

City Council Agenda



OCTOBER 13, 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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. **A. CALL TO ORDER**

B. SALUTE TO THE FLAG

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

- A. *Recognition:* Strike Team Personnel - Turlock Fire Battalion Chief Bill Becker; Turlock Fire Captains Dave Bickle and Kain Packwood; Fire Fighters Dale Melden, Nate Benner and Steven Kramer; Turlock Police Sergeant Scott Ellis and Police Officers Joe Dusel and Michael Stapler
- B. *Presentation:* Jr. Iron Chef Competition by Allison Van Guilder, Director of Parks, Recreation & Public Facilities

3. A. SPECIAL BRIEFINGS

1. **CALIFORNIA STATE UNIVERSITY STANISLAUS**
Maggie White, Student Government Relations Coordinator

B. STAFF UPDATES

1. Policy Goals and Implementation Plan (*Executive Staff*)
2. Capital Projects and Building Activity (*Pitcock*)
3. Turkey Trot Fun Run (*Van Guilder*)
4. Sustainable Groundwater Management Act Workshop (*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**5. CONSENT CALENDAR**

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

- A. Resolution: Accepting Demands of 9/10/15 in the amount of \$1,238,554.73; Demands of 9/17/15 in the amount of \$611,939.96
- B. Motion: Accepting Minutes of Special Joint Council/Parks, Arts & Recreation Commission Meeting of September 22, 2015; Minutes of Special Meeting of September 22, 2015; Minutes of Regular Meeting of September 22, 2015; Minutes of Special Meeting of September 24, 2015
- C.
 1. Motion: Approving Contract Change Order No. 2 (Final) in the amount of \$2,240 (Fund 410) for City Project No.15-23, "Hedstrom Road Storm Drain Improvements," bringing the contract total to \$81,783
 2. Motion: Accepting improvements for City Project No. 15-23, "Hedstrom Road Storm Drain Improvements," and authorizing the City Engineer to file a Notice of Completion
 3. Resolution: Appropriating \$30,900 to account number 410-51-534.51300 "Construction Repairs/Improvements," to be funded via a transfer from Fund 410 "Water Quality Control (WQC)" reserves, for City Project No. 15-23, "Hedstrom Road Storm Drain Improvements," to complete the necessary funding required for this project
- D. Motion: Reaffirming the declaration of emergency made by the City Manager and declaring that there is a need to continue with the replacement of the HVAC facilities at the utilities shop
- E. Resolution: Extending the Adopted Fee Deferral Program for the CFF, NWTSP and WISP Impact Fees for an additional twenty-four (24) months

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- F. Resolution: Approving the purchase of reserved wastewater capacity for Hilmar Cheese Company, Inc., for the dry milk processing facility located at 3600 W. Canal Drive, pursuant to Turlock Municipal Code § 6-4-1111
- G. Motion: Approving the First Amended and Restated Joint Powers Agreement (JPA) for the North Valley Regional Recycled Water Program (NVRWP)
- H. 1. Motion: Accepting the staff report on proposed recycled water program rules and regulations
2. Resolution: Adopting the Recycled Water Program establishing the rules, regulations, standard specifications and drawings governing the use of recycled water produced and distributed by the City of Turlock
- I. Motion: Approving Amendment No. 1 to the airport consulting services agreement between the City of Turlock and Stantec Consulting Services, Inc.
- J. Motion: Authorizing the Mayor or City Manager or designee to execute the service maintenance agreement with Park Place Technologies to provide full preventive maintenance for City of Turlock server systems, in a total amount not to exceed \$2,580.48 for a twelve (12) month period
- K. Resolution: Appropriating \$10,000 to account number 240-00-000-213.44030_054 "Minor Equipment-Public Safety Facility Repairs & Improvement" from Fund 240 "Small Equipment Replacement-Police Services" reserve balance for equipment and supplies necessary for the repair and maintenance of the Public Safety Facility
- L. Motion: Approving the purchase of four (4) replacement unmarked/staff vehicles for the Turlock Police Department from the National Auto Fleet Group, through the National Joint Power Alliance (NJPA) National Automotive Contract No. 102811-NAF, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$108,380
- M. Motion: Approving the City of Turlock's participation in a countywide investigation protocol for Commercially Sexually Exploited Children and authorizing the Police Chief to sign the agreement
- N. Resolution: Appropriating \$14,765 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fund 116 "Special Public Safety – Fire" reserve balance for the purchase of three (3) thermal imaging cameras
- O. Resolution: Affirming the City Manager's action of having signed and submitted an acceptance of an allocation of funds and the execution of a grant agreement, and appropriating funds for the Federal Fiscal Year 2015, Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Justice Programs, in the amount of \$27,668
- P. Resolution: Approving modifications to the job description for the position of Firefighter, effective October 13, 2015
- Q. Motion: Approving minor modifications to the agreement between the City of Turlock and the Stanislaus Regional Water Authority ("SRWA") for interim legal services and authorizing the Mayor or City Manager to execute said agreement

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 to accept the results of the Proposition 218 process for the consideration of increasing the monthly solid waste fees/charges effective December 1, 2015 and amending the Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 titled Garbage, Rubbish, and Garden Refuse to implement updated fees/charges for property related solid waste services. *(Cooke)*

Recommended Action:

Motion: Accepting the results of the Proposition 218 process for the consideration of increasing the monthly solid waste fees/charges effective December 1, 2015

Note: Consideration of the below Ordinance is contingent upon approval of the above Motion.

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 titled Garbage, Rubbish, and Garden Refuse to implement updated fees/charges for property related solid waste services

8. SCHEDULED MATTERS: None

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 Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)
“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”
Potential Cases: (6 cases)
- B. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)
“For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally.”
Name of Case: County of Stanislaus v. City of Modesto, City of Turlock; Modesto Garbage Co., Inc.; and Does 1 through 100, inclusive

- C. Public Employee Performance Evaluation, Cal. Gov't Code §54957(b) (1)
"Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session."
Title: City Manager
- D. Conference with Labor Negotiators, Cal. Gov't Code §54957.6
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Negotiator: Mayor Gary Soiseth
Unrepresented Employees: City Manager

12. ADJOURNMENT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
DEMANDS OF 9/10/15 IN THE AMOUNT OF }
\$1,238,554.73; DEMANDS OF 9/17/15 IN }
THE AMOUNT OF \$611,939.96 }

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:
9/10/15	\$1,238,554.73
9/17/15	\$611,939.96

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy City Clerk
City of Turlock, County of Stanislaus,
State of California

Payment Register

From Payment Date: 9/4/2015 - To Payment Date: 9/10/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable Check									
103739	09/08/2015	Open			Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	\$259,401.13		
	Paying Fund				Cash Account				
	511 - Health Care				511.11000 (Cash)			\$259,401.13	
103740	09/08/2015	Open			Accounts Payable	FARIA, JAMIE	\$142.00		
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$142.00	
103741	09/08/2015	Open			Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$2,267.00		
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$2,267.00	
103742	09/08/2015	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Paying Fund				Cash Account				
	104 - Payroll Clearing Fund				104.11000 (Cash)			\$439.13	
103743	09/10/2015	Open			Accounts Payable	3T EQUIPMENT CO INC	\$4,398.97		
	Paying Fund				Cash Account				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$4,398.97	
103744	09/10/2015	Open			Accounts Payable	ALFRED MATTHEWS COLLISION	\$3,078.10		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$3,078.10	
103745	09/10/2015	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$274.44		
	Paying Fund				Cash Account				
	502 - Engineering				502.11000 (Cash)			\$274.44	
103746	09/10/2015	Open			Accounts Payable	ANIMAL CARE EQUIP & SVCS	\$280.70		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$280.70	
103747	09/10/2015	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	\$380.00		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$380.00	
103748	09/10/2015	Open			Accounts Payable	AT&T / GALNET 2	\$5,687.01		
	Paying Fund				Cash Account				
	110 - General Fund				110.11000 (Cash)			\$5,687.01	
103749	09/10/2015	Open			Accounts Payable	AT&T MOBILITY	\$58.06		
	Paying Fund				Cash Account				
	501 - Information Technology				501.11000 (Cash)			\$58.06	
103750	09/10/2015	Open			Accounts Payable	AT&T/SBC	\$68.59		
	Paying Fund				Cash Account				
	505 - Fleet				505.11000 (Cash)			\$68.59	

Payment Register

From Payment Date: 9/4/2015 - To Payment Date: 9/10/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103751	110 - General Fund 09/10/2015 Paying Fund	Open		110.11000 (Cash)	Accounts Payable	BICSEC SECURITY INC	\$398.80	\$398.80	
103752	110 - General Fund 09/10/2015 Open			Cash Account 110.11000 (Cash)	Accounts Payable	BIRCH/CALIFORNIA DIESEL COMPLIANCE INC	\$520.00	\$520.00	
103753	Paying Fund 217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 420 - WATER	Open		Cash Account 217.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	BLUELINE RENTAL LLC	\$578.37	\$578.37	
103754	Paying Fund 410 - WATER QUALITY CONTROL (WQC) 09/10/2015 Open			Cash Account 410.11000 (Cash)	Accounts Payable	BONANDER TRUCKS	\$576.01	\$576.01	
103755	Paying Fund 426 - Transit - Fixed Route 09/10/2015 Open			Cash Account 426.11000 (Cash)	Accounts Payable	CALIFORNIA STATE CONTROLLERS OFFICE	\$100.00	\$100.00	
103756	Paying Fund 110 - General Fund 09/10/2015 Open			Cash Account 110.11000 (Cash)	Accounts Payable	CENTRAL SANITARY SUPPLY	\$118.96	\$118.96	
103757	Paying Fund 410 - WATER QUALITY CONTROL (WQC) 09/10/2015 Open			Cash Account 410.11000 (Cash)	Accounts Payable	CENTRAL VALLEY CONCRETE	\$753.37	\$753.37	
103758	Paying Fund 217 - Streets - Gas Tax 09/10/2015 Open			Cash Account 217.11000 (Cash)	Accounts Payable	CHAMPION INDUSTRIAL	\$393.70	\$393.70	
103759	Paying Fund 110 - General Fund 09/10/2015 Open			Cash Account 110.11000 (Cash)	Accounts Payable	CHARTER COMMUNICATIONS	\$118.01	\$118.01	
103760	Paying Fund 110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER	Open		Cash Account 110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMINISTRATORS	\$72,219.53	\$72,219.53	
103761	Paying Fund 511 - Health Care 09/10/2015 Open			Cash Account 511.11000 (Cash)	Accounts Payable	COMMUNITY VETERINARY CLIN	\$375.00	\$375.00	
103762	Paying Fund 203 - Animal Fee Forfeiture 266 - Police Services Grants 09/10/2015 Open			Cash Account 203.11000 (Cash) 266.11000 (Cash)	Accounts Payable	COSTCO	\$533.29	\$533.29	
103763	Paying Fund 110 - General Fund 09/10/2015 Open			Cash Account 110.11000 (Cash)	Accounts Payable	COUNTRY FORD TRUCKS INC	\$809.93	\$809.93	
	Paying Fund 110 - General Fund 425 - Transit - Dial-A-Ride 426 - Transit - Fixed Route			Cash Account 110.11000 (Cash) 425.11000 (Cash) 426.11000 (Cash)	Accounts Payable		\$213.59 \$403.21 \$193.13		

Payment Register

From Payment Date: 9/4/2015 - To Payment Date: 9/10/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103764	09/10/2015	Open			Cash Account	CUMMINS PACIFIC LLC	\$1,084.46		
	426 - Transit - Fixed Route			426.11000 (Cash)	Accounts Payable				
103765	09/10/2015	Open			Cash Account	CYCLE SPECIALTIES INC	\$1,374.15		
	110 - General Fund			110.11000 (Cash)	Accounts Payable				
103766	09/10/2015	Open			Cash Account	DEL PUERTO WATER DISTRICT	\$41,795.85		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	Accounts Payable				
103767	09/10/2015	Open			Cash Account	DELTA WIRELESS & NETWORK	\$88.58		
	110 - General Fund			110.11000 (Cash)	Accounts Payable				
103768	09/10/2015	Open			Cash Account	DRAEGER SAFETY DIAGNOSTICS INC	\$89.00		
	266 - Police Services Grants			266.11000 (Cash)	Accounts Payable				
103769	09/10/2015	Open			Cash Account	DWIGHT A. PEACE, PT	\$700.00		
	110 - General Fund			110.11000 (Cash)	Accounts Payable				
103770	09/10/2015	Open			Cash Account	EQUIFAX	\$42.21		
	110 - General Fund			110.11000 (Cash)	Accounts Payable				
103771	09/10/2015	Open			Cash Account	FITGUARD INC	\$145.00		
	110 - General Fund			110.11000 (Cash)	Accounts Payable				
103772	09/10/2015	Open			Cash Account	GARTON TRACTOR INC	\$1,300.52		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	Accounts Payable				
103773	09/10/2015	Open			Cash Account	GOMES & SONS INC, JOE M	\$15,650.06		
	110 - General Fund			110.11000 (Cash)	Accounts Payable				
	205 - Sports Facilities			205.11000 (Cash)	Accounts Payable				
	217 - Streets - Gas Tax			217.11000 (Cash)	Accounts Payable				
	246 - Landscape Assessment			246.11000 (Cash)	Accounts Payable				
	405 - Building			405.11000 (Cash)	Accounts Payable				
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	Accounts Payable				
	420 - WATER			420.11000 (Cash)	Accounts Payable				
	425 - Transit - Dial-A-Ride			425.11000 (Cash)	Accounts Payable				
	426 - Transit - Fixed Route			426.11000 (Cash)	Accounts Payable				
	502 - Engineering			502.11000 (Cash)	Accounts Payable				
103774	09/10/2015	Open			Cash Account	GROENIGER & COMPANY	\$3,593.68		
	420 - WATER			420.11000 (Cash)	Accounts Payable				
103775	09/10/2015	Open			Cash Account	HARDER'S PRINT SHOP INC	\$1,076.25		
	110 - General Fund			110.11000 (Cash)	Accounts Payable				
103776	09/10/2015	Open			Cash Account	HD SUPPLY WATERWORKS LTD	\$706.23		
	420 - WATER			420.11000 (Cash)	Accounts Payable				

Payment Register

From Payment Date: 9/4/2015 - To Payment Date: 9/10/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103777	09/10/2015	Open			Cash Account 410.11000 (Cash)	HILMAR LUMBER INC	\$644.67		
103778	09/10/2015	Open			Cash Account 410.11000 (Cash)	HOME DEPOT INC	\$1,829.44		
103779	09/10/2015	Open			Cash Account 266.11000 (Cash)	HONDA KAWASAKI OF MODESTO	\$241.07		
103780	09/10/2015	Open			Cash Account 110.11000 (Cash)	HUB INT'L OF CA INS SVC	\$814.68		
103781	09/10/2015	Open			Cash Account 110.11000 (Cash)	HUNTINGTON COURT REPORTER	\$3,993.96		
103782	09/10/2015	Open			Cash Account 110.11000 (Cash)	IBM CORPORATION	\$1,998.20		
103783	09/10/2015	Open			Cash Account 110.11000 (Cash)	IMAGE UNIFORMS(STANS) INC	\$250.71		
103784	09/10/2015	Open			Cash Account 216.11000 (Cash)	J A MOMANEY SERVICES INC	\$206.64		
103785	09/10/2015	Open			Cash Account 110.11000 (Cash)	JUSTUS LAWNMOWER SHOP INC	\$256.69		
103786	09/10/2015	Open			Cash Account 510.11000 (Cash)	KEENAN & ASSOCIATES	\$18,750.00		
103787	09/10/2015	Open			Cash Account 217.11000 (Cash)	KEY SEAL PRODUCTS INC	\$493.61		
103788	09/10/2015	Open			Cash Account 215.11000 (Cash)	KLEINFELDER INC	\$16,568.00		
103789	09/10/2015	Open			Cash Account 410.11000 (Cash)	LEHIGH HANSON INC	\$1,187.28		
103790	09/10/2015	Open			Cash Account 204.11000 (Cash) 255.11000 (Cash)	LEXISNEXIS RISK SOLUTIONS FL INC	\$50.00		
103791	09/10/2015	Open			Cash Account 110.11000 (Cash)	MO-CAL OFFICE SOLUTIONS INC	\$2,739.51		
204 - AB 939 Integrated Waste Mgmt									\$1,202.48
255 - CDBG									\$225.08
									\$144.21

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$972.22		
	420 - WATER			420.11000 (Cash)			\$149.29		
	502 - Engineering			502.11000 (Cash)			\$46.23		
103792	09/10/2015	Open			Accounts Payable	MODESTO BEE	\$1,782.08		
	Paying Fund			Cash Account			Amount		
103793	255 - CDBG			255.11000 (Cash)		MONTE VISTA SMALL ANIMAL HOSPITAL	\$640.00		
	09/10/2015	Open			Accounts Payable				
	Paying Fund			Cash Account			Amount		
103794	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$220.00		
	266 - Police Services Grants			266.11000 (Cash)			\$420.00		
103795	09/10/2015	Open			Accounts Payable	MUNISERVICES LLC	\$4,466.44		
	Paying Fund			Cash Account			Amount		
103796	110 - General Fund			110.11000 (Cash)		NAPA AUTO PARTS	\$119.85		
	09/10/2015	Open			Accounts Payable				
	Paying Fund			Cash Account			Amount		
103797	110 - General Fund			110.11000 (Cash)			\$42.59		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$77.26		
103798	09/10/2015	Open			Accounts Payable	NEW WORLD SYSTEM CORP	\$450.00		
	Paying Fund			Cash Account			Amount		
103799	405 - Building			405.11000 (Cash)		NEXT LEVEL PARTS INC	\$374.08		
	09/10/2015	Open			Accounts Payable				
	Paying Fund			Cash Account			Amount		
103800	110 - General Fund			110.11000 (Cash)			\$62.11		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$29.69		
103801	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$36.88		
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			\$215.75		
103802	426 - Transit - Fixed Route			426.11000 (Cash)			\$29.65		
	09/10/2015	Open			Accounts Payable	P G & E	\$38.12		
	Paying Fund			Cash Account			Amount		
103803	110 - General Fund			110.11000 (Cash)			\$38.12		
	09/10/2015	Open			Accounts Payable	PACE SUPPLY CORPORATION	\$2,265.88		
	Paying Fund			Cash Account			Amount		
103804	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,835.38		
	420 - WATER			420.11000 (Cash)			\$430.50		
103805	09/10/2015	Open			Accounts Payable	PACIFIC STORAGE COMPANY	\$298.00		
	Paying Fund			Cash Account			Amount		
103806	110 - General Fund			110.11000 (Cash)			\$267.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$31.00		
103807	09/10/2015	Open			Accounts Payable	PAUL'S PAINT COMPANY	\$185.98		
	Paying Fund			Cash Account			Amount		
103808	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$185.98		
	09/10/2015	Open			Accounts Payable	POLYDYNE INC	\$17,674.18		
	Paying Fund			Cash Account			Amount		
103809	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$17,674.18		
	09/10/2015	Open			Accounts Payable	PRIME SHINE INC	\$119.00		
	Paying Fund			Cash Account			Amount		
103810	110 - General Fund			110.11000 (Cash)			\$105.00		
	405 - Building			405.11000 (Cash)			\$7.00		
	501 - Information Technology			501.11000 (Cash)			\$3.50		

Payment Register

From Payment Date: 9/4/2015 - To Payment Date: 9/10/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103804	09/10/2015	Open		502 - Engineering 09/10/2015	Cash	PROTECH SECURITY/ELEC INC	\$820.00		
103805	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	ROBIC REFRIGERATION INC	\$327.88		
103806	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	ROLAND PHD, JOCELYN E	\$1,425.00		
103807	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	ROMEO MEDICAL CLINIC	\$225.00		
103808	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	SAFE RESTRAINTS INC	\$2,137.93		
103809	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	SEEGERS PRINTING INC	\$1,444.33		
103810	09/10/2015	Open		204 - AB 939 Integrated Waste Mgmt 09/10/2015	Accounts Payable	SIGNS YOUR WAY	\$852.51		
103811	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	SIMILE CONSTRUCTION SERVICES, INC	\$31,722.91		
103812	09/10/2015	Open		240 - Small Equipment Replacement 09/10/2015	Accounts Payable	STANISLAUS AUDITOR CONTR	\$110,677.50		
103813	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$315.00		
103814	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	STATE OF CALIFORNIA	\$3,696.98		
103815	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	STERICYCLE INC	\$3,294.36		
103816	09/10/2015	Open		110 - General Fund 09/10/2015	Accounts Payable	STOMMEL, INC.	\$30,849.60		
103817	09/10/2015	Open		506 - Vehicle/Equipment Replacement 09/10/2015	Accounts Payable	T I D	\$26,613.05		
				110 - General Fund					
				216 - Streets - Local Transportation					
				410 - WATER QUALITY CONTROL (WQC)					
				420 - WATER					
				426 - Transit - Fixed Route					
				505 - Fleet					

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From Payment Date: 9/4/2015 - To Payment Date: 9/10/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103831	09/10/2015	Open	Information Technology	501-11000 (Cash)	Accounts Payable	V & V MFG INC	\$148.64		
								\$538.22	
								Amount	
103832	09/10/2015	Open		110-11000 (Cash)	Accounts Payable	VERIZON WIRELESS	\$2,503.55		
								Amount	
103833	09/10/2015	Open		110-11000 (Cash)	Accounts Payable	VETERINARY MED CTR INC	\$40.00		
								\$2,503.55	
								Amount	
103834	09/10/2015	Open		203-11000 (Cash)	Accounts Payable	WALKER ASSOC INC, LARRY	\$550.00		
								\$40.00	
								Amount	
103835	09/10/2015	Open		410-11000 (Cash)	Accounts Payable	WARDEN'S OFFICE INC	\$2,147.12		
								\$550.00	
								Amount	
103836	09/10/2015	Open		266-11000 (Cash)	Accounts Payable	WEDDE, DAVID	\$50.00		
								\$2,147.12	
								Amount	
103837	09/10/2015	Open		110-11000 (Cash)	Accounts Payable	WEST PUBLISHING CORPORATION	\$173.18		
								\$50.00	
								Amount	
103838	09/10/2015	Open		110-11000 (Cash)	Accounts Payable	WEST STEEL & PLASTIC	\$1,043.70		
								\$173.18	
								Amount	
103839	09/10/2015	Open		410-11000 (Cash)	Accounts Payable	ZALREICH CHEMICAL CO INC	\$33,368.63		
								\$845.67	
								\$198.03	
								Amount	
103840	09/10/2015	Open		410-11000 (Cash)	Accounts Payable	AMERICAN COWBOYS TEAM ROPING ASSOCIATION	\$5,000.00		
								\$33,368.63	
								Amount	
103841	09/10/2015	Open		120-11000 (Cash)	Accounts Payable	ASSYRIAN CHURCH OF THE EAST	\$5,000.00		
								\$5,000.00	
								Amount	
103842	09/10/2015	Open		120-11000 (Cash)	Accounts Payable	BOM APETITE CATERING	\$290.59		
								\$5,000.00	
								Amount	
103843	09/10/2015	Open		110-11000 (Cash)	Accounts Payable	BREWER, JAMES	\$140.48		
								\$290.59	
								Amount	
103844	09/10/2015	Open		266-11000 (Cash)	Accounts Payable	CALIFORNIA STATE UNIVERSITY STANISLAUS ATHLETICS	\$5,000.00		
								\$140.48	
								Amount	
103845	09/10/2015	Open		120-11000 (Cash)	Accounts Payable	CARNEGIE ARTS CENTER	\$3,250.00		
								\$5,000.00	
								Amount	
								\$3,250.00	
								Amount	

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From Payment Date: 9/4/2015 - To Payment Date: 9/10/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	116	\$1,238,554.73	\$0.00	
Grand Totals:									
Checks									
		Status	Count	Transaction Amount	Reconciled Amount				
		Open	116	\$1,238,554.73	\$0.00				
		Reconciled	0	\$0.00	\$0.00				
		Voided	0	\$0.00	\$0.00				
		Stopped	0	\$0.00	\$0.00				
		Total	116	\$1,238,554.73	\$0.00				
All									
		Status	Count	Transaction Amount	Reconciled Amount				
		Open	116	\$1,238,554.73	\$0.00				
		Reconciled	0	\$0.00	\$0.00				
		Voided	0	\$0.00	\$0.00				
		Stopped	0	\$0.00	\$0.00				
		Total	116	\$1,238,554.73	\$0.00				

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From Payment Date: 9/1/2015 - To Payment Date: 9/17/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
103855	09/14/2015	Open			Accounts Payable	BECCHETTI, PETE	\$214.00		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)				\$214.00	
103856	09/14/2015	Open			Accounts Payable	HARCKSEN, MIKE	\$214.00		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)				\$214.00	
103857	09/14/2015	Open			Accounts Payable	MALLORY, DAVID	\$214.00		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)				\$214.00	
103858	09/15/2015	Open			Utility Management Refund	BINGVILLE INTERGALACTIC, INC.	\$194.59		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$194.59	
103859	09/15/2015	Open			Utility Management Refund	BLANCAS, ANA	\$14.63		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$14.63	
103860	09/15/2015	Open			Utility Management Refund	BUTLER, VERA, INEZ	\$94.62		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$94.62	
103861	09/15/2015	Open			Utility Management Refund	CENTRAL VALLEY PROPERTY MANAGEMENT	\$33.96		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$33.96	
103862	09/15/2015	Open			Utility Management Refund	CENTRAL VALLEY PROPERTY MANAGEMENT	\$87.03		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$87.03	
103863	09/15/2015	Open			Utility Management Refund	CLARKE, LAURA, CECILIA	\$84.59		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)				\$84.59	
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$1.43	
	420 - WATER			420.11000 (Cash)				\$57.32	
103864	09/15/2015	Open			Utility Management Refund	CRANE, MIKE	\$105.17		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$105.17	
103865	09/15/2015	Open			Utility Management Refund	CREACY, CHARLES	\$120.98		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)				\$120.98	

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103866	09/15/2015	Open	Utility Management Refund	CUEVAS, CYNTHIA	Amount
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$120.72
103867	09/15/2015	Open	Utility Management Refund	DEL RAZO , MARITZA	\$114.69
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$114.69
103868	09/15/2015	Open	Utility Management Refund	FLOREK, ANGEL	\$457.17
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$457.17
103869	09/15/2015	Open	Utility Management Refund	FREIMUTH, BRADLEY	\$73.20
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$73.20
103870	09/15/2015	Open	Utility Management Refund	GATES, RYAN	\$111.92
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$111.92
103871	09/15/2015	Open	Utility Management Refund	GONZALEZ-VELASCO, CHRISTINA, A	\$19.37
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$19.37
103872	09/15/2015	Open	Utility Management Refund	HONGLIANG, LIANG	\$156.36
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$156.36
103873	09/15/2015	Open	Utility Management Refund	HOUCK, LARRY	\$103.14
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$103.14
103874	09/15/2015	Open	Utility Management Refund	KUBO, ADAM, COREY	\$193.45
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$193.45
103875	09/15/2015	Open	Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$85.20
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$85.20
103876	09/15/2015	Open	Utility Management Refund	LONGBOTHAM, ARLENE	\$131.48
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$131.48
103877	09/15/2015	Open	Utility Management Refund	MACHADO , GILBERT	\$118.40
	Paying Fund		Cash Account		
	420 - WATER		420.11000 (Cash)		\$118.40

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Account Number	Payment Date	Open	Paying Fund	Cash Account	Utility Management Refund	Refund	Amount
103890	09/15/2015	Open	420 - WATER	420.11000 (Cash)	Utility Management Refund	RUBIO, DANIEL, PAUL	\$267.74
103891	09/15/2015	Open	420 - WATER	420.11000 (Cash)	Utility Management Refund	SEQUOIA PROPERTY MANAGEMENT	\$61.76
103892	09/15/2015	Open	420 - WATER	420.11000 (Cash)	Utility Management Refund	SHEPHERD, PHILLIP, JOSEPH	\$38.01
103893	09/15/2015	Open	420 - WATER	420.11000 (Cash)	Utility Management Refund	THOUKIS, GERARD	\$65.87
103894	09/15/2015	Open	420 - WATER	420.11000 (Cash)	Utility Management Refund	VELA, BARBARA, ANN	\$83.07
103895	09/17/2015	Open	420 - WATER	420.11000 (Cash)	Accounts Payable	A & A PORTABLES INC	\$763.35
103896	09/17/2015	Open	420 - WATER	420.11000 (Cash)	Accounts Payable	A & G SALES PROMOTION LTD	\$1,320.00
103897	09/17/2015	Open	420 - WATER	420.11000 (Cash)	Accounts Payable	ABS DIRECT INC	\$5,300.00
103898	09/17/2015	Open	420 - WATER	420.11000 (Cash)	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$65.09
103899	09/17/2015	Open	420 - WATER	420.11000 (Cash)	Accounts Payable	APPLIED PEST MANAGEMENT INC	\$355.00
103900	09/17/2015	Open	420 - WATER	420.11000 (Cash)	Accounts Payable	AT&T / CALNET 2	\$764.62
			110 - General Fund	110.11000 (Cash)			\$311.89

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103901	255 - CDBG	09/17/2015	Open	Accounts Payable	AT&T/SBC	\$32.76
	405 - Building	09/17/2015	Open	Cash Account		\$60.10
	410 - WATER QUALITY CONTROL (WQC)	09/17/2015	Open	Accounts Payable	BLX GROUP LLC	\$2,250.00
	420 - WATER	09/17/2015	Open	Cash Account		\$162.33
	502 - Engineering	09/17/2015	Open	Accounts Payable	CALIFORNIA HIGHWAY PATROL	\$250.00
		09/17/2015	Open	Cash Account		\$15.37
		09/17/2015	Open	Accounts Payable	CENTRAL SANITARY SUPPLY	\$369.48
		09/17/2015	Open	Cash Account		\$250.00
		09/17/2015	Open	Accounts Payable	CHAMPION INDUSTRIAL	\$261.50
		09/17/2015	Open	Cash Account		\$123.00
		09/17/2015	Open	Accounts Payable	CHARTER COMMUNICATIONS	\$55.00
		09/17/2015	Open	Cash Account		\$138.50
		09/17/2015	Open	Accounts Payable	GDR ENGINEERING INC	\$6,564.00
		09/17/2015	Open	Cash Account		\$55.00
		09/17/2015	Open	Accounts Payable	GOMES PROPANE	\$121.57
		09/17/2015	Open	Cash Account		\$6,564.00
		09/17/2015	Open	Accounts Payable	GOV'T FIN OFFICERS ASSOC	\$450.00
		09/17/2015	Open	Cash Account		\$121.57
		09/17/2015	Open	Accounts Payable	GSJSA	\$3,393.00
		09/17/2015	Open	Cash Account		\$450.00
		09/17/2015	Open	Accounts Payable	JORGENSEN & CO INC	\$750.00
		09/17/2015	Open	Cash Account		\$3,393.00
		09/17/2015	Open	Accounts Payable	LEHIGH HANSON INC	\$393.48
		09/17/2015	Open	Cash Account		\$750.00
		09/17/2015	Open	Accounts Payable		\$186.41
		09/17/2015	Open	Cash Account		\$207.07

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			Cash Account	Accounts Payable	MGT OF AMERICA INC	Amount
103913	09/17/2015	Open				\$4,600.00
	Paying Fund					
	110 - General Fund		110.11000 (Cash)		NEW WORLD SYSTEM CORP	\$4,600.00
103914	09/17/2015	Open				\$1,500.00
	Paying Fund					
	240 - Small Equipment Replacement		240.11000 (Cash)		NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER	\$1,500.00
103915	09/17/2015	Open				\$1,842.40
	Paying Fund					
	110 - General Fund		110.11000 (Cash)		P G & E	\$1,842.40
103916	09/17/2015	Open				\$6,676.41
	Paying Fund					
	110 - General Fund		110.11000 (Cash)			\$3,793.88
	217 - Streets - Gas Tax		217.11000 (Cash)			\$8.11
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$272.81
	426 - Transit - Fixed Route		426.11000 (Cash)			\$2,575.72
	505 - Fleet		505.11000 (Cash)			\$25.89
103917	09/17/2015	Open				\$9,869.40
	Paying Fund					
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		PIRES, LIPOMI & NAVARRO ARCHITECTS	\$2,125.00
	426 - Transit - Fixed Route		426.11000 (Cash)			\$7,744.40
103918	09/17/2015	Open				\$480.00
	Paying Fund					
	110 - General Fund		110.11000 (Cash)		PROTECH SECURITY/ELEC INC	\$480.00
103919	09/17/2015	Open				\$748.65
	Paying Fund					
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		RANDIK PAPER CO	\$748.65
103920	09/17/2015	Open				\$250.37
	Paying Fund					
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		SAFE-T-LITE CO INC	\$250.37
103921	09/17/2015	Open				\$500.00
	Paying Fund					
	269 - Parks & Public Facilities Grants		269.11000 (Cash)		STANISLAUS LAFCO	\$500.00
103922	09/17/2015	Open				\$14,668.00
	Paying Fund					
	401 - Airport		401.11000 (Cash)		STANTEC CONSULTING INC	\$14,668.00
103923	09/17/2015	Open				\$230,558.40
	Paying Fund					
	110 - General Fund		110.11000 (Cash)		T I D	\$28,161.71
	216 - Streets - Local Transportation		216.11000 (Cash)			\$24,034.15
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$144,083.34
	420 - WATER		420.11000 (Cash)			\$34,196.26

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103924	426 - Transit - Fixed Route 09/17/2015 Paying Fund	Open	426.11000 (Cash)	Accounts Payable	TEICHERT CONSTRUCTION INC	\$82.94	\$46,608.81
103925	215 - Streets - Grant Funded Projects 09/17/2015 Paying Fund	Open	215.11000 (Cash)	Accounts Payable	TEICHERT CONSTRUCTION INC	\$46,608.81	\$41,981.23
103926	215 - Streets - Grant Funded Projects 09/17/2015 Paying Fund	Open	215.11000 (Cash)	Accounts Payable	THE SHALLECK COLLABORATIVE INC	\$41,981.23	\$2,734.00
103927	240 - Small Equipment Replacement 09/17/2015 Paying Fund	Open	240.11000 (Cash)	Accounts Payable	TURLOCK CITY TOW INC	\$2,734.00	\$27.00
103928	110 - General Fund 09/17/2015 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	TURLOCK JOURNAL	\$27.00	\$350.00
103929	420 - WATER 09/17/2015 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	TURLOCK SCAVENGER CO INC	\$350.00	\$200,000.00
103930	110 - General Fund 09/17/2015 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	TURLOCK UMPIRE GROUP	\$200,000.00	\$1,688.00
103931	110 - General Fund 09/17/2015 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	US BANK	\$1,688.00	\$3,650.00
103932	621 - Successor Agency - Non LMI 09/17/2015 Paying Fund	Open	621.11000 (Cash)	Accounts Payable	VERIZON WIRELESS	\$3,650.00	\$614.11
103933	110 - General Fund 405 - Building 502 - Engineering 09/17/2015 Paying Fund	Open	110.11000 (Cash) 405.11000 (Cash) 502.11000 (Cash)	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$33.51 \$91.53 \$489.07	\$500.00
103934	502 - Engineering 09/17/2015 Paying Fund	Open	502.11000 (Cash)	Accounts Payable	4-C'S MAINTENANCE LLC	\$500.00	\$1,118.70
103935	110 - General Fund 09/17/2015 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CERTIFIED LABORATORIES OF NORTHERN CA	\$1,118.70	\$10,136.79
	110 - General Fund 216 - Streets - Local Transportation 240 - Small Equipment Replacement 502 - Engineering		110.11000 (Cash) 216.11000 (Cash) 240.11000 (Cash) 502.11000 (Cash)			\$8,250.00 \$506.83 \$65.71 \$1,314.25	

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103936	09/17/2015	Open	Accounts Payable	DARMOUSSEH, PEGGY	Amount
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$30.00
103937	09/17/2015	Open	Accounts Payable	DAVIDSON, SHAWN	\$91.18
	Paying Fund		Cash Account		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$91.18
103938	09/17/2015	Open	Accounts Payable	FULTZ, RICH	\$246.31
	Paying Fund		Cash Account		
	502 - Engineering		502.11000 (Cash)		\$246.31
103939	09/17/2015	Open	Accounts Payable	HART, JOHNNY	\$18.00
	Paying Fund		Cash Account		
	203 - Animal Fee Forfeiture		203.11000 (Cash)		\$18.00
103940	09/17/2015	Open	Accounts Payable	INDERBITZEN, PAUL	\$162.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$162.00
103941	09/17/2015	Open	Accounts Payable	LOVETT, PAMELA	\$18.00
	Paying Fund		Cash Account		
	203 - Animal Fee Forfeiture		203.11000 (Cash)		\$18.00
103942	09/17/2015	Open	Accounts Payable	MANICA, KATIE	\$220.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$220.00
103943	09/17/2015	Open	Accounts Payable	MERAZ, PAUL	\$162.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$162.00
103944	09/17/2015	Open	Accounts Payable	MERCADO, JOEY	\$290.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$290.00
103945	09/17/2015	Open	Accounts Payable	PACIFIC INSTITUTE OF DEFENSIVE TACTICS	\$554.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$554.00
103946	09/17/2015	Open	Accounts Payable	STATE MILITARY DEPARTMENT	\$527.50
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$527.50
103947	09/17/2015	Open	Accounts Payable	WHITE, SUSAN	\$88.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$88.00
	203 - Animal Fee Forfeiture		203.11000 (Cash)		\$63.00
Type Check Totals:					\$611,939.96
AP - Accounts Payable Totals					

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$611,939.96	\$0.00
	Reconciled	0	\$0.00	\$0.00

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Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	93	\$611,939.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$611,939.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$611,939.96	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$611,939.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$611,939.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$611,939.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$611,939.96	\$0.00

SEPTEMBER 22, 2015
 5:00 p.m.
 City of Turlock Yosemite Room
 156 S. Broadway, Turlock, California

MINUTES
 Special Meeting
 Jt. Turlock City Council and
 Parks, Arts & Recreation Commission

1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 5:02 p.m.
 PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.
 ABSENT: None

Park, Arts & Recreation Commission – Commission Vice Chair Bohlender called the Parks, Arts & Recreation Commission meeting to order at 5:02 p.m.
 PRESENT: Commission members Sergio Alvarado, Lakneshia Ann Diaz, Hannah Noonan, Michelle Morse, and Vice Chair Bohlender.
 ABSENT: Commission member Larry Yeakel and Chairman Dowd.

2. **WELCOME AND INTRODUCTIONS:**

Parks, Arts & Recreation Commissioners made self-introductions.

3. **PUBLIC PARTICIPATION – LIMITED TO ITEMS DESCRIBED IN THE NOTICE FOR THIS MEETING**

This is the time set aside for citizens to address the City Council concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. 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.

Mayor Soiseth commented on the artwork, currently on display at the City Hall Gallery, provided by Jessica's House. Mayor invited artists to speak at the podium.

Artist/participant from Jessica's House, "Rosie," read "The Invisible String" book that tells the story about an invisible string that connects individuals to everyone they love.

Artist/participant from Jessica's House, "Gabriel" (with his mother), shared a story about his sister who passed away from cancer. Gabriel's mother spoke in favor of Jessica's House for reasons including the support they offered her family throughout their healing process.

4. **STAFF UPDATES**

Skate Park:

Parks, Recreation and Public Facilities Manager Erik Schulze provided an update on the skate park including that the contract for construction has been awarded, with an estimated project completion date of February 2016.

Recreation Feasibility Study:

Parks, Recreation and Public Facilities Manager Erik Schulze provided an update on the Recreation Facility Feasibility Study including the Request for Proposal (RFP) process and noted that once a consultant has been selected an advisory committee will be established to determine how the City will prioritize future needs of the community, identify potential partners, gauge costs

and resources, evaluate existing infrastructure and facilities, and determine whether to invest in aging or new facilities.

Council discussion included the importance of being aware of current assets and future needs, such as a boxing facility on the Westside of Turlock, as the RFP process moves forward.

City Hall Gallery:

Parks, Recreation and Public Facilities Director Allison Van Guilder provided an update on the City Hall Gallery including the current artwork on display provided by Jessica's House, the purpose of the art gallery being to provide community artists a location to highlight and showcase their work, and efforts of the City Hall Gallery Ad hoc Committee to reach out to the community and various groups to display their work at the gallery. Ms. Van Guilder noted the gallery is currently booked from now until June with various art exhibits and commended the Commission and Mr. Schulze for their efforts.

Councilmember and staff discussion included the possibility of adding a reader board or signage to direct citizens to the gallery as they enter City Hall and the steps or requirements an artist would need to pursue to have their artwork showcased at the gallery.

Community Art Murals:

Park, Recreation and Public Facilities Director Allison Van Guilder provided an update on community art murals including options for a mural or artwork at Columbia Park and asked the Council and Commission for their suggestions and feedback on the type of art they would be interested in seeing.

Councilmember and staff discussion included the formation of an ad hoc committee to guide this process, identification of potential locations, determining whether artwork would be temporary or permanent, and the possibility of a contest between schools to design the artwork.

Commissioner Diaz spoke in favor of the murals, noting she received positive feedback from community members who wanted to see a mural and an art structure at Columbia Park and commented that she knows several artists who would be willing to work on these projects.

