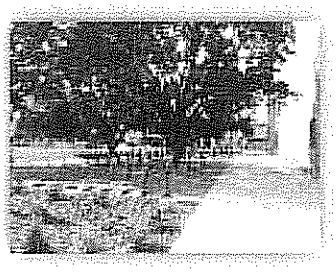


Soil Quality Improvement and Maintenance – is accomplished through the addition of soil amendments and the creation of a healthy microbial community. Soils with higher organic content are less likely to erode and also provide nutrients needed to maintain healthy plants. This, in turn, means that landscaping will require less fertilizers and pesticides. Soils with more organic content or covered with a compost layer will retain moister, requiring them to be irrigated less often. Engineered soils allow water to infiltrate and be stored below grade providing LID and hydromodification benefits. The United States Department of

REQUIREMENTS FOR SMALL PROJECTS (2,500 TO 5,000 FT2)

Agriculture's Natural Resources Conservation Service (NRCS) has a publication called the *Urban Soil Primer* which is an excellent resource in helping developers understand how healthy soils improve water quality. This resource can be downloaded at:

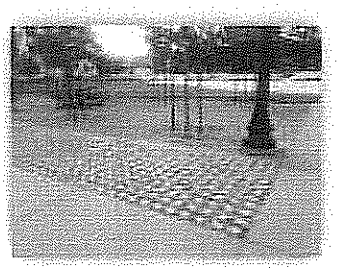
www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052835.pdf



Tree Planting and Preservation – includes the preservation of existing trees and the establishment of new ones. Both evergreens and deciduous trees can be utilized. Trees are beneficial to water quality in that they help stabilize erodible soil, dissipate energy of falling rain, and help slow peak flow rates.

Rooftop and Impervious Area Disconnection – is where roof drains and hardscapes do not discharge directly to a storm drain inlet but are directed to permeable areas or rain water collection and harvesting mechanisms. Water, in excess of the permeable area's infiltration capacity or the capacity of the collection / harvesting system, can be directed to a drainage system. CASQA has a BMP specification sheet (SD-11) that provides information about designing roof runoff controls. It can be downloaded at:

www.casqa.org/sites/default/files/BMPHandbooks/sd-11.pdf

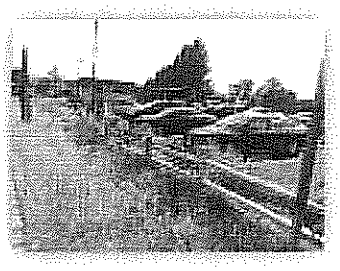


Porous Pavement – is pavement that allows runoff to pass through it and infiltrate into the underlying soils. Porous pavement systems are typically designed with a subsurface drainage and storage system that consists of a bed of rock and piped collection system below the porous pavement. Where soils have high infiltration rates, water is allowed to dissipate directly into the soil. Where infiltration rates are less than desirable, a sub-grade gravity collection system conveys excess water to a storm water outfall or storm water sewer system. Porous pavement includes porous asphalt and concrete, porous pavers and bricks, cobbles, reinforced grass pavement, and gravel covered surfaces.

REQUIREMENTS FOR SMALL PROJECTS (2,500 TO 5,000 FT2)

Green Roofs – is an engineered vegetative layer grown on a roof that allows a certain amount of runoff reduction by infiltration, storage, and evapo-transpiration. In 2010, the United States Environmental Protection Agency (USEPA) published a document titled: *Design Guidelines and Maintenance Manual for Green Roofs in the Semi-Arid and Arid West.* This guidance document can be downloaded at:

http://www2.epa.gov/sites/production/files/documents/GreenRoofsSemiAridAridWest.pdf



Vegetated Swales – are a vegetated, open-channel management practice designed specifically to treat and attenuate storm water runoff through infiltration, biotreatment, and evapo-transpiration. If they are designed with engineered soils, storage and greater infiltration can be achieved. CASQA has a BMP specification sheet (TC-30) that provides information about designing vegetated swales. It can be downloaded at:

www.casqa.org/sites/default/files/BMPHandbooks/TC-30.pdf

Rain Barrels and Cisterns – is a system that collects and stores storm water runoff from a roof or other impervious surfaces. Collected water is saved and reused for irrigation or other purposes. In 2008, the USEPA published a document titled: *Managing Wet Weather with Green Infrastructure Municipal Handbook: Rainwater Harvesting Policies.* This guidance document can be downloaded at:

http://water.epa.gov/infrastructure/greeninfrastructure/upload/gi_munichandbook_harvesting.pdf

The City of San Diego published a Rain Water Harvesting Guide, which can be downloaded at:

http://www.sandiego.gov/water/pdf/conservation/rainwaterguide.pdf

REQUIREMENTS FOR SMALL PROJECTS (2,500 TO 5,000 FT2)

4.2 QUANTIFY THE RUNOFF REDUCTION

The second step for small projects is for the project proponent to quantify the runoff reduction resulting from the implementation of the selected Site Design Measure(s). The Phase II MS4 Permit does not set any goals or minimum amounts of runoff reduction. Therefore, this step is only informational. To accomplish this quantification of runoff reduction, the project proponent is required to utilize the State Water Board's Post-Construction Calculator which is available on the Water Board's SMARTS website or can be accomplished through the State's Microsoft Excel™ version of the calculator. The Water Board has created an instructional video on how to populate and use the Post-Construction Calculator. Information about how to access the calculator is included in Appendix 5 of this document.

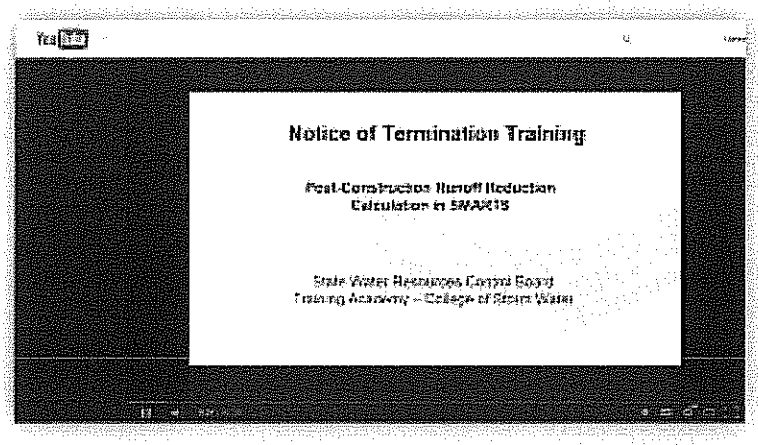
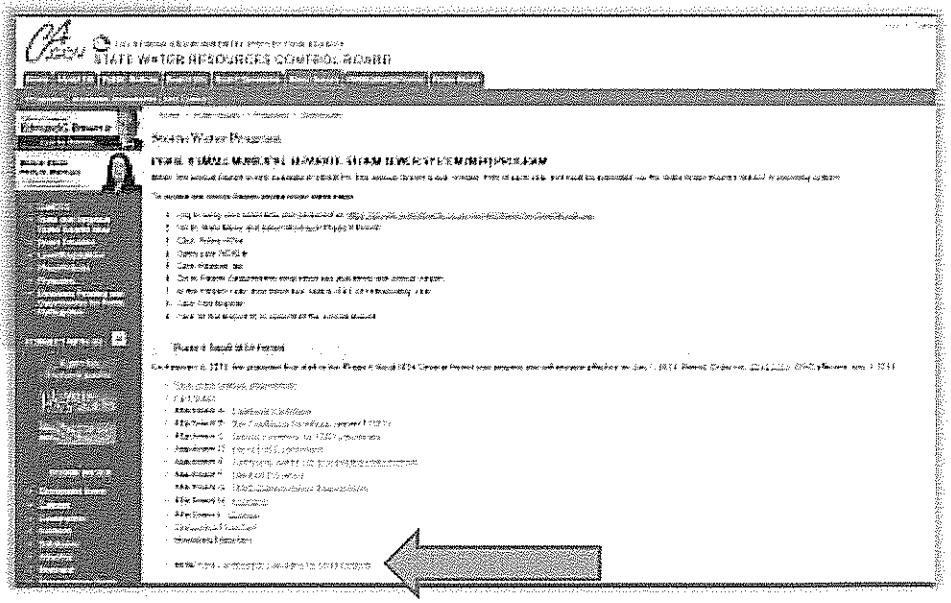


Figure 4 - The Water Board created this 47-minute video that describes how to use the Post-Construction Calculator on SMARTS. It will also help with the Excel version. Although the video was created for the Construction General Permit, it also applies to the Post-Construction Standards Plan. It can be accessed at:
https://www.youtube.com/watch?v=W3nidpi8WHY&feature=youtu.be

Post-Construction Calculator for Small Projects

The Water Board has created a Microsoft Excel version of the calculator that can now be downloaded from the State Water Board's website at the following link: http://www.swrcb.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml



REQUIREMENTS FOR SMALL PROJECTS (2,500 TO 5,000 FT2)

4.3 PREPARE THE SUBMITTAL

The third and final step for the "small" project proponent is to compile the information required to be submitted to the plan checker. This includes the following items:

- A completed Post-Construction Worksheet (obtained from Appendix 8).
- Site plans showing the selected Site Design Measure(s) (identified in Section 4.1). The plans must be stamped by a California Civil Professional Engineer if any of the following Site Design Measures were selected: rooftop and impervious area disconnection, porous pavement, or rain cisterns. The plans must be stamped by a California Structural Professional Engineer if a green roof was selected or if there is a significant structural aspect to the rain cisterns and collection system. The plans must be stamped by a California Licensed Landscape Architect if any of the following Site Design Measures were selected: stream setbacks and buffers, soil quality improvement, or vegetated swales. The Site Design Measure(s) must be clearly called out on the submitted plans.
- A printout of the results page from the Water Board's SMARTS or Microsoft Excel™ Post-Construction Calculator, or alternative method approved by the City of Turlock.

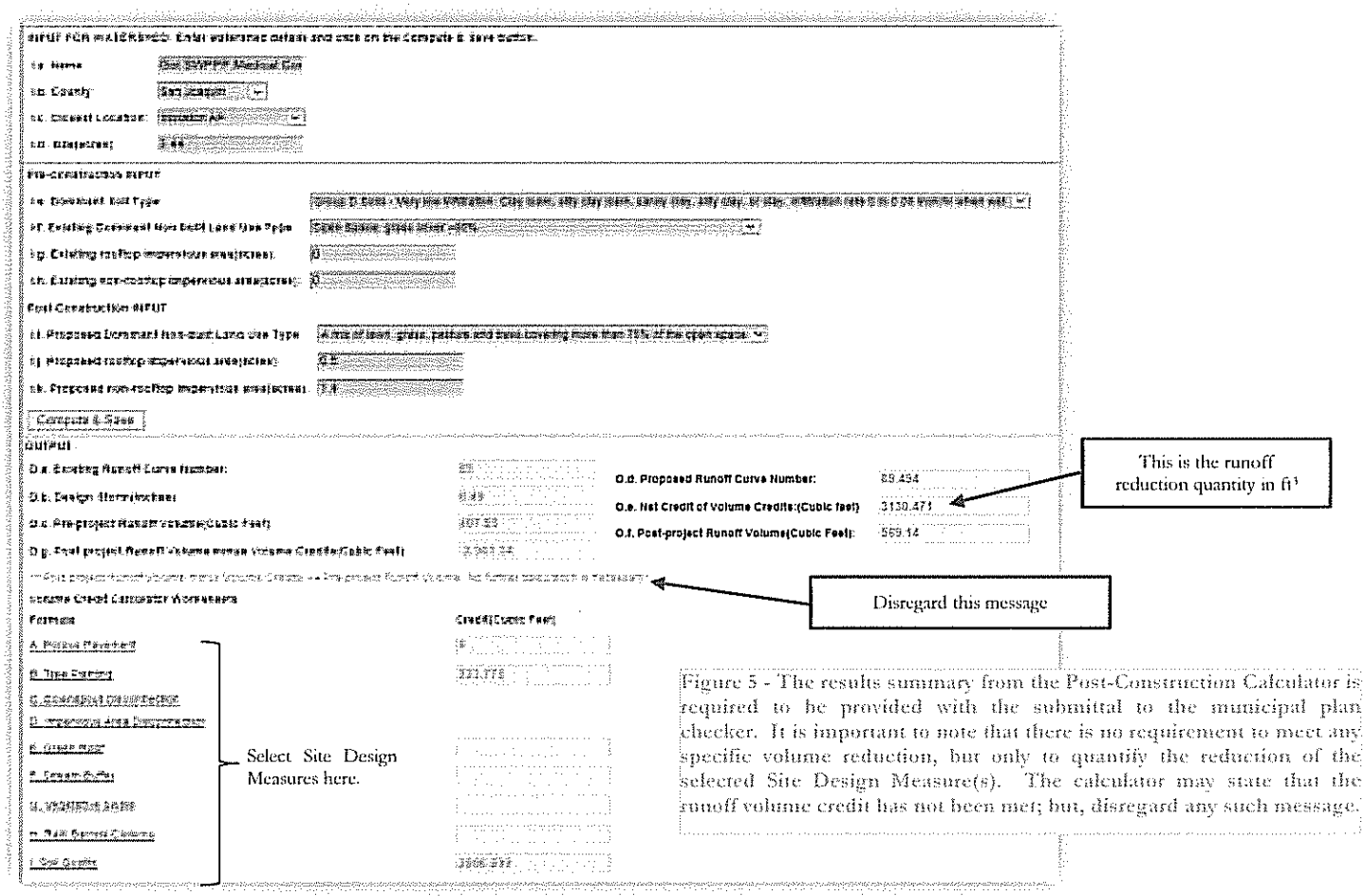


Figure 5 - The results summary from the Post-Construction Calculator is required to be provided with the submittal to the municipal plan checker. It is important to note that there is no requirement to meet any specific volume reduction, but only to quantify the reduction of the selected Site Design Measure(s). The calculator may state that the runoff volume credit has not been met; but, disregard any such message.

5 Requirements for Regulated Projects

The following is a 6-step process required by the City of Turlock for Regulated Projects as defined in Section 2.2.

5.1 SPECIFY DRAINAGE MANAGEMENT AREAS

Regulated Projects are required to provide a map or diagram that divides the development into discrete Drainage Management Areas (DMAs). These are areas of the project where the nature of the development is distinct from the other portions of the development and, therefore, require a unique approach to mitigating storm water runoff. A separate DMA would also be necessary for portions of the project where post-construction design measures are dedicated to that portion and operate independently from the other DMAs. Some projects will have multiple DMAs while other projects may have only one single DMA.

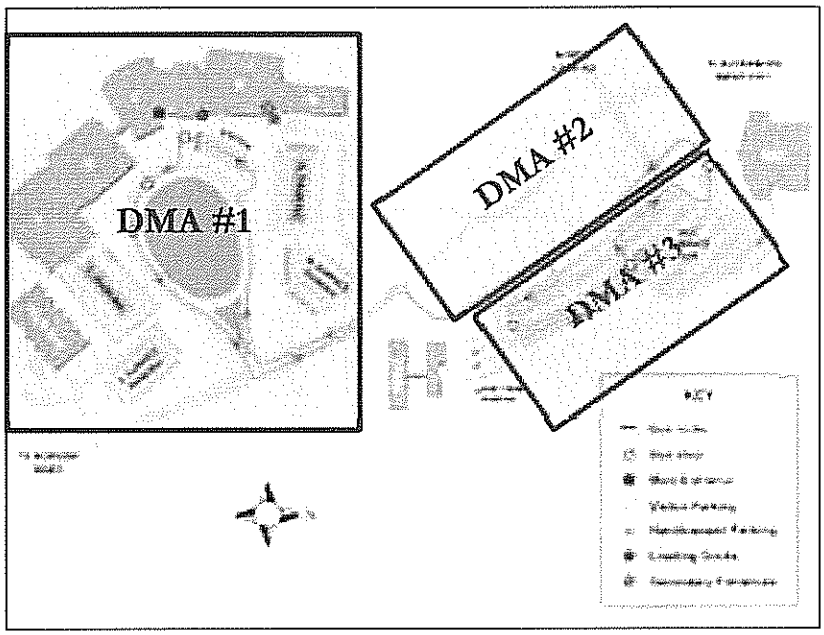


Figure 6 - Regulated Projects must submit a map with the boundaries of the various DMAs depicted.

5.2 IDENTIFY APPLICABLE SOURCE CONTROLS

The project proponent is required to identify potential sources of pollutants and to include into the design appropriate Best Management Practices / Source Controls. If a proposed Regulated Project has any of the potential pollutant-generating activities or sources identified in Table 1, it must be designed and operated consistent with the recommendations provided in the CASQA Storm Water BMP Handbooks. A link is provided in Table 1 to each BMP specification. The CASQA Handbooks can be accessed in their entirety at www.CASQA.org . There is an annual subscription to access the Commercial / Industrial Handbook and the Construction Handbook. At the date of this edition of the Post-Construction Standards Plan, CASQA was still offering free access to their BMP Handbooks for Municipal Operations and New Development and Redevelopment.

REQUIREMENTS FOR REGULATED PROJECTS

TABLE 1 – LIST OF SOURCE CONTROLS

Activity / Pollutant Source	CASQA BMP Handbook Link	Activity or Design-based Control Measure
Accidental spills or leaks	SC-11	Activity
Interior floor drains	SC-10	Activity and Design (connection of interior floor drains to the storm drainage system is prohibited)
Parking / storage areas and maintenance	SC-43	Activity
Indoor and structural pest control	SC-35	Activity
Landscape / outdoor pesticide use	SD-10 BG-40	Activity
Pools, spas, ponds, decorative fountains, and other water features	BG-63 SC-72	Activity and Design
Restaurants, grocery stores, and other food service operations	BG-30	Activity
Refuse areas	SC-34 SD-32	Activity and Design
Industrial processes	SD-35 SD-36	Design
Outdoor storage of equipment or materials	SC-32 SD-34	Activity and Design
Vehicle and equipment cleaning	SC-21 SD-33 BG-65	Activity and Design
Vehicle and equipment repair and maintenance	SC-22 BG-21	Activity
Fuel dispensing areas	SC-20 SD-30 BG-22	Activity and Design
Loading docks	SC-30 SD-31	Activity and Design
Fire sprinkler test water	SC-41	Activity
Drain or wash water from boiler drain lines, condensate drain lines, rooftop equipment, drainage sumps, and other sources	SC-10 SC-41	Activity
Unauthorized non-storm water discharges	SC-10	Activity
Building and grounds maintenance	SC-41	Activity

REQUIREMENTS FOR REGULATED PROJECTS

5.3 INCORPORATE LOW IMPACT DEVELOPMENT DESIGN STANDARDS

The project proponent must demonstrate how each DMA has been designed to accomplish the LID Standards listed in Table 2.