5. COMMISSIONER FORUM

Commissioner Forum Items A, B, and C were handled concurrently.

- A. Parks, Arts & Recreation Commission Staff Liaison Report
- B. Parks, Arts & Recreation Commission Comments
- C. City Council Comments

Council discussion included the desire to add senior citizen exercise equipment or exercise circuits to parks to promote a health initiative. Director Van Guilder noted the potential of developing Montana Park to include features such as a fitness and trail system, multi-surface playing courts, playground, and paved pathways.

Council commended the Commission for their hard work, competence, and service to the community and encouraged Commissioners to continue developing new ideas and initiatives.

Mayor Soiseth noted that the purpose of these joint meetings is for the Council to gain a better understanding of what the Commission is working on, identify potential road blocks, and provide support to move forward. Mayor commented that he appreciates the opportunity to meet and personally interact with the various commissions and will provide the Commission Chair with a follow-up letter outlining the meeting discussion, Council roles, Commission expectations, and plans for moving forward.

6. ADJOURNMENT

Motion by Parks, Arts & Recreation Vice Chair Bohlender, seconded by Parks, Arts & Recreation Commissioner Alvarado, to adjourn the Parks, Arts & Recreation Commission Meeting at 5:43 p.m. Motion carried unanimously.

Motion by Councilmember Dehart, seconded by Councilmember Nascimento, to adjourn the meeting at 5:43 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Jennifer Land, Deputy City Clerk
Executive Assistant to the City Manager/City Clerk Trainee

SEPTEMBER 22, 2015
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Special Meeting
Turlock City Council

-
1. **A. CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:07 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento,
and Mayor Soiseth.
ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **SCHEDULED MATTERS:**

- A. Mayor Soiseth presented the staff report on the request to adopt the City of Turlock 2015-2019 Mayor and City Council Policy Goals and Implementation Plan.

Council discussion included efforts made over the past year to identify and discuss the future goals of the City and the creation of a long-term planning document that identifies the objectives and outlines the paths and processes for achieving those goals.

City Manager Roy Wasden noted the efforts expended by the Mayor and Council to identify areas that need improvement and that the new Plan will have refined goals to address these areas moving forward. City Manager Wasden explained the structure of the Plan including policy goals, general principles, action items, and implementation measures and noted that the Plan will also have a gantt chart to outline benchmarks and monitor timelines, progress, and achievement. Mr. Wasden also noted the recent processes implemented by staff including 24-hour updates, emerging issues updates, and Police and Fire activity to improve communication and increase tracking and accountability.

Administrative Services Director Kellie Jacobs-Hunter, Police Chief Rob Jackson, Municipal Services Director Michael Cooke, Parks, Recreation and Public Facilities Director Allison Van Guilder, Assistant to the City Manager for Economic Development/Housing Services Maryn Pitt, and Development Services Director Mike Pitcock presented information from their respective departments pertaining to the Plan.

Additional Council and staff discussion included the importance of establishing benchmarks to assist in achieving a balanced budget, debt relief options and debt tracking, and a request for an online platform for making financial tracking/budgets available to the public such as "OpenGov."

Police Chief Jackson requested a minor correction to the term "forced" multiplier to "force" multiplier under Policy Goal No. 3 - Public Safety of the Plan.

At the request of Mayor Soiseth, Parks, Recreation and Public Facilities Director Allison Van Guilder highlighted action items including Pedretti Park lighting upgrades, a Lighting Feasibility Study, and construction projects at the Turlock Municipal Airport.

Mayor Soiseth thanked the City Manager, City Attorney, and staff for their efforts on creating a practical and digestible document and noted that if the Plan is adopted, it will be revisited in two (2) years to coincide with the election cycle to ensure open dialogue and consensus with new members.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Adopting the City of Turlock 2015-2019 Mayor and City Council Policy Goals and Implementation Plan (Plan) with a correction to the term "forced" multiplier to "force" multiplier under Policy Goal No. 3 - Public Safety of the Plan. Motion carried 5/0 by the following vote:

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

4. ADJOURNMENT:

Mayor Soiseth adjourned the meeting at 6:53 p.m.

RESPECTFULLY SUBMITTED

Jennifer Land, Deputy City Clerk
Executive Assistant to the City Manager/City Clerk Trainee

DRAFT

SEPTEMBER 22, 2015

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:07 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 Jennifer Carlson, Executive Director of the Manufacturer's Council of the Central Valley, in recognition of Manufacturing Awareness and Appreciation Month, October 2015.

Councilmember Nascimento stepped down from the dais.

Ms. Carlson thanked the Council for recognizing the manufacturing industry and provided information about manufacturing, including the importance of agriculture in our region, the economic benefits provided by world class manufacturers in Turlock, and appreciation to the City of Turlock for having the appropriate infrastructure in place and available to support the manufacturing industry.

Councilmember Nascimento returned to the dais.

- B. Parks, Recreation and Public Facilities Director Allison Van Guilder provided information on the upcoming Turlock Regional Airport's Young Eagles Day designed to promote aviation to children from the ages of 8 to 17. Director Van Guilder noted the event will be held on Saturday, September 26, 2015, beginning at 8:30 a.m., at the Turlock Regional Airport located at 13604 Newport Road, in Ballico, California.
- C. Mayor Soiseth introduced the Director of Jessica's House, Erin Nelson, who provided information about Jessica's House as being a place that offers grief support programs for school-aged children which allows them to come together and express their grief with other children their age through talking and play.

Michael and Danielle Everett spoke in favor of Jessica's House, named after their daughter Jessica who died at the age of 9 from leukemia, for reasons including the support it provides to grieving families.

Tarae McQueen spoke in favor of Jessica's House for reasons including the support she has received from the organization and for the friends she has made. Ms. McQueen sang a portion of a song entitled, "Safe and Sound."

Art Therapist and Program Director Sara Cree provided information about the therapeutic art activities offered at Jessica's House as a way to encourage children to work together as a group to help them heal.

Nancy Daly, staff member at Jessica's House spoke in favor of Jessica's House, the support they offer, and a book entitled, "The Invisible String," about an invisible string that connects individuals to everyone they love.

Mayor Soiseth closed public participation.

- D. Kurtis Clark, Director of Alliance Small Business Development Center, presented information on the upcoming Stanislaus Innovation Challenge, a competition designed to give Stanislaus County residents with viable and innovative new ideas or products a chance to get their idea funded. Mr. Clark also provided information about the services offered by the Alliance Small Business Development Center and the benefits it has provided to Turlock and our region.

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

B. STAFF UPDATES

1. Parks, Recreation and Public Facilities Manager Erik Schulze provided an update on median landscape, assessment districts, and water conservation and impacts including information and statistics regarding trees and plants that were affected in the northeast Turlock area when two pumps went down in early June 2015, the redeployment of staff to allow for watering trees from water trucks, replacement of trees in the northeast area, award of a Cal-Recycle grant to provide for the placement of rubber bark that will assist with water conservation, and the importance of protecting Turlock's urban forest.
2. Senior Recreation Supervisor Karen Packwood provided an update on the aquatics season including programs held at Turlock High School, Pitman High School and Columbia Park, participant statistics and information about various swim programs offered by the department, adjusted hours of operation at water parks, pool passes, sponsorships, and program partnerships. Ms. Packwood also noted the Christmas Parade will be held on Friday, December 4, 2015, at 6:30 p.m.

C. PUBLIC PARTICIPATION

Pieter Hoex spoke against slurry seals being placed on roadways not in need of repair and in favor of redirecting assessment funding to reduce speeding on certain roadways through the installation of speed bumps.

Carol Slane spoke against activities at the HAM Center, drug use, alcohol use, and theft. Ms. Slane spoke in favor of Officer White and the construction of a children's park with amenities such as a water feature, pony rides and public restrooms.

Kelvin Jasek-Rysdahl, Board Member of We Care Turlock, provided information about the services provides by We Care, including housing, an emergency cold weather shelter for men, and year round transitional housing. He spoke about the partnership with the City of Turlock to provide long-term low income housing on Lambert Way, noted the cold weather shelter will open on November 1, 2015, and encouraged volunteers to serve and provide meals.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, 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

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. 2015-199** Accepting Demands of 8/27/15 in the amount of \$501,972.32; Demands of 9/3/15 in the amount of \$10,831,844.24
- B. Motion: Accepting Minutes of Regular Meeting of September 8, 2015
- C. 1. Motion: Approving Amendment No. 2 to the Agreement with Carollo Engineers for City Project No. 11-42, "Water Reservoir and Pump Station on Fulkerth Road"
2. **Resolution No. 2015-200** Appropriating \$10,260 for Fiscal Year 2014-15 and \$3,240 for Fiscal Year 2015-16 to account number 420-52-551.51272 "Fulkerth Tank & Pump Station - Construction Management" from Fund 420 "Water" reserve balance for City Project No. 11-42, "Fulkerth Tank and Pump Station"
- D. Motion: Approving retainer agreements for the remainder of Fiscal Year 2015-16 and Fiscal Year 2016-17 with Interwest Consulting Group, in an amount not to exceed \$150,000 (Fund 405) and with 4Leaf, Inc., in an amount not to exceed \$140,000, for on call plan check services on an as needed basis associated with various building permit applications
- E. Motion: Accepting improvements for City Project No. 15-31, "Gemstone Way Electrolier," and authorizing the City Engineer to file a Notice of Completion
- F. Motion: Approving a four (4) year agreement with Transit Capital Support Services, LLC, of Atlanta, Georgia, for transit technical assistance and support services, in an amount not to exceed \$272,851.92, in support of Capital Project No. 15-60, "RFP for Transit Support Services"
- G. Motion: Accepting notification of Contract Change Order No. 10 (Final), in the amount of \$19,435.45 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,277,095
- H. **Resolution No. 2015-201** Accepting donations received from July through September Fiscal Year 2015-16 to be deposited for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities
- I. Motion: Approving a renewal agreement between the City of Turlock and Dragon Sports to offer youth self-defense classes
- J. Motion: Approving a renewal agreement between the City of Turlock and Kidz Love Soccer, Inc., to offer youth soccer classes.

- K. Motion: Approving a renewal agreement with Target Solutions, for a subscription of online training services for continuing education in Emergency Medical Service (EMS), and other various mandated training for Turlock Fire Department personnel, in an amount not to exceed \$3,995, from Fund 265-30-310.302_47140 "Cal Firefighters Joint Apprenticeship Committee (JAC)"
- L. **Resolution No. 2015-202** Amending the salary range for the job classification of Purchasing Coordinator from 22.0 to 25.6, TCEA Bargaining Unit 4 Salary Schedule, effective September 22, 2015
- M.
 1. Motion: Making the determination that City Project No.15-68, "Emergency HVAC Replacement at Utilities Shop," is exempt from the provisions of CEQA in accordance with Section 15301
 2. Motion: Reaffirming the declaration of emergency made by the City Manager and declaring that there is a need to continue with the replacement of the HVAC facilities at the utilities shop
 3. Motion: Approving an agreement in the amount of \$8,295 (Fund 410 & 420) with Champion Industrial Contractors, Inc. of Modesto, California, for City Project No.15-68, "Emergency HVAC Replacement at Utilities Shop"

6. FINAL READINGS:

- A. **Ordinance No. 1214-CS**, Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2015-01- Planned Development 272 (The Vista Student Housing)] as introduced on September 8, 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

Resolution No. 2015-203 Establishing Conditions of Approval for Planned Development No. 272 (PD-272) [Rezone 2015-01, The Vista Student Housing – Scheme 2] was introduced by Councilmember Nascimento, 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

7. PUBLIC HEARINGS

- A. Deputy Director of Development Services/Planning Debbie Whitmore presented the staff report on the request to determine that the adoption of General Plan Amendment 2015-02 (Active Transportation Plan) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Projects consistent with a previous EIR); Section 15183 (Projects consistent with the General Plan); and/or Section 15162 (Feasibility and planning studies) of the CEQA Guidelines and approving the Active Transportation Plan and adopting General Plan Amendment 2015-02 (Active Transportation Plan).

Ms. Whitmore introduced Associate John Lieswyn of Alta and Principal Martin Inouye of Omni Means who worked on the project. Mr. Lieswyn presented the report on the Active Transportation Plan including an overview of the project and processes involved in preparing the Plan.

Capital Project Coordinator Wayne York provided information about grant applications, tentative grant awards in excess of one million dollars to help implement the Active Transportation Plan, and the planned improvements.

Ms. Whitmore provided information that the Planning Commission recommended approval of the Active Transportation Plan and noted green sheets to the item.

Council discussion included appreciation for the Turlock community that actively engaged in the process.

Mayor Soiseth opened the public hearing.

Elizabeth Claes spoke in favor of the Active Transportation Plan for reasons including that active transportation has the power to transform people's lives, the day to day experience of bicycling, the sense of community that biking and walking brings, added safety through sidewalk and bike lane improvements, and the value of her participation and knowledge gained throughout the process.

Jeffery Sparks spoke in favor of bicycling for reasons including it being his hobby and that it builds community.

Mayor Soiseth closed the public hearing.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, Determining that the adoption of General Plan Amendment 2015-02 (Active Transportation Plan) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Projects consistent with a previous EIR); Section 15183 (Projects consistent with the General Plan); and/or Section 15162 (Feasibility and planning studies) of the CEQA Guidelines. Motion carried 5/0 by the following vote:

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

Resolution No. 2015-204 Approving the Active Transportation Plan and adopting General Plan Amendment 2015-02 (Active Transportation Plan) was introduced by Councilmember Bublak, 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

- B. Executive Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the request approve the Fiscal Year 2014-15 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME); Request to authorize submission of the CAPER to the United States Department of Housing and Urban Development (HUD); and Request to authorize the Mayor, City Manager or designee to execute related necessary documents.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember Jacob, Approving the Fiscal Year 2014-15 Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the Mayor, City Manager or designee to execute related necessary documents. Motion 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. Senior Planner Katie Quintero presented the staff report on the request to direct staff to move forward with the issuance of the Downtown Parking Study RFP.

Council discussion included requiring the consultant to also maintain a Facebook community page to receive additional community input.

Mayor Soiseth asked for public comment.

Audience and staff discussion included the consistency of measurements of parking spaces.

Mayor Soiseth closed public comment.

Additional Council comments included the RFP having good parameters, while not hindering the flexibility and creativity of potential developers.

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Directing staff to move forward with the issuance of the Downtown Parking Study RFP. Motion carried 5/0 by the following vote:

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

- B. Capital Project Coordinator Wayne York presented the staff report on the request to adopt a Traffic Calming Program for the purpose of establishing guidelines and policy for reviewing and approving traffic calming requests.

Mr. York highlighted that the program reinforces the idea that speeding is an enforcement issue and provides the police an opportunity to address issues before calming measures are installed, the City Engineer retains discretion to ensure that selected options are safe and reasonable for the conditions, expenses associated with the process are the responsibility of the applicant, and staff remains open to innovative ideas that may be successful if safe and appropriate.

Council discussion included types of roadways to which the program applies, concerns over applicants being responsible for associated expenses, use of assessment funding to pay for calming measures, the importance of slurry seal applications to maintain streets and roadways, the appeal process, anticipated requests for traffic calming measures, cost estimates, and potential subsidies.

Mayor Soiseth requested the program be reassessed by Council after three months.

Mayor Soiseth asked for public comment.

Sherene Loree inquired about how this issue is handled in other cities and cost comparisons of having City staff versus private contractors complete approved calming measures.

Mayor Soiseth closed public comment.

Additional Council discussion included design standards and a request for projected costs of a typical installation.

Action: **Resolution No. 2015-205** Adopting a Traffic Calming Program for the purpose of establishing guidelines and policy for reviewing and approving traffic calming requests 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

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Bublak recognized California State University, Stanislaus Government Relations Coordinator Maggie White and requested consideration for her representation at future meetings.

10. COUNCIL COMMENTS: None

11. **CLOSED SESSION:**

City Attorney Phaedra Norton introduced Closed Session Item 11A.

Mayor Soiseth noted that the City Manager's evaluation would be postponed.

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

Title: City Attorney

Title: City Manager

Action: No reportable action.

12. **ADJOURNMENT:**

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn at 8:59 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

1. A. **CALL TO ORDER** –Mayor Soiseth called the meeting to order at 6:00 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Matthew Jacob, Steven Nascimento,
and Mayor Soiseth.
ABSENT: None

B. SALUTE TO THE FLAG

2. **PUBLIC PARTICIPATION:** None
3. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None
4. **SCHEDULED MATTERS**

Mayor Soiseth made a statement regarding the special meeting being held to review the expenditures of the Chamber of Commerce in their execution of the CVB contract, which included thanks to the Chamber's Interim CEO and President Paul Wright and other members of the Turlock Chamber of Commerce Board for their attendance at the meeting, and thanks to City Attorney Phaedra Norton and Administrative Services Director Kellie Jacobs-Hunter for their diligent, patient, and professional work. Mayor Soiseth spoke regarding the importance of accountability to the taxpayers of our community and the importance of moving forward in a candid, constructive manner in an effort to heal a broken partnership.

Mayor Soiseth noted public participation would remain open throughout the duration of the presentation.

- A. Administrative Services Director Kellie Jacobs-Hunter presented the staff report on the request to accept the draft report from Kemper CPA Group, LLP, for the agreed-upon procedures Audit pertaining to the agreement for Tourism Services (CVB) between the City of Turlock and Turlock Chamber of Commerce; authorize Kemper CPA, LLP, to issue the final report; and authorize the Mayor to represent the Council and take any and all action necessary to resolve the audit exceptions identified in the final report.

Ms. Jacobs-Hunter introduced Lammert Van Laar and September Reeves of Kemper CPA Group who presented the Independent Accountant's Report on Applying Agreed-Upon Procedures submitted by Kemper CPA Group.

Council, staff and consultant discussion included the difference between a formal audit and an independent accountant's report on applying agreed-upon procedures, concerns about the report that was received not being what was requested, processes used by Kemper CPA Group in conducting and completing the final report, report format, terms of the agreement with the Chamber of Commerce related to budget amendments, allowable and unallowable expenses, Chamber of Commerce practices such as movement of funds and category changes of where money may be spent, and lack of oversight by the City and Councils through past budget approvals.

Additional discussion included rationale and process used to determine expenditure compliance with the Chamber agreement.

Chamber Board President Paul Porter spoke regarding IRS record retention policy and associated questionable expenditures.

Mayor Soiseth asked for questions or comments from the audience.

Interim Chamber CEO and President Paul Wright noted the Chamber's commitment to resolving the issue and asked that consideration be given to the Chamber's interpretation of the agreement and addendums as part of coming to a resolution of this matter.

Councilmember Bublak thanked City staff for their efforts, noted her disappointment with lack of oversight by the City, and spoke to the importance of defending taxpayer money. She then introduced the motion. Councilmember DeHart indicated a desire to second the motion, but noted wording challenges with the second part of the motion as presented. Councilmember DeHart noted his categorical trust in the Mayor, but asked for an amendment to the motion that would include the entire Council, rather than just the Mayor as a single member, being authorized to take any and all action necessary to resolve the audit exceptions identified the final report. Councilmember Bublak respectfully declined the amendment due to concerns over expediency and Brown Act concerns.

Additional Council discussion included logistics of scheduling special meetings and a reminder that any resolution to resolve the audit exceptions as identified by Mayor Soiseth would be presented to the entire City Council for final approval.

Councilmember Nascimento asked if Councilmember Bublak would entertain adding Councilmember DeHart as a subcommittee member in addition to Mayor Soiseth. Councilmember DeHart withdrew his amendment, but asked to have as a part of the official record his request to exercise extreme caution in moving forward due to the critical importance of moving forward together as a body to represent the entire community. Councilmember DeHart then seconded the motion.

Mayor Soiseth asked if Councilmember Bublak would be interested in entertaining an amendment to add another member to the committee, including herself, due to her involvement as the Ad Hoc Committee Chair and her role as Vice Mayor. Councilmember Bublak declined.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, Accepting the draft report from Kemper CPA Group, LLP, for the agreed-upon procedures Audit pertaining to the agreement for Tourism Services (CVB) between the City of Turlock and Turlock Chamber of Commerce; Authorizing Kemper CPA, LLP, to issue the final report; and Authorizing the Mayor to represent the Council and take any and all action necessary to resolve the audit exceptions identified the final report. Motion carried 5/0 by the following vote:

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

DRAFT

5. **ADJOURNMENT:**

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 7:16 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

DRAFT



Council Synopsis

5C

October 13, 2015

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

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 (Final) in the amount of \$2,240 (Fund 410) for City Project No.15-23, "Hedstrom Road Storm Drain Improvements," bringing the contract total to \$81,783

Motion: Accepting improvements for City Project No. 15-23, "Hedstrom Road Storm Drain Improvements," and authorizing the City Engineer to file a Notice of Completion

Resolution: Appropriating \$30,900 to account number 410-51-534.51300 "Construction Repairs/Improvements," to be funded via a transfer from Fund 410 "Water Quality Control (WQC)" reserves, for City Project No. 15-23, "Hedstrom Road Storm Drain Improvements," to complete the necessary funding required for this project

2. DISCUSSION OF ISSUE:

On March 10, 2015, council awarded a contract in the amount of \$77,043 to Rolfe Construction of Atwater, California for City Project No. 15-23, "Hedstrom Road Storm Drain Improvements."

Change Order History	Amount	City Council Meeting
Original Contract	\$77,043	April 28, 2015
Change Order No. 1	\$2,500	September 8, 2015
Change Order No. 2	\$2,240	October 13, 2015
Adjusted Contract Total	\$81,783	

Change order No. 2 (Final) includes:

1. Adjustment of Quantities (\$2,240.00)

The quantities estimated at the time of bidding were an estimate and used to compare bids. The contract documents state the City will adjust the quantities to reflect the actual quantities used. The amount of hot mix asphalt required was higher than expected which led to an increase in contract price.

All changes have been installed in accordance with the Contract Documents and in accordance with the Standard Specifications and Drawings and as directed by the City Engineer.

3. BASIS FOR RECOMMENDATION:

- A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B) The changes were needed to complete all work in accordance with the project plans and City Standards.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The funding was not carried over in this current year's budget and therefore an appropriation needs to occur to pay for expenses in this fiscal year. \$20,900 of unspent funds from fiscal year 2014-2015 need to be carried over and an additional \$10,000 need to be transferred from Fund 410 WQC Reserve to account for the expenses this fiscal year. With the appropriation and transfer above, sufficient funds will be available in account number 410-51-534.51300 "Construction Repairs/Improvements".

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This change order does not affect the determination that was previously made.

7. ALTERNATIVES:

- A. Not approve Change Order No. 2 (Final). This option is not recommended by City Staff because the extra work was needed to comply with City standards, as well as the project plans and specifications.



CONTRACT CHANGE ORDER

Date issued: 13-Oct-15 **Change Order No.:** 2 (FINAL)
Project Name: Hedstrom Road Storm Drain Improvements

Rolfe Construction **Project No.:** 15-23
 3573 Southern Pacific Ave **Contract For:** \$77,043.00
 Atwater, CA 95301 **Contract Award Date:** April 28, 2015

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	\$79,283.00
Contractor's Bid Amount for Bid Items	--	--	--	\$77,043.00
Subtotal of Difference				\$2,240.00
Total this CCO=				\$2,240.00
<i>The original contract sum =</i>				\$77,043.00
<i>Net change by previous change orders =</i>				\$2,500.00
<i>The contract total will increase by the amount of =</i>				\$2,240.00
<i>The new contract sum including this change order will be =</i>				\$81,783.00
The contract time will be changed by (0) working days. The scheduled completion date is unchanged.				

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 Roy W. Wasden, City Manager

Date: _____

CITY OF TURLOCK

FINAL QUANTITIES

Hedstrom Road Storm Drain Improvements

Project No. 15-23

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization	LS	\$5,000	100%	\$5,000	100%	\$5,000	\$0
2	Construction Project Sign	EA	\$1,000	2.00	\$2,000	2.00	\$2,000	\$0
3	Traffic Control	LS	\$1,000	100%	\$1,000	100%	\$1,000	\$0
4	Remove Existing Improvements	LS	\$4,000	100%	\$4,000	100%	\$4,000	\$0
5	Earthwork	LS	\$2,300	100%	\$2,300	100%	\$2,300	\$0
6	Shoring	LS	\$650	100%	\$650	100%	\$650	\$0
7	Storm Drain Pipe (18" PVC)	LF	\$67	168.00	\$11,256	168.00	\$11,256	\$0
8	Storm Drain Manhole	EA	\$3,600	1.00	\$3,600	1.00	\$3,600	\$0
9	Storm Drain Catch Basin	EA	\$2,500	3.00	\$7,500	3.00	\$7,500	\$0
10	Hot Mix Asphalt	TON	\$160	116.00	\$18,560	102.00	\$16,320	\$2,240
11	Minor Concrete (Curb and Gutter)	LF	\$280	18.00	\$5,040	18.00	\$5,040	\$0
12	Minor Concrete (Sidewalk)	SF	\$32	78.00	\$2,457	78.00	\$2,457	\$0
13	Access Ramp (Curb Return)	EA	\$2,900	2.00	\$5,800	2.00	\$5,800	\$0
14	Access Ramp (Mid-Block)	EA	\$3,100	1.00	\$3,100	1.00	\$3,100	\$0
15	Adjust Frames and Covers to Grade	EA	\$340	8.00	\$2,720	8.00	\$2,720	\$0
16	Striping and Signage	LS	\$1,300	100%	\$1,300	100%	\$1,300	\$0
17	Concrete Collar	EA	\$520	2.00	\$1,040	2.00	\$1,040	\$0
18	Aggregate Base	CY	\$40	49.00	\$1,960	49.00	\$1,960	\$0
SUB-TOTAL CONTRACT ITEMS =					\$79,283.00		\$77,043.00	\$2,240.00
CHANGE ORDERS								
C.O. #								
1	Additional Sidewalk	LS		100%	\$2,500	0	\$0	\$2,500
SUB-TOTAL CHANGE ORDER ITEMS =					\$2,500.00		\$0.00	\$2,500.00
TOTAL PROJECT =					\$81,783.00		\$77,043.00	\$4,740.00

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 15-23
HEDSTROM ROAD STORM DRAIN IMPROVEMENTS**

Notice is hereby given that work on the above-referenced project located in city right-of-way at the intersection of Hedstrom Road and Stern Way, was completed by the undersigned agency on October 13, 2015. The contractor of work Rolfe Construction, 3573 Southern Pacific Avenue, Atwater, CA 95301 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

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

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on October 14, 2015 at Turlock, California, Stanislaus County

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$30,900 TO ACCOUNT NUMBER 410- }
51-534.51300 "CONSTRUCTION REPAIRS/ }
IMPROVEMENTS," TO BE FUNDED VIA A }
TRANSFER FROM FUND 410 "WATER }
QUALITY CONTROL (WQC)" RESERVES, }
FOR CITY PROJECT NO. 15-23, }
"HEDSTROM ROAD STORM DRAIN }
IMPROVEMENTS," TO COMPLETE THE }
NECESSARY FUNDING REQUIRED FOR }
THIS PROJECT }
_____ }

RESOLUTION NO. 2015-

WHEREAS, by separate action, Council has previously approved the agreement in the previous fiscal year; and

WHEREAS, funding for this project was not carried over in the approved FY 2015-16 budget; and

WHEREAS, the additional funds need to be appropriated to fully account for the entire project costs; and

WHEREAS, the proposed reserve funds are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$30,900 to account number 410.51-534.51300 "Construction Repairs/Improvements," to be funded via a transfer from Fund 410 "Water Quality Control (WQC)" reserves, for City Project No. 15-23, "Hedstrom Road Storm Drain Improvements," to complete the necessary funding required for this project. The additional funding needed is broken out as follows:

- 1. Carryover of unexpended funds from fiscal year 2014-2015 from Fund 410-51-534.51300 - \$20,900
- 2. Additional funding needed to close out project - \$10,000

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

5D

October 13, 2015

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Reaffirming the declaration of emergency made by the City Manager and declaring that there is a need to continue with the replacement of the HVAC facilities at the utilities shop

2. DISCUSSION OF ISSUE:

In accordance with the Turlock Municipal Code Section 2-9-6 and Section 8558 of the State Government Code and Section 22050 of the Public Contract Code and City of Turlock Resolution No. 2010-028, the City Manager declared City project no. 15-68 an emergency and ordered repair of the affected facilities.

On September 22, 2015 Council reaffirmed the emergency declaration as declared by the City Manager on September 10, 2015. In accordance with Resolution 2010-028 the City Council shall determine, by 4/5ths vote, there is a need to continue the emergency action unless the City Manager has terminated the action prior to the City Council reviewing the emergency action and making a determination.

The Contractor has submitted all agreements and insurance and they are currently being processed. The contractor has started work on the HVAC unit and expects to be complete by the beginning of October 2015.

3. BASIS FOR RECOMMENDATION:

- A) Per Council Resolution 2010-028, the City Manager has been delegated authority to declare an emergency and order repair of or replacement of public facilities forgoing the formal bid process.
- B) Left unfixed, this situation presents an eminent threat to the health, safety and welfare of the municipal workers.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

There is not any additional impact to the already appropriated budget.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This action does not affect the CEQA determination previously made on September 22, 2015.

7. ALTERNATIVES:

- A. Reject the affirmation of the declaration of emergency declared by the City Manager. Staff does not recommend this alternative as Council has given the City Manager the authority to declare emergencies with City Resolution No. 2010-028 and the project is needed to correct an eminent hazard.



Council Synopsis

October 13, 2015

5E

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Extending the Adopted Fee Deferral Program for the CFF, NWTSP and WISP Impact Fees for an additional twenty-four (24) Months

2. DISCUSSION OF ISSUE:

On October 27, 2009, City Council adopted a fee deferral program in an effort to provide financial flexibility to the development community. On October 25, 2011 and October 22, 2013, the City Council extended the fee deferral program for an additional 24 months. The program afforded the opportunity for commercial and industrial projects to defer its CFF, NWTSP and WISP fees as follows:

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

While we are in a recovery mode following one of the worst economic downturn periods in our history, staff believes that the program, while not abundantly used, is a viable program to help the development community expand while not jeopardizing the integrity of the adopted fee programs. Staff recommends that the fee deferral program be extended for an additional 24 month period.

3. BASIS FOR RECOMMENDATION:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

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

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not Required

7. ALTERNATIVES:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EXTENDING THE }
ADOPTED FEE DEFFERAL PROGRAM }
FOR THE CFF, NWTSP AND WISP IMPACT }
FEES FOR AN ADDITIONAL TWENTY- }
FOUR (24) MONTHS }
_____ }

RESOLUTION NO. 2015-

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

WHEREAS, on October 25, 2011 and October 22, 2013, the City Council extended the fee deferral program for commercial and industrial development for an additional 24 months; and

WHEREAS, the state of the economy is in recovery but continues to impact the development communities ability to build and improve the city; and

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy City Clerk,
County of Stanislaus,
State of California



**Council
Synopsis**

October 13, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of reserved wastewater capacity for Hilmar Cheese Company, Inc., for the dry milk processing facility located at 3600 W. Canal Drive, pursuant to Turlock Municipal Code § 6-4-1111

2. DISCUSSION OF ISSUE:

The Hilmar Cheese Company, Inc. is finishing up construction of their facility located at 1234 Main Street for a dry milk processing facility. They are requesting to purchase reserved wastewater capacity from the Turlock Regional Water Quality Control Facility (RWQCF) as follows:

- Flow – 250,000 gallons per day
- BOD – 1,500 pounds per day
- TSS – 500 pounds per day

The RWQCF has sufficient capacity for this request.

3. BASIS FOR RECOMMENDATION:

- A. The Turlock Municipal Code § 6-4-1111 provides that each industrial user shall pay, in addition to the monthly sewer service charge, a reserved capacity charge.
- B. The efficient operation and management of the Turlock RWQCF is critical to the City's economic development efforts; managing capacity in the system is important if future industries are to be attracted to Turlock.
- C. Hilmar Cheese Company, Inc. provides for continued economic development and local jobs.

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 purchase of reserved wastewater capacity. This is not recommended as this would discourage economic development in the City.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

APPROVING THE PURCHASE OF }
RESERVED WASTEWATER CAPACITY }
FOR HILMAR CHEESE COMPANY, INC., }
FOR THE DRY MILK PROCESSING }
FACILITY LOCATED AT 3600 W. CANAL }
DRIVE, PURSUANT TO TURLOCK }
MUNICIPAL CODE § 6-4-1111 }

RESOLUTION NO. 2015-

WHEREAS, Hilmar Cheese Company, Inc., is nearing completion of a dry milk processing facility located at 3600 Canal Drive; and

WHEREAS, Hilmar Cheese Company, Inc., wishes to purchase reserved wastewater capacity for their dry milk processing facility; and

WHEREAS, Turlock Municipal Code § 6-4-1111 provides that each industrial user shall pay, in addition to the monthly sewer service charge, a reserved capacity charge.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the purchase of reserved wastewater capacity for Hilmar Cheese Company, Inc. as follows:

1. Flow 250,000 gallons per day (0.250 MGD)
2. Biochemical Oxygen Demand (BOD) 1,500 lbs per day
3. Total Suspended Solids (TSS) 500 lbs per day
4. The City of Turlock shall review annually the actual use of the purchased wastewater capacity by Hilmar Cheese Company, Inc. After thirty-six months from the date of this approval, the City may recommend that Hilmar Cheese Company, Inc. return unused reserved wastewater capacity to the City of Turlock at the value at which it was originally purchased, subject to approval by Hilmar Cheese Company, Inc.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

5G

October 13, 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 the First Amended and Restated Joint Powers Agreement (JPA) for the North Valley Regional Recycled Water Program (NVRWWP)

2. DISCUSSION OF ISSUE:

The North Valley Regional Recycled Water Program (NVRWWP) would deliver up to 59,000 acre feet per year (AFY) of recycled water from the Cities of Turlock and Modesto to the Delta-Mendota Canal (DMC). Recycled water will be conveyed through pipelines from the Cities' respective wastewater treatment facilities, crossing under the San Joaquin River, and ending at the DMC. Water in the DMC would then be conveyed directly to Del Puerto Water District (DPWD) via turnouts.

On August 11, 2015, Turlock City Council approved the Final Environmental Impact Report (FEIR) for the North Valley Regional Recycled Water Program (NVRWWP). The components that were approved included: (1) design and construction of the NVRWWP transmission facilities, including all necessary transmission pipelines to transmit and deliver recycled water from the terminus of the Harding Drain Bypass Pipeline to the DMC; (2) the addition of a new authorized point of discharge of the City's recycled water to the DMC; (3) submittal of a Wastewater Change Petition to add 43,259 acres in the DPWD and 124,897 acres in the wildlife refuges, as the authorized place of use for the City's recycled water; (4) the addition of supplemental Central Valley Project Improvement Act (CVPIA) refuge water supplies to the authorized purposes of use for the City's recycled water; and (5) a Joint Powers Agreement for the North Valley Regional Recycled Water Program.

The JPA for the NVRWWP is an agreement between the City of Modesto, the Del Puerto Water District (DPWD) and the City of Turlock. The purpose of the agreement is to develop a more detailed understanding for the successful planning, design, construction and operation of the Project. A Joint Powers Policy Committee, consisting of one representative appointed by each party, will provide

Board Member, Mayor, or Council Member, and an alternate to serve in the absence of the primary representative. The JPA outlines the Joint Exercise of Powers for each party, the requirements for Project Planning and Development Cooperation, Termination of the agreement and General Provisions for each party. Modesto is appointed as the administrating agency under the agreement, taking such actions as necessary to implement the overall Project, in consultation with a Coordinating Committee comprised of City staff. The JPA commits the parties to cooperate and collaborate in the application of grants for funding to pay for Project construction, and obtain all necessary federal, state and local permits.

3. BASIS FOR RECOMMENDATION:

- A. Provides for the beneficial use of recycled water supplies for agricultural irrigation.
- B. Removes the City's wastewater discharge from the San Joaquin River.
- C. Allows the City to secure its right to use recycled water for beneficial use for the benefit of the City and all of its regional partners.
- D. Provides a potential source of revenue to the Water Quality Control Fund.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The total cost of the project is estimated to be \$100 million; Turlock's portion is estimated to be approximately \$50 million. The total cost of project construction and operation, however, will be funded through revenues from a water sales agreement with Del Puerto Water District.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Environmental Impact Report.

7. ALTERNATIVES:

- A. The City Council could elect not to proceed with the Joint Powers Agreement with the North Valley Regional Recycled Water Program. This alternative is not recommended for the following reasons:

- The Regional Water Quality Control Board has directed the City to remove its wastewater from the San Joaquin River by December 31, 2019 or face more stringent wastewater discharge requirements.
- The beneficial reuse of wastewater optimizes the use of recycled water which provides regional economic and environmental benefits.
- The NVRWP allows the City to exercise its legal right to provide recycled water to its regional partners..

**FIRST AMENDED AND RESTATED OCTOBER 13, 2015
NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM
JOINT POWERS AGREEMENT**

This Joint Powers Agreement is entered into by the City of Modesto, a California municipal corporation and charter city ("Modesto"), the City of Turlock, a California municipal corporation and general law city ("Turlock") and Del Puerto Water District, a California water district ("Del Puerto"), who agree as follows:

1. Definitions. For purposes of this Agreement, the words and phrases below will have the following meanings:

- 1.1. Agreement. This Joint Powers Agreement.
- 1.2. USBR. United States Bureau of Reclamation.
- 1.3. CEQA. California Environmental Quality Act and CEQA Guidelines.
- 1.4. Coordinating Committee. The Coordinating Committee created by Section 3.3(D).
- 1.5. Delta-Mendota Canal or DMC. A feature of the federal Central Valley Project originating at the Jones Pumping Plant and terminating at the Mendota Pool.
- 1.6. EIR/S. The joint NEPA-CEQA environmental impact report/environmental impact statement that will be prepared for the Project.
- 1.7. MOU. Memorandum of Understanding dated May 2010 establishing the North Valley Regional Recycled Water Project Collaborative Partnership.
- 1.8. NEPA. National Environmental Policy Act and NEPA regulations.
- 1.9. Partnership. The North Valley Regional Recycled Water Project Collaborative Partnership established by the MOU.
- 1.10. Parties. Modesto, Del Puerto and Turlock.
- 1.11. Policy Committee. The Joint Powers Policy Committee created by Section 3.3(A).
- 1.12. Project. The planning, environmental review, design, construction, operation, maintenance, and management of: a) a pump station, a pipeline and related facilities to convey Recycled Water from the Modesto wastewater treatment plant to a point of discharge at the Delta-Mendota Canal (the "Modesto Point of Discharge") (all of subsection a) being "the Modesto Project Component") and b) an existing pump station, a pipeline and related facilities to convey Recycled Water from the Turlock Regional Water Quality Control Facility (RWQCF) to the Modesto wastewater treatment plant where it will be conveyed via the Modesto Project Component to the Modesto Point of Discharge (the "Turlock Point of Discharge")(all of subsection b) being "the Turlock Project Component)". Within thirty (30) days of execution of this Agreement, Modesto and Turlock agree to meet

OK for Agenda
DM

and negotiate the terms and conditions under which Turlock will convey recycled water into the Modesto Project Component. If Modesto and Turlock do not agree to the terms and conditions under which Turlock will convey recycled water into the Modesto Project Component within ninety (90) days of execution of this Agreement, any party may terminate this Agreement by providing written notice of termination to the other parties.

1.13. Program Water. a) The quantity of Recycled Water produced by Modesto at its wastewater treatment plant and transported by the Project to the Delta-Mendota Canal, as agreed upon in a Water Supply Agreement(s) to be negotiated between the Parties subject to Section 4.4.

b) The quantity of Recycled Water measured by Turlock at the final effluent flow monitoring location within the RWQCF and transported by the Project to the Delta Mendota Canal, less that amount diverted to other users through existing turnouts along the Harding Drain Bypass pipeline, as agreed upon in a Water Supply Agreement(s) to be negotiated between the Parties subject to Section 4.4. In addition, Program Water shall not include recycled water used for Pedretti Park, the Walnut Energy Center and up to 2,000 acre feet per year provided to TID for agricultural irrigation purposes.

1.14. Recycled Water. Tertiary-treated effluent produced by Modesto's tertiary wastewater treatment plant and by Turlock's RWQCF that meets the then current National Pollutant Discharge Elimination System (NPDES) permit requirements and standards for delivery into the DMC.

1.15. Warren Act Contract. A contract pursuant to Federal Reclamation laws providing for storage and conveyance of non-Central Valley Project water in federal facilities subject to available capacity to carry out the Project.

2. Recitals. The Parties make this Agreement with reference to the following facts and circumstances, among others:

2.1. Modesto's Wastewater Disposal Need. By 2018, Modesto expects to produce up to 16,500 acre-feet per year of Recycled Water. Ultimately, based on growth projections as provided for in the EIR/S, Modesto expects to produce approximately 30,600 acre-feet per year of Recycled Water. Modesto desires a safe, reliable, cost-recovering, cost-avoiding and revenue-generating method of using its Recycled Water.

2.2. Turlock's Wastewater Disposal Need. Turlock currently produces up to 10,000 acre-feet per year of Recycled Water. Ultimately, based on growth projections as provided in the EIR/S, Turlock expects to produce up to approximately 28,450 acre-feet per year of Recycled Water. Turlock desires a safe, reliable, cost-recovering, cost-avoiding and revenue-generating method of using its Recycled Water.