TABLE 2 – LID STANDARDS

1. **Define the development envelope and protected areas, identifying areas that are most suitable for development and areas to be left undisturbed.**
2. **Concentrate development on portions of the site with less permeable soils and preserve areas that can promote infiltration.**
3. **Limit overall impervious coverage of the site with paving and roofs.**
4. **Set back development from creeks, wetlands, and riparian habitats.**
5. **Preserve significant trees.**
6. **Conform the site layout along natural landforms.**
7. **Avoid excessive grading and disturbance of vegetation and soils.**
8. **Replicate the site's natural drainage patterns.**
9. **Detain and retain runoff throughout the site.**

In completing Post-Construction Project Worksheet (included in Appendix 8), the project proponent will be required to demonstrate for each DMA how it is accomplishing the nine LID Standards listed in Table 2. This demonstration can be done through narrative description, calculations, supporting information, and / or site plans and diagrams. The municipal plan checker will review the project proponent's response to each of the nine LID Standards and may challenge unsubstantiated statements, request additional information, or request that more be done to meet the objective of one or more of these LID Standards.

5.4 SELECT AND SIZE SITE DESIGN AND TREATMENT CONTROL MEASURES

As with small projects, Regulated Projects must also select one or more Site Design Measures (also called "facilities" in the Phase II MS4 Permit) that infiltrate, evapo-transpire, harvest and reuse, or biotreat storm water runoff. Regulated Projects are required to reduce the amount of runoff by sizing each "facility" (Site Design or Treatment Control Measure) to one of two hydraulic design criteria specified in the Phase II MS4 Permit. This section of the plan discusses how project proponents select, size, and configure Site Design and Treatment Control Measures.

5.4.1 List of Site Design Measures and Associated Sizing Criteria

Many of the Site Design Measures are described in Section 4.1 of this Post-Construction Standards Plan. Table 3 lists these Site Design Measures along with other possible Treatment Control Measures that infiltrate, evapo-transpire, harvest and reuse, or biotreat storm water runoff. The project proponent will need to select one or more of these control measures for each DMA. For each measure listed in Table 3, the appropriate hydraulic sizing criteria and specification reference is also provided.

REQUIREMENTS FOR REGULATED PROJECTS

TABLE 3 – SITE DESIGN AND TREATMENT CONTROL MEASURES

Site Design or Treatment Control Measure	Description	CASQA Specification	Sizing Criteria
Stream setbacks and vegetated buffers *(Site Design Measure)*	*Preservation of a green strip or vegetated buffer between the development and the discharge point through which storm water runoff passes.*	TC-10	Flow
Soil quality improvement *(Site Design Measure)*	*Commonly used in conjunction with landscaping, bioretention, or storm water gardens. Also known as "engineered soils", through which storm water can infiltrate. This provides additional on-site storage and reduces peak flow rates.*	TC-40	Volume
Tree planting and preservation *(Site Design Measure)*	*Incorporated into the site's landscaping. Trees reduce the energy of falling rain and help to reduce peak flow rates.*	SD-10	SMARTS Calculator
Porous pavement *(Site Design Measure)*	*Porous asphalt, concrete, or pavers; cobbles or rock covered surfaces; typically with at least 18" of drainage rock below the porous surface covering to store and infiltrate storm water.*	SD-20	Volume
Green roofs *(Site Design Measure)*	*Plants and growing media permanently installed on a rooftop to allow a certain amount of storm water infiltration and storage.*	TC-40	Volume
Vegetated swales *(Site Design Measure)*	*Storm water conveyance swales that are vegetated to stabilize the swale and prevent erosion. Vegetated swales improve water quality by providing filtration and bio-uptake of pollutants and by promoting sedimentation of suspended particles. Often, vegetative swales are used in conjunction with "soil quality improvement" to provide greater infiltration and / or with retention or detention basins.*	TC-30	Flow
Rain harvesting and reuse *(Site Design Measure)*	*Large scale or small scale capture, collection and re-use of storm water runoff. Includes rain barrels used at downspouts and large cisterns and collection systems.*	TC-12	Volume
Bioretention and rain gardens *(Treatment Control Measure)*	*Depressed landscaped areas to which storm water runoff flows. These rain gardens are designed with engineered soils so that they facilitate infiltration and storage of storm water.*	TC-32	Volume
Infiltration trench, Flow-through Planter, or Tree Wells *(Treatment Control Measure)*	*Similar in concept to a French drain or a leach field, in which storm water runoff is able to drain to a trench or pit that has been filled with rock. It provides underground storage of the water until it can infiltrate into the soils.*	TC-10	Volume and Flow
Retention and detention basins *(Treatment Control Measure)*	*Aboveground storage of storm water runoff in a basin that allows it to infiltrate into soils and / or be stored and released at a slower flow rate. Impounded water must be infiltrated or discharged within 72 hours to avoid vector breeding problems.*	TC-11 TC-12 TC-22 TC-40	Volume

A single control measure or a combination of two or more of the control measures specified in Table 3 can be used to meet the hydraulic sizing criteria for each DMA. An example of a control measure combination would be a site using engineered soils below a vegetated swale and using a rain harvesting /

collection system for roof drains that are in the same DMA. Information for on-line publicly available design references and guidance to many of the above-listed control measures are provided in Appendix 7.

5.4.2 Volumetric Criteria

The Phase II MS4 Permit requires the municipality to condition applicable new development and redevelopment projects to require "facilities" designed to evapo-transpire, infiltrate, harvest/use, and biotreat storm water ***and that are designated on Table 3 as a volume-sized control measure*** to meet at least one of the following volumetric hydraulic sizing design criteria:

- The maximized capture storm water volume for the tributary area, on the basis of historical rainfall records, determined using the formula and volume capture coefficients in the *Urban Runoff Quality Management, WEF Manual of Practice No. 23/ASCE Manual of Practice No. 87 (1998)* pages 175-178 (that is, approximately the 85th percentile 24-hour storm runoff event); ***or***
- The volume of annual runoff required to achieve 80 percent or more capture, determined in accordance with the methodology in Section 5 of *CASQA's Stormwater Best Management Practice Handbook, New Development and Redevelopment (2003)*, using local rainfall data.

As a part of this Post-Construction Standards Plan, the City of Turlock is providing the project proponent with a Microsoft Excel™ worksheet that calculates the volumetric criteria. (Refer to Appendix 6 for information on how to download and use the worksheet). In this worksheet, capture volumes can be calculated using both of the above-referenced volumetric criteria methods. Both methods are described in Section 5 of the *2003 Edition of the CASQA Stormwater Best Management Practice Handbook for New Development and Redevelopment.* Section 5 of the handbook can be accessed and downloaded at the following web link:

www.casqa.org/sites/default/files/BMPHandbooks/BMP_NewDevRedev_Section_5.pdf

The project proponent can select either method to size the Site Design and Treatment Control Measures that require volumetric sizing as specified in Table 3. ***To satisfy the plan check requirements one or more of these control measures must be used for each DMA and sized for the total runoff area of the DMA.***

The State Water Board's Post-Construction Calculator (refer to Appendix 5) provides a discharge credit for trees by allowing an area of 218 ft² for each evergreen tree and 109 ft² for each deciduous tree. If trees are included within the DMA boundary, the project proponent may take the total area within the DMA (number of trees multiplied by the allowed area credit) multiplied by the "P" value (converted from inches to feet) as shown on Volumetric Sizing Tool in Appendix 6. This will provide a volume reduction in cubit feet which may be used in meeting the overall volumetric criteria for the DMA and has been built into the Volumetric Sizing Tool.

5.4.3 Flow-Based Criteria

The Phase II MS4 Permit requires the municipality to condition applicable new development and redevelopment projects to require "facilities" designed to evapo-transpire, infiltrate, harvest/use, and biotreat storm water ***and that are designated on Table 3 as a flow-sized control measure*** to meet at least one of the following flow-based hydraulic sizing design criteria:

- The flow of runoff produced from a rain event equal to at least 0.2 inches per hour intensity; ***or***
- The flow of runoff produced from a rain event equal to at least 2 times the 85th percentile hourly rainfall intensity as determined from local rainfall records. Local rainfall records are provided in Appendix D of the *CASQA Stormwater Best Management Practice Handbook for New Development and Redevelopment* for Fresno, Sacramento, and Redding, California.[3] Table 4 below provides the 85th percentile hourly rainfall intensities for these Central Valley locations as reported in the CASAQ BMP Handbook.

TABLE 4 – RAINFALL INTENSITIES AND FLOW-BASED DESIGN VALUES

Central Valley Weather Station	85th Percentile Rainfall Intensity (inches/hour)	Flow-Based Design Value (2 x 85th Percentile Intensity in inches/hour)
Fresno – Yosemite International Airport (3257)	0.090	0.180
Sacramento – 5 ESE (7633)	0.093	0.186
Redding – Municipal Airport (7304)	0.130	0.260

The project proponent can select either method to size the Site Design and Treatment Control Measures that require flow-based sizing as specified in Table 3. ***To satisfy the plan check requirements one or more of these control measures must be used for each DMA and sized for the total runoff area of the DMA.***

5.4.4 Allowed Variations and Exceptions

Site Design and Treatment Control Measures that infiltrate or bioretain storm water into the subsurface may be altered in their design as specified on Table 5.

TABLE 5 – ALLOWED DESIGN VARIATIONS

Condition	Allowed Variation
Facilities located within 10 feet of structures or other potential geotechnical hazards established by the geotechnical expert for the project	May incorporate an impervious cutoff wall between the bioretention / infiltration facility and the structure or other geotechnical hazard

[3] www.casqa.org/sites/default/files/BMPHandbooks/BMP_NewDevRedev_Appendix_D.pdf

Facilities with documented high concentrations of pollutants in underlying soil or groundwater; facilities located where infiltration could contribute to a geotechnical hazard; and facilities located on elevated plazas or other structures	May incorporate an impervious liner and may locate the underdrain discharge at the bottom of the subsurface drainage/storage layer (this configuration is commonly known as a "flow-through planter")
Facilities located in areas of high groundwater, highly infiltrative soils or where connection of underdrain to a surface drain or to a subsurface storm drain are infeasible	May omit the underdrain
Facilities serving high-risk areas such as fueling stations, truck stops, auto repairs, and heavy industrial sites	Are required to provide additional treatment to address pollutants of concern prior to the flow reaching the infiltration facility

If the project proponent demonstrates that the use of bioretention or infiltration control measures are infeasible at the site, other types of treatment such as tree-box biofilters, compost filters, or in-vault media filters may be utilized for the following types of projects:

1. Projects creating or replacing an acre or less of impervious area, and located in a designated pedestrian-oriented commercial district (i.e., smart growth projects), and having at least 85% of the entire project site covered by permanent structures;
2. Facilities receiving runoff solely from existing (pre-project) impervious areas; and
3. Historic sites, structures or landscapes that cannot alter their original configuration in order to maintain their historic integrity.

If any of these alternate non-infiltrating treatment control measures are utilized, they must meet the following performance criteria:

- Sized to treat the volumetric criteria specified in Section 5.4.2 or the flow-based criteria in Section 5.4.3 as appropriate to the type of treatment control measure selected.
- Selected to effectively remove pollutants of concern associated with the new development.

The project proponent is required to support the demonstration of infeasibility of using bioretention or infiltration control measures at the project site and the selection of the alternate non-infiltration treatment control measure(s) through the opinion of a qualified expert such as a California licensed Professional Civil Engineer, a California licensed Professional Geologist, a California licensed Geotechnical Engineer, and/or an EnviroCert International, Inc. Certified Professional in Storm Water Quality (CPSWQ). If an alternate non-infiltrating treatment control measure(s) is proposed by the project proponent, a technical report, stamped and signed by any of the above-referenced experts, demonstrating infeasibility of bioretention or infiltration and the selection and sizing of the alternate treatment control measure must be submitted with the Post-Construction Project Worksheet (Appendix 8).

5.5 INCORPORATE HYDROMODIFICATION MANAGEMENT MEASURES

Storm water runoff that is not addressed with Site Design Measures must be treated with Treatment Control Measures (both of which are identified on Table 3) designed to infiltrate, evapo-transpire, and/or bioretain runoff. In other words, if the DMA is utilizing trees and a storm water capture, collection, and reuse system, **only the net runoff**, after factoring in the credit for the trees and for the amount captured / recycled, is subject to being included in the treatment control requirements. Treatment "facilities" must comply with the following design parameters:

1. Sized to treat the volumetric criteria specified in Section 5.4.2 or the flow-based criteria in Section 5.4.3 as appropriate to the type of treatment control measure selected;
2. Maximum surface loading rate of the infiltration facility of 5 inches per hour, based on the runoff rates calculated for the DMA;
3. Minimum surface reservoir volume equal to surface area of the infiltration facility times a depth of 6 inches;
4. Minimum planting medium depth of 18 inches. The planting medium must sustain a minimum infiltration rate of 5 inches per hour throughout the life of the project and must maximize runoff retention and pollutant removal. A mixture of sand (60%-70%) meeting the specifications of American Society for Testing and Materials (ASTM) C33 and compost (30%-40%) may be used.
5. Subsurface drainage/storage layer (typically gravel) with an area equal to the surface area and having a minimum depth of 12 inches;
6. Underdrain with discharge elevation at top of the gravel layer;
7. No compaction of soils beneath the treatment control "facility"; or if the soils had previously been compacted, they must be ripped and loosened;
8. No liners or other barriers interfering with infiltration; and
9. Appropriate plant palette for the specified soil mix and maximum available water use.

Alternatives to the above-listed nine design parameters for treatment "facilities" is allowed if **all** of the following equivalent effectiveness features are demonstrated:

- Equal or greater amount of runoff infiltrated or evapo-transpired;
- Equal or lower pollutant concentrations in runoff that is discharged after biotreatment / infiltration;
- Equal or greater protection against shock loadings and spills; and
- Equal or greater accessibility and ease of inspection and maintenance.

The below italicized paragraph must be implemented by June 30, 2016:

Regulated projects that create and / or replace one acre or more of impervious surface must have incorporated Site Design and Treatment Control Measures (from Table 3) that prevent the post-project runoff from exceeding the pre-project flow rate for a

2-year, 24-hour storm event. This does not include projects that do not increase impervious surface area over the pre-project conditions. The 2-year, 24-hour values for a few selected Central Valley locations are shown in Table 6. The 2-year, 24-hour storm event volumes for all of Northern California are included on an isopluvial map included on the last tab of the Volumetric Post-Construction BMP Sizing Tool (which can be downloaded following the instructions in Appendix 6).

TABLE 6 – 2-YEAR, 24-HOUR STORM TOTALS FOR SELECTED LOCATIONS

Location	2-Year 24-Hour Design Value
City of Redding	4.0 inches
Yuba City	2.25 inches
City of West Sacramento	2.25 inches
City of Lodi	1.8 inches
City of Modesto	1.4 inches
City of Oakdale	1.55 inches
City of Merced	1.55 inches

5.6 PREPARE THE SUBMITTAL

The sixth and final step for Regulated Projects is to compile the information required to be submitted to the plan checker. This includes the following items:

- A completed Post-Construction Worksheet is required (obtained from Appendix 8).
- A separate site plan for each DMA must be submitted. If there are multiple DMAs, a key map showing the location of the DMAs in relationship to one another and the entire site is required to be submitted. Each DMA site plan is required to show the following information:
  - ✓ DMA name and boundary;
  - ✓ The selected Site Design and Treatment Control Measures (identified in Table 3);
  - ✓ The total drainage area in square feet of the DMA;
  - ✓ The pre-development peak flow rate at the point(s) of discharge;
  - ✓ The predicted post-development peak flow rate at the point(s) of discharge;
  - ✓ Areas of existing impervious surfaces (pre-development);
  - ✓ Proposed areas of impervious surfaces (post-development);
  - ✓ Setbacks from creeks, wetlands, and riparian habitats;
  - ✓ Existing topography and drainage patterns (pre-development);
  - ✓ Proposed topography and drainage patterns (post-development);
  - ✓ Soil types, soil type boundaries within the DMA, and their Hydrologic Soil Group Classification rating (A, B, C, or D); and
  - ✓ Trees, vegetation, and sensitive environmental areas to be protected and preserved.

REQUIREMENTS FOR REGULATED PROJECTS

Each plan must be stamped by a qualified licensed professional. The plans must be stamped by a California Civil Professional Engineer if any of the following control measures were selected: rooftop and impervious area disconnection, porous pavement, rain cisterns, bioretention or rain gardens, infiltration trench, or retention or detention basins. The plans must be stamped by a California Structural Professional Engineer if a green roof was selected or if there is a significant structural aspect to the rain cisterns and collection system. The plans must be stamped by a California licensed Landscape Architect if any of the following Site Design Measures were selected: stream setbacks and buffers, soil quality improvement, vegetated swales, bioretention and rain gardens. The selected Site Design and Treatment Control Measure(s) must be clearly called out on the submitted plans.

Soil types and Hydrologic Soil Groups (HSGs) can be identified using the USDA's online Web Soil Survey. The online tool uses aerial maps to select the area of interest. To access this online reference, go to:

http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

TABLE 7 – HYDROLOGIC SOIL GROUPS

Group A	Low runoff potential, high infiltration rates
Group B	Moderately low runoff potential, good infiltration rates
Group C	Moderately high runoff potential, low infiltration rates
Group D	High runoff potential, poor infiltration

For more information on the HSG classifications, go to:
http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba

- Design drawings for the proposed Treatment Control Measures showing a plan view, elevation view, and subsurface cross-sections must be submitted. Sufficient detail and specifications should be included in these drawings to provide for adequate plan check review and for the construction of the treatment "facility". Each design drawing must be stamped by a qualified licensed professional. The drawings must be stamped by a California Civil Professional Engineer if any of the following control measures were selected: rooftop and impervious area disconnection, porous pavement, rain cisterns, bioretention or rain gardens, infiltration trench, or retention or detention basins. The drawings must be stamped by a California Structural Professional Engineer if a green roof was selected or if there is a significant structural aspect to the rain cisterns and collection system. The drawings must be stamped by a California licensed Landscape Architect if any of the following Site Design Measures were selected: stream setbacks and buffers, soil quality improvement, vegetated swales, bioretention and rain gardens.
- A print out of the results page from the MS Excel™ Volumetric BMP Sizing Tool for each DMA and control measure that requires the volumetric sizing criteria is required to be submitted. (Refer to Appendix 6 for information on how to download the tool.)
- Calculations stamped by the appropriate licensed individual (as described above) for each DMA and control measure that requires flow-based sizing criteria must be included with the submittal.
- An Operation and Maintenance Plan and signed Statement of Responsibility for the proposed treatment control measures must accompany the submittal (refer to Section 6).