2.3. Del Puerto's Water Need. Del Puerto seeks a reliable and affordable alternative source of water to supplement deliveries it receives from its Long-Term Water Service Contract with the USBR, which is its sole source of long-term water supply.

2.4. NVRRWP Collaborative Partnership. Modesto, Turlock and Del Puerto along with Stanislaus County and City of Ceres ("Ceres"), are parties to the MOU establishing

the North Valley Regional Recycled Water Project Collaborative Partnership. The purpose of the Partnership is to explore the feasibility of coordinating inter-agency efforts to expand the beneficial use of recycled water in the North Valley Region, as defined in the MOU. The MOU contemplates that the MOU parties may later approve amending its organizational structure if doing so would advance the mission and goals of the Partnership, or make it possible to obtain federal and state funding. Currently, Modesto, Turlock and Del Puerto endeavor to establish a Joint Powers Agreement. The other MOU parties - Stanislaus County, and Ceres - are not parties to this Agreement.

2.5. The Project. a) Modesto plans to implement, own, and operate the Modesto Project Component, which would convey Program Water from Modesto's wastewater treatment plant via an underground pipeline owned by Modesto under the San Joaquin River to the DMC Discharge Facility as described in Section 2.3.3 of the EIR/S, also owned by Modesto and licensed by the USBR to Del Puerto, which Program Water would then be re-diverted or stored under a Warren Act contract by Del Puerto for agricultural beneficial use within its boundaries. Modesto agrees not to utilize the DMC Discharge Facility for any purpose other than delivering Program Water to Del Puerto during the term of this Agreement.

b) Turlock plans to implement, own, and operate the Turlock Project Component, which would convey Program Water from Turlock's RWQCF via an underground pipeline owned by Turlock to Modesto's wastewater treatment plant for interconnection with the Modesto Project Component. The Program Water would be conveyed to the DMC via the Modesto Project Component and delivered to the DMC via the discharge facility licensed by the USBR for Del Puerto's use in the Warren Act Contract, from which the Program Water would then be re-diverted or stored through said Warren Act contract by Del Puerto for agricultural beneficial use within its boundaries.

2.6. Environmental Review. The Partnership has funded and, with the assistance of an engineering/ environmental consultant, completed Phase II of a Feasibility Study released in December 2013. Modesto, as the CEQA lead agency and the USBR, as the NEPA lead agency, with the assistance of same engineering/environmental consultant and others in the Partnership, are preparing a joint EIR/S, again being funded through the NVRWP Collaborative Partnership. On July 7, 2015 Modesto certified the EIR, and USBR is expected to publish a Notice of Availability for the EIS on September 11, 2015, and issue its Record of Decision for the EIS later this year.

2.7. Project Funding. The Parties anticipate that state and federal funding may become available to fund portions of the Project. If not, Modesto will fund the Modesto Project Component and Turlock will fund the Turlock Project Component. Modesto has currently submitted an application to the Clean Water State Revolving Fund for low-interest funding, listing Turlock and Del Puerto as a Partnering Agency. The Parties believe time is of the essence for supporting that application, and they anticipate that the execution of this Agreement may be beneficial to receiving funding.

2.8. Purpose of Agreement. The Parties have a mutual interest in the successful planning, design, construction, and operation of the Project. The Parties each have the authority to develop, construct, operate, and maintain water supply facilities and services. Modesto has the authority to operate and maintain a wastewater treatment plant that will produce Recycled Water that can be used as a water supply, as set forth in this Agreement.

Turlock has the authority to operate and maintain a wastewater treatment plant that will produce Recycled Water that can be used as a water supply, as set forth in this Agreement. Through the cooperative actions of the Parties, these powers can be exercised through this Agreement, wherein the Parties will work together to complete the Project. The Parties have agreed to collaboratively pursue planning and development of the Project. The principal goals of this Agreement are to pledge mutual support for applying for federal and state funding for the Project; to gain the required permissions for introduction of Recycled Water directly into the federal facility (DMC); to provide for the Policy and Coordinating Committees' assistance with administration of the Agreement; and provide the framework for a water supply agreement between the Parties.

3. Joint Exercise of Powers.

3.1. Authority. Each of the Parties is authorized to contract with the other for the joint exercise of certain common powers under the Joint Exercise of Powers Act (Government Code section 6500 and following). This Agreement is made pursuant to the Act and provides for the joint exercise of powers common to each of the parties, principally the power to put Recycled Water to productive use. In accordance with Government Code section 6509, the powers exercised under this Agreement will be subject to the restrictions upon the manner of exercising such powers pertaining to Modesto. As between Modesto, Turlock and Del Puerto, this Agreement supersedes the MOU. If there are any inconsistencies between this Agreement and the MOU, this Agreement will govern.

3.2. No Separate Agency Created. This Agreement does not create a separate joint powers agency or joint powers authority.

3.3. Joint Powers Committees.

(A) Policy Committee. There is created a Joint Powers Policy Committee consisting of one representative appointed by each Party. Each Party will appoint a representative to serve on the Policy Committee and an alternate to serve in the absence of the primary representative. Such representative shall be a Board Member, Mayor, or Council Member. The representative and alternate will serve at the pleasure of the appointing Party and may be removed and replaced at any time by the appointing Party. The Policy Committee shall provide general overall review and direction for the Project.

(B) Meetings. The time, frequency, and place of regular meetings of the Policy Committee will be determined by the Committee. The Policy Committee will meet no less frequently than annually, unless the Policy Committee decides otherwise. All meetings of the Policy Committee will be called, noticed, held, and conducted subject to the provisions of the Ralph M. Brown Act (Government Code section 54950 and following).

(C) Bylaws. The Policy Committee may adopt from time to time such bylaws for the conduct of its meetings and affairs as may be necessary or appropriate.

(D) Coordinating Committee. A Coordinating Committee will be appointed and shall consist of one representative of each Party, appointed by the governing body of that Party, and shall be the general manager, city manager, or other authorized staff member. The representative and an alternate will serve at the pleasure of the appointing Party and may be removed or replaced at any time by the appointing Party. The Coordinating

Committee shall oversee the specific activities to pursue and implement the Project and shall have the following responsibilities:

(1) To provide advice, consultation, and coordination for funding the Project and the required permits and approvals for carrying out the objectives of the Project;

(2) To assist the staff and consultants of the Parties in Project development-related tasks and matters;

(3) To assist with public education and outreach in support of the Project and to assist the Policy Committee in engendering public and political support for the Project;

(4) To advise and consult in connection with the CEQA/NEPA environmental review process; and,

(5) To periodically report to and update the Policy Committee on matters relating to the Project.

(E) Administration. Modesto is appointed as the administrating agency under this Agreement. Modesto, acting in furtherance of development of Project will employ consultants and staff, enter into agreements, make expenditures, incur debt, and take such actions as necessary or useful to implement the overall Project, in consultation with the Coordinating Committee; provided, further, that with respect to the Modesto Project Component, the City of Modesto may retain or employ consultants and staff, enter into agreements, make expenditures, incur debt, and take such other actions as necessary or useful to implement the Modesto Project Component, in consultation with the Coordinating Committee; with respect to the Turlock Project Component, the City of Turlock may retain or employ consultants and staff, enter into agreements, make expenditures, incur debt, and take such other actions as necessary or useful to implement the Turlock Project Component, in consultation with the Coordinating Committee; and with respect to specific components of the Project other than the Modesto or Turlock Components, Del Puerto may retain or employ consultants and staff, enter into agreements, make expenditures, incur debt, and take such other actions as necessary or useful to implement such components, in consultation with the Coordinating Committee.

4. Project Planning and Development Cooperation.

4.1. Funding, Permits and CEQA. The Parties agree that they will cooperate and collaborate and use their best efforts regarding the following Project-related actions:

(A) To apply for and obtain grants, loans, and other funding to pay for the Project's design and construction, including, but not limited to, seeking funding from the USBR, State Water Resources Control Board, and other sources;

(B) To apply for and obtain all other necessary federal, state, and local government agency permits and approvals related to the Project, including, but not limited to, securing the City's water rights and NPDES discharge permits, securing DPWD's long-term Warren Act Contract with the USBR for introduction, storage and conveyance of the Program Water in the DMC, or any other authorizations required for the Program Water to be introduced into the DMC;

(C) To prepare and complete the Project EIR/S with Modesto serving as a CEQA lead agency, the USBR serving as NEPA lead agency, and Turlock and Del Puerto as CEQA/NEPA responsible/cooperating agencies under separate MOU's.

4.2. Ownership of the Project Facilities. If the Parties decide to proceed with the Modesto Project Component approval and development, Modesto will finance, design, acquire lands and rights-of-way for, and acquire licenses and permits to, construct, own, operate, and maintain the Modesto Project Component facilities and improvements subject to repayment by Del Puerto under the terms of the agreement in section 4.4 (A). All of the licenses and permits for the Modesto Project Component will be held by Modesto, except as otherwise provided for in Section 4.4 (C). If Turlock decides to proceed with the Turlock Project Component approval and development, Turlock will finance, design, acquire lands and rights-of-way for, and acquire licenses and permits to, construct, own, operate, and maintain the Turlock Project Component facilities and improvements subject to repayment by Del Puerto under the terms of the agreement in section 4.4 (A). All of the licenses and permits for the Turlock Project Component will be held by Turlock, except as otherwise provided for in Section 4.4 (C).

4.3. Modesto's and Turlock's obligations under this Section are subject to completion of the final EIR/S for the Project and implementation of any EIR/S mitigation measures that are included in the approved final EIR/S.

4.4. Responsibility for Project Professional Services Costs. Each Party will be responsible for its own staff, engineering, attorney, other consultant and staff costs and expenses relating to the design and permitting of its respective Project component pursuant to this Agreement, subject to possible reimbursement by Clean Water State Revolving Funds pursuant to Section 2.7.

4.5. Water Supply Agreement.

(A) Agreement to Meet and Negotiate. The Parties will meet and negotiate, through the Coordinating Committee or other representatives of the Parties, a water supply agreement or agreements for the sale of Program Water to Del Puerto. The Parties agree to engage in good faith, exclusive negotiations with the objectives of securing for Modesto and Turlock a reasonable return of the Project costs and a reasonable recoupment of the cost of Project operations, generating revenue as Project costs are repaid, while securing for Del Puerto an affordable reliable and long-term supply of Program Water. Modesto and Del Puerto have approved an initial term sheet; if Turlock and Del Puerto do not approve an initial term sheet to serve as the basis for a long-term water supply agreement within 120 days after the date of this Agreement, then any Party may terminate this Agreement by providing written notice of termination to the other Parties. The Parties agree that funding of the Project design and construction may not start unless and until the Parties approve a term sheet for the long-term water supply agreement for the Project.

(B) Take-or-Pay Clause. Unless the Parties agree otherwise, any water supply agreement will include a take-or-pay provision that obligates Del Puerto to take the agreed upon amount of Program Water produced per year or pay a sum agreed to in the water supply agreement.

(C) USBR Requirements. Unless the Parties agree otherwise, any water supply agreement will include the requirement that Del Puerto be responsible for all steps necessary, including all costs, for obtaining any permit, license, Warren Act contract and other authorizations from the USBR necessary to allow the introduction, conveyance and/or storage of Program Water into and from the DMC.

(D) SWRCB/RWQCB Requirements. Unless the Parties agree otherwise, any water supply agreement will include the requirement that Modesto and Turlock each be separately responsible for all steps necessary, including all costs, for obtaining and complying with any discharge permit, water right, or other authorizations necessary from the permitting agencies to support the initial and ongoing introduction of that City's Program Water into the DMC for its beneficial use for agricultural purposes by DPWD within its boundaries.

(E) Sale, Transfer, or Assignment of Program Water. Any water supply agreement will include the requirement that Del Puerto may not sell, lease, transfer, and loan or in any other manner direct or convey Program Water to anyone other than its customers within its district boundaries, except as Program Water may be sold, leased transferred or loaned to refugees as contemplated in the EIR/S.

(F) Point of Delivery. Any water supply agreement will provide that the point of delivery is the point where the Project facilities deliver Program Water into the DMC.

(G) "Re-opener" Clause. Unless the Parties agree otherwise, any water supply agreement will include a provision providing for adjustment of the price Del Puerto pays Modesto and/or Turlock for Program Water in relation to increased costs incurred, if waste water treatment methods and costs are modified from that required under the initial term of the NPDES permit and/or USBR requirements for delivery into the DMC, which absent such changed conditions for delivery into the DMC could have been discharged into the San Joaquin River.

5. Termination.

5.1. Term. This Agreement will terminate on the earlier of 40 years from the effective date of the Warren Act Contract, or on January 1, 2020 if a Warren Act Contract is not executed by December 31, 2019, unless otherwise extended by written agreement of the Parties.

5.2. Material Breach. If a Party commits a material breach of the Agreement or any water supply agreement entered into under Section 4.4, any affected non-breaching Party may terminate the Agreement by giving notice to the other Party or Parties. The remedy described in this section is cumulative with all other legal or equitable breach of contract remedies.

5.3. Unanimous Consent. This Agreement may be terminated by unanimous written consent of the Parties, except unanimous written consent is not required for termination set forth in Section 4.4(A).

6. General Provisions.

6.1. Indemnification. Each Party shall indemnify, defend, protect, and hold harmless the Agency and the other Parties, and their respective directors, officers, employees, agents, and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness, consultant fees, and litigation costs) of every nature arising out of or in connection with the Party's acts or omissions related to performance under this Agreement, breach of or failure to perform under this Agreement, or misconduct relating to this Agreement.

6.2. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

6.3. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in construing or interpreting this Agreement.

6.4. Severability. If any part of this Agreement is held to be void, invalid, illegal, or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, so long as the rights and obligations of the parties are not materially and adversely affected.

6.5. Assignees. No Party may assign, delegate, transfer, or subcontract any of its rights, duties, obligations, or other interests in this Agreement without the other Party's prior written consent. Any assignment, delegation, transfer, or subcontract in violation of this provision is null and void and grounds for the other Party to terminate the Agreement.

6.6. Force Majeure.

(A) "Force majeure" means an act, event, or condition that (i) is beyond the reasonable control of the Party claiming force majeure, (ii) materially interferes with or delays performing an obligation of the Party under this Agreement, and (iii) the Party, by the exercise of due diligence, is unable to prevent or overcome. If these three elements are satisfied, force majeure includes a labor dispute such as a strike or lockout (except a labor dispute involving employees of a Party), failure or refusal of any person or entity (other than a Party) to comply with an agreement to obtain or ship material or equipment, industrial disturbance, act of a public enemy, war, blockade, insurrection, riot, epidemic, civil disturbance, explosion, sabotage, threat of physical harm or damage resulting in the evacuation or shutdown of a Party's facilities, landslide, lightning, earthquake, volcanic eruption, fire, flood, washout, other natural disaster (except weather conditions normal for the area), and restraint by court order or government agency (other than a Party) having jurisdiction over the Party. Force majeure does not include any act, event, or condition that is the result of the Party's willful or negligent act, error, or omission, failure to exercise reasonable diligence, or breach of this Agreement.

(B) A Party is excused from an obligation under this Agreement in the event that the Party is rendered unable, wholly or in part, by force majeure to carry out the obligation. A Party's performance will be suspended only during the continuance of the force majeure condition and the Party will perform all other obligations not affected by the force majeure condition. Upon the occurrence of an event of force majeure, the Party claiming force majeure must give notice and full particulars of the force majeure in writing to the other Party and, to the extent reasonably practical, use its best efforts to promptly implement a plan to ensure the continued ability to perform its obligations and promptly bring to an end the force majeure condition.

6.7. Amendment. This Agreement may be modified or amended only by a later writing approved by the governing board of all parties and signed by all parties.

6.8. Governing Law. Except as otherwise required by law, this Agreement will be interpreted, governed by, and construed under the laws of the State of California.

6.9. Notices. Any notice, demand, invoice, or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by facsimile transmission with delivery to the other Party confirmed by a successful-delivery confirmation receipt if the document also is sent within two days by prepaid, first class U.S. mail, or (d) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices, etc. shall be addressed as follows:

<p>Del Puerto: General Manager Del Puerto Water District P.O. Box 1596 Patterson, CA 95363</p>	<p>City: City Manager City of Modesto P.O. Box 642 Modesto, CA 95354</p>
<p>Turlock: City Manager City of Turlock 156 S. Broadway Turlock, CA 95380</p>	

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) upon receipt of the facsimile machine successful-delivery confirmation, or (d) on the date of delivery as shown on the overnight courier service receipt. Any Party may change its contact information by notifying the other Party of the change in the manner provided above.

Executed on _____

DEL PUERTO WATER DISTRICT

CITY OF MODESTO

By: _____
President

By: _____
City Manager

Attest:

Secretary

Attest:

City Clerk

Approved as to Form:

General Counsel

Approved as to Form:

City Attorney

CITY OF TURLOCK

By: _____
Manager or City Manager

Attest:

City Clerk

Approved as to Form:

City Attorney



Council Synopsis

October 13, 2015

From: Michael Cooke, Municipal Services Director

Prepared by: Garner Reynolds, Regulatory Affairs Manager
Dan Madden, Utilities Specialist

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the staff report on proposed recycled water program rules and regulations.

Resolution: Adopting the Recycled Water Program establishing the rules, regulations, standard specifications and drawings governing the use of recycled water produced and distributed by the City of Turlock

2. DISCUSSION OF ISSUE:

The City owns and operates a Regional Water Quality Control Facility that produces tertiary treated wastewater suitable for unrestricted beneficial reuse.

As the State of California enters the fifth year of drought, City staff has developed a program to allow residential and commercial haulers to pick up recycled water for home irrigation and construction related use. Once the program is implemented, permitted users will be able to fill suitable containers at a self-serve filling station located at the Regional Water Quality Control Facility on Walnut Road. Residential customers will be able to obtain up to 300 gallons at a time free of charge. Residential or Commercial users seeking greater than 300 gallons at a time will be charged the existing off-site construction water rate of \$1.93/1,000 gallons.

This program was developed in keeping with the State goal of increasing the use of recycled water in the state over 2002 levels by at least 1,000,000 acre-feet per year by 2020 and by at least 2,000,000 acre-feet per year by 2030. The City, in an effort to assist in meeting this goal, has developed Rules and Regulations for Recycled Water Use, Standards and Specifications in compliance with California State Water Resources Control Board regulations (Exhibit I).

In order to implement this program, the City is obligated to adopt the Rules and Regulations for Recycled Water Use and certain Standard Specifications and Drawings for the use of recycled water and as updated from time to time.

3. BASIS FOR RECOMMENDATION:

- A. During the current drought and into the future, the provision of recycled water for non-potable uses as a substitute for potable water is one of the best conservation practices available.
- B. Use of recycled water in California is a common occurrence and has developed strong support from the public.
- C. The State of California encourages the proper use of recycled water and has established goals to increase its use.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Staff anticipates nominal revenue in the form of recycled water sales to large users utilizing the Construction water rate identified in the Turlock Municipal Code 6-5-701 of \$1.93/1,000 gallons. Revenue generated will be deposited into Fund 410-51-530.37010, Miscellaneous General.

Budget Amendment

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

As a part of the permitting process with the state a Categorical Exemption was filed and approved.

7. ALTERNATIVES:

- A. Not move forward with the proposed recycled water program. Staff does not recommend this alternative due to the positive benefits it will have on our drinking water supply, as well as meet the needs of our community for a reliable supply of water for non-potable uses.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE }
RECYCLED WATER PROGRAM ESTABLISHING }
THE RULES, REGULATIONS, STANDARD }
SPECIFICATIONS AND DRAWINGS }
GOVERNING THE USE OF RECYCLED WATER }
PRODUCED AND DISTRIBUTED BY THE CITY }
OF TURLOCK }

RESOLUTION NO. 2015-

WHEREAS, the City owns and operates a Regional Water Quality Control Facility that produces tertiary treated wastewater suitable for unrestricted beneficial reuse; and

WHEREAS, in February 2009, the State Water Resources Control Board unanimously adopted, as Resolution No. 2009-0011, an updated water recycling policy, which includes the goal of increasing the use of recycled water in the State over 2002 levels by at least 1,000,000 acre-feet per year by 2020 and by at least 2,000,000 acre-feet per year by 2030; and

WHEREAS, the State of California declared that the people of the State have a primary interest in the development of facilities to recycle water containing waste to supplement existing surface and underground water supplies and to assist in meeting the future water requirements of the state; and

WHEREAS, the State of California declared that the primary interest of the people of the State in the conservation of all available water resources requires the maximum reuse of reclaimed water in the satisfaction of requirements for beneficial uses of water; and

WHEREAS, the City, in an effort to assist in meeting this goal has developed Rules and Regulations for Recycled Water Use, Standards and Specifications in compliance with California State Water Resources Control Board regulations; and

WHEREAS, the City has prepared Rules and Regulations for Recycled Water Use in Exhibit I, which provides a compilation of the criteria for the planning, design, construction, operation, maintenance and use of recycled water as administered by the City and;

WHEREAS, in order to implement this program, the City is obligated to adopt the Rules and Regulations for Recycled Water Use and certain Standard Specifications and Drawings for the use of recycled water.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt the Recycled Water Program establishing the rules, regulations, standard specifications and drawings governing the use of recycled water produced and distributed by the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California

City of Turlock Recycled Water Program



Rules & Regulations for Recycled Water User

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Abbreviations

Abbreviations used throughout this document are listed below for reference. Definitions for terms are listed in *Appendix A - Definitions*.

AWWA American Water Works Association

DDW Division of Drinking Water, formerly the California Department of Public Health Drinking Water Field Operators Branch (Stockton, CA)

NPDES National Pollutant Discharge Elimination System

City City of Turlock

RP Device Reduced Pressure Principal Backflow Prevention Device

RWQCB Central Valley Regional Water Quality Control Board

Title 22 California Code of Regulations, Title 22

UPC Uniform Plumbing Code

Introduction

Purpose

This document contains information about the City of Turlock's (herein referred to as "City") Recycled Water Program including the rules, regulations, and guidance for the operation and expansion of on-site recycled water facilities, agricultural use of recycled water, mobile residential landscape recycled water use and mobile commercial use of recycled water (hereinafter "Rules and Regulations"). This document covers requirements for future and existing sites and should give the User information necessary to meet all applicable regulations. Every effort has been made to ensure that facilities operated and expanded on the basis of this document will comply with all existing codes, laws, statutes, and regulations concerning the use of recycled water.

Authority and Sources

This document draws on a number of references concerning the use of recycled water. Of primary importance are the General Waste Discharge Requirements for Recycled Water Use as adopted by the State Water Resources Control Board Order WQ 2014-0090-DWQ, the regulations regarding the use of recycled water ("Title 22") circulated by the SWRCB Division of Drinking Water (DDW) formerly titled State of California Department of Public Health and the Guidelines for Distribution of Nonpotable Water developed by the California-Nevada Section of the American Water Works Association (AWWA).

This document was developed specifically for User of the Turlock Recycled Water Program and it takes precedence over general guidelines (including AWWA guidance documents) where differences are noted. Since codes, laws, statutes, and regulations can change without prior approval or knowledge of the City; the City does not assume any liability for errors in this document. It is the responsibility of the User to obtain written approval from the City before initiating any changes to their on-site recycled water system or use of recycled water provided by the City. Interested parties may contact the City for copies of documents referenced in the Rules and Regulations.

Acknowledgement

In preparing this document, the City acknowledges the assistance of a number of agencies including DDW and the Central Valley Regional Water Quality Control Board (Regional Board).

Severability

If any section, subsection, clause, or phrase of these Rules and Regulations is determined to be invalid the remaining portions of these Rules and Regulations shall remain in effect.

City of Turlock Contact Information

Any questions regarding the Rules and Regulations should be addressed to the City's Recycled Water Program Coordinator:

Wayne Clay

Phone: (209) 668-5590 Cell: (209) 535-0287

Email: wclay@turlock.ca.us

Section I - Planning for Recycled Water Use

Determination to Provide Recycled Water

Since the beginning of 2006, the City of Turlock has operated a disinfected tertiary wastewater treatment system. Tertiary treated wastewater from the Turlock Regional Water Quality Control Facility (RWQCF) discharges year-round to the San Joaquin River. In addition, the City also provides tertiary treated water for the Walnut Energy Center Co-Generation Facility owned by Turlock Irrigation District (TID) for cooling water purposes as well as irrigation for the City's Pedretti Park Sports Complex. As the City's Recycled Water Program expands, additional users may be added to the system. However, the City recognizes that future expansions of the program will require application to the Regional Board for coverage under State Water Resources Control Board (SWRCB) Order WQ 2014-0090-DWQ "water reclamation requirements" and the submission of a Notice of Intent, a Title 22 Engineering Report to the Regional Board and the DDW and any appropriate environmental reports to comply with the California Environmental Quality Act (CEQA).

Protection of Public Health

The City reserves the right to take any action necessary with respect to the operation of the User recycled water system to safeguard the public health. If real or potential hazards are evidenced any time during construction or operation of the recycled water system, the City reserves the right and has the authority to terminate recycled water service immediately, without notice. These hazards include, but are not limited to cross-connections with the potable system, improper tagging, signing, marking, or unapproved/prohibited uses.

Approved Uses of Recycled Water

Approved uses of disinfected tertiary recycled water may include, but are not limited to: agricultural, water for industrial purposes (including process cooling water) residential landscape irrigation, construction water, and other uses as approved by the City identified within Title 22 California Code of Regulations.

Every user of recycled water must have prior written approval from the City before receiving disinfected tertiary recycled water. The State of California regulates the use of recycled water, pursuant to Title 22 and SWRCB requirements. Sites may only use disinfected tertiary recycled water for uses specifically approved by the City, DDW and the SWRCB.

This Recycled Water Program covers the proper use of recycled water for Industrial Processes (fixed system), Mobile Commercial use (soil compaction, dust control, cement mixing, and landscape irrigation), and Mobile Residential use for landscape, gardening and water features. Every user of recycled water must have prior approval from the City before receiving recycled water. Sites may only use recycled water for those uses specifically approved by the City and DDW.

Local Authority

The City of Turlock is the recognized local authority. The local authority is the provider of recycled water to the user and is responsible for implementation and enforcement of the Rules and Regulations.

Procedures for Obtaining Recycled Water Service

Potential recycled water users must submit an application for a recycled water permit and submit plans for review and approval, as appropriate. Permit approval will be contingent upon evidence that all State regulatory requirements including Title 22 Engineering Study, Notice of Intent, CEQA and applicable design requirements for a recycled water system are satisfied and that the system as designed can be operated in accordance with the Program Rules and Regulations. Upon complying with all provisions of the permit, the City will furnish recycled water to the user.

SECTION II - STANDARD SPECIFICATIONS AND OPERATION & MAINTENANCE TO RECEIVE RECYCLED WATER AND TO EXPAND/MODIFY RECYCLED WATER SYSTEMS FROM A FIXED RECYCLED WATER DISTRIBUTION SYSTEM FOR INDUSTRIAL PURPOSES, LANDSCAPE IRRIGATION AND LANDSCAPE IMPOUNDMENTS

This section applies to those Users that are approved to connect to the City's recycled water distribution system for industrial process water use, landscape irrigation, landscape impoundments or similar allowable uses of recycled water.

Exceptions for Existing Landscape Irrigation Systems

With the exception of pipe identification and pipe separation, facilities where the existing buried piping system is converted from potable or non-potable to recycled water must meet the same requirements as new facilities. Any new buried piping added to existing piping must meet the identification and separation requirements for new systems. In addition, any existing piping four (4) inches or larger uncovered for any reason during construction must be marked according to pipe identification requirements to the extent feasible.

Separation Requirements

The minimum separation distances set forth in this section shall be measured from the nearest outside edge of each pipe barrel.

Horizontal Separation

All recycled water service laterals and meters must be at least ten (10) feet (horizontal separation) from the nearest potable water facility, including pipelines, meters, and hydrants.

A minimum horizontal separation of ten (10) feet between parallel, buried recycled and potable water pipelines should be maintained. If a ten foot horizontal separation is not practical, a separation of at least four (4) feet may be allowed subject to special construction conditions.

Solvent welded PVC pipe on recycled water system
Restrained PVC pipe for recycled or potable water
Restrained joint ductile iron pipe on recycled water system
Soldered copper pipe on recycled water system
Sleeve potable pipe
Sleeve recycled pipe

Vertical Separation at Crossings

Where a buried constant pressure recycled water pipeline crosses a buried potable water pipeline, it must be located a minimum of one (1) foot below the potable water pipeline. Recycled water pipelines are allowed over potable water pipelines with a minimum of one (1) foot vertical separation if a full standard pipe length is centered over the crossing, or the recycled water pipeline is installed in a pipe sleeve which extends a minimum of ten (10) feet on either side of the potable water piping.

When expanding or modifying the recycled systems, designers should check to see that laterals and meters that serve their site meet these requirements. In the event that a horizontal separation is less than the requirement, designers should bring this to the attention of the developer and the City before proceeding.

Pipe Class

Type of Recycled Water Piping	Size	Class
Constant pressure PVC	1.5" diameter and smaller 2.0" diameter and larger	Schedule 40 or greater Class 315 of greater
Intermittent pressure PVC lateral piping		Class 200 or greater
Copper piping		Type "K" or greater

Depth of Cover and Thrust Blocking

All on-site recycled water piping must be buried to a minimum depth from finished grade to top of pipe (minimum cover) according to the following schedule:

Type of Recycled Water Piping	Minimum Cover
Intermittent Pressure (all sizes)	12"
Constant Pressure, 2.5" diameter and smaller	18"
Constant Pressure, 3" diameter and larger	24"

All recycled water piping other than PVC piping with solvent welded joints must be protected against movement with thrust blocks or restrained joints or other approved methods conforming to UPC Section 609.1.4.

Backflow Prevention

Since recycled water is not used for drinking purposes, *backflow protection is not typically necessary on recycled water systems*. However, the City must ensure the User does not compromise the quality of the recycled water in the distribution system. Therefore, the City will require backflow protection on the Users recycled water system if it is determined there is a backflow hazard on-site which threatens the integrity of the distribution system. Examples of sites that may be required to install backflow protection devices are:

Irrigation sites where direct chemical fertilizer injection systems are installed on the irrigation system

Irrigation sites where recycled water impoundment may cause a backflow hazard

In such cases, backflow prevention devices may be required at the recycled water service connection or at specific, on-site locations as appropriate to the situation. Backflow prevention assemblies must be shown on plans and a type approved by DDW. It will be the responsibility of the User to provide test reports for on-site backflow prevention devices. Devices must be properly maintained, inspected quarterly, and tested at least annually. Backflow prevention devices, when required on recycled water systems, must be conspicuously labeled. Test equipment must be dedicated for use only with recycled water. Backflow testing equipment used for recycled water must not be reused on potable water systems.

Protection of Public Potable Water Systems

Although not normally a part of on-site recycled water irrigation systems, it must be noted that backflow prevention devices are a required and important part of potable water service connections to sites where recycled water is used. At premises where both recycled water and potable water are present in separate piping systems with no interconnection, a reduced pressure (RP) principal backflow prevention device must be located as close as practical to the downstream side of every potable water meter.

All RP devices must be inspected quarterly and tested at least annually. The User is responsible for coordinating the testing. An AWWA-certified backflow prevention device tester recognized by the City must perform the device testing. Test reports must be provided to the City and the User, and the City and User must maintain records for a minimum of three (3) years.

No Cross-Connections

No cross-connections are allowed between the recycled water system and any other water system.

Prevent Overspray, Runoff, and Ponding

Irrigation systems must be designed and operated to minimize overspray, runoff, and ponding. Designers must specify appropriate irrigation devices to prevent overspray. In the event that, during the coverage test, noticeable overspray, runoff, and/or ponding is observed, facilities must be adjusted or removed and relocated as needed.

Protection of Drinking Fountains and Outdoor Eating Areas

Drinking fountains, outdoor eating areas, and other similar facilities (e.g. snack bars) located within the approved use area must be protected from overspray or contact with recycled water. Protection may be accomplished by relocating the irrigation system, or relocating or modifying the protected facilities.

Protection of Aquifers

Irrigation systems must be designed so that irrigation with recycled water does not take place within 50 feet of any domestic water supply well. In addition, recycled water impoundments must be located at least 100 feet (horizontal separation) from any domestic water supply well.

Hose Bibs

Hose bibs are not allowed on recycled water systems where the general public is allowed access. Only quick couplers that differ from those used on the potable water system shall be used on the portions of the recycled water piping system in areas subject to public access.

Design Approval

Before any existing recycled water system is modified, on-site recycled water system plans prepared by the User must be approved by the City, the DDW and the RWQCB. Approval will be contingent upon evidence that all applicable design requirements for a recycled water system are satisfied and that the system as designed can be operated in accordance with the City Rules and Regulations. While the City and the DDW review plans, the User is responsible for meeting all applicable requirements, even those requirements not shown on the approved plans.

INFORMATION REQUIRED ON RECYCLED WATER USE FROM A FIXED RECYCLED WATER DISTRIBUTION SYSTEM FOR INDUSTRIAL PURPOSES, LANDSCAPE IRRIGATION AND LANDSCAPE IMPOUNDMENTS

The following is a brief list of the information required on the plans for an on-site recycled water system, including modifications to existing systems. Note that compliance with every item on this list does not guarantee the plans will be approved since regulations and policies may change and some sites may require additional provisions.

Indicate all sources of water on the plans.

Show the location and size of all water meters on the piping plans.

Show the location and type of all backflow prevention devices for potable water systems (generally, backflow prevention devices are not used on recycled water systems).

Show location and type of all strainers, pressure regulating valves, and master valves.

Show location of all water pipelines (including potable and well lines) crossing the site. If space does not permit this information to be placed on the irrigation plans, then a separate site or utility plan can be used to show this information. Exception for an existing irrigation system converting to recycled water: Although it may not be possible to show the location of all water pipelines at this type of site, all locations where future recycled water piping must be separated from the potable water piping must be clearly indicated on the plans.

Clearly identify all adjacent streets and locations of all major improvements on the site.

Show the location of all drinking fountains, outdoor eating areas, and other public facilities supplied with recycled or potable water service. Public facilities include, but are not limited to, restrooms, snack bars, swimming pools, wading pools, decorative fountains, and showers.

Show all pipelines feeding all of these facilities.

Show the location of all wells, lakes, ponds, reservoirs, or other water impoundments located on the site or within 100 feet of the site, and indicate the type of water source.

Indicate the separation between potable and recycled water lines meets minimum requirements.

Show appropriate protections as required where recycled water pipelines cross over potable water pipelines.

When potable water piping is not present on the site, state in a note that the cross-connection test required by the City is waived for sites where potable water piping is not present.

Show all details necessary to properly expand/modify the system, including the details conforming to the City's requirements. The purpose of the details are to show the materials and methods necessary to clearly identify all water systems on the site.

For irrigation equipment include a legend specifying all materials of construction for the system, including:

A pipe schedule listing pipe sizes, materials of construction, and type of water conveyed by the piping.

A listing of valve types, including quick coupling valves.

All pertinent information for each type of sprinkler head and/or emitter.

Indication of purple-colored pipe with recycled water stenciling and quick coupling valves with purple covers where recycled water is used.

All sites using recycled water must post clearly visible advisory signs, indicating the use of recycled water at the site (see Section IV for installation criteria and Appendix C for examples of a sign design). Show proposed sign locations on plans.

For many sites, typical locations for signs are at the property line near crosswalks, at driveway entrances, and at outdoor eating areas.

For streetscapes (parkways, frontage or backup landscaping), place signs at street corners and entrance areas as appropriate to notify a passersby. In any case, signs must be placed no further than 1,000 feet apart.

For medians, a sign should be placed at the beginning and end of every median, and approximately midway equidistant from the ends of the median for longer median areas.

For decorative fountains, ponds, and other water features, see the Decorative Fountains, Ponds and Other Water Features section for more information.

INSTALLATION AND CONSTRUCTION INSPECTION FOR RECYCLED WATER FROM A FIXED RECYCLED WATER DISTRIBUTION SYSTEM USE IN INDUSTRIAL PURPOSES, LANDSCAPE IRRIGATION AND LANDSCAPE IMPOUNDMENTS

INSTALLATION CRITERIA

Pipe Identification

All new piping used in expanding/modifying the existing system must be installed according to the approved plans and marked per these requirements to clearly distinguish between recycled water and potable water systems.

1. Identification of Buried Recycled Water Lines

The use of purple colored pipe with continuous wording "RECYCLED WATER – DO NOT DRINK" printed on opposite sides of the pipe is the preferred method for identification of new buried recycled water piping (constant-pressure mainlines/intermittent-pressure laterals). Pipes must be laid with wording facing upwards.

An acceptable alternative: all new buried recycled water lines (constant-pressure mainlines/intermittent-pressure laterals) must be identified by continuous lettering on three inch (3") minimum width, purple marking tape with one inch black or white contrasting lettering bearing the continuous wording "RECYCLED WATER – DO NOT DRINK." This tape must run continuously on top of all piping (mainlines and laterals) and must be attached to piping with plastic tape banded around the marking tape and the pipe every five feet on center. Marking tape must extend to all valve boxes and/or vaults and exposed piping.

2. Identification of Existing Buried Recycled Water Lines

Existing buried piping which will be converted to recycled water use does not need to be marked unless the piping becomes exposed, such as during installation of new pipeline, modification of the system or maintenance of existing pipe. The exposed section must be marked as indicated above for new piping.

3. Identification of Above Grade Recycled Water Lines

All above grade recycled water pipelines, whether new or existing, must be labeled with the words "RECYCLED WATER - DO NOT DRINK" and color-coded purple to differentiate recycled

water pipelines from potable water pipelines. If purple identification tape is used to label the pipe and/or color code the pipe, the tape must be adhesive, permanent, and resistant to environmental conditions. Purple bands may also be painted around the circumference of the pipe at ten-foot intervals for color-coding. Purple PVC pipe is not an acceptable alternative for color-coding because the purple color will fade when exposed to sunlight.

4. Identification of Recycled Water Lines Inside Structures

Exposed (not buried) constant pressure recycled water irrigation pipelines, such as copper or galvanized pipelines, that might be used in a structure such as a parking garage to route recycled water, must be identified per UPC Appendix J, with the exception that the labeling on the piping must read "RECYCLED WATER – DO NOT DRINK." Intermittent-pressure lines inside a structure must be identified by affixing decals to this piping at ten-foot intervals and wherever the piping changes directions. These decals must be purple in color and must be imprinted in nominal one-inch-high, black, uppercase letters, with the words "RECYCLED WATER – DO NOT DRINK," and must be adhesive, permanent, and resistant to environmental conditions.

Valve Boxes

All remote control valves, isolation valves, pressure reducing valves, and strainers for on-site recycled water systems must be installed below grade in a valve box. Green, black, or purple valve boxes and lids are acceptable.

Valve boxes must have an advisory label or "nameplate" permanently molded into or affixed onto the lid with rivets, bolts, etc. Labels must be constructed of a purple weatherproof material with the wording "RECYCLED WATER - DO NOT DRINK" permanently stamped or molded into the label.

Quick Coupling Valves

The portions of the recycled water piping system that are in areas subject to access by the general public shall not include hose bibs. Only quick couplers that differ from those used on the potable water system shall be used on the portions of the recycled water piping system in areas subject to public access

New quick coupling valves must be made specifically for recycled water use. New quick coupling valves must be 3/4-inch or one-inch nominal size and of brass construction with a maximum working pressure of 150 psi. The covers on all new quick coupling valves must be permanently attached and made of purple rubber or vinyl with the words "RECYCLED WATER-DO NOT DRINK" imprinted on the locking cover. To prevent unauthorized use, the valve must only be operated by a special coupler key for opening and closing the valve. New quick coupling valves must be installed approximately 12 inches from walks, curbs, header boards or paved areas. Quick coupling valves used in the recycled water system must be installed in a valve box, where applicable, and a recycled water identification tag must be permanently attached to the quick coupling valve or the inside of the box so that it is clearly visible when the box lid is removed.

Any wands, sprinkler heads, fittings, or other attachments used in conjunction with the quick coupling valves must be labeled with the words, "RECYCLED WATER - DO NOT DRINK." Attachments used in a recycled water system must not be used in a potable water system.

The installation of quick coupling valves on a potable water system in the vicinity of a recycled water irrigation system must be of a different type to prevent accidental cross-connection or

contamination by accidentally interconnecting or interchanging attachments. Keys and attachments must not be interchangeable. Retrofitted potable water system quick coupling valves must be modified to meet standards for new recycled water quick coupling valves.

Other Valves and Devices

1. Isolation Valves

New and existing isolation valves must be installed in a marked valve box with a recycled water identification tag on the valve operator or, if the valve operator is too deep to reach they shall be installed at the top of the valve box extension.

2. Remote Control Valves

New and existing remote control valves must be installed in a marked valve box with a recycled water identification tag on the valve.

3. Pressure Regulating Valves and Strainers

New and existing pressure regulating valves and strainers must be installed in a marked valve box with a recycled water identification tag on the valve/strainer.

4. Water Meters, Pumps, Pump Control Valves, Air/Vacuum Relief Valves

The above referenced recycled water devices must be tagged with a recycled water identification tag.

5. Recycled Water Backflow Prevention Devices

If applicable, these devices must be tagged with a recycled water identification tag.