6 Operation and Maintenance of Post-Construction Measures

Owners of the projects where post-construction treatment control measures (as identified on Table 3) were installed are required to maintain the control measures so that they operate effectively and as designed. To that effect, the project proponent during the plan check process must submit an Operation & Maintenance (O&M) Plan and a Statement of Responsibility.

6.1 LONG TERM PLAN FOR CONDUCTING REGULAR MAINTENANCE OF CONTROL MEASURES

The owner of the project where any post-construction treatment control measures were installed is required to prepare a written plan for conducting regular inspections and maintenance of the installed treatment facilities. The proposed O&M activities should be commensurate with the maintenance measures identified in the CASQA BMP specifications. (Refer to the hyperlinked references in Table 3.) The O&M Plan is required to identify the following information:

- Property name and address;
- Name of the DMA(s) and Treatment Control Measure(s);
- Property owner's contact information including name, mailing address, telephone number, and email address;
- Contact information for any contracted or delegated inspectors and maintenance personnel;
- Minimum inspection frequency by the property owner or their designee;
- Conditions that require maintenance or repair of the Treatment Control Measure; and
- Preventative maintenance tasks, their frequency, and who will perform them.

The project proponent is required to use the form provided in Appendix 9 for the O&M Plan submittal.

6.2 STATEMENT OF RESPONSIBILITY

On the O&M Plan form (included in Appendix 9) is a Statement of Responsibility that must be accepted and signed by the property owner or the owner's duly authorized representative. The completed and signed form must be submitted during the plan check process. The statement indicates the current property owner's acceptance of responsibility for the on-going operation, inspection, and maintenance of the treatment control measures until the property and / or responsibility is legally transferred to another entity (such as the new property owner or a maintenance district). It is the responsibility of the current owner to notify the new owner or responsible party of their on-going O&M obligations. The storm water municipal code for the City of Turlock provides the municipality with the legal authority to require any property owner to properly maintain installed storm water treatment control measures.

OPERATION AND MAINTENANCE OF POST-CONSTRUCTION MEASURES

6.3 SELF-CERTIFICATION ANNUAL REPORTS

Each year the City of Turlock will mail to owners of installed Treatment Control Measures an O&M self-certification form. This form is required by the municipal code to be completed annually by the owner of the property to certify that the O&M program (described in Section 6.1) is being implemented and that the Treatment Control Measure(s) is in an effective operational condition. The property owner will have up to 60 days to complete and return the annual O&M self-certification form. If reports are not received within the 60-day period, the City of Turlock will perform the inspection and assessment; and the property owner will be billed for it as described in Turlock Municipal Code 6-8-302 titled, Requirement to prevent, control, and reduce storm water pollutants.

7 Municipal-Specific Information

7.1 CONTACT INFORMATION

The City of Turlock is subject to the State Water Board's Phase II MS4 Permit and is required to condition applicable new development and redevelopment projects with the requirements contained in this Post-Construction Standards Plan. This plan was prepared as a part of a collaborative effort with other California Central Valley municipalities which are listed in Appendix 10. Although the plan is similar in content with these collaborating municipalities, it has been customized by the City of Turlock to meet hydrologic, topographic, and geophysical conditions; local zoning and building standards; and organizational requirements specific to this municipality.

For more information on the requirements of this plan or to obtain additional guidance on how to meet the conditions of this plan, please contact:

City of Turlock
Development Services Department
156 S Broadway
Turlock CA 95380
(209) 668-5520

For more information about the City of Turlock's storm water Post-Construction Standards Plan, related-forms, tools, or to download a copy of this plan, go to:

www.cityofturlock.org

7.2 MUNICIPAL CODE, STANDARDS, AND APPEALS

The City of Turlock standards shall be established in the City of Turlock Standard Specifications and Drawings that are revised from time-to-time by the Turlock City Council. Applicants are encouraged to consult with the Turlock Engineering Division to determine the appropriate standards to apply.

APPENDIX 1 - GLOSSARY

Glossary for the Post-Construction Standards Plan[4]

Capital Improvement Project (CIP) – A public project that is owned by the municipality. It is not subject to the plan check process but is subject to the Post-Construction Standards Plan and Section E.12 of the Phase II MS4 Permit. (Definition provided by the document publisher.)

Detached Single-family Home Project - The building of one single new house or the addition and/or replacement of impervious surface associated with one single existing house, which is not part of a larger plan of development.

Discretionary Project – A project that is subject to the municipal plan check process and discretionary review and conditioning.

Facility – For the purpose of this Post-Construction Development Standards Plan, facility refers to a Site Design Control or Treatment Control Measure and does not refer to a property, parcel, industrial plant, or place of business. (Definition provided by the document publisher.)

Hydromodification - Modification of hydrologic pathways (precipitation, surface runoff, infiltration, groundwater flow, return flow, surface-water storage, groundwater storage, evaporation and transpiration) that results in negative impacts to watershed health and functions.

Impervious Surface - A surface covering or pavement of a developed parcel of land that prevents the land's natural ability to absorb and infiltrate rainfall/storm water. Impervious surfaces include, but are not limited to; roof tops, walkways, patios, driveways, parking lots, storage areas, impervious concrete and asphalt, and any other continuous watertight pavement or covering. Landscaped soil and pervious pavement, including pavers with pervious openings and seams, underlain with pervious soil or pervious storage material, such as a gravel layer sufficient to hold the specified volume of rainfall runoff are not impervious surfaces.

Industrial Development - Development or redevelopment of property to be used for industrial purposes, such as factories, manufacturing buildings, and research and development parks.

Linear Underground/Overhead Projects (LUPs) - Include, but are not limited to, any conveyance, pipe, or pipeline for the transportation of any gaseous, liquid (including water and wastewater for domestic municipal services), liquescent, or slurry substance; any cable line or wire for the transmission of electrical energy; any cable line or wire for communications (e.g., telephone, telegraph, radio, or television messages); and associated ancillary facilities. Construction activities associated with LUPs include, but are not limited to, (a) those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment, and associated ancillary facilities); and include, but are not limited to, (b) underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/ or pavement repair or replacement, and stockpile/borrow locations.

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[4] Definitions (unless otherwise specified) are from the Phase II MS4 NPDES General Permit, Order No. 2013-0001-DWQ, Attachment I; www.swrcb.ca.gov/water_issues/programs/stormwater/docs/phsii2012_5th/att_i_glossary_final.pdf

APPENDIX 1 - GLOSSARY

Low Impact Development – A sustainable practice that benefits water supply and contributes to water quality protection. Unlike traditional storm water management, which collects and conveys storm water runoff through storm drains, pipes, or other conveyances to a centralized storm water facility, Low Impact Development (LID) takes a different approach by using site design and storm water management to maintain the site's pre-development runoff rates and volumes. The goal of LID is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to the source of rainfall. LID has been a proven approach in other parts of the country and is seen in California as an alternative to conventional storm water management.

Ministerial Project – A project that is non-discretionary and consists of a grading or building permit that is pulled "over-the-counter" without a plan check review process. (Definition provided by the document publisher.)

Municipal Separate Storm Sewer System (MS4) - The regulatory definition of an MS4 (40 CFR 122.26(b)(8)) is "a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created to or pursuant to state law) including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act that discharges into waters of the United States. (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; and (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2." In practical terms, operators of MS4s can include municipalities and local sewer districts, state and federal departments of transportation, public universities, public hospitals, military bases, and correctional facilities. The Storm water Phase II Rule added federal systems, such as military bases and correctional facilities by including them in the definition of small MS4s.

National Pollutant Discharge Elimination System (NPDES) - A national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the CWA.

New Development - New Development means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision on an area that has not been previously developed.

Non-Discretionary Project – A project that is not subject to the municipal plan check process; also known as a ministerial project. (Definition provided by the document publisher.)

Pervious Pavement - Pavement that stores and infiltrates rainfall at a rate that exceeds conventional pavement.

Pollutants of Concern - Pollutants of concern found in urban runoff include sediments, non-sediment solids, nutrients, pathogens, oxygen-demanding substances, petroleum hydrocarbons, heavy metals, floatables, polycyclic aromatic hydrocarbons (PAHs), trash, and pesticides and herbicides.

APPENDIX 1 - GLOSSARY

Redevelopment - Land-disturbing activity that results in the creation, addition, or replacement of exterior impervious surface area on a site on which some past development has occurred. Redevelopment does not include trenching, excavation and resurfacing associated with LUPs; pavement grinding and resurfacing of existing roadways; construction of new sidewalks, pedestrian ramps, or bike lanes on existing roadways; or routine replacement of damaged pavement such as pothole repair or replacement of short, non-contiguous sections of roadway.

Regulated Project – Refers to projects subject to the new and redevelopment standards in Section E.12c. of the Phase II MS4 Permit and includes projects that create and / or replace 5,000 ft^2 or more of impervious surface.

Residential Housing Subdivision - Any property development of multiple single-family homes or of dwelling units intended for multiple families/households (e.g., apartments, condominiums, and town homes).

Riparian Areas – Plant communities contiguous to and affected by surface and subsurface hydrologic features of perennial or intermittent water bodies. Riparian areas have one or both of the following characteristics: 1) distinctively different vegetative species than adjacent areas, and 2) species similar to adjacent areas but exhibiting more vigorous or robust growth forms. Riparian areas are usually transitional between wetland and upland.

Small Project – Projects that create and / or replace between 2,500 and 5,000 ft^2 of impervious surface and detached single family home projects that create and / or replace more than 2,500 ft^2 and that are not part of a larger common plan. (Definition provided by the document publisher.)

Smart Growth Projects – Projects that produce multiple-benefits such as economic, social and environmental benefits. Smart growth projects commonly include high density development projects that result in a reduction of runoff volume per capita as a result of reduced impervious surface.

Source Control - Land use or site planning practices, or structural or nonstructural measures, that aim to prevent runoff pollution by reducing the potential for contact with rainfall runoff at the source of pollution. Source control BMPs minimize the contact between pollutants and urban runoff.

Surface Drainage - Any above-ground runoff (sheet, shallow concentrated, and open channel) that flows into the storm drain system.

Storm Drain System - The basic infrastructure in a municipal separate storm sewer system that collects and conveys storm water runoff to a treatment facility or receiving water body.

Storm Water – Storm water is generated when precipitation from rain and snowmelt events flows over land or impervious surfaces and does not percolate into the ground. As storm water flows over the land or impervious surfaces, it accumulates debris, chemicals, sediment or other pollutants that could adversely affect water quality if the storm water is discharged untreated.

Storm Water Treatment System - Any engineered system designed to remove pollutants from storm water runoff by settling, filtration, biological degradation, plant uptake, media absorption/adsorption or other physical, biological, or chemical process. This includes landscape-based systems such as grassy swales and bioretention units as well as proprietary systems.

APPENDIX 1 - GLOSSARY

Structural Controls - Any structural facility designed and constructed to mitigate the adverse impacts of storm water and urban runoff pollution.

Treatment - Any method, technique, or process designed to remove pollutants and/or solids from polluted storm water runoff, wastewater, or effluent.

APPENDIX 2 - ACRONYMS

Acronyms of the Post-Construction Standards Plan

ASTM	American Society for Testing and Materials
BMP	Best Management Practice
CASQA	California Storm Water Quality Association (www.CASQA.org)
CPSWQ	Certified Professional in Storm Water Quality
CIP	Capital Improvement Project
CWA	Clean Water Act
DMA	Drainage Management Area
HSG	Hydrologic Soil Group
LID	Low Impact Development
LUPs	Linear Utility Projects
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
NRCS	Natural Resources Conservation Service
O&M	Operation and Maintenance
PE	Professional Engineer
SMARTS	Storm Water Multi-Application, Reporting, and Tracking System (https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp)
USDA	United States Department of Agriculture
USEPA	United States Environmental Protection Agency

APPENDIX 3 – SECTION E.12 OF THE PHASE II MS4 PERMIT

E.12 POST CONSTRUCTION STORM WATER MANAGEMENT PROGRAM

E.12.a. Post-Construction Measures

Permittees shall regulate development to comply with the following Sections:

- E.12.b Site Design Measures
- E.12.c. Regulated Projects
- E.12.d. Source Control Measures
- E.12.e. Low Impact Development (LID) Design Standards
- E.12.f. Hydromodification Measures
- E.12.g. Enforceable Mechanisms
- E.12.h. Operation and Maintenance of StormWater Control Measures
- E.12.i. Post-Construction Best Management Practice Condition Assessment
- E.12.j. Planning and Development Review Process
- E.12.k. Post-Construction StormWater Management Requirements Based on Assessment and Maintenance ofWatershed Processes
- E.12.l. Alternative Post-Construction StormWater Management Program

E.12.b. Site Design Measures

(i) **Task Description** – Within the second year of the effective date of the permit, the Permittee shall require implementation of site design measures for all projects that create and/or replace (including projects with no net increase in impervious footprint) between 2,500 square feet and 5,000 square feet of impervious surface, including detached single family homes that create and/or replace 2,500 square feet or more of impervious surface and are not part of a larger plan of development. Site design measures as specified in this section are not applicable to linear underground/overhead projects (LUPs).

(ii) **Implementation Level** - Projects shall implement one or more of the following **site design measures** to reduce project site runoff:

(a) **Stream Setbacks and Buffers** - a vegetated area including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system, lake reservoir, or coastal estuarine area;

(b) **Soil Quality Improvement and Maintenance** - improvement and maintenance soil through soil amendments and creation of microbial community;

(c) **Tree Planting and Preservation** - planting and preservation of healthy, established trees that include both evergreens and deciduous, as applicable;

(d) **Rooftop and Impervious Area Disconnection** - rerouting of rooftop drainage pipes to drain rainwater to rain barrels, cisterns, or permeable areas instead of the storm sewer;

(e) **Porous Pavement** - pavement that allows runoff to pass through it, thereby reducing the runoff from a site and surrounding areas and filtering pollutants;

(f) **Green Roofs** - a vegetative layer grown on a roof (rooftop garden);
(g) **Vegetated Swales** - a vegetated, open-channel management practice designed specifically to treat and attenuate storm water runoff;
(h) **Rain Barrels and Cisterns** - system that collects and stores storm water runoff from a roof or other impervious surface.

Project proponents shall use the StateWater Board SMARTS Post-Construction Calculator[21], or equivalent to quantify the runoff reduction resulting from implementation of site design measures.

(iii) **Reporting** - The Permittee shall use StateWater Board SMARTS to submit a summary of the past year activities and certify compliance with all requirements of this program element. The summary shall also address the relationship between the program element activities and the Permittee's Program Effectiveness Assessment and Improvement Plan that tracks annual and long-term effectiveness of the storm water program. If a Permittee is unable to certify compliance with a requirement in this program element see Section E.16.a.for compliance directions.

E.12.c. Regulated Projects

(i) **Task Description** – Within the second year of the effective date of the permit, the Permittee shall implement standards to effectively reduce runoff and pollutants associated with runoff from Regulated Projects as defined below.

(ii) **Implementation Level** - The Permittee shall regulate all projects that create and/or replace 5,000 square feet or more of impervious surface (Regulated Projects). The Permittee shall require these Regulated Projects to implement measures for site design, source control, runoff reduction, storm water treatment and baseline hydromodification management as defined in this Order.

Regulated Projects do not include:

- Detached single family home projects that are not part of a larger plan of development;
- Interior remodels;
- Routine maintenance or repair such as: exterior wall surface replacement, pavement resurfacing within the existing footprint.
- LUPs - Unless the LUP has a discrete location that has 5,000 square feet or more of newly constructed contiguous impervious surface. When the LUP has a discrete location that has 5,000 sq-ft or more of new contiguous impervious surface, only that specific discrete location is subject to Section E.12.c.

Regulated Projects include development projects. Development includes new and redevelopment projects on public or private land that fall under the planning and permitting authority of a Permittee. Redevelopment is any land-disturbing activity that results in the creation, addition, or replacement of exterior impervious surface area on a

site on which some past development has occurred. Redevelopment does not include trenching, excavation and resurfacing associated with LUPs; pavement grinding and resurfacing of existing roadways; construction of new sidewalks, pedestrian ramps, or bike lanes on existing roadways; or routine replacement of damaged pavement such as pothole repair or replacement of short, non-contiguous sections of roadway. The following (a-c) describe specific Regulated Project requirements for redevelopment, road projects and LUPs:

(a) Where a redevelopment project results in an increase of more than 50 percent of the impervious surface of a previously existing development, runoff from the entire project, consisting of all existing, new, and/or replaced impervious surfaces, must be included to the extent feasible.
(b) Where a redevelopment project results in an increase of less than 50 percent of the impervious surface of a previously existing development, only runoff from the new and/or replaced impervious surface of the project must be included.
(c) Road Projects and LUPs - Any of the following types of road projects and LUPs that create 5,000 square feet or more of newly constructed contiguous impervious surface and that are public road projects and/or fall under the building and planning authority of a Permittee shall comply with Section E.12.e. Low Impact Development Standards except that treatment of runoff of the 85th percentile that cannot be infiltrated onsite shall follow U.S. EPA guidance regarding green infrastructure to the extent feasible. Types of projects include:

    1) Construction of new streets or roads, including sidewalks and bicycle lanes built as part of the new streets or roads.
    2) Widening of existing streets or roads with additional traffic lanes.
        a) Where the addition of traffic lanes results in an alteration of more than 50 percent of the impervious surface of an existing street or road, runoff from the entire project, consisting of all existing, new, and/or replaced impervious surfaces, must be included in the treatment system design.
        b) Where the addition of traffic lanes results in an alteration of less than 50 percent (but 5,000 square feet or more) of the impervious surface of an existing street or road, only the runoff from new and/or replaced impervious surface of the project must be included in the treatment system design.
    3) Construction of linear underground/overhead projects (LUPs)
    4) Specific exclusions are:
        a) Sidewalks built as part of new streets or roads and built to direct storm water runoff to adjacent vegetated areas.
        b) Bicycle lanes that are built as part of new streets or roads that direct storm water runoff to adjacent vegetated areas.
        c) Impervious trails built to direct storm water runoff to adjacent vegetated areas, or other non-erodible permeable areas, preferably away from creeks or towards the outboard side of levees.
        d) Sidewalks, bicycle lanes, or trails constructed with permeable surfaces.
        e) Trenching, excavation and resurfacing associated with LUPs; pavement grinding and resurfacing of existing roadways and parking lots; construction of new sidewalks, pedestrian ramps, or bike lanes on existing roadways; or routine

replacement of damaged pavement such as pothole repair or replacement of short, non-contiguous sections of roadway.