6. Potable Water System Devices

At recycled water use sites where potable water is used, all potable water meters and above grade water devices, such as backflow prevention devices and hose bibs, must be tagged or labeled with potable water identification tags or labels.

Identification Tags and Stickers

Identification tags and stickers must be weatherproof and durable, such as plastic or plastic coated. Recycled water identification tags and stickers must have a purple background with permanent black lettering stating "RECYCLED WATER - DO NOT DRINK. Potable water identification tags and labels must have a blue background with "POTABLE WATER" in permanent black lettering.

Irrigation Controllers

New recycled water system controllers must be automatic with multiple start/stop times for any 24 hour period and installed according to the approved plans and local codes. All recycled water system controllers must be identified by affixing a sticker or "nameplate" to the outside of the controller cabinet, the inside of the controller cabinet, or the outside or inside of the controller cabinet enclosure. Stickers or nameplates must be weatherproof, and must contain wording in English and Spanish indicating the controller is for a recycled water system.

Irrigation and Water Feature Advisory Signs

All sites using recycled water must post clearly visible signs conforming to the requirements of the City Recycled Water Program and be installed per the locations indicated on the approved plans.

Irrigation Systems at Fenced Facilities

Advisory signs indicating the use of recycled water must be installed at all entrances to the User facility. The City may require additional signage on a case-by-case basis.

Irrigation Systems at Facilities Not Surrounded by Fences

Advisory signs must be placed where they can be easily seen. To the extent necessary to advise passersby, signs must be posted at the property line near crosswalks, driveway entrances, outdoor eating areas, or as otherwise determined by the City. For streetscapes (parkways, frontages or backup landscaping), place signs at street corners as appropriate to notify passerby. Signs must be placed no further than 1,000 feet apart. For medians, a sign is usually placed at the beginning and end of every median, and approximately equidistant from the ends of the median for longer median areas.

The signs must include the words "IRRIGATED WITH RECYCLED WATER - DO NOT DRINK." The City may also require the signs to include translations into other foreign languages if appropriate. The lettering on the signs must be a minimum of 1/2-inch in height and must be black or white on a purple colored background and "City of Turlock Recycled Water Program" must be written on the sign. Example advisory signs are provided in Appendix C.

Required Temporary Connection to Potable Water Service

In order to prevent cross-connections, an irrigation system is not allowed to receive recycled water until the site has passed a required cross-connection test. This means the irrigation system must be supplied with water from a "jumper" (temporary connection) to an on-site potable water system up to and during the cross-connection test. After passing this test, the jumper must be removed and the system connected to the recycled water meter. Jumpers, providing water from the public recycled water system into the on-site recycled water system, are prohibited at all times. Irrigation systems not needing a temporary potable water source are usually systems where there is no potable water at the site.

INSPECTION

Construction Inspection and Field Verification

The RWQCB requires the City conduct field verifications (on-site inspections) during the construction phase to ensure materials, installation, and procedures are in accordance with the approved plans, specifications, and all applicable regulations. The field verifications will ensure that all requirements have been met and the proper tags, labels, and signs are in place. Accordingly, the User must notify the City of the schedule for all phases of planning, construction, and start up so that inspections can be scheduled. The constant-pressure mainline piping portion of all systems must conform to the requirements of the UPC Sections 103.5.1 through 103.5.4.2.

Cross-Connection Test

The User must conduct and pass a cross-connection test before connecting the Users recycled water system to the City's recycled water system at any site where both recycled and potable water are present in separate piping systems. This test is to ensure the separation of the

recycled and potable water systems. The User must notify the City at least 48 hours prior to the test so a City representative may be present. The cross-connection test must be done under the supervision of a City representative and performed by an AWWA-certified cross-connection control specialist approved by the City. The Site Supervisor must be present at the test. The test must be done with potable water charging the irrigation system (see *Required Temporary Connection to Potable Water Service*). A written report documenting the test results must be submitted by the AWWA-certified cross-connection control specialist to the Site Supervisor and the City following test completion. Cross-connection test procedures are contained in *Appendix B*.

Approval to Receive Recycled Water

The City must grant final approval before recycled water can be supplied to the site. Final approval will be granted when construction has been completed in accordance with approved plans and specifications, all cross-connection tests have been performed, a final on-site inspection has been conducted, and all requirements have been met satisfactorily. The DDW will be forwarded a copy of all test and inspection reports as well as notification that recycled water service has started. During the lifetime of the recycled water system, the City will periodically inspect the recycled water system to ensure compliance with all applicable Rules and Regulations.

Coverage Test for Landscape Irrigation Systems

The User is responsible for minimizing overspray, runoff, and ponding from their recycled water irrigation systems – new or converted. To ensure any overspray, runoff, or ponding is in accordance with the Rules and Regulations, the City will conduct an inspection of the on-site system. After the on-site system begins receiving recycled water, the User or User representative must contact the City to schedule a coverage test walk through of the system. The User or User's representative must attend and have persons in attendance capable of making system adjustments. If modifications to the system (other than minor adjustments) are required, the User will be notified in writing of the changes required. Any required modifications to the system must be made in a timely manner. All modifications to the system are the responsibility of the User and the User must pay all costs associated with such modifications.

Record Drawings

The User or User's contractor must prepare record drawings to show the modifications to the recycled water system as constructed. These drawings must include all changes in the work constituting departures from the original contract drawings, including those involving both constant-pressure and intermittent-pressure lines and appurtenances. All conceptual or major design changes must be approved by the City before implementing the changes in the construction contract. The recycled water system record drawings must be submitted to the City within ninety (90) days of the site receiving recycled water.

OPERATION & MAINTENANCE OF RECYCLED WATER SYSTEMS FROM A FIXED RECYCLED WATER DISTRIBUTION SYSTEM FOR INDUSTRIAL PURPOSES, LANDSCAPE IRRIGATION AND LANDSCAPE IMPOUNDMENTS

General requirements for the operation and maintenance of a recycled water systems using recycled water in industrial purposes, landscape irrigation, landscape impoundments.

General User Responsibilities

By accepting recycled water service, the User agrees to comply with and enforce the City Rules and Regulations for recycled water use.

Site Supervisor Designation

The User must designate a representative to be the Site Supervisor of the location(s) where recycled water is used. The Site Supervisor represents the owner, tenant, or property manager as a liaison to the City. The Site Supervisor must have the authority to carry out any requirements of the City. It is recommended that the Site Supervisor be an employee who is permanently stationed at the use site. At a minimum, the Site Supervisor must make frequent visits to the use site.

Site Supervisor Training

The designated Site Supervisor must attend a Site Supervisor Certification Workshop, provided by the City. Failure to attend the Site Supervisor Certification Workshop may result in the denial or termination of recycled water service.

Changing the Site Supervisor

The User must notify the City immediately of any change in personnel for the Site Supervisor position. Upon a change in personnel, the new Site Supervisor must attend a Site Supervisor Certification Workshop within 120 days of the position change. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

Site Supervisor Responsibilities

The Site Supervisor:

Shall be responsible for the recycled water system at the site.

Shall be responsible for the operation and maintenance of the recycled water system.

Shall be responsible for avoiding and preventing any potential violations associated with the operation of the recycled water system and the use of recycled water.

Must ensure that there are no cross-connections made between the potable and recycled water systems.

Must be present at all cross-connection tests.

Must inform the City of all failures, violations and emergencies that occur involving the recycled or potable water systems.

Shall be expected to know the provisions contained in California Code of Regulations Title 17 and Title 22, relating to the safe use of recycled water and the maintenance of accurate records.

Shall be expected to know the basic concepts of backflow and cross-connection prevention, system testing, and related emergency procedures.

Shall be responsible for training personnel at the use site on the proper uses of recycled water.

Shall conduct an annual self-inspection of the use site and provide a written report to the City.

Annual Self-Monitoring Report

The RWQCB requires the recycled water User conduct an inspection at least once per year while the recycled water system is in use. The results of this inspection must be documented and submitted in a written report. The City will deliver the report form to the Site Supervisor once a year. The Site Supervisor must submit the results of the observations, along with a description of any corrective actions taken (see *Appendix D - Sample Forms*). Upon completion, the Site Supervisor must keep a copy of the report for their records and must return the original. The questions on the annual inspection report are as follows:

Is recycled water escaping the use area through surface runoff or airborne spray?
Are any odors associated with use of the recycled water?
Is there prolonged ponding of recycled water due to over-irrigation or evidence of mosquito breeding as a result of ponding?
Are all warning signs, labels, and markings identifying recycled water in place, legible, and visible?
Are there leaks or breaks in the irrigation system piping or evidence of plugged, broken, or otherwise faulty irrigation system components?
Is recycled water being sprayed directly on people, dwellings, food-handling facilities, eating areas or drinking fountains?

Unauthorized Discharge

An unauthorized discharge is any incidental amount of recycled water that leaves the designated use site. The Site Supervisor must report to the City any unauthorized discharge of recycled water, at which time the City will specify if a written report is required. In the event of an unauthorized discharge, the Site Supervisor should make every effort to contain the recycled water and prevent it from entering the storm drain. Contact the City for further directions and disposal instructions.

Maintenance

The Site Supervisor is required to perform preventive maintenance to ensure the recycled water system always remains in compliance with the Rules and Regulations. As part of a preventive maintenance program, the Site Supervisor shall:

Perform regular inspections of the entire recycled water system including sprinkler heads, drip irrigation system emitters, spray patterns, piping and valves, pumps, storage facilities, controllers, etc. Immediately repair all broken sprinkler heads, faulty spray patterns, leaking pipes or valves, or any other noted condition that violates the recycled water use requirements. Check all recycled water identification signs, tags, stickers, and above grade pipe markings for their proper placement and legibility. Replace damaged, unreadable, or missing signs, tags, stickers, and pipe markings.

Check spray patterns to eliminate ponding, runoff, and wind-blown spray conditions. If evidence of ponding or runoff is noted, affected areas should be indicated on a sketch and sprinkler heads should be adjusted to prevent further ponding or runoff.

Establish and maintain an accurate record keeping system of all inspections, modifications, and repair work.

Personnel Training

The Site Supervisor is responsible for training all personnel involved with recycled water so they are familiar with the Rules and Regulations. At a minimum, the training program should convey the following information:

The City's recycled water, although highly treated, is non-potable and must never be used for human consumption.

Regulations prohibit ponding, windblown spray, and runoff of recycled water.

Working with non-potable recycled water is safe if sound judgment is used and appropriate regulations are followed.

State law prohibits a connection between the recycled water and the potable water systems.

Training programs should also instruct personnel in proper procedures for reporting unauthorized discharges, identifying and correcting cross-connections, and modifying the system in the event of an earthquake or other disaster.

Transfer of Property/Ownership

If the property is transferred to a new owner or tenant, or a new Site Supervisor or landscape company becomes responsible for system maintenance, the User must notify the City within 30 days.

System Operations and Responsibilities

The City

The City provides high quality recycled water at the appropriate pressure and quantity to City User and is responsible for the operation and maintenance of the entire recycled water distribution system up to the User storage facility, if any, and including the recycled water meter.

The User

The User is responsible for maintaining and operating the on-site recycled water system downstream of the recycled water meter. This includes the following:

Apply recycled water in accordance with the Rules and Regulations.

Maintain the on-site recycled water system, including signs, markings, and tags in accordance with all Rules and Regulations.

Ensure all materials used during the repair and maintenance of the system are approved or recommended for recycled water use.

Obtain prior authorization from the City before making any modifications to the approved recycled water system.

Report all violations and emergencies to the appropriate local authority.

Submit Annual Self-Monitoring Report to the City.

Recycled Water System Modifications and/or Expansions

The User must receive authorization from the City before making any modifications to the approved recycled water system. This includes converting any piping used for recycled water back to potable water, such as switching from a recycled water system to a back-up potable water system. The City will notify the User if any additional approval is required from other regulatory agencies and if disinfecting procedures are required.

Emergency Procedures

In the event of an earthquake, flood, fire, major freeze, nearby construction, or other incident, which could cause damage to the recycled or potable water systems, the Site Supervisor must inspect the potable and recycled water systems for damage as soon as it is safe to do so. If either system appears damaged, both the potable and recycled water systems should be shut off at their points of connection. The Site Supervisor must immediately contact the City for further instruction.

To prevent contamination, damage, or a public health hazard, the User may make emergency modifications or repairs without the prior approval of the City. As soon as possible, after the modification (but within three days), the User must notify the City of the emergency modifications and file a written report.

OPERATING PROBLEMS

Notification

In the event of a break in the system, low pressure, low flow or poor water quality, during normal business hours the User should notify Wayne Clay, Water Quality Control Division Manager, at phone number 209-668-5590. After hours Mr. Clay can be reached at (209) 535-0287.

DUAL PLUMBED SITES

Dual plumbed sites are sites where the recycled water is used within a building in conjunction with a potable water system. According to DDW regulations, at dual-plumbed use sites the User is responsible for conducting a periodic cross-connection test every four years, unless visual inspections reveal a requirement for more frequent testing. This test must be done by an AWWA-certified cross-connection specialist. The User must notify the City at least 48 hours in advance of the test in order for their representative to be present, if appropriate. The Site Supervisor must be present at the test.

Dual Plumbed Regulations

If recycled water is used inside a building, all dual plumbed regulations apply pursuant to Title 22 section 60313.

Visual Inspection and Cross-Connection Review

A visual inspection and thorough cross-connection review of the recycled water system shall be conducted annually by the Site Supervisor.

Cross-Connection Tests

Once every four years, the User must have a cross-connection test performed by an AWWA certified cross-connection control specialist recognized by the City to verify there is not a cross-connection between the recycled water and potable water systems. The certified cross-connection control specialist must submit a written report documenting the test results to the Site Supervisor and the City.

For specific individual uses, other regulations may apply (Food & Drug Administration, OSHA). Contact the City for further information regarding industrial uses.

Cross-Connections

A cross-connection is any physical connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved for human consumption. This includes direct piping between the two systems, regardless of the presence of valves, backflow prevention devices, or other appurtenances. Cross-connection test procedures and certification are contained in Appendices B and D.

Notification of a Cross Connection

The Site Supervisor must immediately notify the City of any failure or cross-connections between the recycled water and potable water system, whether or not he/she believes a violation has occurred. The Site Supervisor must also notify the City of any violation that might

occur because of any action User personnel might take during the operation of the recycled water or potable water systems. If there are any doubts whether a violation has occurred, the Site Supervisor must report each occurrence to the City so a decision can be made as to the need for further action.

Scheduling Future Cross-Connection Tests

Periodic cross-connection tests of dual plumbed systems must be performed by an AWWA certified cross-connection specialist recognized by the City, a representative from the City and the Site Supervisor must be in attendance during the test. These tests must be performed according to the procedure listed in Appendix B – Cross-Connection Control Test Procedure for On-site Recycled Water Systems.

Emergency Cross-Connection Procedures

In the event that a cross-connection is suspected or occurs, the following emergency cross-connection response plan must be implemented immediately.

Emergency Cross-Connection Response Plan:

User must immediately shut down the recycled water supply to the facility.

User must notify the City by telephone immediately at (209) 668-5590. This notification must be followed by a written notice within 24 hours that includes an explanation of the nature of the cross-connection, date and time discovered, and the contact information of the person reporting the cross-connection.

City will notify the DDW of the reported cross connection.

User must keep the potable system pressurized and post "Do Not Drink" signs at all potable water fixtures and outlets.

User must provide bottled water for employees until the potable water system is deemed safe to drink.

User must follow the procedures outlined by the DDW and the City to correct the cross-connection.

After final approval has been obtained from the DDW, the City will bring the recycled water system back into service and inform the User to remove the "Do Not Drink" signs from all potable water fixtures and outlets.

Contamination of Potable Water

If contamination of the potable water system is suspected or known, due to a cross-connection on the User premises, the User must immediately notify the City. The User is to invoke immediately the *Emergency Cross-Connection Response Plan* described above.

SECTION III – MOBILE COMMERCIAL USE OF RECYCLED WATER FOR CONSTRUCTION RELATED OR LANDSCAPE IRRIGATION ACTIVITIES

Introduction

This section applies to the use of tertiary disinfected recycled water for the commercial activity related to construction and landscape irrigation activities as regulated by the DDW, RWQCB

and the City of Turlock recycled water program. Only approved uses noted below are approved by this program.

General User Responsibilities

By accepting recycled water service, the User (Hauler) agrees to comply with and enforce the City Rules and Regulations for recycled water use.

Training

Site Supervisor Designation

The User (hauler) must designate a representative to be the Site Supervisor for all the location(s) where recycled water is used. In the case of Commercial Haulers the Site Supervisor can be the Hauler/Driver. The Site Supervisor represents the owner, tenant, or property manager as a liaison to the City. The Site Supervisor must have the authority to carry out any requirements of the City. The Site Supervisor can be an employee who is at the use site during time of recycled water use/application.

Site Supervisor Training

Prior to authorization to use recycled water the designated Site Supervisor must attend a Site Supervisor Certification Workshop, provided by the City.

First Time User Training

Prior to utilization of recycled water, commercial users must also first attend a mandatory training class on safe use of recycled water.

All Commercial Haulers will be required to attend an onsite first time user training session in order to learn the proper procedures for filling station use.

Continuing Training

Annual refresher training on program rules, regulations and procedures will be required.

Approved uses

Backfill consolidation around non-potable piping
Soil compaction
Mixing concrete
Dust control on roads and streets
Cleaning roads, sidewalks and outdoor work areas

Recycled Water Use Restrictions

A. Workers should be informed that although reclaimed water has been treated to lower health risks, bacterial and viral contamination is still present and may potentially cause illness or infection. Contact with reclaimed water by ingestion, inhalation of mist, or on cuts or abrasions should be avoided, and the precautionary measures listed below should be carefully reviewed and followed.

B. Precautionary measures should be taken to minimize worker contact with constituents of reclaimed water.

1. Workers should not be subjected to reclaimed water sprays, mists, or aerosols.

2. Workers should wear protective clothing when there will be more than casual contact with the reclaimed water.
- C. Safe drinking water should be supplied for workers. Where bottled water is provided, the water should be in contamination-proof containers and protected from reclaimed water and dust.
- D. Hand washing facilities should be provided consisting of potable water supply, hand washing soap, and single use sanitary paper towels. The importance of hand washing should be stressed when working with reclaimed water, especially before eating or smoking.
- E. Workers should not apply reclaimed water by hand held nozzles or other hand held devices that can produce sprays, mists, or aerosols.
- F. Precautions should be taken to avoid contamination of food taken into reclaimed water use areas. Food should not be taken into areas still wet with reclaimed water.
- G. Workers should be notified that reclaimed water is in use. Notification should include the posting of conspicuous warning signs with proper wording of sufficient size to be clearly read. In those locations where English is not the primary language of the workers, the signs should be in the appropriate language as well as in English.
- H. An adequate first aid kit should be available on location. Cuts or abrasions should be promptly washed, disinfected, and bandaged.
- I. Public contact with reclaimed water shall be avoided, to the extent practical, under the normal use at the reclaimed water site.
- J. In all areas where recycled water is used that are accessible to the public, warning signs shall be installed at adequate intervals around the use area as required by the District.
- K. Recycled water shall not be applied where it could contact walkways, passing vehicles, buildings, drinking water facilities, storm drains, or enter areas where food is handled or consumed.
- L. Adequate measures shall be taken to prevent ponding, and to prevent run off of recycled water from the authorized recycled water use area unless it is specifically allowed by the RWQCB or an attachment to this Permit.
- M. Spray of recycled water shall not be allowed to contact an external drinking water fountain.
- N. There shall be no irrigation or impoundment of recycled water within a minimum of 50 feet of any water well.
- O. Distributor's vehicles used for transportation and distribution of recycled water must have water tight valves and fittings, and must not leak, and tanks must be cleaned of contaminants prior to use. A truck or tank that has contained material from a septic tank or cesspool shall not be used to convey recycled water.
- P. Distributor's vehicles that convey recycled water shall be clearly labeled in a prominent location with language stating in English "RECYCLED WATER - DO NOT DRINK".

Q. Recycled water shall not be put into piping or a storage facility without specific written authorization from the City of Turlock.

R. Connection of recycled water to a potable water system is strictly prohibited.

Cross-Connection Control

Mobile Commercial recycled water users must have an approved air gap back-flow device attached to the vehicle being filled.

Commercial recycled water vehicles may not carry potable water or have previously been used to carry septage or similar materials.

Commercial tank trucks carrying potable, non-potable and or recycled water may only obtain potable water from a City hydrant having a City owned and maintained meter/back flow device assembly.

Tank truck or trailers that are delivering recycled water may not be open to the atmosphere during transport.

When not in use hoses used for the application of recycled water shall be stored disconnected from the supply tank and inspected for condition and leaks prior to use.

Signage

All commercial vehicles carrying recycled water must have a City of Turlock approved "RECYCLED WATER - DO NOT DRINK" sign prominently displayed on the vehicle. See Appendix C

SECTION IV - MOBILE RESIDENTIAL USE OF RECYCLED WATER FOR LANDSCAPE RELATED IRRIGATION ACTIVITIES

Introduction

This section applies to the use of tertiary disinfected recycled water for residential and commercial activity related to landscape and garden related irrigation activities as regulated by the DDW, RWQCB and the City of Turlock recycled water program.

Approved Uses

Residential irrigation
Food crops where recycled water contacts the edible portion of the crop, including all root crops
Decorative fountains

Recycled Water Use Restrictions

Prior to utilization of recycled water, residential users must first attend a mandatory training class on safe use of recycled water.

Cross-Connection Control

Recycled water shall not be placed in a storage container that is connected to the landscape irrigation system or the on-site drinking water supply. Connection to any potable water supply is strictly prohibited.

Collection and storage containers shall have City of Turlock's Recycled Water Notice stickers placed on them to ensure everyone is aware recycled water is stored in the container and the water is not suitable for human consumption.

Signage

All containers carrying recycled water must have a City of Turlock approved "RECYCLED WATER - DO NOT DRINK" sign prominently displayed on the container. See Appendix C

Appendix A - Definitions

Whenever the following terms (or pronouns used in their place) occur in this manual, the intent and meaning shall be interpreted as follows:

AIR GAP	A physical separation between the free flowing discharge end of a water supply pipeline and an open or non-pressure receiving vessel. An approved air gap must be at least twice the diameter of the water supply pipe measured vertically above the overflow rim of the vessel, and in no case less than one inch.
APPROVED USE	An application of recycled water in a manner, and for a purpose, designated in a Recycled Water Use Permit issued by the City and in compliance with all applicable Regulatory Agency requirements.
APPROVED USE AREA	A site with well-defined boundaries designated on the approved Site Drawings, to receive recycled water for an approved use and acknowledged by all applicable Regulatory Agencies.
CROSS-CONNECTION	Any physical connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved for human consumption. This includes direct piping between the two systems, regardless of the presence of valves, backflow prevention devices, or other appurtenances.
USER	Any person, persons or firm including any public utility, municipality or other public body or institution issued a Recycled Water Use Permit by the City. They may be the owner, tenant, or property manager as appropriate.
INSPECTOR	Any person authorized by the City or the local health agencies to perform inspections on or off the User site before construction, during construction, after construction and during operation.
INTERMITTENTLY PRESSURIZED LINE	Also known as a "lateral," it is the pipe section(s) between the control valve and the sprinkler head or drip emitters.
LATERAL	See "INTERMITTENTLY PRESSURIZED LINE"
NON-POTABLE RECYCLED WATER OR RECYCLED WATER	Water that meets California Administration Code Title 22, Division 4 of the Environmental Health Water Reclamation Criteria and is approved for purposes other than human consumption. For the purpose of these Rules and Regulations, "recycled water" refers to "Non-potable recycled water."

NON-POTABLE WATER	Water that has not been treated for human consumption in conformance with the latest edition of the United States Public Health Service Drinking Water Standards, the California Safe Drinking Water Act, or any other applicable standards.
OFF-SITE	Designates or relates to facilities upstream of the recycled water meter.
ON-SITE	Designates or relates to all facilities downstream of the recycled water meter.
OVERSPRAY	The spray of recycled water outside of the approved irrigation/application area.
OWNER	Any holder of legal title, contract purchaser, or lessee under a lease with an unexpired term of more than one (1) year, for property for which recycled water service has been requested or established.
POINT OF CONNECTION	This is the point where the User system ties to the City's system. This is usually at the water meter.
PONDING	Unauthorized retention of recycled water on the surface of the ground or other natural or manmade surface for a period following the cessation of an approved recycled water use activity.
POTABLE WATER	Water that is authorized for human consumption according to the latest edition of the California Safe-Drinking Water Act, United States Public Health Service Drinking Water Standards or other applicable standards.
POTABLE WATER FACILITY	Any facility, including fire service, used to convey potable water.
PUBLIC	Any person or persons other than the site owner or employees who may come in contact with facilities and/or areas where recycled water is approved for use.
REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTION DEVICE	A type of backflow prevention device, usually installed near a water meter, which prevents backflow by a combination of double check valves and a pressure differential relief valve, with a resilient seated shutoff valve on each end of the device.
REGULATORY AGENCIES	Those public agencies legally constituted to protect the public health and water quality, and whose rules govern the use of recycled water, such as the DDW, the RWQCB, the City and the County DER.
RESTRAINED JOINT	Mechanically restrained. Solvent welded for PVC joints 4-inch diameter and smaller.

RUNOFF	Recycled water that is allowed to drain outside the approved use area.
SERVICE	The furnishing of recycled water to a User through a metered connection to the onsite facilities.
SITE SUPERVISOR	The responsible person designated by the User to provide liaison with the City. This person must have the authority to carry out any requirements of the City and must be responsible for the operation and maintenance of the recycled water system, and must prevent potential violations.
STANDARD PIPE LENGTH	A section of pipe 18 to 20 feet in length that has no joints.
UNAUTHORIZED DISCHARGE	Any release of recycled water that violates the rules and regulations of the City or all applicable Federal, State or local statutes, regulations, ordinances, contracts or other requirements.
VIOLATION	Noncompliance with any condition of the Recycled Water Use Permit by any person, action or occurrence, intentional or unintentional.

Appendix B - Cross-Connection Control Test Procedure for On-Site Recycled Water Systems

Introduction

The following procedures have been established to verify the absence of cross-connections between potable water and recycled water supplies at sites which are served by both types of water. These procedures also describe what to do in the event a cross-connection is discovered. The procedures cover cross-connection testing only and do not incorporate other requirements related to the use of recycled water, which are described elsewhere.

Testing Frequency

The initial cross-connection test shall consist of the Pre-Test Requirements and Visual Inspection and the Cross-Connection Control Test, as described in the Cross-Connection Test and Report Form (*Appendix D*). This initial test shall be performed and passed at all sites converting to recycled water use prior to the site receiving approval to use recycled water. Thereafter, the procedures listed under *Pre-Test Requirements and Visual Inspection (Part I)* shall be performed annually, and the *Cross-Connection Control Testing (Part II)* shall be successfully performed a minimum of once every four years. The City may require more frequent testing if conditions dictate.

Inspection Team

All inspections and testing will be conducted by an Inspection Team consisting of a certified AWWA Cross-Connection Specialist, a representative from the City's Recycled Water Program, the User designated Site Supervisor, and other personnel as required.

PART I - Pre-Test Requirements and Visual Inspection

Prior to the cross-connection testing, a visual inspection of the recycled water system shall be conducted by the Inspection Team. If possible, the visual inspection should be conducted prior to the date scheduled for cross-connection testing. The visual inspection should include the following elements:

The User shall provide the Inspection Team with drawings of the recycled and potable water systems. Team members shall review the drawings.

Discuss any changes to recycled and potable water systems since the last cross-connection test, and verify that all changes have been recorded on the appropriate recorded drawing(s). If possible, visually inspect changes to verify that no cross-connection has been created.

Verify appropriate backflow prevention devices are installed and have been tested annually in accordance with California Title 17 Regulations. Devices are typically located on the potable water line, downstream of the meter.

Check meter locations on the recycled water and potable water lines to verify that no modifications have been made and no cross connections are visible.

Discuss who has access to the recycled water system (e.g., gardeners, maintenance, and facilities workers). Establish if they are employed by the User or a contractor, if they read and speak English and what type of training they have had this past year on the use of recycled water.

Verify required signs are in place and in good condition.

Verify all recycled water fixtures (e.g., hose, quick connect valves) are permanently marked to indicate they are only to be used on the recycled water system.

PART II - Cross-Connection Control Testing

The Cross-Connection Test and Report Form should be completed in conjunction with the testing.

The basic concept employed in checking for cross-connections between the potable and recycled water systems is to pressurize one system at a time, and then check the other system for flow, which would indicate a cross-connection exists.

The following procedure shall be used to determine if a cross-connection exists:

The potable water system shall be activated and pressured. The recycled water system shall be shut down at the service connection only, depressurized, and where feasible, drained. Verify all other valves on the recycled system, downstream of service connection, are open.

The potable water system shall remain pressurized for a minimum of one hour.

All outdoor potable water fixtures and all indoor drinking fountains shall be tested for flow. No flow from a potable water outlet would indicate it could be connected to the recycled water system.

The recycled water system shall be tested for flow. This shall be done by opening all quick connect bibs, sprinkler heads, and any other outlets on the irrigation system. Flow from any recycled water outlet shall be an indication that a cross-connection exists.

Any drain points or outlets on the recycled water system shall be checked for flow during and at the end of the test period.

The potable water system shall then be shut down, and where feasible, drained. The recycled water system shall then be re-activated and pressurized.

The recycled water system shall remain pressurized for a minimum of one hour. Recycled water fixtures shall be tested for flow to verify the recycled water system is fully pressurized.

All outdoor potable water fixtures and all indoor drinking fountains shall be tested and inspected for flow. A representative number of other indoor potable water fixtures shall be tested. This should include one fixture in each rest room and at least 10 percent of the fixtures on each floor. The specific number will be determined by the Inspection Team based on the site's recycled and potable water systems drawings. Flow from any potable water outlet shall be an indication that a cross-connection exists.

If no flow is detected in any fixture which would have indicated a cross-connection, the test is complete and the system may be re-pressurized.

PART III - Procedure if Cross-Connection is Discovered

The Procedure if Cross-Connection is Discovered Form should be used to document the procedure if a cross-connection is discovered. The following procedure shall be activated immediately, in the presence of the AWWA Cross-Connection Control Specialist.

Recycled water piping to the facility shall be shut down at the meter, and the recycled water system shall be depressurized and drained where feasible.

Potable water service shall be shut down at the meter.

The cross-connection shall be determined and disconnected.

The systems shall be tested again as described under Cross-Connection Control Testing and Cross-Connection Test and Report completed.

The potable water system shall be chlorinated with 50 ppm chlorine for 24 hours, per methods described in AWWA Standard for Disinfecting Water Mains (ANSI/AWWA 065 1-92). A bacteriological test shall be performed. If test results are acceptable, the potable water system may be recharged. If not, repeat this step.

The retrofit plans must be revised to reflect any changes required to eliminate the cross-connection and revised plans must be submitted to the City for review.

Appendix C - Sample Advisory Sign



Appendix D - Sample Forms

Cross-Connection Test and Report Form

Procedure Check List if Cross-Connection is Discovered

User Self-Monitoring Report

**CITY OF TURLOCK RECYCLED WATER PROGRAM FOR FIXED RECYCLED WATER SYSTEMS
CROSS-CONNECTION TEST AND REPORT**

This test and report is for disinfected tertiary recycled water.

Site Name:

Address:

Form Completed By:

Test Date:

**Site Cross-Connection Testing History
(To be completed by Water Reuse Program Coordinator prior to test)**

Is this site's first cross-connection test? Yes. Skip to Today's Scheduled Testing No. Continue

Date of last Pre-Test and Visual Inspection / / passed failed

Date of last complete testing (Parts I & II) / / passed failed

If failed, attach a copy of the failed "Testing Report" form

Today's Scheduled Testing

- Part I, Pre-Test and Visual Inspection, only
- Parts I & II

Note: Initial test shall consist of Parts I and II. Thereafter, Part I is required annually, Part II is required at least once every 4 years.

Names of Inspection Team

Recycled Water Program Inspector: _____

City Cross-Connection Control Specialist: _____

User Supervisor: _____

Others Present

Affiliation/Title

Name: _____

Name: _____

PART I: PRE-TEST AND VISUAL INSPECTION

Note: Cross-connection testing shall be performed as described in the applicable "Cross-Connection Test and Discovery Procedures",

YES	NO	For any "no" response, an explanation must be given below under No. 8
		1a. User provided record drawings of recycled and potable water systems?
		1b. Inspection team reviewed drawings?
		2a. Discuss any changes made to recycled and potable systems since last test.
		2b. Have changes (from 2a) been recorded on record drawings?
		2c. Team visually inspected changes to verify absences of cross-connections?
		3a. Team accounted for all backflow prevention devices on site?
		3b. Have all backflow preventers been tested annually in accordance with California Title 17 regulations?
		4a. Team field checked location of recycled water meter and potable water meter?
		4b. Do all meters appear to be correctly installed?
		4c. Are water meters free of visible cross-connections?
		5a. User has provided a list of the individuals with access to use recycled water system?
		5b. Discussed training of recycled water supervisor and workers?
		6a. Are RW quick couplers and other recycled water access points easily identified as RW fixtures by signs or color coding?

PART II: CROSS-CONNECTION CONTROL TESTING (Continued)

Step 8.	Try all indoor drinking fountains, and note any that have no flow. List potable fixtures with no flow in Steps 7 and 8: _____	
Step 9.	Open (one at a time) all fixtures on the recycled water system. Note if water flows through any: Quick connects _____ Sprinkler heads _____ Other _____	
Step 10.	Check to see if there is any flow from any fixture or drain point. Note location of flow.	
Step 11.	If no flow was found in Steps 9 and 10, proceed to Step 13. Otherwise a cross-connection has been indicated. Flow discovered in Steps 9 and 10 may be caused by an incomplete drainage of the recycled system. If inspection team suspects this is the case, the duration of the test shall be extended.	
Step 12.	If a valid cross-connection is discovered, continue with testing of recycled water system, then proceed with "Procedures if Cross- Connection is Discovered." Note locations of Cross-Connections: _____ _____ _____ _____	

A. TEST OF RECYCLED WATER SYSTEM Check When Complete

Step 13	Turn off potable water supply at meter.	
Step 14.	Drain and depressurize potable water supply by opening fixtures downstream of meter. Record pressure in potable water system: _____psi.	
Step 15.	Turn on recycled water system and pressurize. Confirm recycled water system is pressurized by operating a few sprinklers. Record pressure in recycled water system (if available): _____psi.	
Step 16.	Recycled water system must be pressurized while Steps 17-20 are performed.	
Step 17.	Select the indoor potable water fixtures which will be tested in Steps 18 and 19. This should include all drinking fountains, one fixture in each restroom and at least 10 percent of the fixtures on each floor. (Note: In buildings with dual plumbing, all potable fixtures must be tested).	
Step 18.	Check to see if any flow comes out of any of the indoor fixtures identified in Step 16. Flow from any fixture indicates a cross-connections: _____ _____ _____	
Step 19.	Turn on, one at a time, all outdoor potable water fixtures. Flow from any fixture indicates a cross-connection exists. Special attention shall be given to those fixtures listed in Steps 6 and 7. Note location of cross-connections. _____ _____ _____	
Step 20.	Record pressure in recycled water system (if available): _____psi	

RESULTS OF CROSS-CONNECTION CONTROL TESTING

<input type="checkbox"/>	PASSED , turn on the potable water supply
<input type="checkbox"/>	FAILED , immediately follow "Procedures if Cross-Connection is Discovered"
By	_____ Received by: _____ Cross-Connection Control Specialist User Representative
Date	_____ Date: _____

_____ File (Original)

_____ User

**CITY OF TURLOCK RECYCLED WATER PROGRAM
 USER SELF-MONITORING REPORT FOR FIXED RECYCLED WATER SYSTEMS
 (To Be Completed By User)**

This monitoring report is for the use of disinfected tertiary recycled water.

Name/Location of Site:	Monitoring frequency specified in permit:	User Designated Recycled Water Supervisor:
------------------------	---	--

MONITORING DATA

Observer's initials and date monitored _____				
Is recycled water escaping the use area through surface runoff or airborne spray? (If yes, note affected area and estimate volume)	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Are any odors associate with use of the recycled water? (Note source, characterization and travel distance below.)	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is there prolonged ponding of recycled water due to over-irrigation or evidence of mosquito breeding as a result of ponding?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Are all warning signs labels and markings identifying recycled water in place, legible and visible?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Are there leaks or breaks in the irrigation system piping or evidence of plugged, broken, or otherwise faulty irrigation system components?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
Is recycled water being sprayed directly on people, dwellings, food-handling facilities, or drinking fountains?	Yes <input type="checkbox"/> No <input type="checkbox"/>			

Explain any "yes" answers. Note date of comment and specific locations within site. Attach additional sheets if necessary.

NOTES

Note any recommended improvements or changes: _____

 List any changes in recycled water piping system from previous monitoring report. Explain.

_____ User Recycled Water Supervisor	_____ (date)	This report shall be submitted to the Recycled Water Program Coordinator or maintained on-site as specified in the User permit.
---	-----------------	---

Appendix E - References

- 1. California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, "Water Recycling Criteria"** - These regulations are written by the State DHS and specify the approved uses and use area requirements, such as hose bib restrictions, prohibition of irrigation near wells, etc. The regulations govern both the Water Retailer's distribution system as well as the User on-site system.
- 2. California Code of Regulations (CCR), Title 17, "Drinking Water Supply - Backflow Prevention"** - Title 17 specifies requirements intended to protect the public drinking water supply from contamination. Some requirements specified in Title 17 include backflow prevention devices, designation of a User Site Supervisor, and cross-connection testing requirements.
- 3. State Water Resources Control Board Order WQ 2014-0090_DWQ, General Waste Discharge Requirements for Recycled Water Use adopted June 3, 2014 and related appendices** – This Order provides direction and requirements for obtaining the necessary permit for the use of recycled water.
- 4. American Water Works Association (AWWA), California-Nevada Section, Guidelines For Distribution of Nonpotable Water** - This document provides recommended guidelines for planning, designing, constructing, and operating nonpotable water systems, including recycled water systems. The guidelines themselves are not regulations but many agencies have adopted them as general requirements. The document covers both installations of the Water Retailer distribution systems and on-site use systems.
- 5. International Association of Plumbing & Mechanical Officials (IAPMO) Uniform Plumbing Code, Appendix J** - Appendix J of the Uniform Plumbing Code sets forth requirements when recycled water is used within buildings in a dual-plumbed system for nonpotable domestic uses, such as toilet and urinal flushing. This section of the Uniform Plumbing Code does not apply to irrigation sites, where the recycled water system is located outside buildings, or industrial sites, where the recycled water is used for non-domestic industrial purposes. In addition, the pipe separation regulations indicated in this document are different than and take precedence over the Appendix J requirements. Appendix J has not been adopted by Milpitas, Santa Clara, or San Jose, and serves only as a reference.
- 6. Regional Water Quality Control Board** – The Central Valley Regional Water Quality Control Board (RWQCB) is the agency responsible for preserving the quality of California's water resources within their respective boundary. The RWQCB is responsible for issuing National Pollutant Discharge Elimination System (NPDES) permits, which contains regulations concerning discharge of water into surface waters of the State.
- 7. State Water Resources Control Board, Division of Drinking Water formerly California Department of Public Health, Drinking Water Field Operations Branch** – The State Water Resources Control Board, Division of Drinking Water (DDW) is the agency responsible for protecting and promoting the safety of California's drinking water. They are responsible for developing the criteria and regulations for recycled water use, evaluating, and approving recycled water systems, and for making recommendations to the RWQCB regarding the public health implications of recycled water use.



CITY OF TURLOCK-MUNICIPAL SERVICES DEPARTMENT

**TITLE 22 ENGINEERING REPORT
FOR PROVISION OF RECYCLED WATER TO COMMERCIAL,
INDUSTRIAL AND RESIDENTIAL USERS**

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ABBREVIATIONS

APN	Assessor's Parcel Number
BOD	Biochemical Oxygen Demand
CCR	California Code of Regulations
CDPH	California Department of Public Health
CFD	Computational Fluid Dynamics
City	City of Turlock
CSD	Community Services District
CT	Contact Time
DAF	Dissolved Air Flotation
DDW	State Water Resources Control Board Division of Drinking Water (formerly CDPH)
FTW	Filter-to-Waste
GAL	Gallons
GPM	Gallons per Minute
gpsfm	Gallons per square foot per minute
HPS	High Pressure Wash
IPP	Industrial Pretreatment Program
kV	Kilo-Volts
kW	Kilo-Watts
MDB&M	Mount Diablo Base and Meridian
MG	Million Gallons
MGD	Million Gallons per Day
MG/L	Milligrams per liter
MPN	Most Probable Number
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Units
OCC	Operations Control Center
ORP	Oxidation-Reduction Potential
R	Range
RWQCB	Regional Water Quality Control Board
RWUA	Recycled Water User Agreement

SIU	Significant Industrial User
T	Township
TID	Turlock Irrigation District
RWQCF	Turlock Regional Water Quality Control Facility
TSS	Total Suspended Solids
WDRs	Waste Discharge Requirements
WEC	Western Energy Center
RWQCF	Wastewater Treatment Plant
VFD	Variable Frequency Drive

INTRODUCTION

Purpose of this Title 22 Engineering Report

The purpose of this Title 22 Engineering Report (Report) is to describe the proposed use of recycled water (produced by the City of Turlock) to commercial and residential users via self-serve filling stations as well as to comply with Sections 60301 through 60355 of the California Code of Regulations (CCR), Title 22, Division 4, Chapter 3.