Effective Date for Applicability of Low Impact Development Runoff Standards to Regulated Projects: By the second year of the effective date of the permit, the Permittee shall require these Post-Construction Standards be applied on applicable new and redevelopment Regulated Projects, both private development requiring municipal permits and public projects, to the extent allowable by applicable law. These include discretionary permit projects that have not been deemed complete for processing and discretionary permit projects without vesting tentative maps that have not requested and received an extension of previously granted approvals. Discretionary projects that have been deemed complete prior to the second year of the effective date of this Order are not subject to the Post- Construction Standards herein. For the Permittee's Regulated Projects, the effective date shall be the date their governing body or designee approves initiation of the project design.

Permittee's Development Projects - The Permittee shall develop and implement an equivalent approach, to the approach used for private development projects, to apply the most current version of the low impact development runoff standards to applicable public development projects, to the extent allowable by applicable law.

E.12.d. Source Control Measures

(i) **Task Description** – Regulated Projects with pollutant-generating activities and sources shall be required to implement standard permanent and/or operation source control measures as applicable.

(ii) **Implementation Level** - Measures for the following pollutant generating activities and sources shall be designed consistent with recommendations from the CASQA Stormwater BMP Handbook for New Development and Redevelopment or equivalent manual, and include:

(a) Accidental spills or leaks
(b) Interior floor drains
(c) Parking/storage areas and maintenance
(d) Indoor and structural pest control
(e) Landscape/outdoor pesticide use
(f) Pools, spas, ponds, decorative fountains, and other water features
(g) Restaurants, grocery stores, and other food service operations
(h) Refuse areas
(i) Industrial processes
(j) Outdoor storage of equipment or materials
(k) Vehicle and equipment cleaning
(l) Vehicle and equipment repair and maintenance
(m) Fuel dispensing areas
(n) Loading docks
(o) Fire sprinkler test water

(p) Drain or wash water from boiler drain lines, condensate drain lines, rooftop equipment, drainage sumps, and other sources
(q) Unauthorized non-storm water discharges
(r) Building and grounds maintenance

E.12.e. Low Impact Development (LID) Design Standards

(i) **Task Description** – The Permittee shall require all Regulated Projects to implement low impact development (LID) standards designed to reduce runoff, treat storm water, and provide baseline hydromodification management to the extent feasible, to meet the Numeric Sizing Criteria for StormWater Retention and Treatment under Section E.12.e(ii)(c).

(ii) **Implementation Level** – The Permittee **shall adopt and implement** requirements and standards to ensure design and construction of development projects achieve *the following LID Design Standards.*

(a) **Site Assessment**

At the earliest planning stages, the Permittee shall require Regulated Projects to assess and evaluate how site conditions, such as soils, vegetation, and flow paths, will influence the placement of buildings and paved surfaces. The evaluation will be used to meet the goals of capturing and treating runoff and assuring these goals are incorporated into the project design. The Permittee *may adopt* or reference an existing LID site assessment methodology[22]Permittees shall require Regulated Projects to consider optimizing the site layout through the following methods:

1) Define the development envelope and protected areas, identifying areas that are most suitable for development and areas to be left undisturbed.
2) Concentrate development on portions of the site with less permeable soils and preserve areas that can promote infiltration.
3) Limit overall impervious coverage of the site with paving and roofs.
4) Set back development from creeks, wetlands, and riparian habitats.
5) Preserve significant trees.
6) Conform the site layout along natural landforms.
7) Avoid excessive grading and disturbance of vegetation and soils.
8) Replicate the site's natural drainage patterns.
9) Detain and retain runoff throughout the site.

(b) **Drainage Management Areas**

The Permittee shall require each Regulated Project to provide a map or diagram dividing the developed portions of the project site into discrete Drainage Management Areas (DMAs), and to manage runoff from each DMA using Site Design Measures, Source Controls and/or Storm Water Treatment and Baseline Hydromodification Measures.

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(c) **Numeric Sizing Criteria for Storm Water Retention and Treatment**

The Permittees shall require facilities designed to *evapotranspire, infiltrate, harvest/use, and biotreat* storm water to meet at least one of the following hydraulic sizing design criteria:

1) Volumetric Criteria:

a) The maximized capture storm water volume for the tributary area, on the basis of historical rainfall records, determined using the formula and volume capture coefficients in Urban Runoff Quality Management,WEF Manual of Practice No. 23/ASCE Manual of Practice No. 87 (1998) pages 175-178 (that is, approximately the 85th percentile 24-hour storm runoff event); or

b) The volume of annual runoff required to achieve 80 percent or more capture, determined in accordance with the methodology in Section 5 of the CASQA's Stormwater Best Management Practice Handbook, New Development and Redevelopment (2003), using local rainfall data.

2) Flow-based Criteria:

a) The flow of runoff produced from a rain event equal to at least 0.2 inches per hour intensity; or
b) The flow of runoff produced from a rain event equal to at least 2 times the 85th percentile hourly rainfall intensity as determined from local rainfall records.

(d) **Site Design Measures**

The Permittee shall implement **Site Design Measures** (as defined in Section E.12.b. Site Design Measures and Section E.12.e(ii)(a) Site Assessment), site layout and design measures, based on the objective of achieving infiltration, evapotranspiration and/or harvesting/reuse of the 85th percentile 24-hour storm runoff event. Site design measures shall be used to reduce the amount of runoff, to the extent technically feasible, for which retention and runoff is required . *Any remaining runoff from impervious DMAs may then be directed to one or more bioretention facilities as specified in Section E.12.e.(ii)(f), below.*

(e) **Source Controls**

The Permittee shall implement Source Controls as defined in Section E.12.d. Source Control Measures.

(f) **Storm Water Treatment Measures and Baseline Hydromodification Management Measures**

After implementation of **Site Design Measures**, remaining runoff from impervious DMAs *must be directed* to one or more facilities designed to infiltrate, evapotranspire,

and/or bioretain the amount of runoff specified in Section E.12.e(ii)(c) Numeric Sizing Criteria for StormWater Retention and Treatment. *The facilities must be demonstrated to be at least as effective as a bioretention system with the following design parameters:*

1) Maximum surface loading rate of 5 inches per hour, based on the flow rates calculated. A sizing factor of 4% of tributary impervious area may be used.
2) Minimum surface reservoir volume equal to surface area times a depth of 6 inches.
3) Minimum planting medium depth of 18 inches. The planting medium must sustain a minimum infiltration rate of 5 inches per hour throughout the life of the project and must maximize runoff retention and pollutant removal. A mixture of sand (60%-70%) meeting the specifications of American Society for Testing and Materials (ASTM) C33 and compost (30%-40%) may be used.
4) Subsurface drainage/storage (gravel) layer with an area equal to the surface area and having a minimum depth of 12 inches.
5) Underdrain with discharge elevation at top of gravel layer.
6) No compaction of soils beneath the facility, or ripping/loosening of soils if compacted.
7) No liners or other barriers interfering with infiltration.
8) Appropriate plant palette for the specified soil mix and maximum available water use.

(g) **Alternative Designs** — Facilities, or a combination of facilities, of a different design than in Section E.12.e.(ii)(f) may be permitted if all of the following measures of equivalent effectiveness are demonstrated:
1) Equal or greater amount of runoff infiltrated or evapotranspired;
2) Equal or lower pollutant concentrations in runoff that is discharged after biotreatment;
3) Equal or greater protection against shock loadings and spills;
4) Equal or greater accessibility and ease of inspection and maintenance.

(h) **Allowed Variations for Special Site Conditions** - The bioretention system design parameters in Section E.12.e.(ii)(f) may be adjusted for the following special site conditions:

1) Facilities located within 10 feet of structures or other potential geotechnical hazards established by the geotechnical expert for the project *may incorporate an impervious cutoff wall between the bioretention facility and the structure or other geotechnical hazard.*
2) Facilities with documented high concentrations of pollutants in underlying soil or groundwater, facilities located where infiltration could contribute to a geotechnical hazard, and facilities located on elevated plazas or other structures *may incorporate an impervious liner and may locate the underdrain discharge at the bottom of the subsurface drainage/storage layer* (this configuration is commonly known as a "flow-through planter").

3) Facilities located in areas of high groundwater, highly infiltrative soils or where connection of underdrain to a surface drain or to a subsurface storm drain are infeasible, *may omit the underdrain.*
4) Facilities serving high-risk areas such as fueling stations, truck stops, auto repairs, and heavy industrial sites *may be required to provide additional treatment to address pollutants of concern unless these high- risk areas are isolated from storm water runoff or bioretention areas with little chance of spill migration.*

(i) **Exceptions to Requirements for Bioretention Facilities** - Contingent on a demonstration that use of bioretention or a facility of equivalent effectiveness is infeasible, *other types of biotreatment or media filters (such as tree-box- type biofilters or in-vault media filters)* may be used for the following categories of Regulated Projects:

1) Projects creating or replacing an acre or less of impervious area, and located in a designated pedestrian-oriented commercial district (i.e., smart growth projects), and having at least 85% of the entire project site covered by permanent structures;
2) Facilities receiving runoff solely from existing (pre-project) impervious areas; and
3) Historic sites, structures or landscapes that cannot alter their original configuration in order to maintain their historic integrity.

By the second year of the effective date of the permit, each Permittee shall *adopt or reference appropriate performance criteria* for such biotreatment and media filters.

(iii) **Reporting** – The Permittee shall use StateWater Board SMARTS to submit a summary of the past year activities and certify compliance with all requirements of this program element. The summary shall also address the relationship between the program element activities and the Permittee's Program Effectiveness Assessment and Improvement Plan that tracks annual and long-term effectiveness of the storm water program. If a Permittee is unable to certify compliance with a requirement in this program element see Section E.16.a.for compliance directions.

E.12.f. Hydromodification Management

(i) **Task Description** – Within the third year of the effective date of the permit, the Permittee shall develop and implement Hydromodification Management procedures. Hydromodification management projects are Regulated Projects that create and/or replace one acre or more of impervious surface. A project that does not increase impervious surface area over the pre-project condition is not a hydromodification management project.

(ii) **Implementation Level** - The Permittee shall implement the following Hydromodification Standard:

(a) Post-project runoff shall not exceed estimated pre-project flow rate for the 2- year, 24-hour storm in the following geomorphic provinces (Figure 1):

- Coast Ranges
- Klamath Mountains
- Cascade Range
- Modoc Plateau
- Basin and Range
- Sierra Nevada
- Great Valley

(b) Post-project runoff shall not exceed estimated pre-project flow rate for the 10- year, 24-hour storm in the following geomorphic provinces (Figure 1):

- Transverse Ranges
- Peninsular Ranges
- Mojave Desert
- Colorado Desert

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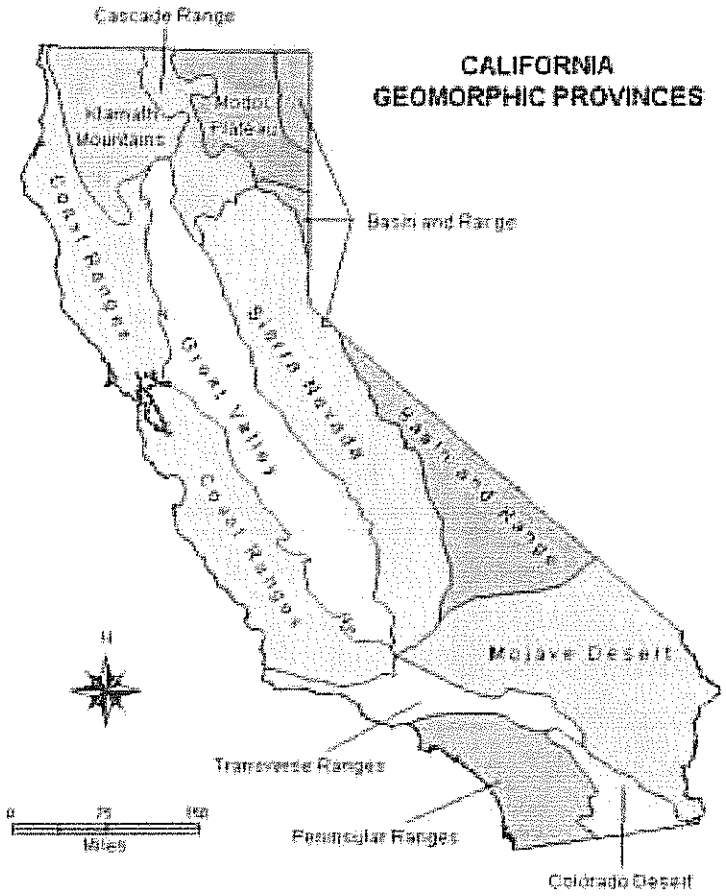

Figure 1. California Geomorphic Provinces

Alternatively, the Permittee may use a geomorphically based hydromodification standard or set of standards and analysis procedures designed to ensure that Regulated Projects do not cause a decrease in lateral (bank) and vertical (channel bed) stability in receiving stream channels. The alternative hydromodification standard or set of standards and analysis procedures must be reviewed and approved by the Regional Board Executive Officer.

(iii) **Reporting** –The Permittee shall use StateWater Board SMARTS to submit a summary of the past year activities and certify compliance with all requirements of this program element. The summary shall also address the relationship between the program element activities and the Permittee's Program Effectiveness Assessment and Improvement Plan that tracks annual and long- term effectiveness of the storm water program. If a Permittee is unable to certify compliance with a requirement in this program element see Section E.16.a.for compliance directions.

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E.12.g. Enforceable Mechanisms

(i) **Task Description** - Within the third year of the effective date of the permit, the Permittee shall develop and/or modify enforceable mechanisms that will effectively implement the requirements in Section E.12.b through f (if necessary).

(ii) **Implementation Level** - The Permittee shall develop and/or modify enforceable mechanisms that will effectively implement the requirements in Section E.12.b through E.12.f and may include municipal codes, regulations, standards, and specifications. The Permittee shall:

(a) *Conduct an analysis* of all applicable codes, regulations, standards, and/or specifications *to identify modifications and/or additions necessary to fill gaps and remove impediments to effective implementation of project-scale development requirements.*
(b) *Approve new and/or modified enforceable mechanisms that effectively resolve regulatory conflicts and implement the requirements* in Sections E.12.b through E.12.f (if necessary)
(c) Apply new and/or modified enforceable mechanisms to all applicable new and redevelopment projects. ***Develop and make available specific guidance for LID BMP design***
(d) Complete a Tracking Report indicating the Permittee's accomplishments in education and outreach supporting implementation of LID requirements for new and redevelopment projects.

E.12.h. Operation and Maintenance of Post-Construction Storm Water Management Measures

(i) **Task Description** –Within the second year of the effective date of the permit, the Permittee shall implement an O&M Verification Program for storm water treatment and baseline hydromodification management structural control measures defined in Section E.12.e(ii)(f). StormWater Treatment Measures and Baseline Hydromodification Management Measures on all Regulated Projects.

(ii) **Implementation Level** – At a minimum, the O&M Verification Program shall include the following elements:

(a) All Regulated Projects shall at a minimum, require *at least one of the following* from all project proponents and their successors in control of the Project or successors in fee title:

1) The project proponent's signed statement accepting responsibility for the O&M of structural control measure(s) until such responsibility is legally transferred to another entity;
2) Written conditions in the sales or lease agreements or deed for the project that requires the buyer or lessee to assume responsibility for the O&M of the installed

treatment system(s) and hydromodification control(s) (if any) until such responsibility is legally transferred to another entity;

3) Written text in project deeds, or conditions, covenants and restrictions for multi-unit residential projects that require the homeowners association or, if there is no association, each individual owner to assume responsibility for the O&M of the installed treatment system(s) and hydromodification control(s) (if any) until such responsibility is legally transferred to another entity; or
4) Any other legally enforceable agreement or mechanism, such as recordation in the property deed, that assigns the O&M responsibility for the installed treatment system(s) and hydromodification control(s) (if any) to the project owner(s) or the Permittee.

(b) Coordination with the appropriate mosquito23 and vector control agency with jurisdiction to establish a protocol for notification of installed treatment systems and hydromodification management controls. *On an annual basis, before the wet season, prepare a list of newly installed (installed within the reporting period) storm water treatment systems and hydromodification management controls to the local mosquito and vector control agency and the appropriate Regional Water Board.* The Permittee may submit the list of Regulated Projects as described in Section E.12.h.(ii)(e). This list shall include the facility locations and a description of the storm water treatment measures and hydromodification management controls installed.

(c) Conditions of approval or other legally enforceable agreements or mechanisms for all Regulated Projects that require the granting of site access to all representatives of the Permittee for the sole purpose of performing O&M inspections of the installed treatment system(s) and hydromodification control(s) (if any).

(d) A ***written*** implementation plan that describes O&M (including inspection) of all Regional Projects and regional controls that are Permittee-owned and/or operated.

(e) ***A database or equivalent tabular format of all Regulated Projects*** (public and private) that have installed treatment systems. This database or equivalent tabular format shall include the following information for each Regulated Project:

1) Name and address of the Regulated Project;
2) Specific description of the location (or a map showing the location) of the installed treatment system(s) and hydromodification control(s) (if any);
3) Date(s) that the treatment system(s) and hydromodification controls (if any) is/are installed;
4) Description of the type and size of the treatment system(s) and hydromodification control(s) (if any) installed;

5) Responsible operator(s) of each treatment system and hydromodification control (if any);
6) Dates and findings of inspections (routine and follow-up) of the treatment system(s) and hydromodification control(s) (if any) by the Permittee; and
7) Any problems and corrective or enforcement actions taken.
8) Maintenance Approvals: The Permittee shall ensure that systems and hydromodification controls installed at Regulated Projects are properly operated and maintained for the life of the projects. In cases where the responsible party for a treatment system or hydromodification control has worked diligently and in good faith with the appropriate state and federal agencies and the Permittee to obtain approvals necessary to complete maintenance activities for the treatment system or hydromodification management control, but these approvals are not granted, the Permittee shall be deemed to be in compliance with this Provision.

(iii) **Reporting –** The Permittee shall use StateWater Board SMARTS to submit a summary of the past year activities and certify compliance with all requirements of this program element. The summary shall also address the relationship between the program element activities and the Permittee's Program Effectiveness Assessment and Improvement Plan that tracks annual and long- term effectiveness of the storm water program. If a Permittee is unable to certify compliance with a requirement in this program element see Section E.16.a.for compliance directions.

E.12.i. Post-Construction Best Management Practice Condition Assessment

(i) **Task Description –** Within the third year of the effective date of the permit, the Permittee shall inventory and assess the maintenance condition of structural post-construction BMPs (including BMPs used for flood control) within the Permittee's jurisdiction.

(ii) **Implementation Level –** *The Permittee shall develop and implement a plan to inventory, map, and determine the relative maintenance condition of structural post-construction BMPs. Maintenance condition shall be determined through a self-certification program where Permittees require annual reports from authorized parties demonstrating proper maintenance and operations.* The plan shall include:

(a) An inventory and map of existing structural post-construction BMPs, in GIS if available.
(b) Assessments of the self-certification program annual reports. Assessment shall include a ranking of structural BMPs and verification that BMPs are operating to remove pollutants as designed. Regional BMPs should receive higher priority than lot-scale BMPs, and BMPs designed to remove pollutants for which receiving water is impaired should receive priority attention over other BMPs.
(c) Appropriate escalating enforcement based on the Permittee Enforcement Response Plan to ensure proper maintenance of BMPs and submittal of self- certification annual reports.
(d) Self-Certification Annual Reports. At a minimum, the self-certification annual reports shall include:

1) Field observations to determine the effectiveness of the structural post construction BMPs in removing pollutants of concern from storm water runoff and/or reducing hydromodification impacts as designed.
2) Long-term plan for conducting regular maintenance of BMPs, including the frequency of such maintenance.

(iii) **Reporting** – The Permittee shall use StateWater Board SMARTS to submit a summary of the past year activities and certify compliance with all requirements of this program element. The summary shall also address the relationship between the program element activities and the Permittee's Program Effectiveness Assessment and Improvement Plan that tracks annual and long- term effectiveness of the storm water program. If a Permittee is unable to certify compliance with a requirement in this program element see Section E.16.a.for compliance directions.

E.12.j. Planning and Development Review Process

(i) **Task Description** – The Permittee shall review their planning and permitting process to assess any gaps or impediments impacting effective implementation of these post-construction requirements specified in Section E.12, and where these are found to exist, seek solutions to promote implementation of these requirements within the context of public safety and community goals for land use. The Permittee shall prioritize review of the landscape code (code detailing landscaping requirements and considerations which should be implemented to protect environmental quality) to correct gaps and impediments impacting effective implementation of post-construction requirements.

(ii) **Implementation Level** – During years 1 – 3, the Permittee shall conduct the review using an existing guide or template already developed for MS4s (such as the Municipal Regulatory Update Assistance Program (MRUAP)[24] conducted by AHBL, Inc. for the Low Impact Development Initiative (LIDI) on the Central Coast). By the fourth year of the effective date of the permit, any changes to the planning and permitting process will be completed to effectively administer these provisions. Priority shall be placed on review of the landscape code, with the following implementation level.

(a) Within the first year of the effective date of this permit, the Permittee shall conduct an analysis of the landscape code to correct gaps and impediments impacting effective implementation of post-construction requirements.

(b) Within the second year of the effective date of the permit, the Permittee shall complete any changes to the landscape code to effectively administer post-construction requirements.

(iii) **Reporting** – By the second year Annual Report and annually thereafter, complete and have available a summary of the review process, and any proposed or completed changes to the Permittee's program.

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E.12.k. Post-Construction Storm Water Management Requirements Based on Assessment and Maintenance of Watershed Processes

Small MS4s subject to Section E of this Order, *in place of complying with the requirements set forth in Section E.12*, except for Sections E.12.j. Planning and Development Review Process and E.12.e(ii)(e) Source Control Requirements, *shall comply* with post-construction storm water management requirements based on a watershed-process approach developed by RegionalWater Board that include the following:

- Completion of a comprehensive assessment of dominant watershed processes affected by urban storm water
- LID site design and runoff reduction measures, numeric runoff treatment and retention controls, and hydromodification controls that will maintain watershed processes and protect water quality and beneficial uses.
- A process by which Regional Board staff will actively engage Permittees to adaptively manage requirements as determined by the assessment of watershed processes.
- An annual reporting program that involves Regional Board staff and State Board staff to inform statewide watershed process based criteria.

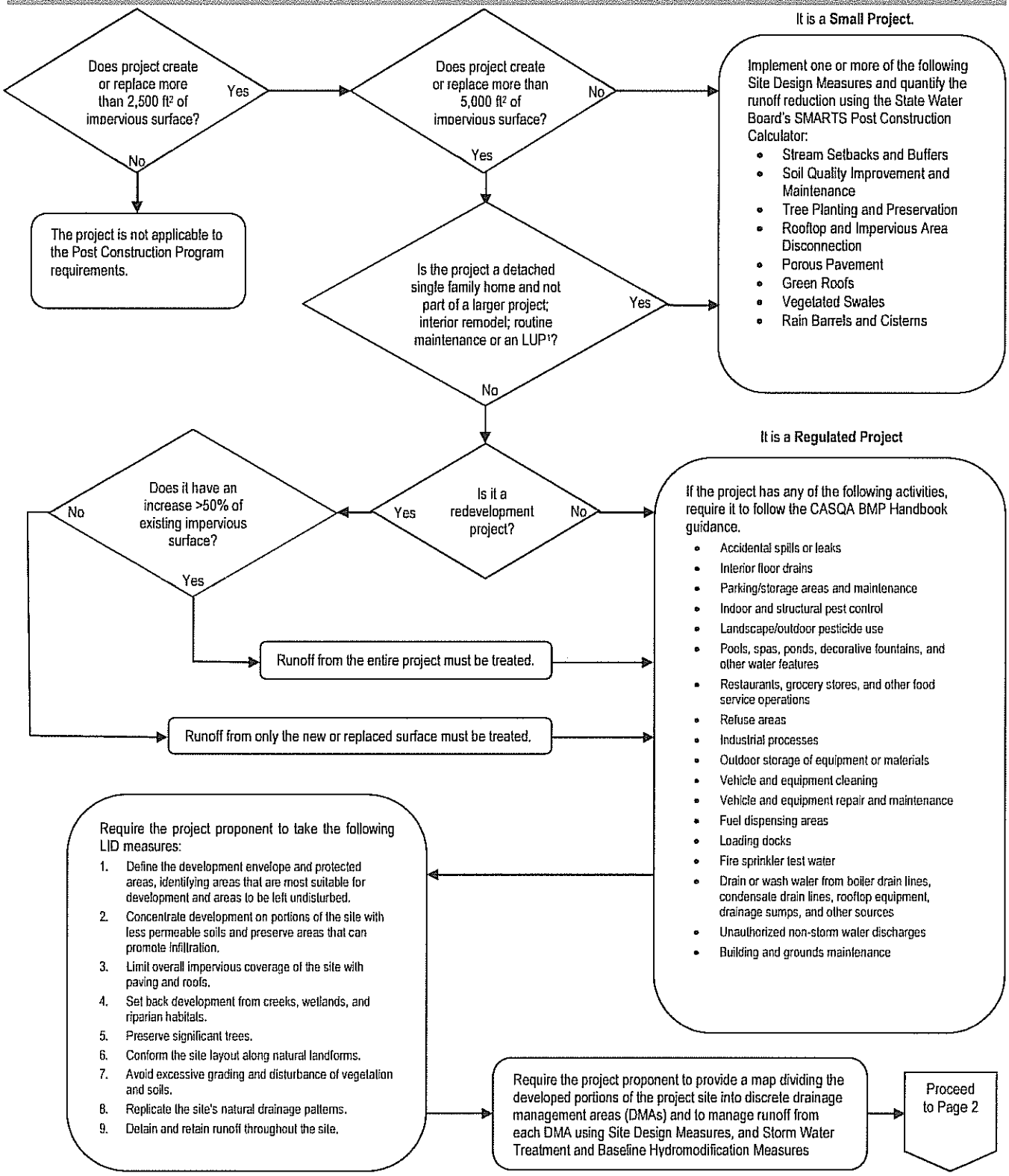
The regional watershed-process based approach must be approved by the RegionalWater Board following a public process.

E.12.l. Alternative Post-Construction Storm Water Management Program

A Permittee may propose alternative post-construction measures *in lieu of some or all of Section E.12. requirements* for multiple benefit projects. Multiple-benefit projects include projects that may address any of the following, in addition to water quality: water supply, flood control, habitat enhancement, open space preservation, recreation, climate change. Multiple-benefit projects may be applied at various scales including project site, municipal or sub-watershed level. Multiple-benefit projects may include, but are not limited to, projects developed under Watershed Improvement Plans (Water Code §16100 et seq.), IRWMP implementation and green infrastructure projects. Multiple benefit projects must be equally or more protective of water quality than Section E.12. requirements.

The RegionalWater Board or the Executive Officer, may approve alternative post-construction measures for multiple-benefit projects, as described above, after an opportunity for public comment, if the Regional Water Board or Executive Officer finds that the alternative measures are consistent with the MEP standard.

APPENDIX 4 – POST-CONSTRUCTION MANAGEMENT FLOW CHART



From Page 1

Project proponent must select one or more of the following **Site Design Measures** to evapotranspire, infiltrate, harvest / re-use, or biotreat the storm water runoff:

- Stream Setbacks and Buffers
- Soil Quality Improvement and Maintenance
- Tree Planting and Preservation
- Rooftop and Impervious Area Disconnection
- Porous Pavement
- Green Roofs
- Vegetated Swales
- Rain Barrels and Cisterns

The Site Design Measure(s) must be sized using either the SQDV (for the 85th percentile 24-hour storm runoff event) for runoff detaining control measures or the SQDF (0.2"/hr.) for flow through control measures.

Year 3 Requirement
Will there be an increase of impervious area of 1 acre or more?

Yes → The post-project runoff shall not exceed the estimated pre-project flow rate for the 2-year, 24-hour storm event.

No

Do any of the following apply to the project?

- Projects creating or replacing an acre or less of impervious area, and located in a designated pedestrian-oriented commercial district (i.e., smart growth projects), and having at least 85% of the entire project site covered by permanent structures;
- Facilities receiving runoff solely from existing (pre-project) impervious areas; and
- Historic sites, structures or landscapes that cannot alter their original configuration in order to maintain their historic integrity.

Yes

No

Do any of the special site conditions apply?

1) Facilities located within 10 feet of structures or other potential geotechnical hazards established by the geotechnical expert for the project may incorporate an impervious cutoff wall between the bioretention facility and the structure or other geotechnical hazard.
2) Facilities with documented high concentrations of pollutants in underlying soil or groundwater, facilities located where infiltration could contribute to a geotechnical hazard, and facilities located on elevated plazas or other structures may incorporate an impervious liner and may locate the underdrain discharge at the bottom of the subsurface drainage/storage layer (this configuration is commonly known as a "flow-through planter").
3) Facilities located in areas of high groundwater, highly infiltrative soils or where connection of underdrain to a surface drain or to a subsurface storm drain are infeasible, may omit the underdrain.
4) Facilities serving high-risk areas such as fueling stations, truck stops, auto repairs, and heavy industrial sites may be required to provide additional treatment to address pollutants of concern unless these high- risk areas are isolated from storm water runoff or bioretention areas with little chance of spill migration.

Yes → Adjust the bioretention design as appropriate and document the reason for the design modification.

No

Remaining runoff after treatment with the Site Design measures must be directed to one or more facilities sized to the SQDF or SQDV that infiltrate, evapotranspire, and/or bioretain runoff. This control measure must be demonstrated to be at least as effective as a bioretention system having the following design parameters:

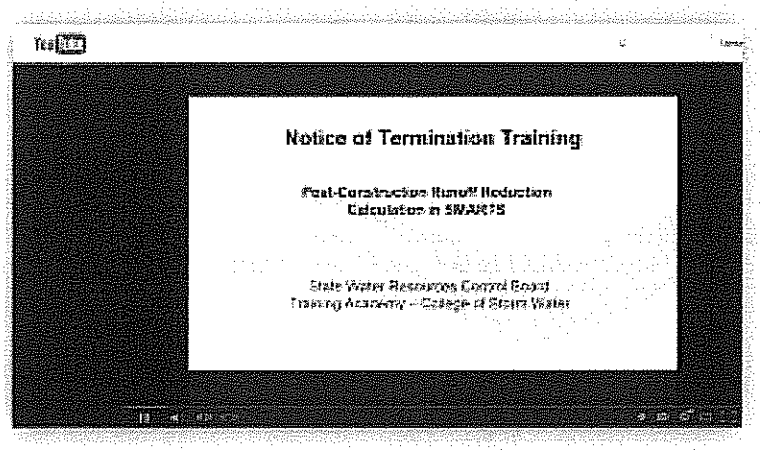
1. Maximum surface loading rate of 5 inches per hour, based on the flow rates calculated. A sizing factor of 4% of tributary impervious area may be used.
2. Minimum surface reservoir volume equal to surface area times a depth of 6 inches.
3. Minimum planting medium depth of 18 inches. The planting medium must sustain a minimum infiltration rate of 5 inches per hour throughout the life of the project and must maximize runoff retention and pollutant removal. A mixture of sand (60%-70%) meeting the specifications of American Society for Testing and Materials (ASTM) C33 and compost (30%-40%) may be used.
4. Subsurface drainage/storage (gravel) layer with an area equal to the surface area and having a minimum depth of 12 inches.
5. Underdrain with discharge elevation at top of gravel layer.
6. No compaction of soils beneath the facility, or ripping/loosening of soils if compacted.
7. No liners or other barriers interfering with infiltration.
8. Appropriate plant palette for the specified soil mix and maximum available water use.

Post Construction Design Complete
Require the project proponent to submit sizing calculations, design drawings, and a written operation and maintenance plan for the proposed LID and hydromodification control measures. Require the property owner to perform annual assessments of the effectiveness and maintenance of the control measures and to submit a self-certification report.

APPENDIX 5 – STATE OF CALIFORNIA POST-CONSTRUCTION CALCULATOR

Instructions on the Download and Use of the State of California's Post-Construction Calculator

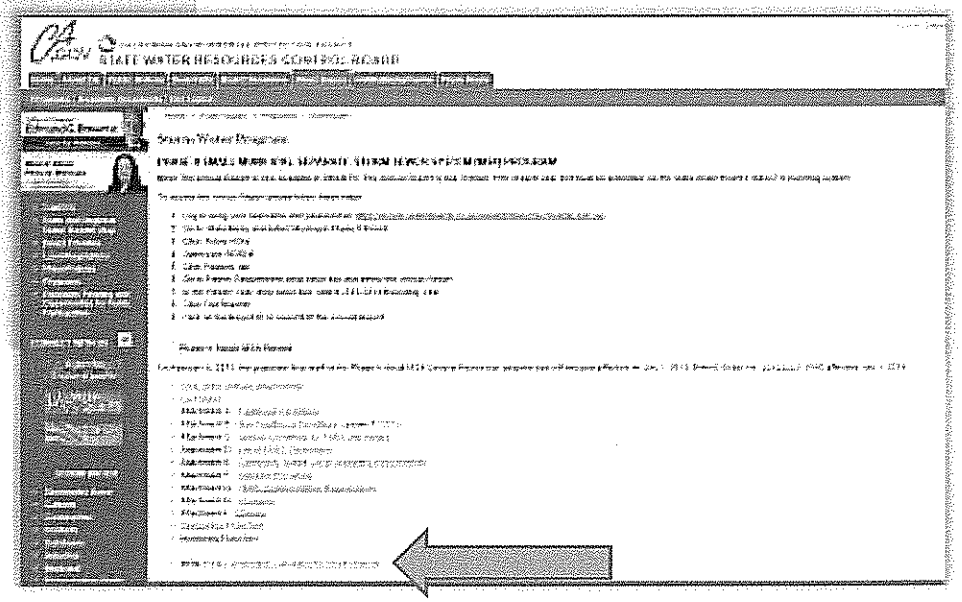
Post-Construction Calculator which is available on the Water Board's SMARTS website or can be accomplished through the State's Microsoft Excel™ version of the calculator. The Water Board has created an instructional video on how to populate and use the Post-Construction Calculator.



The Water Board created this 47-minute video that describes how to use the Post-Construction Calculator on SMARTS. It will also help with the Excel version. Although the video was created for the Construction General Permit, it also applies to the Post-Construction Standards Plan. It can be accessed at: https://www.youtube.com/watch?v=W3nj4pj8WHY&feature=youtu.be

Post-Construction Calculator for Small Projects

The Water Board has created a Microsoft Excel version of the calculator that can now be downloaded from the State Water Board's website at the following link: http://www.swrcb.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml



APPENDIX 6 – VOLUMETRIC SIZING TOOL FOR TREATMENT CONTROLS

Instructions on the Download and Use of the Volumetric Sizing Tool for Treatment Control Measures

The Phase II MS4 Permit requires the municipality to condition applicable new development and redevelopment projects to require facilities designed to *evapo-transpire, infiltrate, harvest/use, and biotreat* storm water to meet at least one of the following hydraulic sizing design criteria:

Volumetric Criteria:

- The maximized capture storm water volume for the tributary area, on the basis of historical rainfall records, determined using the formula and volume capture coefficients in Urban Runoff Quality Management, WEF Manual of Practice No. 23/ASCE Manual of Practice No. 87 (1998) pages 175-178 (that is, approximately the 85th percentile 24-hour storm runoff event); or
- The volume of annual runoff required to achieve 80 percent or more capture, determined in accordance with the methodology in Section 5 of the CASQA's Stormwater Best Management Practice Handbook, New Development and Redevelopment (2003), using local rainfall data.

A Microsoft Excel™ worksheet has been created to assist the project proponent to calculate the capture volumes using both of these volumetric criteria methods. Both methods are described in Section 5 of the 2003 edition of the *CASQA Stormwater Best Management Practice Handbook for New Development and Redevelopment.* Section 5 of the handbook can be accessed and downloaded for free at the following web link:

www.casqa.org/sites/default/files/BMPHandbooks/BMP_NewDevRedev_Section_5.pdf

The Volumetric Sizing Tool Worksheet can be downloaded from:

http://download.wgr-sw.com/documents/5515c2539b167-Appendix 6 Volumetric BMP Sizing Tool.zip

Instructions:

1. Start by entering the data on the "Volume Calculation" tab in the white boxes. It may be necessary to split up the project site into discrete drainage management areas (DMAs) where different "treatment" methods will be used. An example of this would be for a medical complex development where runoff from the parking lot is infiltrated through porous pavement and bioswales; runoff from the building roofs are infiltrated into rain gardens built into the landscaping; and a large undeveloped vegetated area has been graded to act as a retention area. In this case, it would be appropriate to have at least three different DMAs. Provide a name for each DMA and, in Step 1, enter the total area (in square feet) for the DMA.
2. Calculate the percentage of the DMA for completed project that will be impervious to storm water (i.e. hardscape such as building, asphalt, concrete, etc.) and enter it into the white box in Step 2. Also enter the number of existing and planned trees in the DMA, distinguishing between the number of evergreen and the number of deciduous varieties.