This report details how the City of Turlock (City) Regional Water Quality Control Facility (RWQCF) will provide the degree of treatment and reliability commensurate with the intended use, and that distribution and use of the recycled water complies with the criteria stipulated in Title 22.

The City of Turlock proposes to provide recycled water to property owners and businesses in the surrounding geographic areas adjacent to and within the City of Turlock. Recycled water will be provided to permitted industrial customers connecting to the existing recycled water distribution and discharge system and permitted commercial and residential users through a number of drive up filling stations located within City owned property located at the Regional Water Quality Control Facility connected to the existing recycled water distribution system.

On June 3, 2014, the State Water Resources Control Board adopted General Order WQ2014-0090-DWQ establishing general waste discharge requirements of recycled water use. Within this Order are requirements for the submittal of an Engineering Report to satisfy the California Department of Public Health and Title 22 for recycled water use. Prior to this, the SWRCB adopted General Order WQ 2009-0006-WQ which provided a General Permit for landscape irrigation uses of municipal recycled water. This Report has been prepared in conformance with Chapter 3, Section 60323 of Division 4 of Title 22 of the California Code of Regulations (Title 22). This Engineering Report describes how the City has the ability produce up to 20.0 million gallons per day (MGD) of disinfected tertiary recycled water that meets the requirements defined in Title 22 Section 60304.

Background

The City owns and operates a RWQCF that provides service to residences and businesses within the City limits as well as the community services districts of Keyes and Denair and some primary treated wastewater from the City of Ceres. The treatment system at the City's RWQCF consists of screening, primary treatment (flotation), secondary treatment (biotowers and activated sludge), secondary clarification, flocculation/sedimentation, filtration, chlorine disinfection and sodium bisulfite dechlorination.

The City's RWQCF operates under Waste Discharge Requirements (WDR) Order No. R5-2015-0027 (NPDES No. CA 0078948) dated April 17, 2015 and Time Schedule Order R5-2014-0901 issued July 22, 2014 by the Central Valley Regional Water Quality Control Board (RWQCB). The City's RWQCF treats wastewater to disinfected tertiary standards and discharges year-round into the Harding Drain Bypass Pipeline directly to the San Joaquin River and into a recycled water distribution system that supplies recycled water to the Turlock Irrigation District Walnut Energy Center (WEC) and to Pedretti Sports Park. The City currently provides up to 2.0 MGD of recycled water to the WEC for cooling purposes and an average of .10 MGD to the Pedretti Sports Complex for irrigation purposes. Table 1-1 lists the current effluent quality requirements provided in the WDRs for discharges to the San Joaquin River.

Effluent Quality Requirements for Discharge to San Joaquin River Effective June 1, 2015

Parameter	Average Monthly	Average Weekly	Maximum Daily
Biochemical Oxygen Demand, mg/l	10	15	20
Total Suspended Solids, mg/l	10	15	20
Ammonia April 16-October 31	.94	2.1	-
Ammonia November 1-April 15	2.1	4.7	-
Total Nitrogen, mg/l	31	38	-
Title 22 Disinfected Tertiary recycled water requirements			
	7-day Median	Monthly Maximum	
Total Coliform, MPN/100 ml	2.2	23	
	24 Hour Average		
Turbidity	2		

Recycled Water Project

Project Overview

Tertiary treated water from the Regional Water Quality Control Facility (RWQCF) discharges year-round into the Harding Drain Bypass Pipeline to the San Joaquin River and via separate pumping facilities to the Turlock Irrigation District Walnut Energy Center and City owned Pedretti Park Sports Complex. The tertiary treatment facilities have a design treatment capacity of 20 MGD average day annual flow (ADAF). Tertiary treatment facilities include coagulation, flocculation, sedimentation, filtration, and disinfection.

The City of Turlock proposes to provide recycled water to property owners and businesses in the geographic areas surrounding and within the City of Turlock. The City is proposing to provide recycled water for commercial construction and landscape irrigation as well as residential customers for landscape irrigation. Recycled water will be provided to permitted users through a self-serve drive through system. Recycled water filling stations will be at a City owned and controlled location situated along the existing recycled water distribution system.

Rules and Regulations

The procedures, restrictions, and other requirements for recycled water use as required by SWRCB Order WQ2014-0090-DWQ and Title 22 will be specified in the Recycled Water Use Permit (see Attachment A) issued to qualified applicants. Prior to any use of recycled water and permit issuance Users will attend mandatory training covering the rules and regulations of recycled water use.

Responsibility of the Producer, Distributer, & User of Recycled Water

The City (Recycled Water Producer and Distributor) is responsible for wastewater collection, treatment, and recycled water distribution. The City owns, operates, and maintains its sewage collection system, treatment plant, and the recycled water distribution system.

As there will be Commercial use of the recycled water, the Commercial User will be trained in the procedures, restrictions and requirements pertaining to distribution of recycled water.

Raw Wastewater Quality

The raw wastewater received at the City's RWQCF is a combination of domestic and industrial wastewater flows. The maximum, average, minimum and the 95th percentile value of the flows and the characteristics of the raw wastewater are summarized in Table 2-1. The data in Table 2-1 is based on monthly monitoring from January 2014 to December 2014.

Raw Wastewater Flows and Characteristics

Parameter	Maximum	Average	Minimum	95 th Percentile
Flow, MGD	19.4	9.8	6.9	11.3
Biochemical Oxygen Demand, mg/l	2038	544	160	812
Total Suspended Solids, mg/l	2900	501	265	804
pH, Units	8.1	7.0	6.3	7.2
Ammonia, mg/l	36	22	8.8	30.5

The City's RWQCF provides sewage service to the City of Turlock, the community service districts (CSDs) of Keyes and Denair, and receives primary treated effluent from the City of Ceres up to 2.0 MGD. The City's RWQCF also serves 12 significant industrial users (SIUs). The design daily average flow capacity of the facility is 20 MGD.

As a part of the City's NPDES permit the City maintains an industrial pretreatment program. The program is contained in the Turlock Municipal Code, Chapter 6-4, Sewage Disposal, Section 6-4-301 through 6-4-309, Discharges and Pretreatment Standards. Industrial dischargers are required to obtain a discharge permit from the City when their wastewater flow exceeds 25,000 gpd and/or their discharge has the propensity to cause upset conditions at the RWQCF or the sanitary sewer collection system. The permitted industrial flow is approximately 40 percent of the total flow received at the RWQCF.

Existing Treatment Processes

Introduction

Attachment B shows a process flow diagram of the liquids and solids flow stream process. The treatment process is comprised of the following unit processes:

Screening

Prior to being pumped to the primary treatment process, any large objects or debris are currently removed by two bar rack type screens. Under normal flow conditions these screening facilities are utilized. During high flow events a second pump station can be put in service where four shaftless auger/drum screens can be utilized. The screened wastewater is then pumped by four variable speed influent pumps, capable of pumping 30 MGD. Table 2-5 shows the design characteristics of the new screening facility.

New Screening Design Parameters

Parameter	Value
Number of Screens	2
Opening	¼"
Maximum Hydraulic Capacity (per unit)	10 MGD
Type	Bar Screen

Primary Treatment

Due to the high vegetable matter and grease content of the influent wastewater, dissolved air flotation (DAF) clarifiers are used in the primary treatment system. The design removal efficiencies of DAF Clarifiers are 60 percent and 40 percent for TSS and BOD, respectively. In addition to removing suspended solids, the DAF clarifiers also remove grit from the wastewater. Table 2-6 shows the design parameters for the primary treatment.

Primary Treatment Design Parameters

Parameter	Value
Number of Clarifiers	3
Type	Dissolved Air Flotation
Diameter	85 ft
Capacity (each)	1400 GPD/SqFt

Secondary Treatment

Effluent from the DAF clarifiers flows via gravity to the filter pump station where it mixes with return activated sludge (RAS). This mixture is pumped over two biotowers and into the activated sludge system. A portion of the biotower effluent is recycled back to the biotowers to aid in the treatment process. Waste solids from the activated sludge process are pumped to a gravity belt thickener (GBT) and subsequently to an anaerobic digester.

The activated sludge process is designed and operated to nitrify incoming ammonia concentrations. This unit process converts incoming ammonia into nitrate through biological activity. Table 2-7 lists the design parameters of the secondary treatment process.

Secondary Treatment Design Parameters

Parameter	Value
Biotowers	2 units
Diameter	100
Depth	20
Media	Redwood
Activated Sludge	7 units
Volume	9.5 MG
Aeration Diffusers	Fine Bubble

Secondary Clarification

Effluent from the aeration basins is distributed to four secondary clarifiers. Flow is regulated to each of the clarifiers based on their hydraulic capacity. Settled sludge is removed through draft tubes by gravity to a regulating weir, and then to the filter pump station to be recirculated over the biotowers. The clarified effluent flows either into two secondary effluent equalization basins or directly into the secondary effluent pump station for subsequent pumping into the tertiary treatment system. Typical removal efficiencies for the secondary treatment process are 90 percent for BOD and 95 percent for TSS. Table 2-5 lists the design parameters of the secondary clarifications process.

Secondary Clarification Design Parameters

Parameter	Value
Number of Clarifiers	4
Diameter	1 @ 90 ft 1 @ 120 ft 2 @ 140 ft

Secondary Effluent Equalization Basins

Two flow equalization basins located between the secondary clarifiers and the effluent pump station can be utilized to modulate the typical fluctuations in daily flows. The flow equalization basins store the peak diurnal flows, and are emptied during periods of low flow. Through the flow equalization a constant flow rate is maintained through the tertiary processes. A total of approximately 2.0 MG of storage is provided within Secondary Effluent Equalization Basins 1 and 2. Design criteria for the secondary effluent equalization basins are presented in Table 2-6.

Secondary Effluent Equalization Basins Design Parameters

Design Parameter	Value
Number	2
Equalization Volume (total)	2.0 MGD

Secondary Effluent Pump Station

The secondary effluent pump station pumps secondary effluent from the flow equalization basins to the tertiary facilities. Two of the four pumps are controlled with variable frequency drives (VFDs) to adjust the pumping rate and match secondary effluent flows. The secondary effluent pump station design criteria is presented in Table 2-7.

Secondary Effluent Pump Station Design Parameters

Parameter	Value
Number of Pumps	4 (3 duty + 1 standby)
Type	Submersible Centrifugal
Capacity Each	7,000 gpm

Flocculation/Sedimentation Tanks

Two high-rate flocculation/sedimentation tanks condition the secondary effluent prior to filtration. The flocculation/sedimentation tanks include rapid mix, a reaction/flocculation zone, sludge recirculation for increased solids, solids sedimentation with a bottom scraper, and tube settlers. On-line turbidity and pH meters are provided upstream and downstream of this process to measure removal performance. Depending on the choice of coagulant, waste sludge is pumped to one of two locations: 1) if ferric chloride is used, the waste sludge is pumped to the acid-phase digester, or 2) if alum is used, then waste sludge is pumped to two sludge drying beds.

Secondary effluent is discharged into the flash-mixing zone of the high rate flocculation/sedimentation tanks. Coagulant is added to the secondary effluent in the flash-mix basin as the effluent is mixed with a flash mixer. The coagulated secondary effluent then flows through the bottom of the flash-mix basin into the base of the flocculation basin. The coagulated secondary effluent is discharged beneath an axial flow impeller within a draft tube. Polymer is injected into a polymer dispersion ring located in the draft tube to aid in the flocculation and settle ability of the coagulated particles. The effluent flows up through the draft tube, where a specially designed turbine initiates flocculation by providing sufficient energy for the mixing of the chemicals and raw water. Having formed a densely structured precipitate, the flow moves from the flocculation zone into the pre-settling and thickening zone and finally into the clarification zone. Lamellar tubes are incorporated on the top of the clarification zone. Moving through the lamellar tubes, the flocculated effluent is collected through a series of launders or laterals which discharge to an effluent trough. The design criteria for the high-rate flocculation sedimentation tanks are presented in Table 2-8.

Flocculation/Sedimentation Tanks Design Parameters

Parameter	Value
Design Flow	22.6 MGD
Hydraulic Loading ADWF (gpm)	5
Solids Loading ADWF (lb/D/sqft)	2.3

Chemical Storage Facility

The flocculation/sedimentation process requires both coagulation (alum or ferric chloride) and polymer (liquid) feed. A separate concrete structure, open air, with containment walls, houses the polymer blending units, chemical metering pumps, and chemical storage tanks. A roof for sunlight protection over the feed pumps is also provided. Because of the corrosive nature of ferric chloride, the concrete containment area is lined with a protective coating. The coagulation system chemicals are detailed in Table 2-9.

Chemical Storage Facility Design Parameters

Parameter	Value
Alum	
Dosage	25 mg/l
Storage Volume	24,000 gal
Dosing Pumps	4
Ferric Chloride	
Dosage	25 mg/l
Storage Volume	24,000 gal
Dosing Pumps	4
Polymer	
Dosage	0.6 mg/l
Storage Volume	650 gal
Dosing Pumps	2

Cloth Disk Filters

Tertiary filtration is accomplished with Aqua-Aerobics AquaDisk cloth media disk filters. Eight pre-engineered packaged filter units are installed on a common concrete pad. Each filter unit is equipped with twelve cloth disks within the filter box. On-line turbidity meters are provided for continuous effluent turbidity level monitoring and to ensure than an effluent turbidity of less than 2 Nephelometric Turbidity Units (NTUs) is maintained. Each filter has motorized influent, effluent, and filter-to-waste (FTW) valves and can operate independently of the other filter units. Each filter also contains six backwash valves, one sludge waste valve, four high pressure wash valves, two backwash waste pumps, and one filter drive.

Individual cloth disks can undergo backwashing while keeping the remaining disks in service. Once the difference between the liquid in the tank and the effluent chamber exceeds a preset level, the backwash cycle begins. The frequency and duration of backwash depends on the influent feed characteristics, filtration rate, and amount of particles remaining on and within the filter cloth after previous backwash cycles.

Fine particulate matter that is not effectively removed by normal backwash accelerates the head loss development across the filters, and increases the backwash suction pressure. When the suction pressure reaches a predetermined level, a high-pressure spray wash (HPS) starts. Once the HPS begins, the influent valve to the filter tank is closed, stopping flow into the tank. The FTW (drain) valve is opened and the liquid level in the tank flows by gravity down to below the mid-line of the disks. High-pressure spray nozzles spray the outside of each disk with stored filtrate as the disks rotate at one rpm. After about two revolutions of the disk, the influent valve is opened and flow to the filter is resumed for the rinse cycle. The disks continue to rotate and the FTW valve remains open until the solids are forced to

the filtrate side and eliminated from the filtrate header and effluent chamber. This is achieved by on-line turbidity monitoring of the FTW. Once the turbidity levels fall below a set value, the FTW valve is then closed and the filtering process begins its next cycle.

Backwash and FTW flows are returned to Influent Pump Station 2. The filter controls monitor the influent and effluent turbidity meters. The difference between the influent and effluent turbidity is used for alarms and controls. If the turbidity reading for a given filter equals 2 NTU, a high turbidity alarm is generated at the control. If the turbidity reading for a given filter is equal to or greater than 5 NTU, a high turbidity alarm is generated and the filter control will take the filter off line automatically by closing the influent and effluent valve for that filter, and by opening the filter to waste valve.

The design criteria for the cloth disk filters are presented in Table 2-10. As can be seen in the table, the resulting loading rate with one unit out-of-service complies with the maximum cloth disk filtration rate of 6.0 gpsfm, which is allowed by Title 22.

Cloth Disk Filters Design Parameters

Parameter	Value
Number of Filters	8
Media Type	Cloth
Media Surface per filter	645.6 sqft
Filtration Rate (@ ADWF w/ 1 unit out of service)	1.7 gpsfm

Chlorine Disinfection and Contact Tanks

Gaseous chlorine is utilized to disinfect the filtered effluent. The chlorination system is a liquid withdrawal system in which liquid chlorine is transferred from one-ton cylinders to one of two evaporators. Following the evaporators, gaseous chlorine is directed to five chlorinators that monitor and feed appropriate chlorine dosages to the respective application points within the RWQCF. The chlorine building is designed to store 18 cylinders with two sets of four cylinders being manifold to the chlorine feed system.

Two evaporators are provided for redundancy purposes. Automatic switchover between the two-manifold sets of tank chlorinators is provided. A chlorine scrubber system and fire sprinklers are provided as safety features at the chlorine building. The building also provides housing to Substation 5 electrical switchgear, which serves the tertiary facilities.

Design criteria of the chlorine disinfection system are summarized in Table 2-11. To meet Title 22 disinfection requirements, Chlorine Contact Tanks 1 and 2 operate in parallel. Title 22 disinfection requires a contact time (CT) of 450 milligram-minutes (90 minutes modal contact time, 5 mg/L residual chlorine at the end of the tank at peak dry weather design flow.).

Both tanks are covered to prevent loss of chlorine from sunlight and evaporation, as well as to prevent airborne contamination. A submersible induction mixing system (Water Champ) is installed at the inlet to the tanks for chlorine induction and to promote better mixing. The chlorine residual is measured using a chlorine residual analyzer. Chlorine Contact Tanks 1 and 2 design criteria are provided in Table 2-11.

Chlorine Contact Tanks 1 and 2 utilize several tools to optimize the hydraulic efficiency and to achieve near plug flow characteristics of the basins:

- Long channel to increase length to width ratio.

A computational fluid dynamic model (CFD) using finite element analysis was performed in the design of the tanks to determine and minimize short-circuiting.

An energy dissipation baffle was placed at the inlet of each tank to promote even flow distribution and prevent short-circuiting flow patterns.

Depth to width ratio was set at 1:1.

A concrete roof cover over the entire tank to protect from external contamination (e.g. dust, birds, etc.) and elimination of wind effect, which can cause surface currents.

Use of bulb shape at the ends of the partition walls to minimize short-circuiting.

Curved wall at each change of direction.

Provisions for cleaning.

Weirs at tank exit to maintain depth.

As part of the start-up of the tertiary treatment facilities at the RWQCF, a tracer test was conducted on Chlorine Contact Tanks 1 and 2 to confirm a minimum modal contact time of 90 minutes within the contact basin. The results showed that the 90-minute modal contact time requirement was achieved in one of the chlorination contact basins at a test flow of 11.3 MGD. The actual modal contact time determined was 126 minutes. Table 2-11 lists the design parameters of the chlorination system.

Chlorination System Design Parameters

Parameter	Value
Disinfectant	Chlorine Gas
Number of Cylinders	12
Dose	12 mg/l
Evaporators	2
Capacity of each evaporator	10,000 lbs/d
Chlorinators	5
Capacity of each chlorinator	2,000 lbs/d
Chlorine Contact Basins	2
Volume each	1.09 MG
Modal Contact Time @ 22.6 MGD	126 min

Dechlorination System

To meet the NPDES requirement, the facility effluent must be dechlorinated prior to discharge to receiving waters. Dechlorination is accomplished by use of liquid sodium bisulfite, which is fed from the dechlorination facility to the effluent Parshall flume. A chemical diffuser disperses sodium bisulfite at the outlet of the Parshall flume. The dechlorination facility includes two storage tanks, chemical metering pumps, and concrete containment area. The design criteria for the dechlorination facility are presented in Table 2-12.

Dechlorination System Design Parameters

Parameter	Value
Dechlorination Chemical	Sodium Bisulfite
Storage Volume	20,000 gal
Dosing Pumps	2

Recycled Water Pump Station

The recycled water pump serves two similar recycled water projects. The recycled water pumps deliver recycled water via the recycled water distribution system detailed in Section 3 of this report. The pump station functions as two separate pump stations, with one set of pumps dedicated to serving the TID WEC and the other set serving the City's Pedretti Park irrigation site. Design criteria for the recycled water pump station is presented in Table 2-13.

Recycled water pump station Design Parameters

Parameter	Value
TID Recycled Water Pumps	
Number	3 (2 duty, 1 standby)
Flow @ Head	700 gpm @ 50 ft
City of Turlock Recycled Water Pumps	
Number	2 (1 duty, 1 standby)
Flow @ Head	1,400 gpm @ 230 ft

Solids Handling

Solids removed from the primary and secondary processes are pumped to one acid-phase digester. The digester is mixed by gas diffusers and the solids are recirculated through heat exchangers for optimum temperature control. From the acid-phase digester, sludge flows into five methane digesters. Each methane digester has a detention time of 15 to 20 days. Solids from the methane digesters overflows into a secondary digester. The secondary digester is not mixed or heated. The solids are allowed to settle in the secondary digester. The settled solids are pumped to drying beds for dewatering. The secondary digester has a floating cover that provides gas storage for three boilers. Hot water produced by the boilers is utilized to maintain the proper temperature for efficient anaerobic stabilization in the anaerobic digesters.

Dried biosolids are removed from the drying beds and screened as needed to remove inert material. Biosolids are land applied to agricultural land. A small portion of the City's biosolids is composted with green waste. Table 2-14 shows the design parameters of the solids handling facilities.

Solids Handling Design Parameters

Parameter	Value
Acid Phase Digesters	
Number	1
Diameter	40 ft
Depth	36 ft
Detention time	2.6 days
Methane Phase Digesters	
Number	6
Diameter/Depth	2 @ 65 ft/ 25 ft 2 @ 80 ft/ 25 ft 1 @ 85 ft/ 26 ft
Sludge Drying Beds	
Number	24

Telemetry System

In 1991, the City installed a telemetry system (SCADA) to monitor the City's water and wastewater systems. Currently the RWQCF has the ability to monitor and remotely control the majority of the treatment processes. The system enables staff to more closely monitor electrical and mechanical equipment and notification of system failures.

Operations and Maintenance Manuals

Operations and Maintenance Manuals (O/M) from the 1972, 1978, 2003, 2006 and the 2014 RWQCF expansions and compliance construction projects are available to staff as well as O/M manuals from the respective equipment manufacturers. In addition, Operations and Maintenance staff has access to Engineering/Consulting staff for assistance during extraordinary circumstances.

Plant Reliability Features

The RWQCF has built-in reliability features in compliance with Sections 60333 through 60355 of Title 22 CCR. The design of process piping, number of units/equipment, and equipment arrangement within the tertiary treatment facilities allows for efficient and convenient operation and maintenance. In addition, the design provides operational flexibility, such that the highest possible degree of treatment can be attained under varying circumstances.

Alarms

Process instrumentation is available at all treatment processes that are critical for the adequate performance of the RWQCF in accordance with Section 60335 of the CCR. Alarms are generated when the readings provided by the process instrumentation are not within the specified limits. Specifically, alarms are provided for notice of:

Loss of power from the normal power supply.

Failure of the biological treatment processes.

Failure of the disinfection process.

Failure of the coagulation process.

Failure of the filtration process.

Additional process failures throughout the RWQCF.

Failure of any of the above-mentioned processes initiates various alarms at the Operations Control Center (OCC), remote OCC monitoring stations and via cell phone carried by Operations Staff. For the purposes of this report OCC means all of these notification systems. Alarms are installed to warn of failure of critical unit processes and equipment. In the event of power loss, wastewater flow is diverted to the emergency holding basins until power is restored. All alarms are connected to a UPS backup power supply.

Alarms sound locally at the treatment process where the alarm condition is taking place as well as in the facility OCC. An alarm condition appears on the alarm log as well as on the operator's monitoring screen. Changes to the operation of the facility can be made at the OCC and/or from the local equipment area.

Power Supply

Power supply is provided by two separate 12 kilovolt (kV) power service feeds from the TID grid for redundancy. The two power service feeds terminate at the primary electrical service building. From there power is distributed to individual unit substations throughout the facility. In the event of power loss from the Grid power supply, backup power supply is available. A backup emergency power

generator provides electric power to the influent pumping station and administration buildings. During the automatic power transfer, partially treated wastewater flow is diverted to the existing 30-million gallon emergency storage holding basins. Following notification and successful power transfer, facility staff must manually restart the biotower pump station, the secondary effluent pump station, and the aeration basin blowers. All other equipment is automatically restarted upon power transfer.

Due to the critical safety nature of the chlorine building, a dedicated backup power supply is provided via the 125-kw generator. The generator provides power to chlorine sensors, alarms, automatic shut off valves on the chlorine cylinders, and to the chlorine scrubber system. In addition to meeting the alarm and standby power source feature of Section 60337, the RWQCF also provides for alarm and automatically actuated short-term retention of wastewater flows, as described in Section 60341.

As required in Section 60337, the RWQCF provides alarms at critical unit processes and a standby power source.

The treatment facility is staffed 24 hours per day, 7 days per week. All operations staff are State certified through the State Water Resources Control Board (SWRCB) Office of Certification.

The design of the RWQCF provides multiple treatment units, standby equipment, and spare parts for critical equipment. Multiple treatment units allow individual units to be out-of-service for maintenance or repair while maintaining treatment capability. Standby equipment and spare parts are provided for redundancy.

Headworks

The headworks consist of two identical size screens with a maximum hydraulic capacity of 20 MGD per unit. The peak hydraulic capacity of the WWTP is provided with one screen out-of-service. If one of the mechanical screens fails to operate, the water level in the influent channel will rise. An influent channel high level alarm is activated to alert operators of the problem. During conditions of high influent flow, as second pump station and screening system can be put into service.

Primary DAF clarifiers

The three primary DAF clarifiers have a maximum hydraulic capacity of 7.0 MGD per unit. The peak hydraulic capacity of the RWQCF is provided with one primary DAF clarifier out-of-service. This meets the reliability requirement of Section 60343. The mechanical equipment associated with the primary DAF clarifiers includes the collector drive mechanisms, the pressurization/recycle pumps, and the air compressor system.

The following alarms are available at the primary DAF clarifiers:

Fail alarms at all pieces of power driven equipment.

High and low pressure alarms for the air compressor system.

High and low level alarm at the float pit wet well, which provides temporary storage of primary float/sludge.

Emergency Holding Basins

The Emergency holding basin provides short-term primary effluent storage. The emergency holding basin allow for 30 MG of storage capacity and stored flows can be returned to the RWQCF headworks at a flow rate determined by operations staff.

Biotower Pump Station

The biotower pump station provides pumping of primary effluent and return activated sludge (RAS) to Biotowers 1 and 2. The pump station has four duty pumps and one standby pump. Alarms are provided to alert of pump failure and high and low level on the wet well.

Biotowers

There are two biotowers. Multiple units allow a unit to be out-of-service while still providing a varying degree of secondary treatment to the entire flow stream. Subsequent aeration basins, which are located downstream of the biotowers, provide sufficient secondary treatment capacity at average flow conditions if one of the biotowers was out-of-service.

Aeration Basins

As required within Section 60345, a minimum of one of the reliability requirements is being satisfied at the RWQCF. Accordingly, both Part A and B of Section 60345 are provided.

There are seven activated sludge aeration basins. Multiple basins allow a unit to be out-of-service while still providing sufficient treatment at average flow conditions. In the event that a basin is out-of-service during peak flow or load periods, primary effluent can be stored in the emergency holding basins.

Secondary Clarification

As required within Section 60347, a minimum of one of the reliability requirements is being satisfied at the RWQCF. Accordingly, both Part A and B of Section 60347 are provided.

There are four secondary clarifiers. Multiple clarifiers allow units to be out-of-service and still provide sufficient secondary treatment capacity at ADWF conditions. The only mechanical equipment associated with each secondary clarification unit is the clarifier drive mechanism. A fail alarm is available at the clarifier drive mechanism.

Sludge Pumping

Both primary sludge and waste activated sludge (WAS) are pumped. RAS is returned to the biotower pump station either by gravity or by pumping. Fail alarms are available at each of the sludge pumps. A total of five primary sludge pumps are available to pump primary sludge - one duty per primary DAF Clarifier and two standby pumps.

Secondary Effluent Pump Station

The secondary effluent pump station has three duty pumps, one standby pump, and alarms for pump failure. There are also high and low level alarms on the wet well.

Secondary Equalization Basins

Peak flows in excess of 20 MGD can be diverted to Secondary Equalization Basins 1 and 2 for diurnal storage. In addition, Secondary Equalization Basins 1 and 2 allows for secondary effluent storage during emergency conditions. As such, these two basins can be used in conjunction with the Emergency Holding Basin for short-term storage. Secondary Equalization Basins 1 and 2 provide approximately 2.0 MG of secondary effluent storage.

Chemical Feed Systems

As required within Section 60349, Part A, all of the listed reliability requirements are satisfied at the RWQCF. The polymer and coagulant feed systems, which are located in the chemical handling facility, include the following features:

The polymer feed system includes a total of two units. The polymer feed system utilizes two polymer totes for storage of neat polymer.

The coagulant storage tanks provide a combined storage time of 61 storage days at the design treatment capacity.

Automatic dosage control of polymer and coagulant is provided in conjunction with the high-rate clarifier/thickener treatment system. The feed systems are alarmed for pump failure and high and low liquid levels within the storage tanks.

In addition to the above design characteristics, the chemical feed systems satisfy a minimum of one of the outlined reliability features of Section 60439, Part B, as required. Specifically, both Parts 1 and 2 are being met. Alarm and multiple coagulant units are provided to treat the entire flow up to 20 MGD with one unit out-of-service. In addition, alarm, short-term retention provisions (using the holding basins), and standby equipment are provided to meet reliability requirements.

Flocculation/Sedimentation Tanks

The flocculation/sedimentation tanks have alarms to alert operations staff of a mechanical mixer, flocculator, and/or clarifier drive failure. Influent and effluent turbidity and pH meters provide continuous monitoring of the two streams. There are two treatment units. The multiple configuration allows one of the units to be out-of-service while still providing sufficient treatment capacity of 20 MGD.

Cloth Disk Filtration

As required within Section 60351, the filtration system provides a minimum of one of the outlined reliability features. Specifically, both Parts A and B are being satisfied. There are eight filter units. The multiple configuration allows one unit to be out-of-service while still providing treatment capacity of 20 MGD with a hydraulic loading rate of 3.0 gpm/ft², which is lower than the maximum rate 6.0 gpm/ft² allowed under Title 22. Each filter is provided with alarms for equipment failure. Each filter effluent line has continuous turbidity monitoring and an alarm for high turbidity. Under high turbidity conditions, the following scenario is initiated:

If a high turbidity alarm results from one filter, the filter will be automatically shut-down and the backwash and/or high-pressure wash modes initiated.

Operations staff will be notified at the OCC of the alarm.

Upon completion of the backwash and/or high-pressure wash cycles, the filter will initiate the filter-to-waste mode. When the filter-to-waste flow shows satisfactory turbidity levels, the filter will return to normal operation.

If the filter-to-waste flow does not meet turbidity levels within an operator-set period, the filter will be automatically shut-down and facility staff will be notified through the OCC.

Chlorine Disinfection

As required within Section 60353, Part A, all of the listed reliability requirements are satisfied at the RWQCF. The chlorination feed system, which is located in the new chlorine building, includes the following features:

Standby chlorine supply consisting of 18 one-ton cylinders.

Two manifold systems, each connecting four one-ton cylinders.
Chlorine scales located on each of the manifold system cylinders.
Automatic switchover device between the two manifold systems.
Chlorine residual monitoring verifies proper operation and control dosing for disinfection at the OCC.

In addition to the above design characteristics, the chlorination system satisfies a minimum of one of the outlined reliability features of Section 60353, Part B, as required. Specifically, Parts 1, 2, and 5 are met. Alarms and a standby chlorinator unit are provided to treat the entire flow up to 22.6 MGD with one unit out-of-service. In addition, alarm, short-term retention provisions (using the holding basins), and standby replacement equipment is provided to meet reliability requirements. Also, multiple point chlorination is available to operations staff - either at the influent box of the chlorine contact tank, the influent line to the cloth disk filters, or the secondary clarifier launders. Each injection point has a separate chlorinator and the ability for a separate chlorine supply through the operation of both manifold systems.

Due to the critical safety nature of the chlorine building, an additional backup power supply is provided via a 125-kw generator. The generator provides power to chlorine sensors, alarms, automatic shut off valves on the chlorine cylinders, and to the chlorine scrubber system.

Chlorine Contact Tank and Effluent Quality Monitoring

Chlorine Residual

A chlorine residual monitor is provided in the chlorine contact tank. Chlorine residual is continuously monitored to determine if the chlorine residual is sufficient.

Effluent Turbidity

A facility effluent turbidity meter measures the turbidity of the facility effluent leaving the chlorine contact tank. Turbidity is continuously monitored to determine if the 24 hour average effluent turbidity is 2 NTU or less.

Controls:

Chlorine Residual Analyzer:

Alternate method to provide a signal which can be used to control gas feed rate for Chlorinators 1 and 2. Monitors the level of chlorine residual to calculate the disinfection CT level (modal contact time in minutes multiplied by chlorine residual in mg/L) for Title 22 compliance. Target minimum CT is 450 mg/L-min.

Turbidity meter Analyzer:

Monitors the level of turbidity for Title 22 compliance in NTU.

If turbidity reading is equal to or greater than 2 NTU, an alarm shall be generated at the SCADA system.

If turbidity reading is equal to or greater than 5.0 NTU, an alarm shall be generated at the SCADA system and the facility water quality failure shut down sequence shall be initiated. See Junction Box 8.

Junction Box 8

Junction Box 8 is a hydraulic structure that receives the disinfected facility effluent out of the chlorine contact tank. This junction box serves two purposes:

Connects the chlorine contact tank to the existing 48-inch facility effluent pipe.

Allows the operator to divert the facility effluent from flowing to the Harding Drain Bypass Pipeline and instead to flow to the secondary effluent equalization basins in case of effluent water quality failure.

Under normal operation, the gate to the effluent pipe is open and the effluent by-pass gate to the equalization basin is closed.

Controls

Effluent water quality failure is defined as follows: Monitors the level of chlorine residual and turbidity for compliance with California Title 22.

Chlorine Residual Failure: If the level of chlorine residual in the chlorine contact tank is less than 5 mg/L.
Facility Effluent Turbidity meter Failure: If turbidity reading is equal to or greater than 5.0 NTU, an alarm shall be generated at the SCADA system and the facility water quality failure shut down sequence shall be initiated.

In case of effluent water quality failure, the SCADA has two settings:

Setting 1: Alarm Warning. Any one of the two or a combination of these two water quality failures will trigger an automatic alarm at the SCADA. The operator can then decide to bypass the facility effluent flume.

Setting 2: Same as Setting 1 except that the Alarm Warning triggers an automatic alarm at the SCADA and automatically shut down and bypass the facility effluent flume. As soon as this happens, the secondary effluent pump station and biotower pump station will shut down.

Effluent Junction Box 9

Junction Box 9 is the last flow control structure before the treated effluent leaves the facility and is discharged to the outfall. It contains a gate that the sole purpose is to stop flow from leaving the RWQCF. The gate is controlled by a pneumatic cylinder. An air receiver is located adjacent to the pneumatic air cylinder which allows the gate to close automatically even if under a power loss situation. If a power loss occurs, the gate will automatically close and must be manually reset.

If the gate is closed, the flow is automatically diverted to the emergency holding ponds, which can hold approximately three days of flow.

Supplemental Water Supply

A failure of the treatment system, such as a biological upset, a mechanical process failure, a high turbidity in the effluent, or low chlorine residual, could temporarily cease production and distribution of recycled water.

As the recycled water supply is meant to offset the use of potable water normally used by the User, there is no provision to provide a supplemental water supply in the event recycled water is unavailable.

Monitoring and Reporting

Monitoring and reporting at the RWQCF is conducted in accordance with Monitoring and Reporting Program contained within RWQCB Order No. R5-2015-0027. The RWQCF operates its own ELAP certified laboratory for routine analyses including BOD₅, TSS, turbidity, coliform bacteria, chlorine residual, and other parameters. Parameters to be monitored for Title 22 compliance include continuous turbidity monitoring and daily grab sampling for total coliform. A flow based programmable sampler is provided downstream of the effluent Parshall flume for composite sample collection.

Composite samplers are periodically calibrated in accordance with the manufacturer's maintenance instructions. Operating records and reports are maintained and submitted as required by the RWQCB and Title 22. Additional operating records are compiled to monitor and control treatment facility operations. Records include regular water quality analysis and logging of operational problems, facility

and equipment breakdowns and repair schedules, diversions of primary effluent to the Emergency Holding Basins and recycled water to the Chlorine Contact Tank 1 and 2 or to the final effluent pump station, and corrective and preventative actions taken to comply with permit requirements.

Maintenance practices are based on those recommended by the equipment manufacturer, the EPA and others. Maintenance records are kept to help track equipment performance. Preventative maintenance is performed such that all equipment is kept in a reliable operating condition. All instrumentation and turbidity monitoring equipment is calibrated on a regular basis by an instrumentation technician.

Contingency Plan

This Section provides a description of the contingency measures that will be taken by the City to prevent inadequately treated wastewater from being delivered to recycled water users.

The City's contingency plan for on-site treatment system operations is implemented for treatment process failure or equipment downtime at the RWQCF. The main conditions of treatment system operations that could necessitate the diversion of recycled water are: 1) secondary treatment process failure, 2) high turbidity leaving the filter system, and 3) high bacterial count leaving the disinfection facilities.

Regular analysis of the secondary system alerts operations staff to potential problems in the operation of biological processes in the activated sludge process. Alarms on critical equipment also alert operators of equipment failure and the possible need to modify treatment facility operations.

The turbidity of the treated effluent leaving the filters must average 2 NTU during a 24 hour period and cannot exceed 5 NTU more than 5 percent of the time. Continuous turbidity monitoring connected to an alarm system ensures this limitation is consistently met. An alarm is triggered whenever the effluent from a filter unit exceeds 2 NTU. If the turbidity exceeds 2 NTU from one filter for a set period of time, the filter is shut-down and automatically backwashed. If the turbidity exceeds 2 NTU from two or more filters, flow ceases to the tertiary facilities and is automatically diverted. The facility operator responds to the alarm, evaluates the situation, and has the option of implementing the following measures to correct the situation:

Shut-down the biotower pump station and begin diversion of primary effluent to the Emergency Holding Basin.

Modify the polymer and coagulant dosages within the Coagulation/Sedimentation Tanks 1 and 2 to increase turbidity removal.

Reduce filter hydraulic loading to increase turbidity removal.

Modify the filter backwash rate.

Modify the operation of the activated sludge process to decrease the turbidity entering the tertiary facilities.

At Junction Box 8, begin diversion of facility effluent to the equalization basins. The flow from these basins can either be reprocessed through the tertiary treatment or drained into the facility sewer for complete retreatment.

Once the filter effluent turbidity is below the alarm set point established to consistently meet the turbidity limitation, the filter effluent is returned to the recycled water facilities.

Chlorine is used for disinfection. If the effluent coliform concentration exceeds 2.2 most probable number per 100 milliliters (MPN/100 mL), the recycled water pump station is turned off. Recycled water

distribution will not resume until the coliform count is less than 2.2 MPN/100 mL for three consecutive days.

In an emergency situation or in the event that effluent not meeting disinfected tertiary quality is accidentally discharged, recycled water users and DDW are notified immediately by phone. In a non-emergency situation, such as a minor monitoring violation, records are kept at the RWQCF. Once operation of the tertiary facilities has been reestablished, the RWQCF notifies the users that recycled water is available.

There is no foreseeable circumstance when the alarm system would not be responded to since an audible alarm is located at the RWQCF and the facility is staffed 24 hours a day.

Section 3 - Recycled Water Transmission and Distribution Facilities

3.1 Introduction

This Section discusses the operation of the existing recycled water pumping, and distribution systems. A map showing the location of the recycled water transmission and distribution system is included in Attachment C.

Recycled Water Delivery

Delivery of recycled water to mobile commercial and residential users will be provided by an on-site filling station at the City owned Regional Water Quality Control Facility. The recycled water delivery filling system will consist of 1 inch PVC “nozzles” with manual shut off valves connected to the RWQCF tertiary treated process water distribution system.

Residential Users will fill their properly labeled containers through these nozzles. Each User will be limited to a maximum of 300 gallons per visit. Portable containers or tanks are prohibited from being connected to any potable water supply system.

Commercial users will utilize a valved and metered connection with 2”-3” hose connections for filling of non-potable water tanks meeting City requirements. This filling system will be connected to the existing distribution system that supplies recycled water to the Regional Water Quality Control Facility.

Commercial users (Haulers) shall maintain and keep in each vehicle a daily log book of recycled water delivery. Each entry shall contain at a minimum the following information; date of delivery, name and address of delivery/recipient, type of use, volume delivered/used and intended use of water delivered. Connection to any potable water delivery system is prohibited.

Delivery of recycled water to industrial users for process water needs will be provided through direct connection to the existing distribution and discharge system. Prior to approving a connection, these Users must comply with the requirements of the City of Turlock Recycled Water Rules and Requirements inclusive of Title 22 requirements and .

Section 4 - Recycled Water Use Areas

4.1 Use Area Description

The project intends to provide recycled water for commercial uses related to construction water (soil compaction, dust control, cement mixing etc..) and landscape services as well as residential users who wish to utilize recycled water for their home landscape, gardening and water feature needs. However, approved uses relative to this program will be limited to soil compaction, dust control, cement mixing and landscape irrigation for commercial/residential landscape, gardening and water features. This is only a partial list of allowable uses for disinfected tertiary recycled water as noted in Title 22 Article 3. Other allowed uses for industrial process water as listed within Title 22 will be considered on a case by case basis, provided all regulatory requirements are met.