3. In Step 3, using Google Earth and the map on the worksheet's "State Map" tab, determine the distance along the blue line from the Sacramento weather station. Indicate if the project is relatively north or south of Sacramento. If the project is due east or west of the blue line, measure the distance from the perpendicular intercept of the blue line and the Sacramento weather station. If the project is immediately east or west of the Sacramento weather station, the distance would be zero. This does not have to be exact and is a rough determination of the position of the project relative to the latitude of the Sacramento weather station and the other available weather stations. Rain amounts are relatively higher north of Sacramento and relatively lower south of Sacramento. The CASQA volumetric determination method (referenced above) only includes three relevant weather stations in the Central Valley, which are Redding, Sacramento, and Fresno.

4. Using the information presented under the "Runoff Coefficients" worksheet tab, determine the average runoff coefficient for the DMA and enter it into the white box in Step 4. Document how the average coefficient was determined.

5. In Step 5, the capture volumes using both methods allowed by the Phase II MS4 Permit are presented. The project proponent has the option of using either one. Select the one that will be used.

6. Please note that this sizing tool is only valid for projects located within the California Central Valley from Shasta County in the north to Fresno County in the south. Projects located in the Sierras, Bay Area, coastal mountains, or along the coast cannot use this tool. Projects south of Fresno County cannot use this tool without it being altered.

7. For assistance with this tool, contact John Teravskis of WGR Southwest, Inc. at jteravskis@wgr-sw.com or at (209) 334-5363 x.110.

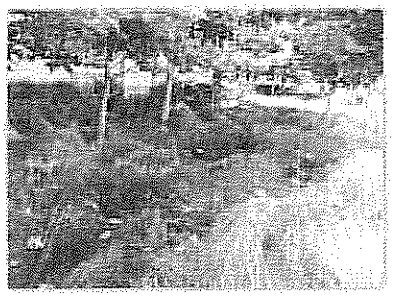
APPENDIX 7 – DESIGN STANDARD REFERENCES

The following are some online design references for Design Standards and Treatment Controls:

Porous Pavement:

- Caltrans Pervious Pavement Design Guidance, August 2014 www.dot.ca.gov/hq/oppd/stormwtr/bmp/DG-Pervious-Pvm_082114.pdf
- Caltrans Pervious Pavement Specifications and Design Tool: www.dot.ca.gov/hq/oppd/stormwtr/pervious.htm
- USEPA Guidance Website on Porous Asphalt Pavement: http://water.epa.gov/polwaste/npdes/swbmp/Porous-Asphalt-Pavement.cfm
- Pennsylvania Storm Water Best Management Practices Manual on Pervious Pavement: www.stormwaterpa.org/assets/media/BMP_manual/chapter_6/Chapter_6-4-1.pdf
- University of New Hampshire Stormwater Center: Design Specifications for Porous Asphalt Pavement and Infiltration Beds: www.unh.edu/unhsc/sites/unh.edu.unhsc/files/pubs_specs_info/unhsc_pa_spec_10_09.pdf
- National Asphalt Pavement Association's Porous Asphalt Pavements for Storm Water Management Guide Book (Downloadable – cost $30) http://store.asphaltpavement.org/index.php?productID=759
- Bay Area Stormwater Management Agencies Association and City of Berkeley: Pervious Pavement - Storm Water Control for Small Projects www.ci.berkeley.ca.us/uploadedFiles/Online_Service_Center/Planning/Stormwater%20Fact%20Sheet_BASMAA_Pervious_Paving.pdf
- Santa Clara Valley Urban Runoff Pollution Prevention Program: Chapter 6 Technical Guidance for Stormwater Treatment and Site Design Measures www.scvurppp-w2k.com/permit_c3_docs/c3_handbook_2012/Chapter_6-Tech_Guidance_Stormwater_Treatment_Site_Design_Measures_2012.pdf

Rain Gardens:



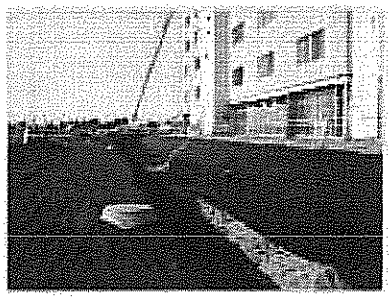
- Bay Area Stormwater Management Agencies Association and Alameda County: Rain Gardens - Storm Water Control for Small Projects http://alamedaca.gov/sites/default/files/department-files/2013-04-29/11_-_rain_garden_fact_sheet.pdf
- Low Impact Development Center (www.lowimpactdevelopment.org/)
  Links for Guidance on the Design and Construction of a Rain Garden:

www.lowimpactdevelopment.org/raingarden_design/links.htm#top
Reference and Guidance Downloads:
www.lowimpactdevelopment.org/raingarden_design/download.htm

Flow-through Planters:

- San Mateo Countywide Water Pollution Prevention Program: C.3 Technical Guidance, 6.2 Flow-Through Planter www.flowstobay.org/files/newdevelopment/C3techguide/12sec6.2Flowthru.pdf
- Stormwater Planters (draft version), Derek C. Godwin, Marissa Sowles, and Desiree Tullos, Oregon Sea Grant Extension; Maria Cahill, Green Girl Land Development Solutions. http://extension.oregonstate.edu/watershed/sites/default/files/stormwater_planters.pdf

Santa Clara Valley Urban Runoff Pollution Prevention Program: Chapter 6 Technical Guidance for Stormwater Treatment and Site Design Measures
www.scvurppp-w2k.com/permit_c3_docs/c3_handbook_2012/Chapter_6-Tech_Guidance_Stormwater_Treatment_Site_Design_Measures_2012.pdf



Infiltration Trenches and Tree Wells:

- USEPA Storm Water Technology Fact Sheet: Infiltration Trench (EPA 832-F-99-019, September 1999) http://water.epa.gov/scitech/wastetech/upload/2002_06_28_mtb_infltrenc.pdf
- Santa Clara Valley Urban Runoff Pollution Prevention Program: Chapter 6 Technical Guidance for Stormwater Treatment and Site Design Measures www.scvurppp-w2k.com/permit_c3_docs/c3_handbook_2012/Chapter_6-Tech_Guidance_Stormwater_Treatment_Site_Design_Measures_2012.pdf
- Minnesota Urban Small Sites BMP Manual: Infiltration Trenches http://www.sccd.org/Infiltration%20Trenches.pdf
- USEPA Stormwater to Street Trees: Engineering Urban Forests for Stormwater Management; (EPA 841-B-13-001, September 2013) http://water.epa.gov/polwaste/green/upload/stormwater2streettrees.pdf

Bioswales, Vegetated Buffers & Swales:

- Caltrans Biofiltration Swale Design Guidance; California Department of Transportation; CTSW-TM-07-172-05, January 2009 www.dot.ca.gov/hq/LandArch/ec/stormwater/guidance/DG-BioSwale-Final02-011309.pdf & www.dot.ca.gov/hq/LandArch/ec/stormwater/biofiltration_swales.htm
- Biofilters (Bioswales, Vegetative Buffers, & Constructed Wetlands) for Storm Water Discharge Pollution Removal; State of Oregon, Department of Environmental Quality, Dennis Jurries, PE; January 2003 www.deq.state.or.us/wq/stormwater/docs/nwr/biofilters.pdf
- Design Manual: Biological Filtration Canal (Bioswale); Dayna Yocum, Bren School of Environmental Science and Management, University of California, Santa Barbara http://fiesta.bren.ucsb.edu/~chiapas2/Water%20Management_files/Bioswales-1.pdf
- Santa Clara Valley Urban Runoff Pollution Prevention Program: Chapter 6 Technical Guidance for Stormwater Treatment and Site Design Measures www.scvurppp-w2k.com/permit_c3_docs/c3_handbook_2012/Chapter_6-Tech_Guidance_Stormwater_Treatment_Site_Design_Measures_2012.pdf
- USEPA Storm Water Technology Fact Sheet: Vegetated Swales (EPA 832-F-99-006, September 1999) http://water.epa.gov/scitech/wastetech/upload/2002_06_28_mtb_vegswale.pdf

Rain Water Harvesting and Reuse:

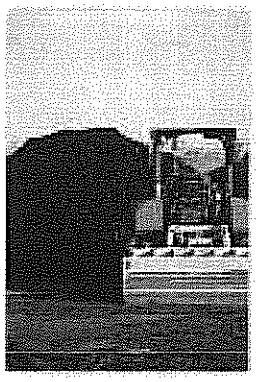
- USEPA Managing Wet Weather with Green Infrastructure Municipal Handbook: Rainwater Harvesting Policies; Christopher Kloss, Low Impact Development Center, December 2008 (EPA-833-F-08-010)

  http://water.epa.gov/infrastructure/greeninfrastructure/upload/gi_munichandbook_harvesting.pdf
- The City of San Diego Rain Water Harvesting Guide www.sandiego.gov/water/pdf/conservation/rainwaterguide.pdf
- Santa Clara Valley Urban Runoff Pollution Prevention Program: Chapter 6 Technical Guidance for Stormwater Treatment and Site Design Measures www.scvurppp-w2k.com/permit_c3_docs/c3_handbook_2012/Chapter_6-Tech_Guidance_Stormwater_Treatment_Site_Design_Measures_2012.pdf

Green Roofs:

- USEPA Design Guidelines and Maintenance Manual for Green Roofs in the Semi-Arid and Arid West; Leila Tolderlund, University of Colorado Denver, November 2010

  http://www2.epa.gov/sites/production/files/documents/GreenRoofsSemiAridAridWest.pdf
- City of Berkeley Office of Energy and Sustainable Development webpage: www.ci.berkeley.ca.us/greenroofs/
- City of Watsonville Green Roof Design Criteria webpage: http://cityofwatsonville.org/public-works-utilities/urban-greening-plan/green-roof-design (contains a link to a downloadable 30-page Green Roof Design Criteria Plan published in March 2012)
- Green Roofs for Healthy Cities (private organization) webpage: www.greenroofs.org/ Training, certifications, design manuals, and other resources available for designing green roofs.



Soil Quality Improvement and Compost:

- United States Department of Agriculture's Natural Resources Conservation Service (NRCS) Urban Soil Primer www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052835.pdf
- US Composting Council Fact Sheets and Reports; http://compostingcouncil.org/factsheets-and-free-reports/
- Department of Land, Air and Water Resources at UC Davis and the U.S. Forest Service's Center for Urban Forest Research Report on Engineered Soil, Trees and Stormwater Runoff: the UC Davis Parking Lot Project www.fs.fed.us/psw/programs/uesd/uep/products/psw_cufr686_UCDParkingLot.pdf
- USEPA Stormwater to Street Trees: Engineering Urban Forests for Stormwater Management; (EPA 841-B-13-001, September 2013) http://water.epa.gov/polwaste/green/upload/stormwater2streettrees.pdf

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

POST-CONSTRUCTION WORKSHEET FOR THE CITY OF TURLOCK

PROJECT SUMMARY SHEET

Project Owner Information:

Project Owner Name:					
Name of Contact Person:					
Mailing Street Address:					
City:		State:		Zip:	
Telephone:			Email:		

Project Information:

Project Name:					
Name of Contact Person:					
Project Address:					
City:		State:		Zip:	
Anticipated construction start date:			Ending date:		
Project size (ft²):			Subject to the Construction General Permit? (Yes / No)		
Information of the Post-Construction Standards Plan Preparer:					
Name of Organization:					
Name of Contact Person:					
Mailing Street Address:					
City:		State:		Zip:	
Telephone:			Email:		
Project Applicability:					
Type of Project: (Check one)		Small Project (2,500 to 5,000 ft² or detached single family home)			
		Regulated Project (5,000 ft²)			
		Not applicable to the Post-Construction Standards Plan (*provide reason in the space below*)			
Is this a redevelopment project? (Yes / No)			Will the project result in an increase of more than 50% of the impervious surface? (Yes / No)		
Has the project or the vesting map received approval from the municipality? (Yes, No, or N/A)			Date of project or vesting map approval:		
Describe the nature and scope of the construction project:					
Number of Drainage Management Areas (DMAs):					

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

POST-CONSTRUCTION WORKSHEET FOR THE CITY OF TURLOCK SMALL PROJECT SUBMITTAL SHEET

Project Information:

Project Name:	
Project Owner Name:	
Project Address:	

Selection of Site Design Measures:

Select one or more of the following Site Design Measures (as identified in Section 4.1 of the Post-Construction Standards Plan) which will be incorporated into the project's design.

Site Design Measures	*Selected? (Yes / No)*
Stream Setbacks and Buffers	
Soil Quality Improvement and Maintenance	
Tree Planting and Preservation	
Rooftop and Impervious Area Disconnection	
Porous Pavement	
Green Roofs	
Vegetated Swales	
Rain Barrels and Cisterns	

Post-Construction Calculator Information:

Enter the following data from the State's Post-Construction Calculator:

Pre-project Runoff Volume (ft^3)	
Post-project Runoff Volume (ft^3)	
Net Credit of Volume Credits (ft^3)	

Small Project Submittal Requirements:

The following must be submitted for Small Projects to the plan checker:

- Completed pages 1 and 2 of this Post-Construction Worksheet.
- Site plans showing the selected Site Design Measure(s) (identified in Section 4.1). The plans must be stamped by a California Civil Professional Engineer if any of the following Site Design Measures were selected: rooftop and impervious area disconnection, porous pavement, or rain cisterns. The plans must be stamped by a California Structural Professional Engineer if a green roof was selected or if there is a significant structural aspect to the rain cisterns and collection system. The plans must be stamped by a California Licensed Landscape Architect if any of the following Site Design Measures were selected: stream setbacks and buffers, soil quality improvement, or vegetated swales. The Site Design Measure(s) must be clearly called out on the submitted plans.
- A printout of the results page from the Water Board's SMARTS or Microsoft Excel™ Post-Construction Calculator.

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

POST-CONSTRUCTION WORKSHEET FOR THE CITY OF TURLOCK

REGULATED PROJECT DMA SUBMITTAL SHEET

Drainage Management Area (DMA) & Project Information:

*A **separate** Regulated Project DMA Submittal Sheet is required to be completed and submitted for each DMA. Refer to Section 5.1 of the Post-Construction Standards Plan for more information about DMAs.*

Project Name:	
Project Owner Name:	
Project Address:	
Name of the DMA:	
DMA area (ft^2)	

Selection of Applicable Source Controls:

*Indicate which of the following activities or pollutant sources are included in **this DMA** of the new development or redevelopment. For more information about required Source Control refer to Section 5.2.*

Site Design Measures	*(Yes / No)*
Accidental spills or leaks	
Interior floor drains	
Parking / storage areas and maintenance	
Indoor and structural pest control	
Landscape / outdoor pesticide use	
Pools, spas, ponds, decorative fountains, and other water features	
Restaurants, grocery stores, and other food service operations	
Refuse areas	
Industrial processes	
Outdoor storage of equipment or materials	
Vehicle and equipment cleaning	
Vehicle and equipment repair and maintenance	
Fuel dispensing areas	
Loading docks	
Fire sprinkler test water	
Drain or wash water from boiler drain lines, condensate drain lines, rooftop equipment, drainage sumps, and other sources	
Unauthorized non-storm water discharges	
Building and grounds maintenance	

Hydrologic Soil Group and Soil Type Information:

*Enter information concerning the soil types **within this DMA**. For more information, refer to Table 7 of the Post-Construction Standards Plan.*

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

Soil Type Name	HSG Group (A, B, C, or D)

Low Impact Development (LID) Design Requirements:

Please describe how the project is meeting each of the following LID design requirements. Provide your response in the text box following each requirement or provide responses on a separate sheet.

1. Define the areas of the project that are to be left undisturbed or protected from soil disturbance. Identify sensitive environmental receptors such as water bodies, stream buffers, existing trees, riparian areas, and habitat areas.

2. How is the project concentrating development on portions of the site with less permeable soils and preserving areas that can promote infiltration?

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

3. How is the project limiting the overall impervious coverage of the site consisting of paving and roofs?

4. If applicable, how much setback is there of the development from creeks, wetlands, and riparian habitats?

5. List and describe the trees that will be preserved.

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

6. Describe how the new development or redevelopment site layout will conform along natural landforms.

7. Describe how the project is avoiding excessive grading and disturbance of vegetation and soils.

8. Describe how the new development or redevelopment is replicating the site's natural drainage patterns.

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

9. Describe how the project will detain and retain runoff through the new development and redevelopment site.

Pre- and Post-Development Project Hydrology Information:

Provide the following hydrology information for ***this DMA***.

Pre-development Conditions:

Percent Impervious	
Average runoff coefficient for this DMA	
Peak flow rate (ft^3/sec) for this DMA using the 2-year 24-hour design value discussed in Section 5.5.	

Post-development Conditions:

Percent Impervious	
Average runoff coefficient for this DMA	
Peak flow rate (ft^3/sec) for this DMA using the 2-year 24-hour design value discussed in Section 5.5.	

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

Selection of Site Design and Treatment Control Measures:

*Indicate which Site Design and Treatment Control Measures will be used for **this DMA**. For more information, refer to Table 3. Provide calculations and design drawings for the selected measures per the submittal requirements describe in Section 5.6.*

Site Design or Treatment Control Measure	Sizing Criteria	Selected? (Yes / No)	Enter the Calculated Design Capture Volume or Flow Rate for the Selected Measure
Stream setbacks and vegetated buffers *(Site Design Measure)*	Flow		
Soil quality improvement *(Site Design Measure)*	Volume		
Tree planting and preservation *(Site Design Measure)*	SMARTS Calculator		
Porous pavement *(Site Design Measure)*	Volume		
Green roofs *(Site Design Measure)*	Volume		
Vegetated swales *(Site Design Measure)*	Flow		
Rain harvesting and reuse *(Site Design Measure)*	Volume		
Bioretention and rain gardens *(Treatment Control Measure)*	Volume		
Infiltration trench, Flow-through Planter, or Tree Wells *(Treatment Control Measure)*	Volume and Flow		
Retention and detention basins *(Treatment Control Measure)*	Volume		

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

Variations and Exceptions:

*Identify any applicable variations or exceptions for **this DMA**.*

Condition	Allowed Variation	Applicable to this DMA? If so, explain.
Facilities located within 10 feet of structures or other potential geotechnical hazards established by the geotechnical expert for the project	May incorporate an impervious cutoff wall between the bioretention / infiltration facility and the structure or other geotechnical hazard	
Facilities with documented high concentrations of pollutants in underlying soil or groundwater, facilities located where infiltration could contribute to a geotechnical hazard, and facilities located on elevated plazas or other structures	May incorporate an impervious liner and may locate the underdrain discharge at the bottom of the subsurface drainage/storage layer (this configuration is commonly known as a "flow-through planter")	
Facilities located in areas of high groundwater, highly infiltrative soils or where connection of underdrain to a surface drain or to a subsurface storm drain are infeasible	May omit the underdrain	
Facilities serving high-risk areas such as fueling stations, truck stops, auto repairs, and heavy industrial sites	Are required to provide additional treatment to address pollutants of concern prior to the flow reaching the infiltration facility	

*If infiltration is not feasible for **this DMA**, please provide an explanation of the infeasibility and a description of the alternate non-infiltrating treatment control measure(s) that will be used in accordance with the development requirements in Section 5.4.4.*

Regulated Project Submittal Requirements:

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

The following must be submitted for Regulated Projects to the plan checker:

- The completed Post-Construction Worksheet including page 1 and, for each DMA, pages 3 – 10.
- A separate site plan for each DMA must be submitted. If there are multiple DMAs, a key map showing the location of the DMAs in relationship to one another and the entire site is required to be submitted. Each DMA site plan is required to show the following information:
  - ✓ DMA name and boundary;
  - ✓ The selected Site Design and Treatment Control Measures (identified in Table 3);
  - ✓ The total drainage area in square feet of the DMA;
  - ✓ The pre-development peak flow rate at the point(s) of discharge;
  - ✓ The predicted post-development peak flow rate at the point(s) of discharge;
  - ✓ Areas of existing impervious surfaces (pre-development);
  - ✓ Proposed areas of impervious surfaces (post-development);
  - ✓ Setbacks from creeks, wetlands, and riparian habitats;
  - ✓ Existing topography and drainage patterns (pre-development);
  - ✓ Proposed topography and drainage patterns (post-development);
  - ✓ Soil types, soil type boundaries within the DMA, and their Hydrologic Soil Group Classification rating (A, B, C, or D); and
  - ✓ Trees, vegetation, and sensitive environmental areas to be protected and preserved.

  Each plan must be stamped by a qualified licensed professional. The plans must be stamped by a California Civil Professional Engineer if any of the following control measures were selected: rooftop and impervious area disconnection, porous pavement, rain cisterns, bioretention or rain gardens, infiltration trench, or retention or detention basins. The plans must be stamped by a California Structural Professional Engineer if a green roof was selected or if there is a significant structural aspect to the rain cisterns and collection system. The plans must be stamped by a California licensed Landscape Architect if any of the following Site Design Measures were selected: stream setbacks and buffers, soil quality improvement, vegetated swales, bioretention and rain gardens. The selected Site Design and Treatment Control Measure(s) must be clearly called out on the submitted plans.
- Design drawings for the proposed Treatment Control Measures showing a plan view, elevation view, and subsurface cross-sections must be submitted. Sufficient detail and specifications should be included in these drawings to provide for adequate plan check review and for the construction of the treatment "facility". Each design drawing must be stamped by a qualified licensed professional. The drawings must be stamped by a California Civil Professional Engineer if any of the following control measures were selected: rooftop and impervious area disconnection, porous pavement, rain cisterns, bioretention or rain gardens, infiltration trench, or retention or detention basins. The drawings must be stamped by a California Structural Professional Engineer if a green roof was selected or if there is a significant structural aspect to the rain cisterns and collection system. The drawings must be stamped by a California licensed Landscape Architect if any of the following Site Design Measures were selected: stream setbacks and buffers, soil quality improvement, vegetated swales, bioretention and rain gardens.

APPENDIX 8 – POST-CONSTRUCTION PROJECT WORKSHEET

- A print out of the results page from the MS Excel™ Volumetric BMP Sizing Tool for each DMA and control measure that requires the volumetric sizing criteria is required to be submitted. (Refer to Appendix 6 for information on how to download the tool.)
- Calculations stamped by the appropriate licensed individual (as described above) for each DMA and control measure that requires flow-based sizing criteria must be included with the submittal.
- An Operation and Maintenance Plan and signed Statement of Responsibility for the proposed treatment control measures must accompany the submittal (refer to Section 6 and Appendix 9).

City of Turlock
Development Services Department
156 S. Broadway, Ste 150
Turlock, CA 95380
(209) 668-5520

APPENDIX 9 – OPERATIONS & MAINTENANCE PLAN AND CERTIFICATE OF RESPONSIBILITY AGREEMENT

STORM WATER OPERATIONS & MAINTENANCE PLAN

Property Owner Information:

Property Owner Name:					
Name of Contact Person:					
Mailing Address:					
City:		State:		Zip:	
Telephone:		Email:			

Development Information:

Name of Development					
Development Address:					
City:		State:		Zip:	
Assessor Parcel No.:					
Name of Person or Organization Responsible for Performing Inspections and Maintenance of the Treatment Control Measures:					
Mailing Street Address:					
City:		State:		Zip:	
Telephone:		Email:			

Treatment Control Measures:

List the treatment control measures at the development and their inspection frequencies (minimum of once per year). For each treatment control measure, describe conditions that require maintenance or repair. Describe preventative maintenance needed to keep the treatment control measure effective.

Treatment Control Measure	Inspection Frequency	Describe Conditions that Require Maintenance / Repair and Describe Routine Preventative Maintenance

STORM WATER OPERATIONS & MAINTENANCE CERTIFICATE OF RESPONSIBILITY AGREEMENT

RECORDING REQUESTED BY:
CITY OF TURLOCK

When Recorded Mail to:
City of Turlock
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, CA 95830-5454

The above space reserved for recorder's office

OPERATIONS & MAINTENANCE AGREEMENT

CITY OF TURLOCK
MUNICIPAL SERVICES DEPARTMENT
156 S. BROADWAY, SUITE 270
TURLOCK, CA 95380-5454 (209) 668-5590

Storm Water Operations & Maintenance Plan

Property Owner Information:

PROPERTY OWNER NAME:					
Name of Contact Person:					
Mailing Address:					
City:		State:		Zip:	
Telephone:			Email:		

Development Information:

NAME OF DEVELOPMENT					
Development Address:					
City:		State:		Zip:	
Legal Description (Exhibit A):					
Assessor Parcel No.:					
Name of Person or Organization Responsible for Performing Inspections and Maintenance of the Treatment Control Measures:					
Mailing Street Address:					
City:		State:		Zip:	
Telephone:			Email:		

Treatment Control Measures:

List the treatment control measures at the development and their inspection frequencies (minimum of once per year). For each treatment control measure, describe conditions that require maintenance or repair. Describe preventative maintenance needed to keep the treatment control measure effective.

TREATMENT CONTROL MEASURE	INSPECTION FREQUENCY	DESCRIBE CONDITIONS THAT REQUIRE MAINTENANCE / REPAIR AND DESCRIBE ROUTINE PREVENTATIVE MAINTENANCE

Storm Water Operations & Maintenance
Certificate of Responsibility Agreement

THIS AGREEMENT is made and entered into in Turlock, California, this ____ day of _____, by and between _____ hereinafter referred to as "Owner" and the City of Turlock.

WHEREAS, the Owner owns real property ("Property") in the City of Turlock, State of California, depicted on the attached map, which is attached hereto and incorporated herein; and

WHEREAS, at the time of initial approval of the development project known as _____ within the Property described in Exhibit A, the City of Turlock required the project to employ on-site control measures to minimize pollutants in urban runoff, pursuant to the National Pollutant Discharge Elimination System (NPDES) Phase 2 General Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS, the Owner has chosen to install the following treatment control measures: _____, hereinafter referred to as "facilities", as the on-site control measures to minimize pollutants in urban runoff; and

WHEREAS, said facilities have been installed in accordance with the requirements of the City of Turlock Post-Construction Standards Plan and the Owner's plans and specifications accepted by the City of Turlock; and

WHEREAS, said facilities installed on private property, are private facilities with all operation, maintenance, and replacement therefor the sole responsibility of the Owner, and may be used to convey storm water to or from private or public property; and

WHEREAS, the Owner is aware that periodic and continuous maintenance (as described on page 1 of this O&M Plan), including, but not necessarily limited to, sediment removal, is required to assure peak performance of the facilities and that, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW THEREFORE, it is mutually stipulated and agreed as follows:

1. Owner hereby provides the City of Turlock or City of Turlock's designee complete access, of any duration, to the facilities and its immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by City of Turlock with no advance notice, for the purpose of inspection, sampling, testing of the facilities, and in case of emergency, to undertake all necessary repairs or other preventative measures at owner's expense as provided in paragraph 3 below. The Owner/Operator shall retain all operation and maintenance records at the facility for City of Turlock inspection, and a copy shall be provided to the City of Turlock if requested. The City of Turlock shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.

2. Owner shall use its best efforts to diligently maintain the facilities, pursuant to the NPDES Phase 2 MS4 General Permit, in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of material(s) from the facilities and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time.

3. When requested from time to time by the City of Turlock, the Owner shall provide the City of Turlock with documentation identifying the operations and maintenance performed at the facility, material(s) removed, the quantity, and disposal destination.

4. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement, within five (5) days of being given written notice by the City of Turlock, the City of Turlock is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs, attorney fees and interest thereon at the statutory rate from the date of the notice of expense until paid in full, and Owner hereby agrees to pay such charge within 30 days of receipt of City of Turlock's written demand for payment.

5. The City of Turlock may require the owner to post security in a form and for a time period satisfactory to the City of Turlock to guarantee the performance of the obligations stated herein. Should the Owner fail to perform the obligations under this Agreement, the City of Turlock may, in the case of a cash bond, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of this Agreement. As an additional remedy, the City of Turlock may withdraw any previous storm water related approval with respects to the property on which the facilities have been installed until such time as the Owner repays to City of Turlock its reasonable costs incurred in accordance with paragraph 4 above.

6. It is the Owners responsibility to submit an annual self-certification form each year to the City of Turlock, which certifies all inspections and maintenance has been performed per page 1 of the O&M Plan and that the facilities are in effective working condition. If the inspection report is not received within 60 days of when it is due, the City of Turlock will perform the inspection and assessment; and the Owner will be billed for it as described above.

7. In event of legal action occasioned by any default or action of the Owner, or its successors or assigns, then the Owner and its successors or assigns agree(s) to pay all costs incurred by the City of Turlock in enforcing the terms of this Agreement, including reasonable attorney fees and costs, and that the same shall become a lien against said Property.

8. It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property.

9. The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Owner shall provide a copy of such notice to the City of Turlock at the same time such notice is provided to the successor. This Agreement shall be recorded in the Office of the Stanislaus County Clerk Recorder.

10. Any notice or demand for payment to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to addresses listed on Page 1 of this agreement either for the Owner or the City of Turlock. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

11. Owner, its heirs, successors, executors, administrators, and assigns shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the burdens, benefits, obligations, and performance of this Agreement by the Owner or its heirs, successors, executors, administrators, and assigns as described herein.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Gary Soiseth, Mayor

or

_____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

APPROVED AS TO SUFFICIENCY:

By: _____
Michael I. Cooke,
Municipal Services Director

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

OWNER,

By: _____
Owner

Date: _____

APPENDIX 10 – LIST OF COLLABORATING MUNICIPALITIES

Collaborating Phase II MS4s:

Cities

City of Atwater

City of Ceres

City of Shasta Lake

City of Escalon

City of Lathrop

City of Merced

City of Oakdale

City of Redding

City of Ripon

City of Riverbank

City of Turlock

City of West Sacramento

Counties

Shasta County

Stanislaus County

Yuba County

Non-Traditional MS4s

Tracy Unified School District

EXHIBIT B

City of Turlock

EROSION AND SEDIMENT CONTROL PLAN WORKSHEET

FOR

SMALL CONSTRUCTION PROJECTS

DSD PLANNING ENGINEERING BUILDING

DEVELOPMENT SERVICES DEPARTMENT

Serving the public interest in partnership with developers, homeowners, and contractors, in order to build a better community to ensure the safety, health and welfare of the citizens of Turlock.

City of Turlock
ESCP Worksheet for Small Projects
Rev. 6/12/2015

PLANNING ENGINEERING BUILDING
DEVELOPMENT SERVICES DEPARTMENT

What is this document for?

The City's Phase II MS4 NPDES General Permit issued by the State Water Board to the City, requires the City to develop and maintain a program to assure that sediment and other pollutants from construction activities do not flow into the City's storm water drainage system and, subsequently, impact local receiving waters. The City's Permit requires the City to require the owner of any construction project having soil disturbance to submit an Erosion and Sediment Control Plan (ESCP). The ESCP must identify potential sources of erosion and sedimentation associated with the project and identify the control measures (best management practices or BMPs) used to prevent erosion and control sedimentation within the project. This document is a worksheet to assist owners of small projects to determine appropriate control measures for their project.

Who is required to complete this document?

All construction projects that have soil disturbance and pass through plan check or the City's permitting process must develop an ESCP. Projects having more than 1 acre of soil disturbance or those projects that are part of a larger common plan may be required to comply with the State Water Board's Construction General Permit (CGP), which requires the development of a Storm Water Pollution Prevention Plan (SWPPP). For these larger projects, the CGP-required SWPPP may be submitted in lieu of the ESCP. For all other projects (small projects) having less than 1 acre of soil disturbance or those that qualify for a waiver or exemption from the CGP, they must submit an ESCP using this worksheet.

What is required in this document?

This worksheet requires basic project and contact information, as well as, basic site information including location, status, approximate start and end dates and the area of soil disturbance.

The Best Management Practices (BMPs) that will be used during construction are also required to be identified.

A basic site map showing the project boundaries, adjacent streets, storm drain inlets, placement of BMPs, and where construction work will be occurring is required to be included.

BMPs, as defined on the EPA's website, is *"a term used to describe a type of water pollution control. Storm water BMPs are techniques, measures or structural controls used to manage the quantity and improve the quality of storm water runoff. The goal is to reduce or eliminate the contaminants collected by storm water as it moves into streams and rivers."*

For more details on BMPs please visit the California Storm Water Quality Association's website at:
www.casqa.org/resources/bmp-handbooks

or Caltrans's website at:
www.dot.ca.gov/hq/construc/stormwater/manuals.htm

City of Turlock
ESCP Worksheet for Small Projects
Rev. 6/12/2015

PLANNING
ENGINEERING
BUILDING
DEVELOPMENT SERVICES DEPARTMENT

1 Project Information

Project Name:	
Project Address:	
Project Size: (Indicate sq. ft. or acres)	
Anticipated Construction Start Date:	
Anticipated Construction End Date:	
Approximate Soil Disturbance: (Indicate sq. ft or acres)	
Number of Storm Drain Inlets within 50 ft. of the soil disturbance.	

2 Owner Information

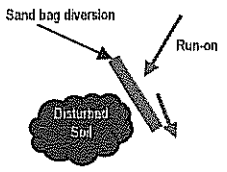
Name:	
Address:	
Phone Number:	
Email:	

3 Contractor Information

Name:	
Company Name:	
Address:	
Phone Number:	
Email:	

4 Best Management Practices

4.1 Run-On Control BMPs

When surface flow of storm water runoff is allowed to pass through disturbed soils at an active construction project it can mobilize sediment and carry it into the municipality's storm drainage system and into the local receiving waters. This results in deposition of sediment in the municipal drainage system which causes more frequent maintenance and can cause flooding. The sediment is also harmful to the local waterways.	

Does storm water have the potential to run-on to the construction site?	☐ Yes ☐ No
If yes, will storm water surface flow be diverted around any disturbed soil areas? Show how it will be diverted on the site map.	☐ Yes ☐ No

4.2 Erosion Control BMPs

The definition of erosion is the detachment of soil particles. These particles can become detached by rain, wind, or construction activity. Although construction, by nature, disturbs soil. It is vital to place a temporary or permanent covering over disturbed soil as soon as possible. Projects are not allowed to leave areas of exposed soil that do not have a cover. On the table below and on the site map show how you will prevent erosion at your project.

CASQA Fact Sheet	BMP Name	BMP Selected? (Check Box)	Describe the BMP to be implemented. If not used, state the reason why.
EC-1	Scheduling (work will be conducted during the dry season)		
EC-2	Preservation of Existing Vegetation (existing vegetated areas will not be disturbed)		
EC-4	Area to be vegetated with landscaping, turf, or hydroseeding		
EC-7	Temporary Erosion Control using an erosion control blanket or geotextile		
EC-6 & EC-8	Area covered with a temporary or permanent mulch including straw, wood, compost, hydromulch, or equivalent		
EC-16	Non-Vegetated Stabilization (covered with aggregate, paving, permanent structures / surfaces)		
WE-1	Wind Erosion Control (kept moist to prevent wind erosion)		

4.3 Temporary Sediment Control BMPs

Sediment control is accomplished by two ways. First, giving sediment every opportunity to settle out of storm water runoff while still on the project. Second, remove sediment from surfaces that has been carried or tracked off site before it enters the municipal drains. Each project must have effective perimeter sediment control. Drain inlets within 50 feet of the project must be protected. Any visible track out or sedimentation onto municipal property must be removed as soon as possible. On the table below and on the site map show how you will control sediment at your project.