The anticipated use area within the surrounding Turlock area is a mixture of commercial, industrial and residential development typical of Central Valley communities. There are no natural drainage courses within the City. Consequently, storm water flows are regulated by holding basins and eventual discharge to irrigation canals, the wastewater treatment facility or percolate into the soil.

The volume of recycled water used by any one user is anticipated to pose little if any threat to groundwater or potable water supplies. This reasoning is supported by the concept that in order to cause any impact to ground water supplies the quantity of recycled water applied would overwhelm the location it is being applied on.

Training and use restrictions will mitigate any potential threat to potable water supplies.

Through required training, Users of recycled water will be responsible for following the rules and regulations of the City of Turlock Recycled Water Program;

Follow and abide by requirements of the Turlock Municipal Code, City's Recycled Water Rules and Regulations, California Code of Regulations Title 22, Division 4, Chapter 3, State Water Resources Control Board Order WQ 2014-0090-DWQ General Waste Discharge Requirements for Recycled Water Use, Regional Water Quality Control Board Order R5-2015-0027 and other Federal, State, County regulations related to the proper use of recycled water.

Failure to do so will result in revocation of their City issued permit. Violations of the aforementioned regulatory requirements may result in monetary fines pursuant to City of Turlock Municipal Code 2-11.

Training

This section describes the training that City (Administrator) and Users will receive to ensure compliance with the City's Recycled Water Rules and Regulations.

Users will be trained in the proper use of recycled water by the Administrator. The recycled water User training program will include, but not be limited to, the following:

Users will be aware that recycled water, although highly treated, is non-potable. Recycled water may never be used for human consumption.

Users must understand that working with recycled water is safe, if good judgment is used and appropriate rules are followed.

Users must understand that conditions such as ponding, overspray and runoff of recycled water are not allowed and should be corrected immediately.

Good personal hygiene must be followed (i.e. washing hands after working with recycled water).

Users must understand where the recycled water and domestic water pipelines are located and there is never to be a direct connection between the recycled water system and the potable water system.

Users must understand that adequate measures shall be taken to minimize public contact with recycled water.

Users must understand that any device, hose, pipe, meter, valve, tank, pump, truck, etc. which has been used with recycled water may not be used to convey potable water nor attached to the potable water system unless it is cleaned and properly disinfected.

City Employee Training

The employees of the RWQCF are trained in the proper use of recycled water. Training seminars are conducted for new site supervisors and new employees as well as to refresh experienced personnel. These seminars are specific to the needs of the individuals being trained and include treatment plant operations and maintenance, regulations regarding the use of recycled water, and monitoring and reporting procedures.

The City employees involved in the treatment and distribution of recycled water receive training dealing with the tertiary treatment process and the regulations for use as it applies to their responsibilities. The on-site supervisors receive City-sponsored training specific to the distribution and use of recycled water. The emphasis is on the proper operation of the facility to protect public health and comply with the recycled water regulations.

CITY OF TURLOCK
NOTICE OF INTENT FOR THE USE OF RECYCLED WATER
WITHIN STANISLAUS COUNTY

SECTION I – FACILITY/WASTEWATER TREATMENT INFORMATION

TRWQCF Description: The City of Turlock Regional Water Quality Control Facility (TRWQCF) is designed to treat an average of 20 MGD and is currently treating an average influent flow of 10.3 MGD.

Wastewater influent consists of wastewater from the City of Turlock, Community Service Districts of Keyes and Denair and up to 2 MGD of primary treated wastewater from the City of Ceres. The TRWQCF produces disinfected tertiary treated water that meets Title 22 standards for unrestricted use pursuant to Title 22 sections 60301.230(a)(1). For the purposes of this NOI the City intends to provide its tertiary treated water to interested persons for other purposes as allowed by Title 22 section 60307 (a) & (b) such as industrial process water that may come into contact with workers 60307(a) and for transient uses such as construction water for soil compaction, cement mixing (60307)(b) and landscape watering.

Owned and operated by the City of Turlock, pretreatment and primary treatment consists of: influent screening, grit removal, primary flotation, secondary treatment (which consists of activated bio-filtration for BOD/TSS reduction and nitrification), secondary clarification, tertiary treatment (which consists of high rate clarification with chemical addition, cloth disk filters), disinfection via chlorination, dechlorination by sodium bisulfite, effluent discharge to San Joaquin River, up to 2 MGD provided for cooling water purposes to 250 MW gas fired cogeneration facility and an annual average of 100,000 gpd for irrigation of Pedretti Park Regional Sports Complex, solids handling (which consists of gravity belt thickener for waste activated sludge, anaerobic digestion via acid phase digester, methane phase digesters, sludge drying beds) and beneficial reuse of biosolids via land application to farmland and co-compost for public distribution.

The wastewater facilities also include a 37.2 million gallon earthen emergency storage basin, which allows the diversion and storage of primary effluent if necessary. The emergency storage basin was constructed with a 6" bentonite liner on the bottom and sides. The basin is used for the temporary storage of wet weather influent flows that may exceed treatment unit capacity's, influent waste loads that may cause treatment plant upsets or to hold effluent wastewater that may not meet effluent permit limitations.

A more detailed description of the treatment systems is provided below.

Preliminary treatment: Preliminary treatment includes coarse screening to remove debris and influent pumping to lift the wastewater from the Incoming sewers to allow it to flow by gravity through the primary treatment process.

Primary treatment: Primary treatment consists of flotators which remove solids, organic matter, and grit (such as sand, rocks and other inert materials). The flotators lift the lighter solids, primarily from industries, using fine bubbles that are entrained into the incoming wastewater. Heavier solids and grit are settled to the bottom of the flotators and pumped out for dewatering and disposal in a landfill.

Secondary treatment: Secondary treatment is accomplished with an integrated treatment train consisting of biotowers, aeration basins and secondary clarifiers. Secondary treatment removes

dissolved organic material and provides further removal of suspended solids left from primary treatment. The secondary processes also reduce ammonia levels in the effluent.

Tertiary treatment: Tertiary treatment is achieved with high rate flocculation/sedimentation basins, tertiary filters, and chlorine contact tanks. Flocculation/sedimentation basins and filters are used to remove remaining fine particles in the effluent. Chlorine contact tanks (CCTs), the final liquid treatment process, allow time for chlorine solution to provide a high level of disinfection of the effluent before it is discharged to the San Joaquin River or sent to recycled water customers.

Solids processing: Solids removed from the treatment processes are processed with anaerobic digesters. The digesters utilize anaerobic bacteria to reduce the volume and organic content of the solids. After passing through the digesters, the solids are dried in concrete lined sludge drying beds. When dry, the biosolids are trucked by an outside contractor to a permitted agricultural site for beneficial reuse. A portion of the dried solids are co-composted with green waste to create a finished compost product.

The digesters produce biogas (methane) as a byproduct of the biological process. Much of the gas is utilized for heating the anaerobic digesters to sustain the process. Excess gas is flared off.

Best Practices: The operation and maintenance of the TRWQCF is dictated by State and Federal discharge requirements, San Joaquin Valley Unified Air Pollution Control District regulations, Integrated Waste Management Board regulations, SWRCB DDW ELAP requirements as well as other regulatory agencies. Abiding by these regulations is accomplished through the Operation and Maintenance manuals developed by CH2M Hill in 1978, Carollo Engineers in 2003 & 2006, City developed Standard Operating Procedures, laboratory QA/QC manual and other resources available depending on the specific situation. Additionally, all operations staff are certified by the SWRCB as Wastewater Treatment Plant Operators in various Grades from Operator I to Operator V. Additionally, Electrical/Mechanical and Laboratory staffs are certified by the California Water Environment Association in specific disciplines related to their job description.

Disposal Methods: Final effluent from the TRWQCF is discharged to the San Joaquin River. This is accomplished by a 3 mile outfall pipeline which connects to a pump station and subsequent discharge into a 36" pipeline directly to the San Joaquin River.

A summary of the final effluent characteristics and flow variations for calendar year 2014 is provided below.

2014 TRWQCF FINAL EFFLUENT CHARACTERISTICS											
2014	EFF.	EFF	EFF	EFF	EFF	E.C.	EFF.	EFF.	EFF.	EFF.	EFF.
Average	FLOW	BOD	TSS	SET	Coliform	GRAB	pH	ALK.	TURBITY	D.O.	NH3-N
	MGD	mg/l	mg/l	SOLIDS	Bacteria	MHOS/cm	GRAB	COMP.	COMP	GRAB	COMP
Month	X	X	X	ml/L	MPN/100	X	X	mg/L	NTU	mg/l	mg/L
Jan	8.4	2	5	<0.1	<2	998	6.9	120	1.9	8.3	0.6
Feb	8.3	2	8	<0.1	<2	996	6.8	118	2.2	8.4	4.6
Mar	8.7	2	8	<0.1	<2	959	6.8	118	2.6	8.6	2
Apr	9.2	2	7	<0.1	<2	1014	6.8	118	2.3	8.4	2.1
May	8.2	2	4	<0.1	<2	1028	7	130	1.8	8.2	<1.0
Jun	8.2	2	4	<0.1	<2	1083	6.9	126	1.7	8	<0.5
Jul	8.4	2	5	<0.1	<2	1103	7	130	1.9	8	0.3
Aug	8.8	2	5	<0.1	<2	1111	6.9	128	1.9	7.9	<1.0
Sep	8.4	3	5	<0.1	<2	1102	7	128	1.8	7.8	<1.0
Oct	8.7	3	5	<0.1	<2	1066	6.9	125	1.4	7.8	<1.0
Nov	8.5	3	5	<0.1	<2	1004	6.8	108	1.4	8.6	<1.0
Dec	8.4	3	5	<0.1	<2	916	6.8	108	1.7	8.6	<1.0
Total	102.2	28	66			12380	82.6	1457	22.6	98.6	9.6
High	9.2	3	8	<0.1	<2	1111	7	130	2.6	8.6	4.6
Low	8.2	2	4	<0.1	<2	916	6.8	108	1.4	7.8	0.3
Avg	8.5	2.3	5.5	<0.1	<2	1031.7	6.9	121.4	1.9	8.2	1.9

SECTION II - RECYCLED WATER APPLICATION

The City of Turlock, as the Administrator of the recycled water program will supply to qualified applicants recycled water for industrial, construction related and landscape irrigation uses.

Administrator

City of Turlock

Wayne Clay

Water Quality Control Division Manager

(209) 668-5590

156 South Broadway # 270

Turlock, CA 95380

At this time the City is unable to accurately predict the number of, nor demand for recycled water for the uses outlined in this NOI. However, we do anticipate interest from construction firms, other landscape businesses and individual residents for mobile use of recycled water.

Operation and Management plans for the use of recycled water at Industrial, Construction and Residential landscape sites shall consist of the following:

Compliance with the City of Turlock Recycled Water Program Rules and Regulations, the requirements of SWRCB Order WQ 2014-0090 DWQ, California Water Code Titles 17 and 22 and RWQCB WDR Order # R5-2015-0027. In summary, these documents stipulate the methods in which the recycled water shall be used: recycled water quality, control measures to be taken to prevent cross connections with potable water supplies and recycled water supplies, proper signage, permitted methods for use in industrial, construction related, landscape irrigation uses and proper reporting and training requirements. All of which are incorporated by title and attachment into the City of Turlock Recycled Water Program Rules and Regulations.

See Attachment A of the distribution systems and approximate use areas. As a portion of this NOI is related to the provision of recycled water to mobile User's, both residential and commercial the use area for these Users is within Turlock proper and the surrounding geographic area of Stanislaus County.

SECTION III – DESCRIPTION OF WATER RECYCLING USE PERMIT PROGRAM

The City of Turlock, as the Administrator will maintain authority over the recycled water use program as provided by the City's Municipal Code, requirements of the Waste Discharge Requirements and Monitoring and Reporting Requirements as imposed by the Regional Water Quality Control Board and California Water Code Section 1210 relative to ownership of the recycled water. Additionally, the City and approved Users will enter into an agreement identifying the terms and conditions of recycled water use.

The program will be implemented through consideration of SWRCB Division of Drinking Water, Title 17 and 22 requirements for the distribution of recycled water. Further information is provided within the Title 22 Engineering Study (Appendix A.)

On-site cross-connection control is important from the standpoint of protecting public health to prevent connections between recycled water piping, sewage piping, and domestic water piping.

The mobile recycled water program prohibits any connection to potable water lines. User's will be trained in identification of cross-connections and as a condition of their permit be prohibited from causing any type of cross-connection condition. Periodically the City will inspect permitted recycled water User areas.

See Attachment B for Monitoring and Cross Connection Control forms

Monitoring and reporting will be performed pursuant to the monitoring and reporting program Attachment C and "Attachment B" of the SWRCB Order WQ 2014-0090-DWQ and as required by DDW. Monitoring reports will be submitted to the City.

At a minimum the Use area inspection program will consist of the following:

- Is there evidence of recycled water runoff from the site? If yes, the User must submit a sketch showing the affected area(s) and estimated volume of runoff.
- Is there an odor due to recycled water at the site? If yes, the User must provide a description of the apparent source, characterization, direction of travel, and any public use areas or off-site facilities affected by the odors.
- Is there evidence of recycled water ponding, and/or evidence of mosquitoes breeding due to ponded water?
- In the past year or since the last annual site inspection report, has the site owner, tenant or user supervisor changed?
- What corrective actions are being taken to correct any problems noted in the report?

General requirements for the operation and maintenance of a fixed recycled water system (Industrial Users.)

By accepting recycled water service, User agrees to comply with and enforce the City Rules and Regulations for recycled water use.

Site Supervisor Designation

Approved Users must designate a representative to be the Site Supervisor of the site where recycled water is used. The Site Supervisor represents the owner, tenant, or property manager as a liaison to the City. The Site Supervisor must have the authority to carry out any requirements of the City. It is recommended that the Site Supervisor be an employee who is permanently stationed at the use site. At a minimum, the Site Supervisor must make frequent visits to the use site.

Changing the Site Supervisor

Users must notify the City immediately of any change in personnel for the Site Supervisor position. Upon a change in personnel, the new Site Supervisor must attend a Site Supervisor Certification Workshop within 120 days of the position change. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

Site Supervisor Responsibilities

The Site Supervisor:

is responsible for the recycled water system at the site.

is responsible for the operation, maintenance, and prevention of potential violations on the recycled water system.

must ensure that there are no cross-connections made between the potable and recycled water systems.

must be present at all cross-connection tests.

must inform the City of all failures, violations and emergencies that occur involving the recycled or potable water systems.

is expected to know the provisions contained in California Code of Regulations Title 17 and Title 22, relating to the safe use of recycled water and the maintenance of accurate records.

is expected to know the basic concepts of backflow and cross-connection prevention, system testing, and related emergency procedures.

is responsible for training personnel at the use site on the proper uses of recycled water.

must conduct an annual self-inspection of the use site and provide a written report to the City.

Maintenance

The Site Supervisor is required to perform preventive maintenance to ensure that the recycled water system always remains in compliance with the Rules and Regulations. As part of a preventive maintenance program, the Site Supervisor should:

Perform regular inspections of the entire recycled water system including piping and valves, pumps, storage facilities, controllers, etc. Immediately repair all leaking pipes or valves, or any other noted condition that violates the recycled water use requirements.

Check all recycled water identification signs, tags, stickers, and above grade pipe markings for their proper placement and legibility. Replace damaged, unreadable, or missing signs, tags, stickers, and pipe markings.

Check recycled water use practices to eliminate ponding, runoff, and wind-blown spray conditions. Establish and maintain an accurate record keeping system of all inspections, modifications, and repair work.

Transfer of Property/Ownership

If the property is transferred to a new owner or tenant, or a new site supervisor becomes responsible for system maintenance, the customer must notify the City within 30 days.

During emergency conditions relative to recycled water quality, quantity or accidental cross connection.

Users' contingency plan (see Title 22 Engineering Study) is to be implemented immediately after receiving notification from the City of a delivery of recycled water that exceeds the disinfected 2.2 standard. A reduction in recycled water delivery from the City due to maintenance activity or reductions to address process control issues will be addressed through communication with User via telephone as soon as the problem is apparent subsequent communication will be via e-mail and letter as needed. As the recycled water is meant to supplement potable water supplies, failure to supply recycled water will not result in significant disruption of User's potable water supply.

In the event of a process failure that impedes the use of recycled water in User's facilities, recycled water will be shut down by closing a valve located at the turnout. The valve will remain closed until the City notifies User the effluent quality has been restored.

In the event of an earthquake, flood, fire, major freeze, nearby construction, or other incident, which could cause damage to the recycled or potable water systems, the Site Supervisor must inspect the potable and recycled water systems for damage as soon as it is safe to do so. If either system appears damaged, both the potable and recycled water systems should be shut off at their points of connection. The Site Supervisor must immediately contact the City for further instruction.

To prevent contamination, damage, or a public health hazard, the User may make emergency modifications or repairs without the prior approval of the City. As soon as possible after the modification (but within three days), the User must notify the City of the emergency modifications and file a written report.

Users of recycled water for Construction purposes and Residential Homeowner use

By accepting recycled water service, User agrees to comply with and enforce the City Rules and Regulations for recycled water use

Complete mandatory recycled water use training

Maintain proper signage on vehicle and container as appropriate

Follow cross connection control requirements

Utilize recycled water in authorized areas only

Compliance with the recycling program as described will be the responsibility of both the City and the User. Failure by the User to abide by the Rules and Regulations will result in the discontinuation of delivery of recycled water by the City.

This section describes the training that City and User employees will receive to ensure compliance with the Recycled Water Program.

City Employee Training

City employees involved in the treatment and distribution of recycled water receive training dealing with the tertiary treatment process and the regulations for use as it applies to their responsibilities. The emphasis is on the proper operation of the facility to protect public health and comply with the recycled water regulations.

User Employee Training

User's existing and new employees will be trained in the proper use of recycled water by the Site Supervisor. The Site Supervisor will receive City-sponsored training specific to the distribution and use of recycled water. Supervisory personnel and the Site Supervisor will ensure that employees are not using recycled water carelessly or improperly. Employee training program will include, but not be limited to, the following:

Site Supervisor Training

The designated Site Supervisor must attend a Site Supervisor Certification Workshop, provided by the City. Failure to attend the Site Supervisor Certification Workshop may result in the denial or termination of recycled water service.

Personnel Training

The Site Supervisor is responsible for training all personnel involved with recycled water so they are familiar with the Rules and Regulations. At a minimum, the training program should convey the following information:

The City's recycled water, although highly treated, is non-potable and must never be used for human consumption.

Regulations prohibit ponding, windblown spray, and runoff of recycled water.

Employees must understand that conditions such as ponding, overspray and runoff of recycled water are not allowed and should be corrected immediately.

Working with nonpotable recycled water is safe if sound judgement is used and appropriate regulations are followed.

State law prohibits a connection between the recycled water and the potable water systems.

Good personal hygiene must be followed (for example, washing hands after working with recycled water).

Employees must understand where the recycled water and domestic water pipelines are located and there is never to be a direct connection between the recycled water system and the potable water system.

Employees must understand that adequate measures shall be taken to minimize public contact with recycled water.

Employees must understand that any device, hose, pipe, meter, valve, tank, pump, truck, etc. which has been used with recycled water may not be used to convey potable water nor attached to the potable water system unless it is cleaned and properly disinfected.

Training programs should also instruct personnel in proper procedures for reporting unauthorized discharges, identifying and correcting cross-connections, and modifying the system in the event of an earthquake or other disaster.

Residential Users will also be trained in proper recycled water use specific to residential landscaping, with conditions similar to those noted above and as noted in Attachment C.

SECTION IV – ADDITIONAL SITE SPECIFIC CONDITIONS

Mobile users of recycled water both Commercial and Residential will have specific limitations on the use of recycled water. See Attachment C.

The General Order WQ 2014-0090-DWQ adequately covers the restrictions for this project. Similar restrictions related to recycled water quality are listed in General Order WQ 2009-0006-DWQ and CVRWQCB Order R5-2015-0027. A Notice of Exemption has been filed for this project, please see Attachment D.

SECTION V – WATER RECYCLING PROGRAM ADMINISTRATION

The City of Turlock will act as the Administrator of the recycled water program. Responsible personnel and specifics are noted below:

Administrator (City of Turlock)

Wayne Clay, Water Quality Control Division Manager

Office (209) 668-5590 ext 4443, Cellular Phone (209) 535-0287 E-Mail wclay@turlock.ca.us

As the Water Quality Control Division Manager Mr. Clay oversees the daily operation of the RWQCF and insures compliance with the City's waste discharge requirements as well as any programs related to the City's recycled water program. Additionally, Garner Reynolds the Regulatory Affairs Division Manager will provide additional assistance in the management of the Recycled Water Program.

EXPLANATION OF WATER REUSE PERMIT

Effective Date of Permit and Expiration Date

Leave blank. To be filled out by City of Turlock employee.

Name of User

This is the name of the person(s), company or entity that owns the property on which recycled the water will be used.

User's Agent

This is the name of any representative designated by the User to handle water pick-up. If the User will pick up the water, leave this section blank.

Vehicle Information

Provide specific information on the vehicle(s) and tanker/trailer assembly as appropriate. Applicant must also attach to application; proof of valid vehicle registration, workers compensation insurance and liability insurance for each vehicle applying for the permit.

Method of Water Distribution

Recycled Water Filling Station located at Turlock Regional Water Quality Control Facility, 901 South Walnut Road, Turlock CA 95380.

Application Method and Use of Water

Check all that apply.

Volume of Recycled Water

This is the estimate, in gallons, of the amount of recycled water to be used on the property.

Signage Required

Leave Blank. To be filled out by City of Turlock employee.

Where Applied

Provide Address, City and County in which the recycled water will be used. Include the expected date you plan to start using the recycled water.

Signature of Producer/Distributor

Leave Blank. To be filled out by City of Turlock employee.

Signature of User

Signature of "User" named on permit form.

Signature of User's Agent

Signature of "User's Agent" named on permit form, if applicable.

**City of Turlock Recycled Water Program
RECYCLED WATER PERMIT**

PRODUCER/DISTRIBUTOR:
City of Turlock Municipal Services
156 S. Broadway Ave Ste 270
Turlock, CA 95380
(209) 668-5590

EFFECTIVE DATE OF PERMIT _____ EXPIRATION DATE _____

This Use Permit must be available for inspection at all times. The recycled water User/User's Agent must carry a copy in the tanker truck at all times and present it to the Producer/Distributor for water pickups. Permit is subject to RWQCB Order R-5-2015-0027, City of Turlock Rules and Regulations for Recycled Water Use and other applicable Federal, State and County regulations.

USER INFORMATION

NAME OF USER _____ PHONE: _____

ADDRESS _____ E-MAIL: _____

USER'S AGENT INFORMATION

USER'S AGENT (if different from above) _____ PHONE: _____

ADDRESS _____ E-MAIL: _____

VEHICLE INFORMATION

Vehicle License # _____ State _____
Tanker/Trailer # _____ Capacity/Volume _____ Gallons

A Water Reuse Release Form must be filled out for each construction meter and retained at the site and on the User/User's Agent vehicle. Users and User's Agents shall adhere to the attached Guidelines for Worker Protection.

**RECYCLED WATER USE INFORMATION
NOT TO BE USED FOR STORM DRAIN FLUSHING**

VOLUME OF RECYCLED WATER AUTHORIZED: _____ GALLONS PER DAY

METHOD OF WATER DISTRIBUTION: { } **FILL STATION AT RWQCF**

APPLICATION METHOD: { } TANK TRUCK { } SPRAY { } WASH WATER
 { } OTHER: _____

USE OF THE WATER: { } COMPACTION { } DUST CONTROL { } IRRIGATION
{ } OTHER: _____

SIGNAGE REQUIRED: { } TRUCK { } PROJECT SITE COMMENTS: _____

WHERE APPLIED:

ADDRESS: _____ START DATE: _____

ADDRESS: _____ START DATE: _____

CERTIFICATION

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS APPLICATION AND IN ANY ATTACHMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT I HAVE READ AND AGREE TO ABIDE BY ALL APPLICABLE RULES & REGULATIONS FOR RECYCLED WATER USE. PURSUANT TO CITY OF TURLOCK MUNICIPAL CODE SECTION 6-5 MAKING UNAUTHORIZED CONNECTIONS IS PROHIBITED AND PENALIZEABLE. TMC. 2-11 ALLOWS A MAXIMUM PENALTY OF \$1000 PER INCIDENT.

SIGNATURE OF

PRODUCER/DISTRIBUTOR _____ PRINT _____ TITLE _____ DATE _____

SIGNATURE OF USER _____ PRINT _____ TITLE _____ DATE _____

SIGNATURE OF USER'S AGENT _____ PRINT _____ TITLE _____ DATE _____

**GUIDELINES FOR WORKER PROTECTION
(State of California Division of Drinking Water)**

A. Workers should be informed that although reclaimed water has been treated to lower health risks, bacterial and viral contamination is still present and potentially may cause illness or infection. Contact with reclaimed water by ingestion, inhalation of mist, or on cuts or abrasions should be avoided, and the precautionary measures listed below should be carefully reviewed and followed.

B. Precautionary measures should be taken to minimize worker contact with constituents of reclaimed water.

- 1. Workers should not be subjected to reclaimed water sprays, mists, or aerosols.
- 2. Workers should be protected with protective clothing when there will be more than casual contact with the reclaimed water.

C. Safe drinking water should be supplied for workers. Where bottled water is provided, the water should be in contamination-proof containers and protected from reclaimed water and dust.

D. Hand washing facilities should be provided consisting of potable water supply, hand washing soap, and single use sanitary paper towels. The importance of hand washing should be stressed when working with reclaimed water, especially before eating or smoking.

E. Workers should not apply reclaimed water by hand held nozzles or other hand held devices that can produce sprays, mists, or aerosols.

F. Precautions should be taken to avoid contamination of food taken into reclaimed water use areas. Food should not be taken into areas still wet with reclaimed water.

G. Workers should be notified that reclaimed water is in use. Notification should include the posting of conspicuous warning signs with proper wording of sufficient size to be clearly read. In those locations where English is not the primary language of the workers, the signs should be in the appropriate language as well as in English.

H. An adequate first aid kit should be available on location. Cuts or abrasions should be promptly washed, disinfected, and bandaged.

I. Public contact with reclaimed water shall be avoided, to the extent practical, under the normal use at the reclaimed water site.

J. In all areas where recycled water is used that are accessible to the public, warning signs shall be installed at adequate intervals around the use area as required by the District.

K. Recycled water shall not be applied where it could contact walkways, passing vehicles, buildings, drinking water facilities, storm drains, or enter areas where food is handled or eaten.

L. Adequate measures shall be taken to prevent ponding, and to prevent run off of recycled water from the authorized recycled water use area unless it is specifically allowed by the RWQCB or an attachment to this Permit.

M. Spray of recycled water shall not be allowed to contact an external drinking water fountain.

N. There shall be no irrigation or impoundment of recycled water within a minimum of 50 feet of any water well.

O. Distributor's vehicles used for transportation and distribution of recycled water must have water tight valves and fittings, and must not leak, and tanks must be cleaned of contaminants prior to use. A truck or tank that has contained material from a septic tank or cesspool shall not be used to convey recycled water.

P. Distributor's vehicles that convey recycled water shall be clearly labeled in a prominent location with language stating in English "Recycled Water, (Reclaimed Water) Do Not Drink".

Q. Recycled water shall not be put into piping or a storage facility without specific written authorization from the COT.

I HAVE READ AND UNDERSTOOD THESE GUIDELINES.

USER _____ DATE _____ USER'S AGENT _____ DATE _____

ATTACHMENT A
USER AGREEMENTS

CITY OF TURLOCK – MUNICIPAL SERVICES DEPARTMENT

Residential Recycled Water Use

Application and Agreement

Customer Name _____

Service Address _____ City _____ Zip _____

Phone _____ Email Address _____

License Plate #s of vehicles used to collect recycled water _____

Recycled Water Use Location: _____

Recycled water will be used for:

- Irrigation of trees with hose/bucket Irrigation of gardens with hose/bucket
- Irrigation of turf with hose/bucket
- Other _____

**What type and size of container (must be secured with a lid) will you use to collect the recycled water?
Open containers are prohibited for transport of recycled water.**

Things to know about the use of recycled water:

1. *What is tertiary-treated recycled water and is it safe?*

Recycled water is wastewater that has been processed through primary, secondary, and tertiary treatment, and disinfection with ultraviolet light must meet strict standards of the California State Water Resources Control Board Division of Drinking Water (DDW).

2. *What can I use recycled water for?*

Based on DDW, Title 22 requirements, tertiary-treated recycled water can be used to:

- ✓ Water your trees, gardens, vegetables, and lawns; and
- ✓ Wash your car, outdoor furniture and hard surfaces (paths, walls, windows, etc.)

3. *What is this recycled water **NOT** suitable for?*

- Drinking
- Filling swimming pools or spas
- Cooking or use in the kitchen
- Children's water toys
- Bathing or showering
- Plumbing it to the household domestic plumbing system

4. *Why is recycled water not safe to drink? What happens if I drink it?*

Tertiary-treated recycled water is not approved for drinking. If you accidentally drink recycled water, there is no need to panic. Should you experience any adverse symptoms or feel unwell, consult your doctor.

5. *Can I water my plants with recycled water?*

Yes, all plants can be watered with recycled water. This includes edible plants such as fruit trees, vegetables and herbs. Just remember to wash all fruits, vegetables, and herbs with drinking water prior to consumption.

Recycled water tends to have a higher salt content than drinking water. We advise you to direct the recycled water to the roots of the plants and not the foliage. This will protect them from potential leaf burn.

6. *Do water-use restrictions (conservation) apply to recycled water?*

No. Water-use restrictions do not apply to recycled water. However, recycled water is a valuable resource and should not be wasted.

7. *Who develops the health standards for recycled water?*

Recycled water is strictly monitored to ensure it meets water quality standards set by the California State Water Resources Control Board Division of Drinking Water and the U.S. Environmental Protection Agency (EPA).

8. *How much will recycled water cost me?*

Nothing, it's free.

9. *How much recycled water can I pick up at a time?*

Maximum per load is 300 gallons. If you need more than 300 gallons per pickup you can obtain a Recycled Water Commercial Fill-Station Permit that includes a fee for the recycled water provided.

Keep in mind the size of your vehicle when selecting transport containers. Water weighs 8.345 pounds and two 55-gallon drums of recycled water will weigh a total of 917.95 pounds. Ensure your vehicle can handle the amount of recycled water you collect and transport. ***The City of Turlock is not liable for any damages to you or your vehicle(s) due to your participation in the residential recycled water fill station program.***

10. *What are the rules and regulations for residential use of recycled water?*

- a) Fill out an application and sign the Recycled Water Use Agreement. Obtain COT approval.
- b) Collection and storage containers shall have COT's Recycled Water Notice stickers placed on them to ensure everyone is aware recycled water is stored in the container and the water is not suitable for human consumption. The stickers are available at the Municipal Services office at 156 South Broadway Ave., Turlock CA.
- c) c) Recycled water **shall not** be placed in a storage container that is connected to the landscape irrigation system, the onsite drinking water supply or any other potable water supply system.

- d) Recycled water shall not be discharged to the street gutter or storm drain system. If you have leftover recycled water and want to dispose of it, either discharge it to a landscaped area or to the sanitary sewer system via an onsite cleanout.
- e) After working with recycled water, remember to apply hand sanitizer or wash hands with soap and domestic drinking water, especially before eating or smoking.
- f) **Do not DRINK** recycled water or use it for food preparation.
- g) Take precautions to avoid contact with food while using recycled water.
- h) Wash vegetables with domestic water prior to eating or cooking (the majority of the vegetables in the grocery stores are irrigated with recycled water).
- i) No one shall play with or drink recycled water.
- j) The City may conduct site visits to ensure your proper use of recycled water and to ensure the health and safety of your family and the public.

Procedures to Obtain Recycled Water

- a) Complete this use agreement form and bring it to City Hall at 156 South Broadway, Municipal Services Department, Monday-Friday 9:00 a.m. – 5:00 p.m.
- b) Staff will schedule required training in the proper use of recycled water and procedures for collection. , and answer any questions you may have.
- c) During training you will be provided with Recycled Water Notice stickers that need to be placed on all containers used to transport and store recycled water.
- d) After training is complete and stickers have been installed on the containers, you will be , issued a wallet card and be able to pick up recycled water during the designated residential fill station “open” hours.
- e) You will be required to complete the sign in sheet including your Recycled Water User Number shown on the wallet card you received at the time of training. Do not share your wallet card with others. All users must receive training to ensure they are informed of the use requirements.
- f) You will be required to enter your name, date, service address, and amount collected on the recycled water residential fill station log at the time of pickup.

Certification Statement/Signature Section

By checking this box, I understand all the conditions of this agreement and agree to comply with these conditions and to conform to COT requirements for recycled water use at my residential property. Failure to comply with the conditions of this agreement may lead COT to revoke permission for meto use recycled water at my residential property.

First Name Last Name

Residential Property Address City

Signature Date

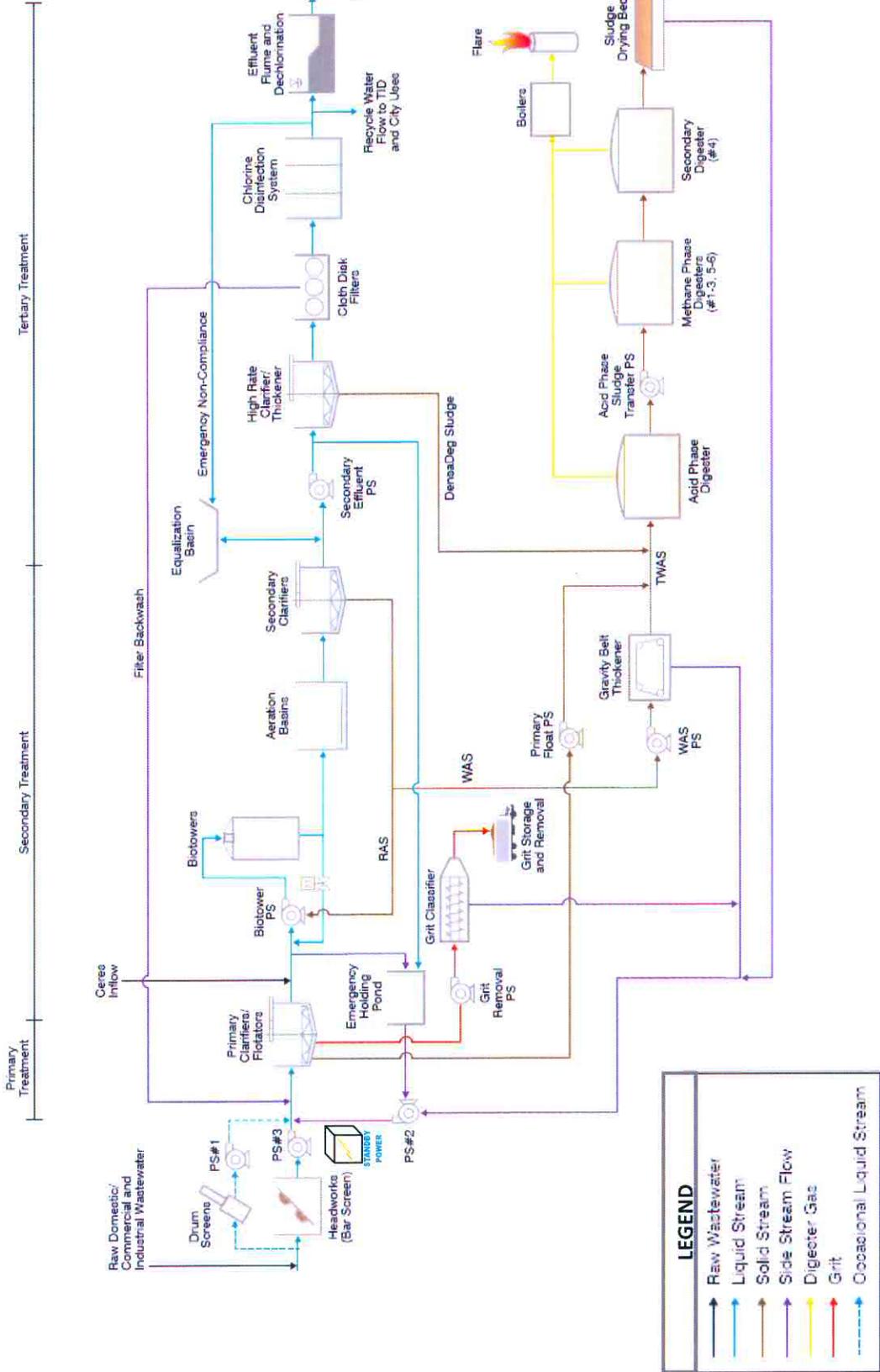
City of Turlock Recycled Water Program

Procedures for commercial and residential customers to obtain recycled water at the RWQCF Fill Station

1. Complete an application and Staff will contact customer to make an appointment for the initial pickup
2. During the customer's initial pickup of recycled water staff will meet them at the RWQCF fill station and provide a one-on-one training with the commercial or residential customer
3. Residential customers will be given RW Notice stickers (provided by COT) to place on their containers used for transporting and storing recycled water. Commercial users must have water tanks labeled "Recycled Water- Do Not Drink"
4. Customers will fully complete information required on the fill station log sheet
5. After initial pickup and one-on-one training customers will be able to pick up recycled water at the fill station without COT staff present. Fill station hours are Monday – Sunday 8:00 a.m. to 4:30 p.m.

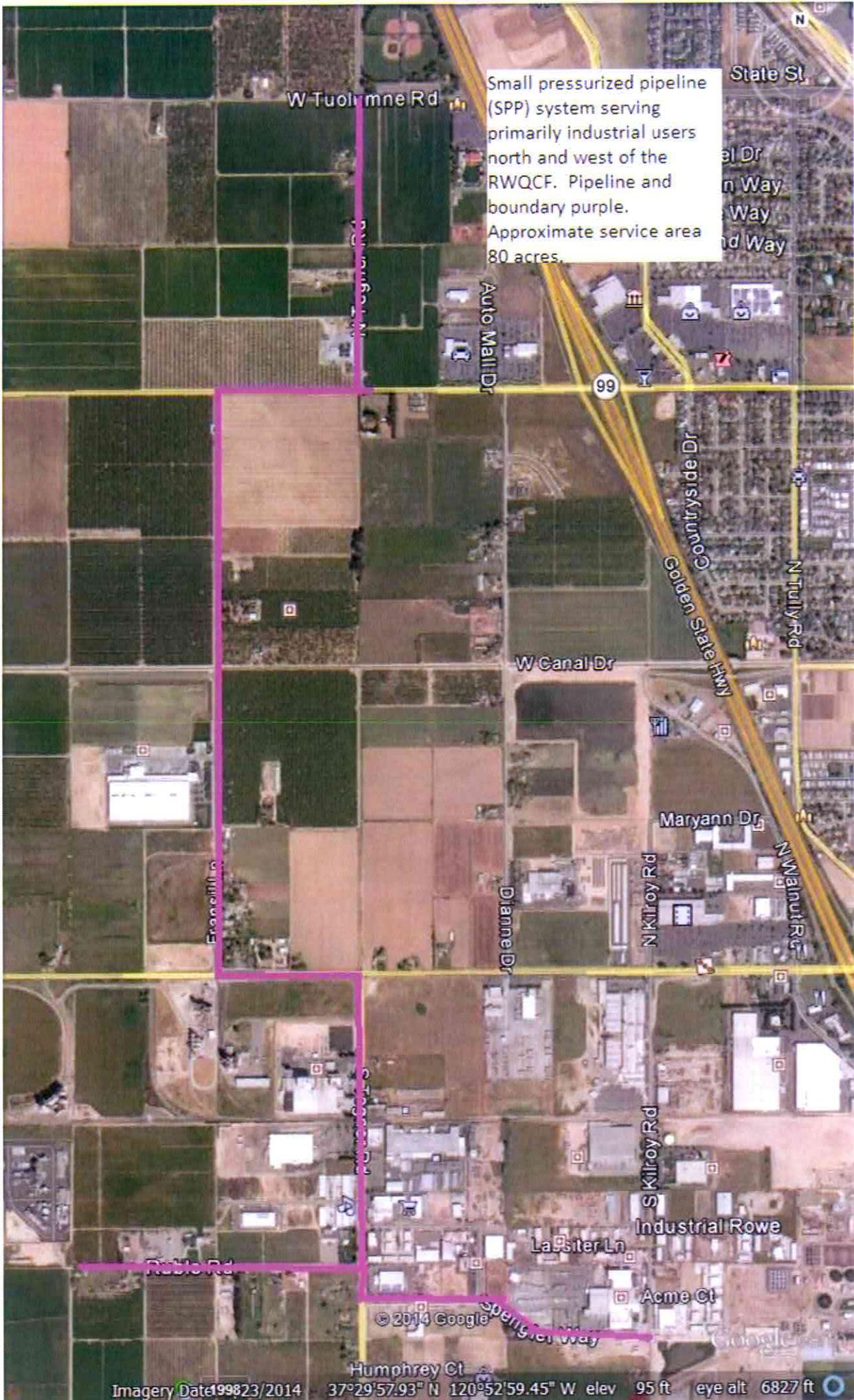
ATTACHMENT B
RWQCF FLOW SCHEMATIC

TRWQCF FLOW SCHEMATIC



ATTACHMENT C
RECYCLED WATER DISTRIBUTION SYSTEMS

Small pressurized pipeline (SPP) system serving primarily industrial users north and west of the RWQCF. Pipeline and boundary purple. Approximate service area 80 acres.