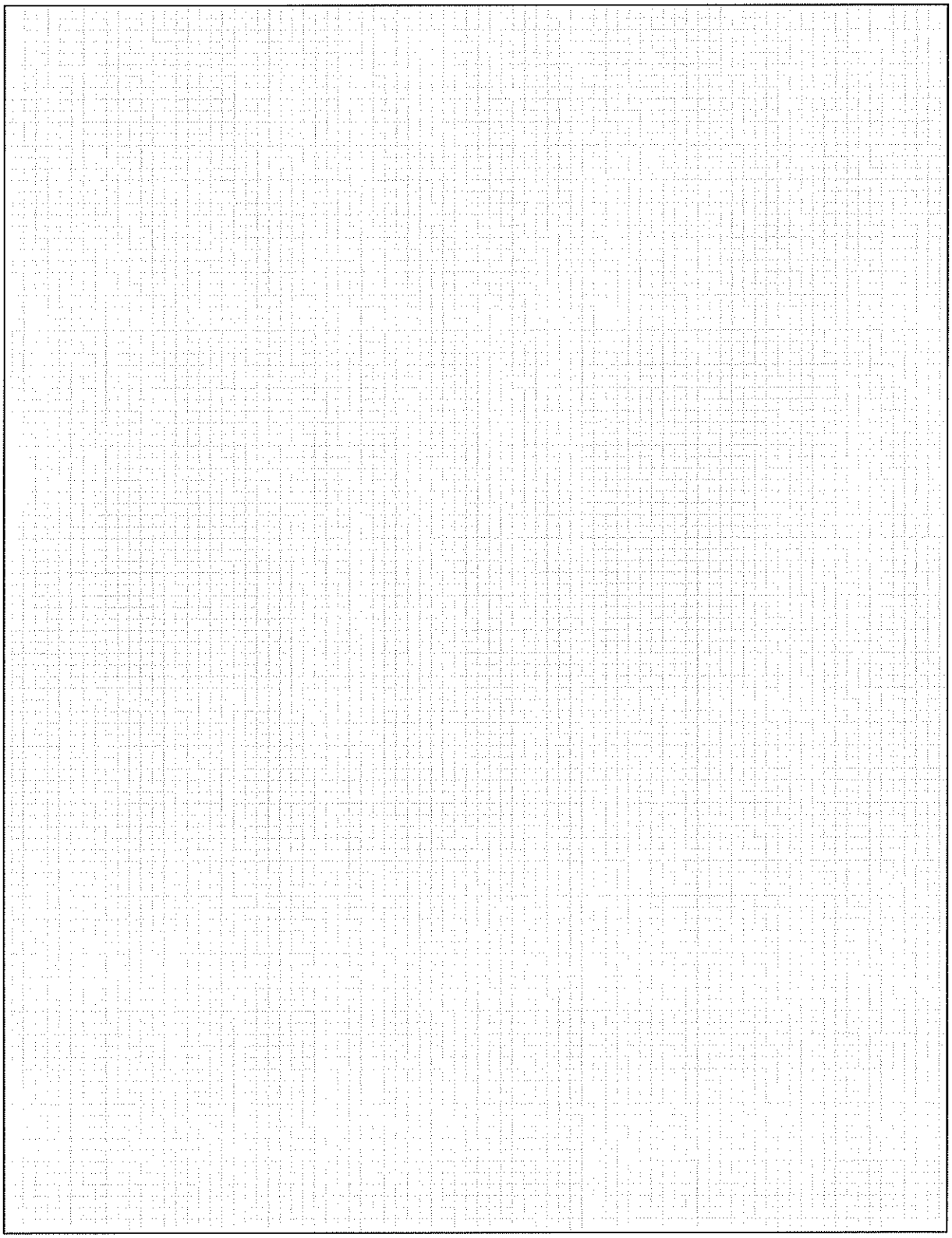
CASQA Fact Sheet	BMP Name	BMP Selected? (Check Box)	Describe the BMP to be implemented. If not used, state the reason why.
SE-1	Temporary Silt Fence		
SE-2 or SE-3	Sediment basin or trap (all or some of the storm water drains to a retention pond or basin where sediment can settle out)		
SE-5	Temporary Fiber Rolls / Straw Wattles		
SE-6 or SE - 8	Temporary Gravel Bag Berm or Sand Bag Barrier		
SE-7	Street Sweeping (inspect roads and sidewalks daily and sweep as necessary)		
MS4 Standard	Curb cutback (maintain a minimum of 4 inches of elevation difference between the disturbed soil and the top of the existing curb, sidewalk, or paved surface)		
SE-10	Temporary Drain Inlet Protection (mandatory for any DI's within 50 feet of the project)		
SE-13	Compost Socks / Biofilter Bags		
MS4 Standard	Stabilized Construction Exit – Constructed with aggregate at the project owner's specification, but it must be effective in controlling trackout.		
TC-2	Stabilized Construction Roadways		
WM-03	Stockpile Management (stockpiles that have not been actively used in the last 14 days must be covered with an erosion control blanket or plastic sheeting and contained with a fiber roll or gravel bag berm)		

4.4 Non-Storm Water Pollution Control BMPs

The City ordinances prohibit the discharge to its municipal drainage system of any wash water, unpermitted construction site dewatering, saw-cutting or grinding slurries, unpermitted hydrotest water, chlorinated swimming pool or fountain water, concrete or paint wash out, or spills of hazardous materials or other substances. On the table below, list any of the activities that may apply to your project; and on the site map show the location of these activities.

CASQA Fact Sheet	BMP Name	Activity Planned? (Yes/No)	Describe the BMP to be implemented. If not used, state the reason why.
NS-3	Paving, Sealing, Saw-cutting, Coring, and Grinding Operations		
NS-7	Potable Water / Irrigation Testing and Discharge to the Municipal Drainage System		
NS-8	Vehicle and Equipment Cleaning Performed on Site		
NS-9 & WM-04	Vehicle and Equipment Fueling Performed on Site		
NS-10	Vehicle and Equipment Maintenance Performed on Site		
NS-12/13 & WM-08	Concrete, Stucco, Plaster, Tile, or Masonry Work		
WM-09	Temporary Sanitary Waste Facilities (port-a-potties)		
WM-01	Storage of Hazardous Materials on the Project Site (paints, solvents, acids, fuel, lubricants, etc.)		

5 Site Map (draw map below or attach another map)



8C

Council Synopsis

July 28, 2015

From: Mike Pitcock
City Engineer/Development Services Director

Prepared by: Mike Pitcock
City Engineer/Development Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Directing staff to proceed with Option 2 and fund the design, inspection and construction of the Broadway City Hall Parking Lot utilizing Capital Facility Fees (General Government)

Motion: Directing staff to prepare a Request for Proposal (RFP) for a downtown parking study and master plan utilizing Capital Facility Fees (General Government)

2. DISCUSSION OF ISSUE:

Following the relocation of City Hall to 156 S. Broadway in the 1990s, the City purchased the property at 129 S. Broadway that was the site of an old retail store that had been demolished to its concrete slab and dilapidated parking lot. Following the purchase, the city did some touch up to the parking stall lines but did not make improvements to bring the site to city standards. So while the public used the site as a parking lot, the site was never properly developed into a city Parking Lot.

Today, there is interest in improving the surface and appearance of the parking lot. Staff has developed two options for council consideration:

Option 1 – Estimated budget $110,000
The scope of work for this option would be milling off a thin layer of the existing asphalt and placement of an asphalt overlay and restriping the lot to include 41 parking spaces. This option would do nothing to bring the parking lot to city standards. There would be no improvement to storm water management (flooding will continue to occur), lighting nor landscape. Funding for this option would need to come from the General Fund.

Option 2 – Estimated budget $275,000
The scope of work for this option would be a full demolition and construction of a city standard compliant parking lot to include 32 parking spaces. The reduction of parking spaces was due to the need to add landscape, lighting, storm water management swales and adequate drive isle widths. As the site has never formally been developed as a legal city standard parking lot, funding for this option could come from the Capital Facilities Fees (General Government) fund. The Capital Facilities Fee Nexus Study adopted by the City Council on November 12, 2013, specifically included a project for "Downtown Parking Study and Facilities" and funding is currently available. Improving this lot to city standards would formally add the site to the nine city lots already improved to city standards in 1999.

In addition to improving the property at 129 S. Broadway, staff is recommending that council direct staff to prepare and advertise a RFP and select a consultant for council consideration who would quantify the existing downtown parking facilities, determine existing demand, project future demand and develop a master plan for new downtown parking facilities with estimated dates for master plan improvement implementation.

3. BASIS FOR RECOMMENDATION:

A. Downtown parking improvements at 129 S. Broadway is necessary for a vibrant Downtown Core.

Strategic Plan Initiative: Economic Development

B. Goal(s): m. Explore value–added opportunities and ensure a balanced community between restaurants, entertainment, housing, business, and special events:

ii) Downtown

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

A. Design and construction of Option 2 is $275,000 in CFF (General Government) Funds.
B. Design and construction of Option 1 is $110,000 in General Funds.
C. Preparation of the RFP would be by Planning Division personnel and would have no additional impact beyond the approved FY 15/16 budget. At award of the contract to a consultant for the preparation of the Downtown Parking Master Plan, it is anticipated to be $75,000 to $100,000 in CFF (General Government) Funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

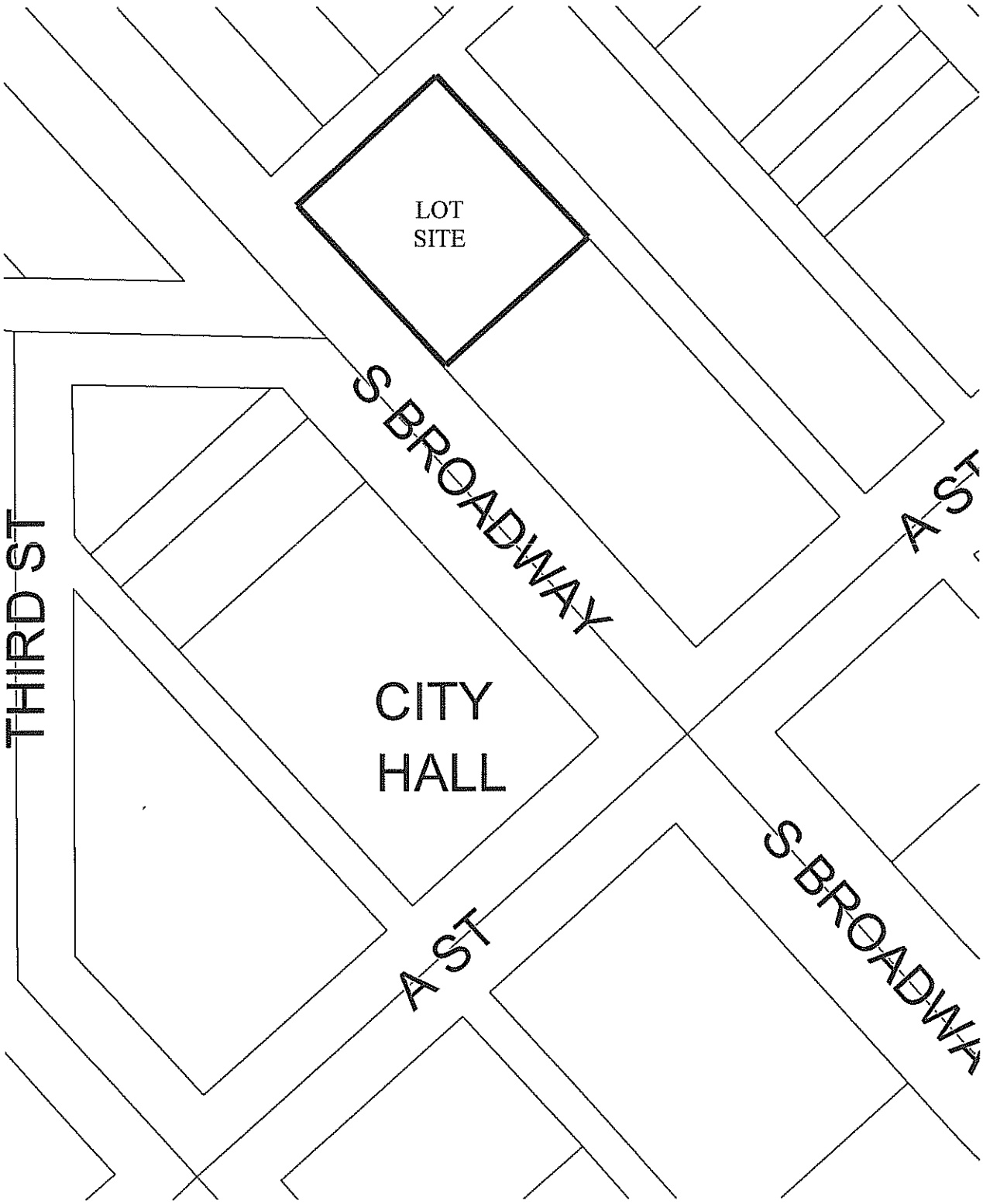
6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Do not direct staff to improve the property at 129 S. Broadway per Option 2 and direct staff to implement Option 1.
B. Do not direct any improvements for the property 129 S. Broadway.
C. Do not direct staff to prepare and advertise a RFP for the preparation of a Downtown Parking Master Plan.

LOCATION MAP



8D

Council Synopsis

July 28, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Garner Reynolds, Regulatory Affairs Manager
Fallon Martin, Staff Services Analyst

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing solid waste user fees and establishing a public hearing date of October 13, 2015

2. DISCUSSION OF ISSUE:

On April 28, 2015 the City Council authorized staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing solid waste user fees and established a hearing date of July 28, 2015. However, upon further research it was determined that additional time was needed to review Turlock Scavenger's financial records as allowed for in the existing franchise agreement. Therefore, on July 14, 2015 staff requested the Public Hearing be postponed.

Staff has completed the review of the methodologies used by Turlock Scavenger to determine the proposed rate increase and did not note any concerns.

Turlock Scavenger has requested the rate structure be adjusted to address their increased costs, including the rate increases at the Stanislaus County solid waste facilities. The last rate increase was in 2003. As proposed by Turlock Scavenger, the residential rate for the 32 gallon grey cart with a 68 gallon blue recycle cart and a 95 gallon green waste cart would have a one-time increase of $2.30 (9.16%) for the next five years; rate for the 64 gallon grey cart with a 68 gallon blue recycle cart and a 95 gallon green waste cart would have a one-time increase of $3.10 (9.37%); rate for the 96 gallon grey cart with a 68 gallon blue recycle cart and a 95 gallon green waste cart would have a one-time increase of $3.60 (9.45%). The attached Exhibit A is a summary of the potential impact to rates.

Turlock Scavenger is proposing and staff is recommending a one-time increase for the next five years instead of a series of five smaller annual increases.

Therefore, staff is requesting authorization to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing solid waste user fees and establishing a hearing date of October 13, 2015.

3. BASIS FOR RECOMMENDATION:

A. Turlock Scavenger is requesting a rate increase due to the rates for solid waste services have not been increased in 12 years, and the cost to provide the service has increased.

Strategic Plan Initiative:

B) POLICY INITIATIVE – FISCAL RESPONSIBILITY:

Our financial stewardship reflects a healthy balance of investment, revenue management and cost control. While our intent is to be fiscally lean, we will invest in organizational and service development to ensure service competency and predictability. Rationale for spending includes an assessment of not only the cost but also the need to create value. A sensible approach that simultaneously considers investment and cost ensures resources are available for the organization to carry out goals and achieve our Vision for today and the future.

Goals: a. Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

The cost of solid waste disposal is anticipated to increase one-time by approximately 9.16% for the average residential customer for the next five years.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could elect not to proceed with the solid waste rate increases. However, staff does not recommend this alternative. Rates for solid waste services have not been increased in 12 years, and the cost to provide the service has increased.

City of Turlock
Summary of Proposed Solid Waste Rates

EXHIBIT A

Type of Service Residential Rates		Existing Rate	Proposed Rate
Residential - 32 Gallon	Includes: 1 - 32 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden Refuse (green)	$25.10	$27.40
Residentail 32 Senior Citizen Rate		$19.20	$20.95
Residential - 64 Gallon	Includes: 1 - 64 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden Refuse (green)	$33.10	$36.20
Solid Waste - 96 Gallon	Includes: 1 - 96 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden Refuse (green)	$38.10	$41.70
Additional Cart Fees		$7.65	$8.35
Commercial Can (Pick Ups)		$20.85	$22.75

Commercial Service -Existing Rates

	2 Yard Bin	3 Yard Bin	4 Yard Bin	6 Yard Bin
1 Time A Week	$75.85	$94.50	$115.50	$152.10
2 Times A Week	$134.60	$171.80	$213.70	$286.75
3 Times A Week	$193.35	$249.10	$311.90	$421.40
4 Times A Week	$252.10	$326.40	$410.10	$556.05
5 Times A Week	$310.85	$403.70	$508.30	$690.70
6 Times A Week	$369.60	$481.00	$606.50	$825.35

Commercial Service -Proposed Rates

	2 Yard Bin	3 Yard Bin	4 Yard Bin	6 Yard Bin
1 Time A Week	$81.05	$100.90	$123.55	$162.85
2 Times A Week	$143.60	$183.55	$228.15	$306.45
3 Times A Week	$205.75	$263.70	$332.75	$448.80
4 Times A Week	$269.45	$348.20	$437.50	$594.30
5 Times A Week	$331.60	$430.65	$542.25	$736.85
6 Times A Week	$393.30	$513.10	$647.00	$880.45

Roll Off Service Proposed Rate Pick up Price	Existing Rate	Proposed Rate
15 Yard to 19 Yard	$90.00	$127.50
20 Yard to 29 Yard	$105.00	$148.80
30 Yard and Up	$130.00	$184.20
One price for all sizes	$113.85	$161.30

Disposal fees - Actual cost to hauler of disposal fee and transfee adjusted for franchise fee.

8E

Council Synopsis

July 28, 2015

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

Prepared by: Erik Schulze, Parks, Recreation & Public Facilities Manager

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Community Grant Ad Hoc Subcommittee's recommended changes to the Community Event and Activities Grant eligibility criteria and application, and directing staff to apply the updated eligibility criteria and application to the 2015-16 Community Event and Activities Grant funding cycle

2. DISCUSSION OF ISSUE:

On June 23, the City Council considered the Community Event and Activities Grant recommendations from the Parks, Recreation and Arts Commission. The Council expressed concerns over the tiering of the applications and referred the matter back to the Parks, Recreation and Arts Commission. However, prior to the Parks, Recreation and Arts Commission reconsideration, the City Council wanted to establish a Community Grant Ad Hoc Subcommittee to review the current grant eligibility criteria and make appropriate recommended changes to the City Council.

On July 14, the Mayor appointed Council member Jacob and Council member Nascimento to the Subcommittee. The Subcommittee has been working with staff to update the eligibility criteria and application and submits the same to the entire Council for its consideration.

3. BASIS FOR RECOMMENDATION:

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, such as California State University Stanislaus.

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

Goal(s): b (iv). Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $0

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

A. Council may choose not to approve the Ad Hoc Committee's recommendations and send it back for additional changes.