Council Synopsis

51

October 13, 2015

From: Allison Van Guilder
Director of Parks, Recreation and Public Facilities

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Airport Consulting Services agreement between the City of Turlock and Stantec Consulting Services, Inc.

2. DISCUSSION OF ISSUE:

On March 24, 2015, City Council approved an agreement with Stantec Consulting Services, Inc. for airport consulting services. Stantec Consulting Services, Inc. is currently completing an update to the Airport Layout Plan and will soon begin work on an obstruction survey for the Turlock Municipal Airport. Both of these items are required planning documents in preparation for Phase I of the runway widening project scheduled for spring of 2016.

The original agreement was capped at \$200,000 however, due to the City receiving another FAA grant for the Obstruction Survey, additional expenditures will be incurred. Staff is now recommending an amendment be made to the agreement, increasing it to an amount not to exceed \$300,000. This amount does not entitle the consultant any compensation if their services are not necessary.

3. BASIS FOR RECOMMENDATION:

- A) Per City Municipal Code, City Council approval of the agreement is required prior to execution of the contract with the consultant.
- B) Staff will be able to call on a consultant for airport consulting services without having to go through a separate, competitive advertising period for each project.

Policy Goal #4 – Municipal Infrastructure

General Principles:

- 5. Safe, well designed and attractively maintained parks and facilities.

Action Item:

- 14. Update the Turlock Municipal Airport planning documents.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$300,000 per agreement. The exact cost is project dependent and the agreement does not entitle the consultant any compensation if their services are not necessary. Expenses associated with the above mentioned planning document projects will be paid for either through Federal/State grants, revenue generated by the Turlock Regional Aviation Association or airport enterprise funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Deny the request to increase the contract amount which would prevent the completion of the obstruction survey. This action will delay any plans for beginning Phase I of the Runway Widening Project in spring 2016.



AMENDMENT NO. 1
to
Agreement between
CITY OF TURLOCK
and
STANTEC CONSULTING SERVICES, INC.
City Contract No. 14-101

THIS AMENDMENT NO. 1, dated October 13, 2015, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **STANTEC CONSULTING SERVICES, INC.**, hereinafter referred to as "CONSULTANT").

WHEREAS, the parties hereto previously entered into an Airport Consulting Services agreement executed on March 24, 2015 whereby the "Consultant" will provide airport consulting services to the "City", through June 30, 2019;

WHEREAS, the parties desire to amend the agreement as set forth in this Amendment No. 1.

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

1. Paragraph 4 of the Agreement, entitled "COMPENSATION" is amended to read as follows:

"COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit C (Schedule of Fees), attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Three Hundred Thousand and no/100ths Dollars (\$300,000). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:"

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

STANTEC CONSULTING SERVICES, INC.

By: _____
Gary Soiseth, Mayor
or

By: _____
Title: _____

1 *Qm*

Roy W. Wasden, City Manager

Print name: _____

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Allison Van Guilder, Director of Parks,
Recreation & Public Facilities Maintenance

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



Council Synopsis

55
October 13, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Nino Amirfar, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the Mayor or City Manager or designee to execute the service maintenance agreement with Park Place Technologies to provide full preventive maintenance for City of Turlock server systems, in a total amount not to exceed \$2,580.48, for a twelve (12) month period

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award Park Place Technologies a preventive service agreement to furnish preventive maintenance on the City of Turlock server systems pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-08 (b) (2) when the commodity can be obtained from only one vendor. A request for quotes resulted in this vendor responding with a complete quote.

Park Place Technologies will perform preventive maintenance and service for City of Turlock Server System for a period of one (1) year. This service agreement may be renewed for of an additional year as per direction of City Manager or Mayor or their designee. The preventive maintenance is imperative to the continued operation of our server systems. The service agreement allows for the timely identifications of hardware issues and necessary replacements to be completed in a timely manner.

Staff feels that without this agreement the operational readiness of our server systems will be severely impacted.

3. BASIS FOR RECOMMENDATION:

All service agreements require review and approval of City Council. The IT Department is tasked with maintaining city technology systems inclusive of our data servers and the service and hardware agreements that correspond to these systems. A request for price quotes was requested from three (3) vendors. One (1) vendor did not respond while the other two (2) did and the quotes are

attached herein as Quote "A" & "B". Quote "A" from Park Place Technologies was the lowest. Staff recommends that we purchase this service agreement to insure that our data servers are maintained so as to prevent any disruptions of city technologies.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

None as budgeting is in place as noted below:

2015/2016 Budget:

Account 110-20-200.43045 "Computer Hardware & Maintenance" \$851.56

Account 501-10-130.43045 "Computer Hardware & Maintenance" \$1728.92

2016/2017 Budget:

Account 110-20-200.43045 "Computer Hardware & Maintenance" \$851.56

Account 501-10-130.43045 "Computer Hardware & Maintenance" \$1728.92

Fiscal impact to above line number: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the service agreement. Staff does not recommend this alternative. City server systems must receive preventive maintenance by an authorized vendor or the systems may fail.

"A"

PARK PLACE TERMS AND CONDITIONS

By accepting these terms, Park Place Technologies, LLC ("Park Place") agrees to provide and the undersigned "Customer" agrees to accept maintenance service listed on Exhibit A, the Equipment and Features List, and for any additional "Equipment" and "Features" that may be added by Customer, subject to written acceptance by Park Place.

1. **TERMS OF AGREEMENT.** The "Term" of this Agreement begins and ends on the dates as listed in Exhibit A, unless sooner terminated in accordance with the provisions of this Agreement. It will automatically renew for successive one-year terms, unless either party exercises its option to terminate this Agreement. To exercise its option to terminate at the end of a Term, a party must deliver a written notice of termination to the other party that is received no later than sixty (60) days before the last day of the then-existing Term. This Agreement may be terminated by either party if the other party has failed to comply with its terms and conditions. The Customer may remove individual Equipment and/or Features by giving sixty (60) days' written notice to Park Place.
2. **RESPONSIBILITIES OF THE CUSTOMER.** The Customer will maintain environmental conditions on its site for the duration of this Agreement as specified by the original equipment manufacturer. The Customer shall provide Park Place with full and free access to the Equipment, and a safe place in which to perform maintenance service. The Customer shall also maintain a current backup of the Operating System and other applicable software programs and data. Should any person other than Park Place service representatives repair, modify, or perform any maintenance service on any Equipment as listed on Exhibit A, and as a result, Park Place is required to restore the Equipment to good operating condition, the Customer will be billed separately per the call rates and terms in effect at that time.
3. **INSPECTION AND REPAIR.** As part of its all-inclusive service, Park Place will provide an on-site or virtual inspection of any Equipment covered by this Agreement. The Equipment shall be made available to determine if it is in good operating condition. Until the inspection has been performed, Park Place cannot guarantee the quality or approach of its maintenance services. Any repairs or adjustments that are required to bring the Equipment into good operating condition are not included in this Agreement. Customer has the choice of using Park Place service representatives to perform the needed repairs under a separately-negotiated contract, or bring the Equipment into good working condition with another vendor. Park Place reserves the right to adjust the Equipment and Features List after the inspection, which shall be negotiated in good faith with the Customer. Park Place may terminate this Agreement if the Equipment is not brought up to good working condition.
4. **RESPONSIBILITIES OF PARK PLACE.** Park Place shall maintain the Equipment and Features listed on Exhibit A or other amendments, in good operating condition, according to the hours of coverage as listed in Exhibit A. Maintenance service includes on-call remedial maintenance including: lubrication, adjustments, and replacement of parts as warranted. Park Place shall exchange faulty hardware for new, or reconditioned to perform as new, hardware. Faulty hardware parts shall then become Park Place property. All services are dependent upon hardware availability on reasonable terms. If hardware cannot be replaced or if parts are no longer available, Park Place shall work with Customer to find a mutually acceptable solution. Maintenance service is limited to only those adjustments or repairs that are the result of normal usage, wear, and tear.
5. **EXCLUSIONS FROM PARK PLACE MAINTENANCE SERVICE.** The following services are outside the scope of maintenance service provided by Park Place service representatives: (a) Electrical work external to the Equipment; (b) Modems/telephone lines; (c) Repair of damage which adversely affects the Equipment's operability or serviceability. Damage is described as follows: caused by fire, flood, water, lightening, transportation, or due to neglect or misuse; (d) Repair of damage caused by the Customer's improper use, management, or supervision of the Equipment, including electrical power, air conditioning, or humidity control, or damage which is caused by the use of the Equipment for purposes other than for which it is designed; (e) Furnishing platens, drums, batteries, supplies, or other accessories, including media such as tapes and disk packs; (f) Furnishing printer consumables: fusers, maintenance kits, feed rollers, separation, transfer toners, ribbons, thermal print heads, jet print head bleeder kits and lines, and scanner lamps or bulbs; (g) Systems engineering services or software support, including programming, diagnosis of application software problems, hardware or software upgrades, restoration of operating systems, programs, and files, or preparation of Customer's media for such files; (h) Maintenance or repairs based on Customer's unauthorized attempt to repair or maintain the Equipment, or any changes, modifications, or alterations in or to the Equipment. Customer will contact Park Place for authorization prior to attempting repair or maintenance of the covered Equipment. Excluded services noted above may be performed by a separately-negotiated Agreement.
6. **INVOICES, PAYMENTS, AND CHARGES.**
 - a. Maintenance and other charges will be invoiced in advance and are due and payable within 30 days of receipt of invoice. Park Place reserves the right to adjust the specified charges if the Equipment specifications, attachments, or features of any item or Equipment are changed after the start date. Charges for a partial-month's service will be prorated on the basis of a 30-day month. All invoices unpaid thirty (30) days after the invoice date will have interest applied at the rate of 1.5% per month. Customer agrees to pay all costs involved in collecting overdue accounts, including reasonable attorney's fees. Park Place may terminate maintenance service by giving ten (10) days' written notice to the Customer when Customer is in payment default.
 - b. Rates and fees shall remain unchanged for the first term of this Agreement. Park Place may negotiate a price change with the Customer after the first term.

for Agencia
Dan

- c. Any unscheduled on-call remedial maintenance not included in Exhibit A will be invoiced to the Customer, based on the current Park Place on-call rates. Travel time and expenses will also be included in this fee.
 - d. All taxes shall be the responsibility of the Customer. Taxes include: import duties, customs, federal, state, municipal, or any other government excise sales, use, occupational, or similar taxes.
 - e. Unpaid maintenance fees (and any associated costs and expenses) shall become immediately due and payable to Park Place, if this Agreement is terminated for any reason. Any pre-payment of services that are part of an early termination, shall be reimbursed according to the date of termination and prorated based on a 30-day month.
7. **LIMITS OF LIABILITY.** PARK PLACE'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PARK PLACE'S SOLE NEGLIGENCE. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF NEGLIGENCE WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF LIABILITY. PARK PLACE SHALL NOT BE LIABLE IN CONTRACT LAW, TORT, OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGE PERTAINING TO THE MAINTENANCE SERVICE OR EQUIPMENT OUTLINED IN THIS AGREEMENT. NOR WILL PARK PLACE BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR EQUIPMENT, OR SERVICE DOWN-TIME COSTS. THIS LIMIT OF LIABILITY SHALL ALSO EXTEND TO CUSTOMERS OF THE CUSTOMER, NO MATTER HOW SUCH DAMAGES OCCURRED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT, OR DELAY OF PARK PLACE, OR BREACH OR FAILURE TO PERFORM THIS AGREEMENT.
 8. **DISCLAIMER OF WARRANTIES.** PARK PLACE PROVIDES COMPUTER EQUIPMENT MAINTENANCE SERVICES ON AN "AS IS" BASIS AND MAKES NO OTHER WARRANTIES. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING: IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, A WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING PERFORMANCE, OR USAGE OF TRADE.
 9. **PERIOD OF MAINTENANCE SERVICE AVAILABILITY.** The maintenance charges described in Exhibit A entitles the Customer to maintenance service availability as defined on Exhibit A.
 10. **GENERAL.**
 - a. Park Place shall not be liable for delays caused by an act of God or any matter beyond Park Place's reasonable control, which can include fire, flood, earthquake, explosion, strike, labor dispute, war, riot or other civil commotion, transportation delay, labor or material shortage, Customer's subcontractor or vendor delay, and government act. The date and time of service shall be extended for a period equal to the time lost by the reason of delay.
 - b. The parties shall have one (1) year after the discovery of a breach of this Agreement in which to file a claim for action.
 - c. Park Place reserves the right to assign or subcontract to third parties all or part of the maintenance services which are included in this Agreement.
 - d. These terms and conditions shall prevail despite any variance that is submitted by the Customer for the repair or maintenance of the Equipment.
 11. **PROPRIETARY AND CONFIDENTIAL INFORMATION.** Park Place and Customer agree not to disclose to any third party, by any means, any proprietary data or confidential information of the other that the parties may have obtained in the performance of its duties without the prior written permission. However, each Party may disclose to a certified partner, who has a bona fide need to know of the Confidential Information, as it pertains to the evaluation or provision of maintenance and service duties.
 12. **SEVERABILITY AND WAIVER.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
 13. **GOVERNING LAW.** The laws of Ohio govern all matters with respect to this Agreement.
 14. **ENTIRE AGREEMENT.** This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.
 15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

To evidence the parties agreement to the Terms and Conditions set forth herein, they have executed this document on the date of signature by Customer.

Customer

Park Place Technologies LLC

Signature

Signature

Print Name

Title

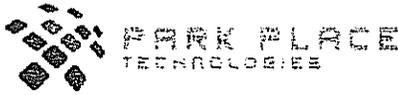
Jacqueline Canter Director Enterprise Sales Operations

Print Name

Title

Date

Date



Statement of Work

City of Turlock
ATTN: Grossman, Carlo
Quote #: 57210-0

SOW Date: 8/11/2015
Term: 12.00 Months
Contract #: New

ACCOUNT EXECUTIVE: George, Teddy
877-778-8707 | 419-367-8633 | tgeorge@parkplacetech.com

ENGAGEMENT: Data Center Hardware Maintenance

BACKGROUND: City of Turlock is seeking post-warranty maintenance for its Data Center Hardware.

SCOPE: Park Place Technologies has developed a custom package around this agreement aimed at providing you and your staff with the best possible service and support.

INCLUDED SUPPORT: In addition to the contracted on-site services listed below, Park Place Technologies offers all our customers access to the Park Place Technologies Contact Center Help Desk, 24 hours a day, 7 days a week, 365 days a year for the purpose of:

- General phone support for the covered hardware Service Level Agreement Options
 - First Call
- General phone support for the covered operating system
 - 8AM – 5PM Next Day
 - 8AM – 5PM Same Day
- Opening of a support incident
 - 24 x 7 x 4
- Call status reports
 - Mission Critical

Please refer to your Equipment List (attached) for your scheduled support.

North America Phone: 800-343-4654

International Phone: 00-1-508-449-4996

E-mail: service@parkplacetech.com

Customer Portal: <http://alert.parkplacetech.com>

Park Place may make certain assumptions while specifying the deliverables detailed in this Statement of Work. It is the Customer's responsibility to identify any incorrect assumptions or take immediate action which will make all of Park Place's assumptions correct.

- An Onsite and/or Virtual Audit may be held to discuss service delivery, discover any possible problems/risks and formulate an appropriate plan.
- Work will be performed during the service level hours specified below. Purchase of additional Services may be required, or travel expenses and time may be invoiced to you, if you require work completed outside the scope of this SOW.
- Park Place will implement change management as defined in the Exception Management section of this SOW. An executed contract addendum or Purchase Order for additional services will be required before the scope of this SOW is expanded.

- Park Place will provide reactive firmware support services for OEM-Supported firmware revision levels. If OEM firmware and microcode updates are not part of a hardware break/fix service event, they are not included. Park Place will replace "with same" any OEM firmware/microcode/flare code required for resolving a hardware break/fix service incident, except in the event that Customer is running a lower version of flare code than is current. If Customer is not running the latest flare code and patch level release, Customer is responsible for acquiring the required firmware.
- Customer will provide Park Place with the necessary workspace and equipment.
- Customer will provide Park Place with timely access to internal experts for critical information.

EXCEPTION Escalation Procedures

MANAGEMENT: Park Place recognizes that teamwork will be essential to resolving any escalating issues that arise during the course of this agreement. Therefore, Park Place will work with you to develop and implement solutions to any problems encountered during the contract term. If Park Place encounters any unusual circumstances that prevent normal service from being performed or service levels from being met, or experiences any dissatisfaction or complaints from you, Park Place field personnel will immediately escalate the issue to the Park Place Operations Manager by the most expedient means and processes available.

Change Management

Situations may arise that require the scope of the SOW to change. A change can be requested when one of the following elements of the SOW requires alteration: SLA, Equipment Removal, Equipment Addition, Equipment Location or the Billing Cycle. As these situations arise, the Customer should contact their dedicated account executive to request a contract addendum. This addendum will define the requested changes and the date on which the change will take effect. Once the addendum is signed and accepted, should the change produce a billing impact, Park Place will invoice Customer as mutually agreed.

ADDITIONAL SERVICES: Park Place Technologies offers a full complement of services to our data center hardware maintenance customers including:

- Upgrades and Installation
- Hardware Disposition
- Hardware Management
- Performance Assessments
- Hardware Relocation

Post-Warranty Data Center Maintenance and Support
Total for this Agreement

\$2,580.48

*Statement of Work does not include any applicable taxes

This Statement of Work is based upon acceptance within 60 days of this date. Changes to components, service level, or quantities will require adjustments to the cost above. In that event, a revised Statement of Work will be provided to you.

This Statement of Work is made pursuant to PARK PLACE TECHNOLOGIES STANDARD TERMS AND CONDITIONS/ PO .

Authorized Client
Representative Approval: _____ Date: _____

Please return one signed copy of this Statement of Work to:

Park Place Technologies LLC
5910 Landerbrook Drive Suite 300
Mayfield Heights, OH 44124
Attn: George, Teddy

OR via E-mail to your Account Executive listed above.

"B"

CURVATURE

Formerly Network Hardware Resale

Account Executive: Lauren Thurman
Phone: (805) 690-3108
Fax: (805) 690-1817
Email: lthurman@curvature.com
Address: 6500 Hollister Ave Ste. 210
Santa Barbara, CA 93117
United States

Quote: 00413733

Date : 2015-06-17
Expires : 2015-07-12
Payment Terms: TBD

Customer:

City of Turlock
Carlo Grossman
+1.209.668.5540
cgrossman@turlock.ca.us
www.turlock.ca.us

Bill To:

City of Turlock
Carlo Grossman

Ship To:

City of Turlock
Carlo Grossman

Maintenance and Services

Line	Product Name	Covered Hardware	QTY	Product Description	Duration	Period	Sales Price	Total Price
1.0	NETSURE-NBD	MISCELLANEO US	1	24X7X365 TECHNICAL SUPPORT WITH NEXT AVAILABLE BUSINESS DAY REPLACEMENT & PHONE ASSISTANCE- NetApp: FAS2020 & 2x FAS2050	1	Year	8,712.00	8,712.00

MAINTENANCE AND SERVICES SUBTOTAL USD: 8,712.00

SUBTOTAL: 8,712.00
 FREIGHT: TBD
 TAX (%):
 D&T:
 TOTAL USD: 8,712.00

NOTES:

Freight and taxes TBD upon shipping location and terms.
 Returns subject to 20% restocking fee within 30 days; software, warranties, and other special order items may not be returned.
 Lifetime warranty on all pre-owned OEM hardware and all new Curvature hardware. See warranty agreement for details. The commodities, technology, and/or software set forth above (collectively, the "Products") are sold and exported in accordance with all applicable laws including, but not limited to, the US Export Administration Regulations administered by the US Department of Commerce, the European Union 428/2009 export regulations, Singapore's Strategic Goods Control Act, and all other applicable import and export laws. Diversion contrary to any such laws is prohibited. Customer and, if applicable, its appointed agent, agree to comply with all such laws. Curvature provides this Quote subject to its right to require Customer to sign an Export Control Certification and provide further details regarding Customer's intentions for the Products (including final destination, intended end use and intended end user) prior to shipment being made. Customer's failure to provide such certification and information upon request may result in Curvature's cancellation of this Quote.



Council Synopsis

5K

October 13, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Nino Amirfar, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$10,000 to account number 240-00-000-213.44030_054 "Minor Equipment-Public Safety Facility Repairs & Improvement" from Fund 240 "Small Equipment Replacement-Police Services" reserve balance for equipment and supplies necessary for the repair and maintenance of the Public Safety Facility

2. DISCUSSION OF ISSUE:

The Public Safety Facility has ongoing maintenance and repair needs that require funding in order to maintain the facility in operational readiness. These repair and maintenance needs range from simple light replacements, sprinkler repair and bathroom fixtures repairs to complex electronic switches, ballast and relay replacements.

Funding was anticipated for these needs at \$10,000.00 annually and included in the budget in Fund 240, but was not appropriated to an expenditure account for use in FY 15/16, 16/17.

This is the third year of facility operation and we are now beginning to see the replacement and repair needs to maintain operational readiness of our facility.

3. BASIS FOR RECOMMENDATION:

Staff is requesting the funds be appropriated in FY 15/16 and 16/17 to 240-00-000-213.44030_054 "Minor Equipment-Public Safety Facility Repairs & Improvements" in order to be able to maintain facility operation readiness.

Policy Goal and Implementation Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$10,000

Budget Amendment:

Appropriating \$10,000 to account number 240-00-000-213.44030_054, "Minor Equipment-Public Safety Facility Repairs & Improvement" from Fund 240 "Small Equipment Replacement-Police Services" reserve balance.

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 APPROPRIATING } RESOLUTION NO. 2015-
\$10,000 TO ACCOUNT NUMBER }
240-00-000-213.44030_054 "MINOR }
EQUIPMENT-PUBLIC SAFETY FACILITY }
REPAIRS & IMPROVEMENT" FROM FUND }
240 "SMALL EQUIPMENT REPLACEMENT }
-POLICE SERVICES" RESERVE BALANCE }
FOR EQUIPMENT AND SUPPLIES }
NECESSARY FOR THE REPAIR AND }
MAINTENANCE OF THE PUBLIC SAFETY }
FACILITY }
_____ }

WHEREAS, the Public Safety Facility is now three (3) years old and has ongoing maintenance and repair needs such as light, ballast, plumbing fixtures and other general maintenance and repair requirements; and

WHEREAS, the Public Safety Facility is operational twenty-four/seven (24/7) and must always be maintained at the highest level of operational readiness; and

WHEREAS, funding was not appropriated during the Fiscal Year 2015-16 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate \$10,000 to account number 240-00-000-213.44030_054 "Minor Equipment-Public Safety Facility Repairs & Improvement" from Fund 240 "Small Equipment Replacement-Police Services" reserve balance for equipment and supplies necessary for the repair and maintenance of the Public Safety Facility.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

54
October 13, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of four (4) replacement unmarked/staff vehicles for the Turlock Police Department from the National Auto Fleet Group, through the National Joint Power Alliance (NJPA) National Automotive Contract No. 102811-NAF, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure, in an amount not to exceed \$108,380

2. DISCUSSION OF ISSUE:

The City is engaged in a joint purchasing plan with National Joint Power Alliance (NJPA) National Automotive Contract No. 102811-NAF for the purchase of four (4) unmarked/staff vehicles from National Auto Fleet Group, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 08(b)(5), without compliance to the formal bid procedure. The National Joint Power Alliance (NJPA) is a competitively bid contract and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

The four (4) vehicles below were identified for replacement due to mechanical, mileage, and/or maintenance issues and concerns. The vehicles being replaced will be processed for surplus by the City upon receipt of the newly purchased vehicles taking their places in fleet services. The two (2) new Ford Interceptor Explorer Utility vehicles and the two (2) new Ford Interceptor Taurus sedans were identified for their practicality and superior maintenance ratings.

As of August 19, 2015:

1. City Vehicle #1260 (Police Department #558) is a 2006 Ford Crown Victoria. This vehicle was previously involved in a collision and has since been "totaled."
2. City Vehicle #1177 (Police Department #556) is a 2001 Ford Crown Victoria. This vehicle was previously involved in a collision and has since been "totaled."

3. City Vehicle #1252 (Police Department #561) is a 2006 Pontiac Grand Prix and had 96,719 miles.
4. City Vehicle #1251 (Police Department #560) is a 2006 Chevy Impala and had 90,294 miles.

The Turlock Police Department utilizes unmarked vehicles for use for administrative and investigative purposes. The Department regularly replaces vehicles and equipment when they reach the end of their service life or if maintenance costs exceed the value of a vehicle or piece of equipment. No vehicle or equipment will be replaced at the Fleet Maintenance Division if they are still functioning efficiently and do not incur excessive costs to maintain. These replacement vehicles were planned for in the FY2015-16 capital budget.

City Council authorized the FY2015-16 budget which included consideration for \$112,000.00 for the replacement of four (4) unmarked police vehicles in line #506-00-000-213.51020 (Equipment Replacement). The four (4) vehicles identified above were identified and accounted for in the Police Department's Vehicle Replacement Plan.

3. BASIS FOR RECOMMENDATION:

Staff recommends the joint contract purchase through the State of California NJPA National Automotive Contract No. 102811 from National Auto Fleet Group in an amount not to exceed \$108,380.00.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2 Fiscal Responsibility

General Principles:

7. Develop value-added partnerships with public and private agencies, industry and educational institutions, including, but not limited to:

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$108,380.

Budget Amendment

Funding for this purchase is budgeted for and anticipated for ongoing service needs in account number 506-00-000-213.51020 (Equipment Replacement).

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

- A. Council may decline to authorize the purchase of the replacement vehicles.
- B. Retain the existing vehicles and continue to fund the repairs and maintenance.

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

September 28, 2015

Lt. Ron Reid
Turlock Police Department
900 N. Palm St. Turlock
Ca 95380
Delivery via Email

Dear Lt. Reid,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Turlock, new/unused 2015 Ford admin/undercover Police Interceptor sedans responding to your requirement with the attached specifications for \$ 22,851.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the NJPA master vehicle contract# 102811. Optional 2 extra keys cost is 36.00

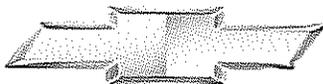
National Auto Fleet Group will sell, service and deliver at Turlock, new/unused 2016 Police Interceptor admin/undercover Utilities responding to your requirement with the attached specifications for \$ 27,358.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the NJPA master vehicle contract# 102811. Optional 2 extra keys cost is 89.00.

Units are currently in inventory, however they are subject to prior sale and will affect availability. Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group





Council Synopsis

5M

October 13, 2015

From: Robert A Jackson, Chief of Police

Prepared by: Miguel Pacheco, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the City of Turlock's participation in a countywide investigation protocol for Commercially Sexually Exploited Children and authorizing the Police Chief to sign the agreement

2. DISCUSSION OF ISSUE:

Commercially Sexually Exploited Children (CSEC) refers to children from 0 – 17 years of age who have been victims of crimes of a sexual nature, including exploitation through prostitution, using a minor in pornography and exploitation through performance in sexual venues. It is imperative that law enforcement has a uniformed response while investigating these crimes in order to ensure that identified CSEC minors are treated as victims, routed to appropriate support agencies and that any evidence that can be used to prosecute traffickers is collected.

The investigation protocol is a necessity in order to ensure that these cases are completed thoroughly and consistently.

The agreement will become active once signed and will end June 30, 2018.

3. BASIS FOR RECOMMENDATION:

- A. Agreeing to this investigation protocol will help to ensure that the Turlock Police Department is handling CSEC victims in a manner that is supported by law enforcement efforts throughout the county and thereby providing CSEC victims with the appropriate resources.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principles:

4. Create an "efficient" and effective organization

Policy Goal #3: Public Safety

General Principles:

2. Public Safety provides for the safety of our citizens and preserves our community and culture.
4. Partnerships with the community are integral to the success of the Public Safety Mission.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – None.

Budget Amendment – None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

- A. Deny request for acceptance of Investigation Protocol.



COMMUNITY SERVICES AGENCY

Kathryn M. Harwell
Director

251 E. Hackett Road, Modesto, CA

Mailing Address
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209.558.2500 Fax: 209.558.2558

MEMO TO: BIRGIT FLADAGER
DISTRICT ATTORNEY

FROM: PAMELA THOMPSON-RYAN 
CONTRACTS ADMINISTRATION

DATE: AUGUST 25, 2015

SUBJECT: PROTOCOL FOR REVIEW AND SIGNATURE

Enclosed for your review and signature is the following:

- One (1) original of the Stanislaus County Commercial Sexually Exploited Children (CSEC) Investigation Protocol to reflect Stanislaus County's commitment to treating children who have been victims of child abuse and human trafficking effective July 1, 2015, through June 30, 2018.

Please sign the contract in blue ink only.

Christine Huber shared with me that you will be taking the Protocol to the LEX meeting on Thursday, September 3 to obtain additional signatures. I would like to pick up the document after the meeting so that I can arrange for the remaining parties to sign. (Unless you have made other arrangements with Christine)

I can be reached at 558-3986.

Thank you

G:\MSword\Dawn\CONTRACT INFO\County Depts\DA\Birgit - Protocol - CSEC - CWS.docx

Stanislaus County
Commercial Sexually Exploited Children (CSEC) Investigation Protocol
July 2015-June 2018

I. PURPOSE OF THIS PROTOCOL

Stanislaus County has a Child Abuse and Neglect Investigation Protocol that has been in place since 2001. Minimizing trauma to children and agency collaboration are the tenets to investigating a child abuse/neglect case and providing services to the family. These agreements and philosophy remain in effect as this scope of work is expanded to Commercially Sexually Exploited Children. This protocol reflects Stanislaus County's commitment to treating sexually exploited children who have been exposed to severe violence, threats, and trauma as victims of child abuse and human trafficking, rather than criminalizing them as delinquents.

The term Commercially Sexually Exploited Children (CSEC) refers to children and adolescents (0-17 years) who have been victims of a range of crimes of a sexual nature, including:

- Recruiting, enticing, harboring, transporting, providing, obtaining, and/or maintaining a minor for the purpose of sexual exploitation;
- Exploiting a minor through prostitution;
- Exploiting a minor through survival sex (exchanging sex/sexual acts for money, shelter, food, drugs);
- Using a minor in pornography; and
- Exploiting a minor by having her or him perform in sexual venues (e.g. peep shows or strip clubs).

II. GOALS

The U.S. Department of Justice convened a Committee on the Commercial Sexual Exploitation and Sex Trafficking of Minors, which adopted the following fundamental guiding principles:

- A. Commercial sexual exploitation and sex trafficking of minors should be understood as acts of abuse and violence against children and adolescents.
- B. Minors who are commercially sexually exploited or trafficked for sexual purposes should not be considered criminals.
- C. Identification of victims and survivors and any intervention, above all, should do no further harm to any minor or adolescent.

The goal of this protocol is to ensure the CSEC who are identified are treated as victims and routed to appropriate agencies, and that any evidence that can be used to prosecute traffickers is collected.

III. PROTOCOL

- A. Responding to the needs of CSEC and identifying an appropriate placement by law enforcement

OK for Agenda

1

Initial Contact

When an officer comes into contact with a CSEC, the officer will conduct an initial investigation in accordance with internal protocols and must decide whether to:

- Release the minor to lawful custodian. Advise the lawful custodian of what has happened and provide CSEC brochure to the family.
- Contact Community Services Agency, Child and Family Services Division (CSA-CFSD) to initiate the Joint Response Protocol as outlined in the Stanislaus County Child Abuse/Neglect Protocol. If a joint response does not happen then a cross report to CSA-CFSD will be made;
- Take the minor to Memorial Medical Center because he or she is in need of immediate medical care and/or has consented to a sexual assault exam. Haven Women's Center will be contacted to be present at the exam with the victim; or
- In rare cases, arrest the minor and take him or her to Juvenile Hall because:
 - a. There is a warrant for the minor's arrest;
 - b. The officer has probable cause to believe the minor has committed a crime unrelated to his or her commercial sexual exploitation for which arrest is appropriate; or
 - c. The minor is in immediate danger of physical violence, no appropriate non-criminal alternative placement is available, **AND** the minor has committed a crime for which she or he can be detained in Juvenile Hall.

In all cases, the officer will inform the CSEC victim that, as a victim of sexual exploitation, he or she has a right to Crisis Navigation services such as those offered by Without Permission, or other agency providing that service. If the CSEC consents, the officer will call Without Permission at (209-622-0156 or 209-277-7758 for after hours) or other identified provider of Crisis Navigation services to arrange for an advocate to assist the CSEC.

A Crisis Navigator will respond to offer assistance and accompany the minor during an investigative interview. Crisis Navigators can also provide support to the family of the CSEC minor and help to determine the next steps for the CSEC.

B. Determining whether to take the minor into protective custody

An officer has authority to take CSEC minor into temporary custody if the officer has reasonable cause to believe the minor could be deemed a dependent or ward of the court, or the minor has been abducted.

Taking a minor into Protective Custody:

Under Welfare and Institutions Code section 300 et seq., an officer may take a minor into temporary custody without a warrant for the following reasons:

1. The officer has reasonable cause to believe the minor is a victim of abuse or neglect as described in Section 300 and the minor has an immediate need of medical care, the minor is in immediate danger of physical or sexual abuse, or the physical environment or the fact that the minor is left unattended poses an immediate threat to the minor's health or safety. Minors fall within Section 300 if they are victims of commercial sexual exploitation and their parents or guardians failed, or were unable to, protect them from exploitation.
2. The officer has reasonable cause to believe the minor is a dependent of the court or the minor is the subject of section 319 temporary removal orders, and has violated an order of the Juvenile Court or left any placement ordered by the court.
3. The minor is found in any street or public place suffering from any sickness or injury which requires immediate treatment.

Abducted Minor:

An officer may also take a minor into protective custody if there are exigent circumstances such as:

1. It reasonably appears to the officer that a person (e.g. a trafficker) is likely to conceal the minor, flee the jurisdiction with the minor, or, by flight or concealment, evade the authority of the court;
2. There is no lawful custodian available to take custody of the minor;
3. There are conflicting custody orders or conflicting claims to custody and the parties cannot agree which party should take custody of the minor; or
4. The minor is an abducted minor.

In exercising his or her discretion regarding whether to take a minor into protective custody, regardless of the minor's age, the officer needs to consider the following: need for immediate medical care; prior or current child welfare involvement; and risk of exposure to further abuse or exploitation.

C. Releasing the Minor to an Appropriate Agency or Placement

After taking the minor into protective custody, the officer must then decide whether the minor should be released to CSA-CFSD, Juvenile Hall, or a community based organization.

First, an officer should determine whether the CSEC is a dependent or ward of the Juvenile Court.

If the CSEC is a dependent of the Juvenile Court, the officer will work with the agency social worker to determine where they can meet and turn the minor over to CSA-CFSD.

If the CSEC is a ward of the Juvenile Court, the officer should consider Probation Department's advice as to whether the minor should be released, brought to Juvenile Hall, or taken to an alternate placement.

If the CSEC minor is not a dependent of the Juvenile Court or a ward, the officer may choose between the following options:

1. Release the minor to a lawful custodian, unless it reasonably appears that the release would cause the minor to be endangered, abducted, or removed from the jurisdiction;
2. Request a joint response by CSA-CFSD, transfer custody of the minor to the responding social worker, and prepare a Juvenile Contact Report (JCR);
3. Release the minor to Center For Human Services, Hutton House as a temporary option; or
4. In rare cases, if a law violation has occurred, the minor may be arrested and taken to Juvenile Hall. A Crisis Navigation case worker can respond to Juvenile Hall to begin to build a relationship with the minor.

D. Building a case against the victim's trafficker

"Victims and survivors may be distrustful of law enforcement, may not view themselves as 'victims', or may be too traumatized to report or disclose crimes committed against them." (*Confronting Commercial Sexual Exploitation and Sex Trafficking of Minors in the United States*, Institute of Medicine and National Research Council, p. 2) A minor victim's inability or unwillingness to provide information to law enforcement or to identify him or herself as a victim are often directly connected to and caused by the trauma she or he has experienced. Regardless of whether a minor is willing or able to participate in the investigation, the minor will be treated as a victim.

E. Responding to the Needs of CSEC and Identifying an Appropriate Placement by Community Services Agency – Child and Family Services Division (AKA CPS)

1. How Referrals are Assigned:
Reports of CSEC minor are reported to the Stanislaus County Child Abuse and Neglect Hotline. If the minor is believed to be in immediate danger the referral will be assigned as a Path III and a social worker will respond within two (2) hours of the call. If Law Enforcement requests CSA-CFSD assistance the social worker will respond as soon as possible. If the minor is not believed to be in immediate danger then the referral can be assigned as a Path II and contact will be made with the family within ten (10) calendar days.
2. Investigation of Referrals:
Any investigation on a CSEC minor requires a joint response with Law Enforcement. As soon as the referral is assigned, contact the law enforcement

agency that has jurisdiction, usually the detective assigned to the Crimes Against Children/SVU unit, to determine an action plan. Also the social worker will contact Without Permission, or agency providing that service, and discuss an action plan for meeting the needs of the minor. The goal would be for a Crisis Navigator to respond and meet with the minor, but a different plan can be developed depending on the unique needs of the referral.

Initiate the required CSA-CFSD assessment for a child abuse investigation per Department protocols. The minor must be interviewed separately from parent or guardian. If the parent/guardian is not at the location, make all attempts to locate and interview them. Determine with law enforcement if:

- a. The minor can be released to lawful custodian. Advise the lawful custodian of what has happened and provide necessary referrals/services.
- b. The minor is not able to return home, but the parent/guardian is willing to make an arrangement, e.g., Hutton House could be a temporary option.
- c. The minor is in immediate need of medical care, is in immediate danger of physical or sexual abuse, or if the physical environment or the fact that the minor is left unattended poses an immediate threat to the minor's health or safety the minor can be placed into protective custody. If these standards are not met then the social worker would have to get a protective custody warrant and follow all Department procedures.

D. CSEC and At-Risk Youth Continuum of Care

Identifying a minor who is at-risk of becoming a CSEC is important because prevention and awareness is key to the minor getting the help they need so they are not sexually exploited. In addition, once a minor is identified as CSEC, providing services to the victim and their family is necessary to help in the recovery process. It is important to have a continuum of care for CSEC which includes the following principles:

- Safety planning for both the minor and the service providers
- Collaboration across the agencies
- Trust and relationship building to foster consistency
- Provision of culturally competent and appropriate services
- Trauma-informed interventions

One of the ways that the principles listed above can be met is by having a consistent screening tool used by those agencies that work with at-risk minors and victims. This specific screening tool is to be determined by service providers participating in the CSEC Multidisciplinary Team.

The following agencies provide services to CSEC victims, minors who are at risk of becoming CSEC, and/or their families:

- **CHS – Hutton House** – 201 Jennie Street, Modesto, CA 95354, (209)526-5544. It is a state licensed temporary shelter for runaway and homeless youth ages 13-17. A CSEC youth can stay up to twenty-one (21) days while crisis concerns are addressed. Hutton House also provides shelter, food, clothing, counseling, drug abuse intervention/prevention and advocacy/referral services; individual, group and family counseling; aftercare services; and family education and parent support classes.
- **Haven Women’s Center** – 618 13th Street, Modesto, CA 95354, (209)577-5980 (crisis line). Haven Women’s Center offers a number of services including legal services, court accompaniment, individual counseling, support groups, advocacy and support through the criminal justice system, case management, crisis intervention, youth services and 24 hour crisis line and shelter.
- **Stanislaus County Behavioral Health and Recovery Services** – 800 Scenic Drive, Modesto, CA 95353 (209)558-2352 or (209)558-4600 (crisis line). BHRS offers mental health and substance abuse services to CSEC victims, Children’s System of Care (CSOC)/BHRS Child Welfare mental health program will be the primary point of entry. As well any BHRS program may offer mental health services at any time. Other services that could be provided are: mental health assessment to determine eligibility and client needs; crisis evaluation; case management; individual, family, or group counseling, substance abuse counseling through BHRS and/or their contractor, linkages and referrals to community partners based on their client’s needs; and Interagency Resource Committee (IRC) to help clients get connected to needed services with the help of many community partners.
- **Stanislaus County Health Services Agency** – 830 Scenic Drive, Modesto, CA 95353, (209) 558-7400. Home or community-based case management by public health nurses to meet the medical, social, educational, and other needs of high risk children and families. Anonymous, confidential and free STD/HIV testing, (209) 558-7700.
- **Victim Services Unit, Stanislaus County District Attorney’s Office** – 832 12th Street, Suite 300, Modesto, CA 95354. Each victim is assigned a Victim Advocate to help them navigate the criminal justice system, orient them to proceedings, and escort them to court. The Victim Advocate works with the victim to identify their specific needs, locate available resources, provide important information for their safety, assist with completion of a claim for any needed benefits through the California Victim’s Compensation Program, and help victims restore their lives.
- **Without Permission** – 1401 F Street, Modesto, CA 95354. Each survivor is assigned a team of Certified Navigators who help directly in their restoration process. The focus of the Certified Navigator is to support and direct a survivor through six (6) key cornerstones of their restoration: Criminal Justice, education, shelter, health, personal care, and faith.

IV. CSEC MULTIDISCIPLINARY TEAM MEETING

By this agreement, the parties are establishing a qualified child abuse multidisciplinary team (MDT), subject to the provisions contained in Welfare and Institutions Code 18961.7. The parties agree that each of its staff participating in any convened MDT meeting are qualified under Section 18961.7 to participate in an MDT and have been trained in the prevention, identification or treatment of child abuse and neglect and are qualified to provide a broad range of services related to child abuse. The purpose of the monthly MDT meeting is to prevent, identify, and treat child abuse and neglect and all participating agencies are allowed to share confidential information for that purpose. As part of the MDT, confidential information may be utilized to: investigate reports of suspected child abuse and neglect for all CSEC cases that have been received; create a safety plan for the minor, identify the minor's needs for proper placement and treatment, develop a plan to connect the minor to appropriate services and determine the appropriate placement for the minor. Additionally, confidential information that is shared among the participating agencies may be used by law enforcement, child welfare, or probation as evidence. The following guidelines reflect statutory requirements under California law:

1. Any discussion related to the disclosure of exchange of the information or anything that is written down during a team meeting is confidential. Testimony concerning the discussion is inadmissible in any criminal, civil, or juvenile court proceeding.
2. Every MDT team member who either receives information or records regarding children and families in the capacity of an MDT member shall be under the same privacy and confidentiality obligations and subject to the same confidentiality penalties as the person disclosing or providing the information or records.
3. All information or records obtained during the MDT must be maintained in a manner that ensures the maximum protection of privacy and confidentiality laws.
4. Disclosure and exchange shall not be made to anyone other than members of the MDT.
5. Under WIC 18964 an MDT may allow a parent, guardian or other caregiver of the minor to attend the MDT meeting and provide information, without becoming a member of the MDT. The individual must sign a written statement that he or she will not disclose any confidential information received as a result of attending the meeting.
6. If the victim is a non-minor dependent, the MDT team may have access to confidential records only with the explicit written and informed consent of the non-minor dependent.

V. CONFIDENTIALITY

Agencies shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

1. Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

2. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
3. Agencies shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

VI. TERM

This Protocol shall be effective July 1, 2015, through June 30, 2018.

VII. ENTIRE AGREEMENT

- A. This Protocol supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
- B. This Protocol may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

////////////////////////////////////

This Protocol has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

Our signatures below signify our commitment of the CSEC Protocol for the investigation of child abuse in Stanislaus County.

Kathryn M. Harwell, Director
Community Services Agency

Birgit Fladager
Stanislaus County District Attorney

Adam Christlanson
Stanislaus County Sheriff

John P. Doering
Stanislaus County Counsel

Brent Smith, Police Chief
Ceres Police Department

Mary Ann Lee, Managing Director
Health Services Agency

Randy Richardson, Chief of Police
Newman Police Department

Erin Kiely, Chief of Police Services
Riverbank Police Services

Lester Jenkins, Chief of Police
Oakdale Police Department

Mike Radford, Chief of Police Services
Waterford Police Services

Robert A. Jackson, Chief of Police
Turlock Police Department

Madelyn Schlaepfer, Ph.D., Director
Behavioral Health and Recovery Services

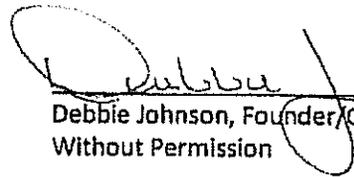
Jill Silva, Chief Probation Officer
Stanislaus County Probation Department

May Rico, Interim Director
Haven Women's Center of Stanislaus County

Jeff Dirkse, Chief of Police Services
Patterson Police Services

Larry Seymour, Chief of Police Services
Hughson Police Services

Galen Carroll, Chief of Police
Modesto Police Department

 8/6/2015
Debbie Johnson, Founder/CEO
Without Permission

Cynthia Duenas, Executive Director
Center For Human Services



Council Synopsis

October 13, 2015

5N

From: Robert A. Jackson, Chief of Police

Prepared by: Gary Carlson, Battalion Chief

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$14,765 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fund 116 "Special Public Safety – Fire" reserve balance for the purchase of three (3) thermal imaging cameras

2. DISCUSSION OF ISSUE:

Thermal imaging cameras have many uses within the fire service. The most important of these being a rapid search and rescue during structure fire operations. Currently three (3) of Turlock Fire's four (4) thermal imaging cameras are over ten (10) years old and are at the end of their useful life.

Due to the high risk of firefighter and civilian injuries, it is vital that Turlock Fire have essential equipment such as working thermal imaging cameras. Money is available from Fund 116 for one (1) time purchases to cover the cost of these cameras.

3. BASIS FOR RECOMMENDATION:

City Council approval is required for appropriation of funds.

Policy Goal and Implementation Plan Initiative:

Policy Goal #3: Public Safety

General Principles:

2. Public Safety provides for the safety of our citizens and preserves our community and culture.
6. The appropriate use of technology is a proven force multiplier and must be constantly monitored and evaluated.

Action Items:

3. Ensure equipment and infrastructure readiness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$14,765

Budget Amendment: Appropriating available funds of \$14,765 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fund 116 Reserve balance.

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 APPROPRIATING }
\$14,765 TO ACCOUNT NUMBER }
116-30-305.44030_000 "MINOR EQUIPMENT }
MISCELLANEOUS" FROM FUND 116 }
"SPECIAL PUBLIC SAFETY – FIRE" }
RESERVE BALANCE FOR THE }
PURCHASE OF THREE (3) THERMAL }
IMAGING CAMERAS }
_____ }

RESOLUTION NO. 2015-

WHEREAS, the Turlock Fire Department has identified a need to replace three (3) thermal imaging cameras in addition to the one (1) that was approved in the original 2015-16 municipal budget; and

WHEREAS, the Turlock Fire Department has determined that its existing thermal imaging cameras are now obsolete; and

WHEREAS, there are funds available for this purchase out of the unappropriated Fire portion of Fund 116.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby appropriate \$14,765 to account number 116-30-305.44030_000 "Minor Equipment Miscellaneous" from Fire portion of Fund 116 "Special Public Safety – Fire" reserve balance for the purchase of three (3) thermal imaging cameras.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy, City Clerk,
City of Turlock, County of Stanislaus,
State of California



Council Synopsis

October 13, 2015

From: Robert A. Jackson, Chief of Police

Prepared by: Joey Mercado, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Affirming the City Manager's action of having signed and submitted an acceptance of an allocation of funds and the execution of a grant agreement, and appropriating funds for the Federal Fiscal Year 2015, Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Justice Programs, in the amount of \$27,668

2. DISCUSSION OF ISSUE:

The JAG program is the combination of the former Byrne Formula and Local Law Enforcement Block Grant programs. The City's 2015 (based on the Federal fiscal year) JAG allocation is \$27,668.00.

The procedure for allocating JAG funds is a formula based on population and crime statistics in combination with a minimum allocation. The funding is based on the Part One Crime Index. JAG funds can be used to pay for equipment used in front-line law enforcement. No local match is required in connection with the expenditure of these funds.

Turlock Police intends to allocate the 2015 JAG funds to purchase equipment for front-line law enforcement use. This could take the form of weapons, ballistic vests, radios, or other equipment used by police officers and/or community service officers in need of replacement or will add new capabilities. The amount requested would be combined with allocated funds to accomplish this goal.

The City received an e-mail from the Department of Justice (DOJ) on Monday, September 28th indicating that the grant was approved and that we had until October 5th to accept the grant and execute the grant documents. Due to this short turn-around, there was not time to bring the documents back to Council for approval. The City Manager reviewed the documents and executed them so that the City did not lose the grant funds. At this time, Staff is asking for Council's affirmation of these actions.

3. BASIS FOR RECOMMENDATION:

- A) United States Department of Justice, Office of Justice Programs, requires the application be made public and be reviewed by the City of Turlock City Council, as well as provide an opportunity for public comment.
- B) City of Turlock policy requires City Council to approve all agreements.

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

Action Items:

Identify, pursue, and report on grants.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The City has received notification from United States Department of Justice, Office of Justice Programs that the 2015 JAG funds have been awarded in the amount of \$27,668. At the time the 2015-16 budget was prepared, Staff did not know if the funds would be awarded, so they were not included in that budget process. Therefore, Staff is now requesting the appropriation of the grant funds to the appropriate revenue and expenditure accounts in Fund 266 "Police Grants" under the JAG program.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Council could decline the request to allocate the JAG funds as requested requiring staff to determine other uses for these funds within the specific program guidelines.
- B. Council could decline to accept the JAG funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AFFIRMING THE }
CITY MANAGER'S ACTION OF HAVING }
SIGNED AND SUBMITTED AN }
ACCEPTANCE OF AN ALLOCATION OF }
FUNDS AND THE EXECUTION OF A }
GRANT AGREEMENT, AND }
APPROPRIATING FUNDS FOR THE }
FEDERAL FISCAL YEAR 2015 EDWARD }
BYRNE MEMORIAL JUSTICE ASSISTANCE }
GRANT (JAG) FUNDS FROM THE UNITED }
STATES DEPARTMENT OF JUSTICE, }
OFFICE OF JUSTICE PROGRAMS, IN THE }
AMOUNT OF \$27,668 }
_____ }

RESOLUTION NO. 2015-

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice (DOJ), Office of Justice Programs is a Federal grant program, combining and replacing the Byrne Formula and Local law Enforcement Block Grant programs with a single funding mechanism intended to simplify the administration process for the grantees; and

WHEREAS, the procedure for allocating JAG funds is a formula based on population and crime statistics, based on the Part One Crime Index, in combination with a minimum allocation; and

WHEREAS, Turlock Police Department has been awarded these grant funds to pay for equipment, technology and other materials directly related to the basic, front-line law enforcement functions; and

WHEREAS, the United States Department of Justice, Office of Justice Programs, requires this program to be reviewed and approved by the City of Turlock City Council; and

WHEREAS, Turlock Police intends to allocate FY 2015 JAG funds to purchase equipment for front-line law enforcement use in the form of weapons, ballistic vests, radios, tactical and/or other equipment used by Officers and/or CSOs which are in need of replacement or which will add new capabilities; and

WHEREAS, the City received notification from DOJ on September 28, 2015 that the grant was awarded and that the grant needed to be accepted and documents executed by October 5, 2015 of the City would lose the grant funding. Therefore the City Manager executed the grant documents and Staff now requests Council's affirmation of the grant acceptance.

WHEREAS, the Mayor, City Manager and/or their designee will be authorized to execute all grant documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby affirm the City Manager's action of having signed and submitted an acceptance of an allocation of funds and the execution of the grant agreement, and appropriates funds for the Federal Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) funds from the United States Department of Justice, Office of Justice Programs, in the amount of \$27,668.

BE IT FURTHER RESOLVED that the City Council of the City of Turlock does hereby authorize the Mayor, or the City Manager, or their designee to sign all documents on behalf of the City of Turlock required to accept these funds and/or to administer the grant program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 21, 2015

Mr. Roy Wasden
City of Turlock
156 S. Broadway, Suite 110
Turlock, CA 95380

Dear Mr. Wasden:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$27,668 for City of Turlock.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Zephyr R. Fraser, Program Manager at (202) 616-0416; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 21, 2015

Mr. Roy Wasden
City of Turlock
156 S. Broadway, Suite 110
Turlock, CA 95380

Dear Mr. Wasden:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(c); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

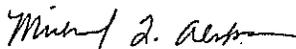
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Turlock 156 S. Broadway, Suite 110 Turlock, CA 95380		4. AWARD NUMBER: 2015-DJ-BX-0528	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018	
		6. AWARD DATE 08/21/2015	7. ACTION
2a. GRANTEE IRS/VENDOR NO. 946000588	8. SUPPLEMENT NUMBER 00		Initial
2b. GRANTEE DUNS NO. 078792496	9. PREVIOUS AWARD AMOUNT		\$ 0
3. PROJECT TITLE FY 15 JAG Program		10. AMOUNT OF THIS AWARD	\$ 27,668
		11. TOTAL AWARD	\$ 27,668
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Roy Wasden City Manager	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 27668		21. PDJUGT0275	



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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



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7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
21. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
22. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantecondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
23. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.



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25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.



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32. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
33. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
34. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
35. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
36. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
37. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
40. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.



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41. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/ncpa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
43. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
46. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. The recipient may not expend or draw-down funds until the required body armor certification related to mandatory wear has been submitted and approved by the Bureau of Justice Assistance (BJA) and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
49. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
50. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
51. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
52. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Turlock

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2015-DJ-BX-0528

PAGE 1 OF 1

This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Zephyr R. Fraser
(202) 616-0416

2. PROJECT DIRECTOR (Name, address & telephone number)

Miguel Pacheco
Lieutenant
244N. Broadway
TURLOCK, CA 95380-5454
(209) 664-7372 ext.6745

3a. TITLE OF THE PROGRAM

BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 15 JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Turlock
156 S. Broadway, Suite 110
Turlock, CA 95380

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2014 TO: 09/30/2018

8. BUDGET PERIOD

FROM: 10/01/2014 TO: 09/30/2018

9. AMOUNT OF AWARD

\$ 27,668

10. DATE OF AWARD

08/21/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

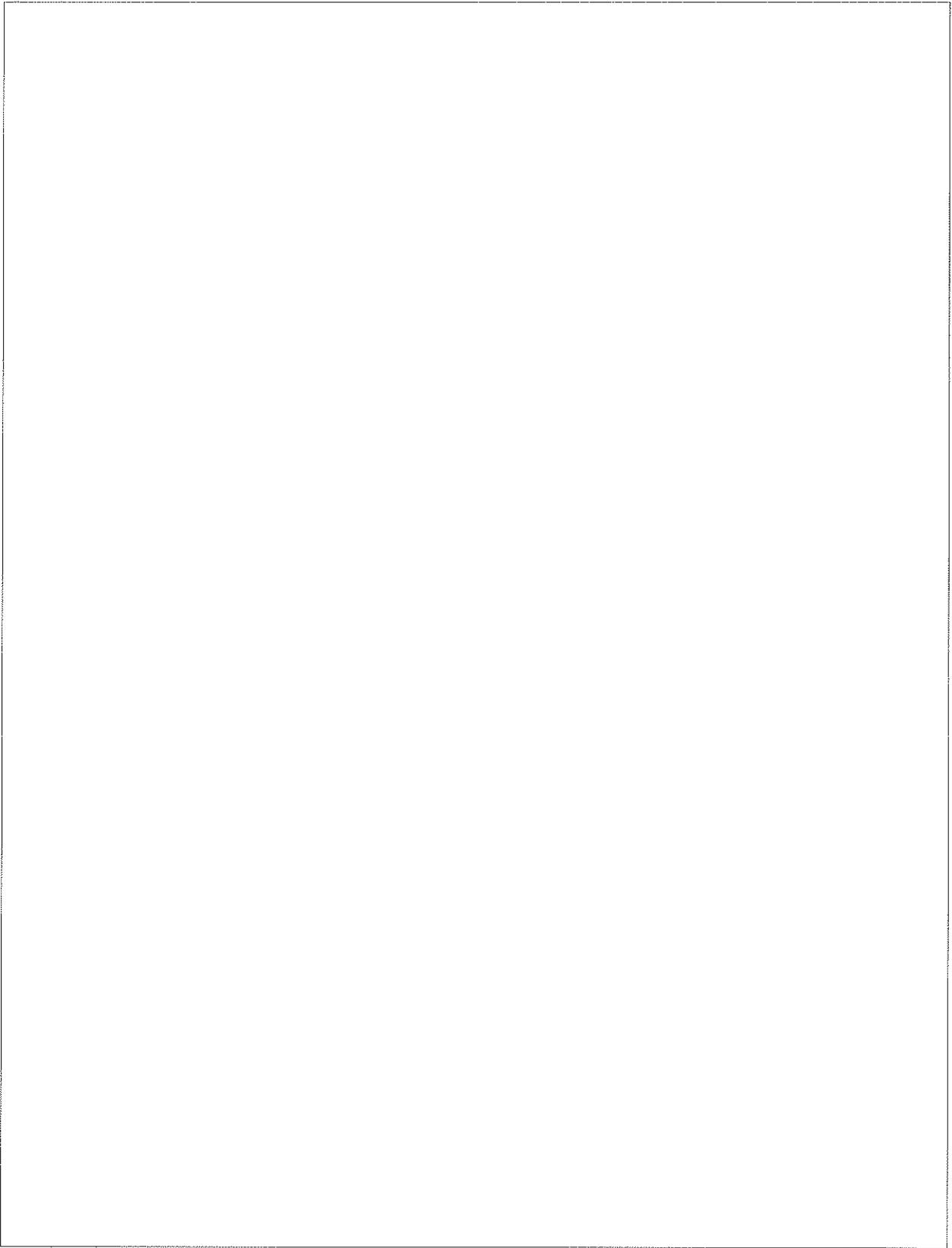
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The City of Turlock will utilize its FY 2015 JAG Award to purchase new or replacement equipment for front-line law enforcement use, such as weapons, ballistic vests, radios, and tactical equipment. NCA/NCF





Council Synopsis

October 13, 2015

From: Kellie Jacobs-Hunter, Administrative Services Director

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving modifications to the job description for the position of Firefighter, effective October 13, 2015

2. DISCUSSION OF ISSUE:

Staff recommends the following changes to the below listed job description:

Firefighter – revised to more accurately describe the duties of the position
(Attachment A)

3. BASIS FOR RECOMMENDATION:

A. City Council approval is required for any new and/or revised job description.

Policy Goals and Implementation Plan Initiative:

Policy Goal #1: Effective Leadership

Action Item:

2. Develop our employees so they are prepared for advancement and/or other career opportunities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could deny approval of revised job description.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
MODIFICATIONS TO THE JOB }
DESCRIPTION FOR THE POSITION OF }
FIREFIGHTER, EFFECTIVE }
OCTOBER 13, 2015 }
_____}

RESOLUTION NO. 2015-

WHEREAS, staff has identified a need to modify the job description for the position of Firefighter; and

WHEREAS, the modifications are requested due to revisions and are identified in Attachment A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the modifications to the job description for the position of Firefighter, effective October 13, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of October, 2015, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Stacey Tonarelli, Deputy City Clerk,
City of Turlock, County of Stanislaus,
State of California



FIREFIGHTER

DEFINITION

The Firefighter classification is the entry-level classification in the professional Firefighter series. Firefighters are responsible to perform the full range of fire suppression and emergency medical response duties.

This position is assigned to the Firefighter bargaining unit for labor relation's purposes and is subject to call back and overtime assignments.

DISTINGUISHING CHARACTERISTICS

The Firefighter performs all firefighting duties at the fire station under the direction of a superior officer however, considerable leeway is granted for the exercise of independent judgment and initiative. The principal function of an employee in this class is to respond to fires, medical emergencies, and other emergency and non-emergency situations to ensure the protection of life and property of the general public in the City.

SUPERVISION RECEIVED

Works under the general supervision of a Fire Captain or other supervisor as assigned.

SUPERVISION EXERCISED

May work out of grade as Driver/Engineer; May assist in the training of paid and/or volunteer fire personnel.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to, the following:

- Responds to fire alarms with assigned company; lays and connects hose; maintains pumping apparatus; holds nozzles and directs water streams; raises and climbs ladders.
- Operates all types of portable fire extinguishers, pike poles, hand lines, smoke ejectors, salvage covers, forcible entry tools, aerial ladder equipment, emergency medical equipment and other rescue equipment.
- Provides basic life support at emergency medical incidents, apply techniques to control bleeding, administers first aid, C.P.R. and defibrillator, assists paramedics at medical emergencies.
- Responds to hazardous materials incidents.

- Participates in fire inspection activities and other fire prevention and public education activities as assigned.
- Participates in fire drills; attends training sessions which include fire fighting techniques, emergency medical care and the proper use of all equipment and related tools.
- Cleans apparatus and equipment and performs general custodial duties as required.
- Issues bicycle licenses.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Firefighting rescue methods and techniques;
- Emergency medical skills and techniques, including first aid and Cardio Pulmonary Resuscitation.

Ability to:

- Learn to apply fire fighting and medical techniques and procedures;
- Learn the basic operation and mechanics of firefighting equipment;
- Maintain, inspect and make minor adjustments and repairs to fire apparatus and equipment;
- Analyze emergency and non-emergency situations and adopt effective courses of action;
- Identify fire hazards and conduct inspections;
- Interpret, understand and carry out City and Department rules and regulations, policies, procedures and training evolutions;
- Retain presence of mind, think and act quickly and effectively in emergency situations;
- Read and interpret maps, run cards and pre-fire plan drawings;
- Learn the geography of the City, including the layout of the City's water main system and street numbering system;
- Demonstrate a basic knowledge of the principles of mathematics;
- Understand and follow oral and written directions promptly and accurately;

- Communicate effectively, both orally and in writing;
- Establish and maintain cooperative-working relationships with those contacted in the course of work;
- Perform office work as assigned;

MINIMUM AGE

Minimum 18 years of age at time of application.

EDUCATION

Equivalent to graduation from high school. College level courses encouraged.

LICENSE AND CERTIFICATES

Possession of a Class C California Driver's License at time of application, to be maintained as a condition of employment.

Possession of an California Emergency Medical Technician-D Certificate, to be maintained as a condition of employment.

Possession of a Firefighter I Certificate of Completion approved by the California Fire Service Training and Education System or a California Firefighter I Certification issued by the California State Fire Marshal at time of employment.

PHYSICAL REQUIREMENTS

Incumbents must possess at the time of appointment to this position and maintain the physical ability and stamina to meet fire and safety protection line duties including: Vision corrected sufficiently to drive City vehicles and apparatus and meet medical standards established by the Department of Motor Vehicles to maintain a Class BC Driver's License, read blueprints, fine print and MDT's; hear well enough to identify mechanical noises, converse on the radio, telephone, and in person over incident noise; bodily mobility to crawl in attics, maintain balance on narrow platforms, to climb ladders, make rapid transitions from rest to near maximal exertion without warm-up periods; use of hands and fingers to write, drive vehicles and administer medical treatment; must be able to lift equipment and people as necessary; free from any physical, emotional or mental condition that might adversely affect the ability to exercise the duties of the position; tolerate extreme fluctuations in temperature while performing essential functions, must perform physically demanding work in hot (up to 400 F), and humid (up to 100% humidity) atmospheres while wearing firefighting equipment which significantly impairs body cooling mechanisms.

December 1992
 Revised 3/06, 3/07, 1/08, 9/15

Reviewed and Approved _____
 Personnel Officer

Date _____



Council Synopsis

50

October 13, 2015

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving minor modifications to the agreement between the City of Turlock and the Stanislaus Regional Water Authority ("SRWA") for interim legal services and authorizing the Mayor or City Manager to execute said agreement

2. DISCUSSION OF ISSUE:

On September 3, 2015, the Stanislaus Regional Water Authority Board unanimously voted to appoint an Interim General Counsel. The SRWA has conditionally selected Turlock's City Attorney to serve in the capacity of interim General Counsel.

On September 8, 2015, the Turlock City Council unanimously approved the agreement between the City of Turlock and the SRWA for Interim General Counsel.

On September 24, 2015, the Stanislaus Regional Water Authority Board unanimously approved the agreement between the City of Turlock and the SRWA for Interim General Counsel to include minor modifications to:

Section 1, Paragraph 2 - Scope of Services

~~Where appropriate, Attorney may, from time to time, recommend that the SRWA Board use of special counsel and SRWA shall engage the use of special counsel when recommended by Attorney.~~ In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorney of record on behalf of SRWA.

Section 13, Paragraph 5 - Professional Responsibilities

Due to the fact that the Attorney's office is established by law to provide legal services to TURLOCK officers, agencies and departments, and has in addition undertaken to provide legal services to SRWA by reason of this Agreement, the legal interests of TURLOCK generally may *potentially* conflict in a matter with the legal interests of SRWA. With full knowledge of Rule 3-310 of the Rules of

Professional Conduct of the State Bar of California, by executing this Agreement, SRWA AND TURLOCK acknowledge their respective understanding of and waive these potential conflicts of interests and provide their informed written consent to Attorney's simultaneous and separate representation of each Party.

Section 15 - Notices

Stanislaus Regional Water Authority
Judy Rosa, SRWA Secretary
1010 10th Street, 4th Floor, Suite 4100
Modesto, CA 95353
Phone: (209) 577-5213
E-mail: jrosa@modestogov.org

These modifications have been incorporated into the attached agreement.

3. BASIS FOR RECOMMENDATION:

Policy Goal and Implementation Plan Initiative:

Policy Goal #2: Fiscal Responsibility

General Principle(s):

3. Identify and pursue revenue opportunities, including grants and outside sources of funding.
4. Create an "efficient" and effective organization.
7. Develop value-added partnerships with public and private agencies, industry and educational institutions
8. Strive for interregional cooperation for the benefit of all.

4. FISCAL IMPACT / BUDGET AMENDMENT:

SRWA will compensate Turlock for the interim legal services provided in accordance with the attached agreement.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. Do not authorize the Mayor or City Manager to execute the amended agreement between the City of Turlock and the Stanislaus Regional Water Authority for Legal Services.



**AGREEMENT BETWEEN
THE CITY OF TURLOCK
and
THE STANISLAUS REGIONAL WATER AUTHORITY
for
LEGAL SERVICES**

THIS AGREEMENT FOR GENERAL ADVISORY LEGAL SERVICES ("Agreement") is entered into as of September 8, 2015 ("Effective Date") by and between the **CITY OF TURLOCK**, a California Municipal Corporation ("TURLOCK"), and the **STANISLAUS REGIONAL WATER AUTHORITY**, a joint powers authority ("SRWA"). TURLOCK and SRWA are each a "Party" and together are the "Parties" to this Agreement.

SRWA requires the services of legal counsel to represent SRWA in connection with providing advisory general counsel to SRWA on an as-needed/as-required basis, TURLOCK, through the staff of its City Attorney's Office, has personnel who are qualified to provide such services, and the Parties are authorized to contract for such services.

The Parties therefore agree as follows:

1. Scope of Services. TURLOCK shall provide general advisory legal services to SRWA, subject to the direction of SRWA's Board of Directors.

Where appropriate, Attorney may, from time to time, recommend that the SRWA Board engage the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorney of record on behalf of SRWA.

2. Duties. SRWA agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for TURLOCK to effectively render its professional services under this Agreement. SRWA further agrees to abide by this Agreement and to pay, in a timely manner, TURLOCK's bills for fees, costs, and expenses.

3. Term. The term of this Agreement shall be from the Effective Date until terminated in accordance with the terms of this Agreement.

4. Consideration. As full consideration for the work to be performed by TURLOCK, SRWA shall pay TURLOCK in accordance with **Exhibit A**. SRWA shall pay or reimburse TURLOCK for all of TURLOCK's out-of-pocket expenses, including, but not limited to, travel expenses, photocopying, overnight delivery, and messenger services, at the rates shown on **Exhibit A**.

5. Records. TURLOCK shall maintain accounting records and other evidence pertaining to the costs incurred and shall make the records available to authorized representatives of SRWA. These records shall be available at all reasonable times during the Agreement period and for four (4) years from the date of final payment for work performed hereunder.

6. Key Personnel. All of the services required hereunder shall be performed by TURLOCK or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services. Any change in the key personnel shall be subject to the advanced written approval of SRWA. The following are the key personnel for this Agreement:

Phaedra A. Norton, Turlock City Attorney, who shall serve as the General Advisory Counsel for SRWA ("Attorney").

7. Authorized Representative. SRWA's Board or other authorized representative shall represent SRWA in all matters pertaining to the services rendered by TURLOCK under this Agreement. All documents and requests for information shall be submitted through this representative and SRWA will cooperate with Attorney and TURLOCK in all matters relating to this Agreement in such manner as will result in the performance of such work without delay.

8. Termination.

a. Either party may terminate this Agreement at any time, with or without cause, upon ten (10) calendar days' written notice.

b. SRWA may, at any time at its discretion, abandon or suspend any portion of work to be done under the terms of this Agreement.

c. In the event of SRWA's abandonment or suspension of TURLOCK's work under this Agreement, or in the event of the termination of this Agreement, TURLOCK shall stop work at the stage directed by SRWA and shall deliver to SRWA all reports, plans, and other information developed as of such stage. TURLOCK shall also

cancel all orders for goods or services connected with this Agreement which have not been delivered or received.

d. TURLOCK shall accept as full payment for the services rendered and for all work performed and goods and services received at the time of termination, abandonment, or suspension of the work to be performed hereunder and in complete satisfaction of any and all claims against SRWA accruing to TURLOCK by reason of the abandonment or suspension of work or termination of this Agreement, payment for actual work performed in a reasonable amount determined by mutual agreement of the Parties.

9. **Equal Opportunity Assurance.** During the performance of this Agreement, TURLOCK agrees as follows:

a. TURLOCK will not discriminate against any employee or applicant for employment because of race, sex, creed, physical handicap, color, sexual orientation, or national origin. TURLOCK will take affirmative action to ensure that employees are treated equally without regard to race, gender, creed, physical handicap(s), color, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs and terminations, rates of pay or other forms of compensation; and selection for training, including apprenticeship. TURLOCK agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. In the event of TURLOCK's noncompliance with the nondiscrimination clause of this Agreement, this Agreement may be cancelled, terminated, or suspended in whole or in part.

10. **Insurance.** TURLOCK shall, at its own expense, procure and maintain in full force at all times during the term of this Agreement the following insurance, which shall be provided on an occurrence basis (except for Professional Liability, which may be on a claims-made basis). Proof of insurance shall be provided to SRWA upon request.

a. **Commercial General Liability Insurance.** TURLOCK shall maintain limits of no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. **Automobile Liability Insurance Coverages.** TURLOCK shall procure automobile liability insurance covering all vehicles used in the performance of this Agreement providing a One Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage which may arise from the activities of TURLOCK in performing this Agreement.

c. Compliance with State Workers' Compensation Requirements.

TURLOCK shall insure itself against liability for Workers' Compensation pursuant to the provisions of California Labor Code Section 3700 *et seq.*

d. Professional Liability Insurance Requirements.

TURLOCK shall maintain professional liability insurance with coverage for negligent acts, errors, or omissions committed by TURLOCK and its agents and employees in the course of work performed for SRWA under this Agreement in limits of not less than One Million Dollars (\$1,000,000.00). SRWA shall reimburse TURLOCK for the actual cost for said coverage.

11. Indemnification.

SRWA agrees to defend, indemnify and hold harmless TURLOCK and its elective and appointive boards, officers, officials, agents, employees or volunteers, from all claims, demands, suits and other actions for which protections are afforded to SRWA personnel by the California Government Code, for work done and actions taken within the course and scope of their employment, for work done and actions taken in the course and scope of services as general advisory counsel to SRWA.

12. Independent Contractor.

TURLOCK is an independent contractor retained by SRWA to perform the work described herein. All personnel employed by TURLOCK, including subcontractors and personnel of said subcontractors approved by SRWA, are not and shall not be deemed to be employees of SRWA, except for purposes of indemnification as set forth in paragraph 11. TURLOCK and approved subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. SRWA shall not, under any circumstances, be liable to TURLOCK or any person or persons acting for it for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this Agreement.

13. Professional Responsibilities – Duty of Loyalty, Ethical Conflicts of Interests.

As an attorney licensed to practice law in the State of California, Attorney is governed by specific rules relating to legal representation of clients when actual or potential conflicts of interest exist. (See Rule 3-310 of the Rules of Professional Conduct of the State Bar of California.) More specifically, Paragraph (B) of Rule 3-310 provides:

(B) [An attorney] shall not accept or continue representation of a client without providing written disclosure to the client where:

(1) The [attorney] has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or . . .

(3) The [attorney] has or had a legal, business, financial, professional, or personal relationship with another person or entity the [attorney] knows or reasonably should know would be affected substantially by resolution of the matter; or

(4) The [attorney] has or had a legal, business, financial, or professional interest in the subject matter of the representation.

In addition, subdivisions (C)(1) and (C)(2) of Rule 3-310 require Attorney to obtain informed written consent from both TURLOCK and SRWA in a matter in which the "interest of the clients *potentially* conflict," or in a matter in which the "interests of the clients *actually* conflict." Furthermore, pursuant to Rule 3-310, subdivision (E), Attorney must obtain the informed consent of both clients before representing an entity adverse to either's interests, "where, by reason of representation" of a client, Attorney has "obtained confidential information material to the employment" of Attorney by that other party.

The strictures against dual representation have been interpreted to include a "duty of loyalty" to the client which in limited circumstances may prohibit the Attorney from accepting or continuing representation of a client which is adverse to another client even in unrelated matters without the informed written consent of each client. In cases of multiple client representation, there is a risk of divided or at least shared attorney-client loyalties. Although Attorney is not currently aware of any actual adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which Attorney's representation of SRWA may be materially limited by Attorney's representation of TURLOCK, and vice versa. In the event of a dispute between TURLOCK and SRWA concerning future matters, the attorney-client privilege generally will not protect communications that have taken place between or among the clients and attorneys in Attorney's office. Anything TURLOCK or SRWA discloses to Attorney may be disclosed to the other party, and vice versa. Additionally, if a dispute or conflict develops between TURLOCK and SRWA, then in the absence of informed written consent from each, either client generally would be able to disqualify Attorney from representing the other client with respect to such conflict or dispute.

As of the Effective Date, TURLOCK and SRWA do not believe that Attorney's representation of TURLOCK would involve any actual or current conflict of interest that would interfere with Attorney's ability to serve as SRWA's counsel or compromise Attorney's ability to represent SRWA's interests. Although the Parties are not aware that there is a current conflict, out of an abundance of caution, Attorney has asked and the Parties, by their signatures to this Agreement, have consented to Attorney's representation of both TURLOCK and SRWA.

Due to the fact that the Attorney's office is established by law to provide legal services to TURLOCK officers, agencies and departments, and has in addition

undertaken to provide legal services to SRWA by reason of this Agreement, the legal interests of TURLOCK generally may *potentially* conflict in a matter with the legal interests of SRWA. With full knowledge of Rule 3-310 of the Rules of Professional Conduct of the State Bar of California, by executing this Agreement, SRWA AND TURLOCK acknowledge their respective understanding of and waive these conflicts of interests and provide their informed written consent to Attorney's simultaneous and separate representation of each Party.

TURLOCK's engagement by SRWA under this Agreement is also understood as entailing SRWA's consent to representation by the Attorney's office of the Attorney's other present or future clients (including TURLOCK) in "transactions," including litigation, in which Attorney has not been engaged to represent SRWA and in which SRWA has other counsel, and in which one of Attorney's other clients, such as TURLOCK, would be adverse to SRWA in matters unrelated to those that Attorney is handling for SRWA. In this regard, SRWA is aware of Attorney's past and on-going representation of TURLOCK and TURLOCK's officers, agencies, departments, other boards and bodies, and TURLOCK's affiliated agencies (collectively, "TURLOCK") in matters which are not currently adverse to SRWA. The Parties are not aware of any current adversity between TURLOCK and SRWA. Given the nature of Attorney's relationship with TURLOCK, however, SRWA understands and accepts Attorney's need to preserve its ability to represent TURLOCK on current matters and matters which may arise in the future, including matters adverse to SRWA, provided that Attorney would only undertake such representation of TURLOCK under circumstances in which Attorney does not possess confidential information of SRWA's relating to the transaction, and TURLOCK would staff such a project with one or more attorneys who are not engaged in SRWA's representation. In such circumstances, the attorneys in the two matters would be subject to an ethical wall, screening them from communicating with each other regarding their respective engagements. By execution of this Agreement, it is agreed that SRWA and TURLOCK waive any conflicts of interest, consent to Attorney's continued representation of TURLOCK and Attorney's other clients under those circumstances, and SRWA agrees not to assert any such conflict of interest or to seek to disqualify Attorney from representing TURLOCK or Attorney's other clients under those circumstances, notwithstanding any adversity that may develop between SRWA and TURLOCK or other of Attorney's clients.

Each Party acknowledges that it has had an opportunity to consult with independent legal counsel about the import of Attorney's proposed representation of both TURLOCK and SRWA and the significance and effect of the written consent to such representation and waiver of conflicts embodied in the execution of this Agreement, and has satisfied itself as to those matters before signing this Agreement. Each Party further acknowledges its understanding that it may at any time during the term of this Agreement consult with independent legal counsel about those matters and, in its sole discretion, may withdraw or modify its consent to such representation and waiver of conflicts at any time.

14. Attorney-Client Relationship. It is understood and agreed that a separate attorney-client relationship will exist between the Attorney and SRWA as a result of this Agreement. However, the Parties agree that, due to the common legal issues shared by SRWA and TURLOCK, the Attorney may in appropriate instances share its opinions and advice and other information of general interest with the either or both clients, and whenever the Attorney does so will preserve the confidentiality of personnel or other information protected by law.

15. Notices. Any notices or other communication required or permitted hereunder or by law to be delivered to, served on, or given to either Party shall be in writing and shall be deemed properly delivered to such Party at the earliest of (i) the date actually received; (ii) three (3) business days after deposit in the United States mail, postage paid, certified or registered, addressed to the respective Party at the address identified below; or (iii) one (1) business day if delivered by a commercial service which guarantees next-business-day delivery. Permitted delivery methods include commercial delivery services, facsimile transmission, electronic mail (email), or certified, registered, or postage prepaid United States mail, when received or refused. Either Party may change its address for purposes of notice by giving written notice of such change of address, which shall become effective 5 business days after giving notice of the change.

Notices to SRWA shall be given to:

Stanislaus Regional Water Authority
Judy Rosa, SRWA Secretary
1010 10th Street, 4th Floor, Suite 4100
Modesto, CA 95353
Phone: (209) 577-5213
E-mail: jrosa@modestogov.com

AND

Stanislaus Regional Water Authority
Jennifer Land, SRWA Secretary
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
Phone: (209) 668-5542
Fax: (209) 668-5668
E-mail: jland@turlock.ca.us

Notice to TURLOCK shall be given to:

Roy Wasden, City Manager
City of Turlock
156 S. Broadway, Ste. 230
Turlock, CA 95380-5454
Phone: (209) 668-5540
Fax: (209) 668-5529
E-mail: rwadsen@turlock.ca.us

16. Assignment. SRWA is entering into this Agreement in consideration of the rendition by TURLOCK of the services required herein. Except as set forth in paragraph 1, TURLOCK shall not assign any of the duties, responsibilities, or obligations of this Agreement to any other firm, company, agency, entity, or individual, except with the express advanced written consent of SRWA.

17. Amendment. This Agreement may be amended, modified, or changed by the Parties provided that said amendment, modification, or change is in writing and approved by both Parties.

18. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the provision of Attorney legal services. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied upon by either Party.

19. Invalidity of Any Provision. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

20. Counterparts. The Parties may sign this Agreement, in counterpart such that each document, when all signatures are appended together, will constitute a fully signed original or copy thereof.

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

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor

or

Roy W. Wasden, City Manager

**STANISLAUS REGIONAL
WATER AUTHORITY**

By: _____
Authorized Representative

EXHIBIT A

Billing Rates

SRWA shall compensate TURLOCK for legal services provided within the scope of services as follows:

From the Effective Date through termination SRWA shall pay to TURLOCK a flat rate of One Thousand Eight Hundred Fifty and no/100^{ths} Dollars (\$1,850.00) per month for attorney services.

In addition to paying legal fees, SRWA shall reimburse TURLOCK for customary and reasonable costs and expenses incurred by TURLOCK in the course of providing legal services to SRWA. Costs will include, but are not limited to, all third Party expenses, insurance coverage, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees. Except as provided above, TURLOCK will charge SRWA for travel time at the then-current hourly rates, and for mileage, at the then-current IRS standard rate, to and from SRWA's offices and other locations connected with services under this Agreement. TURLOCK shall prorate SRWA's travel time charges if the assigned attorney(s) travel for two or more clients on the same trip.

TURLOCK shall render to SRWA a statement for flat fees for services and costs incurred every calendar month and for services rendered. SRWA shall pay TURLOCK's statement within thirty (30) calendar days after issuance of each statement.

TURLOCK will exercise discretion to use whichever attorneys and staff that it determines best suited to the rendering of legal services to SRWA in a competent and economically efficient manner.

Third Party Costs and Expenses: TURLOCK may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance approval of SRWA's authorized representative and proper documentation, SRWA shall pay directly or reimburse TURLOCK for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.



Council Synopsis

7A
October 13, 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: Accepting the results of the Proposition 218 process for the consideration of increasing the monthly solid waste fees/charges effective December 1, 2015

Note: Consideration of the below Ordinance is contingent upon approval of the above Motion.

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 01 titled Garbage, Rubbish, and Garden Refuse to implement updated fees/charges for property related solid waste services

2. DISCUSSION OF ISSUE:

Turlock Scavenger, the City's franchise hauler, has requested the solid waste fee/charge structure be adjusted to address their increased costs, including the rate increases at the Stanislaus County solid waste facilities. Furthermore, the last fee/charge increase was in 2003. As proposed by Turlock Scavenger, the typical residential solid waste services will increase by 9.16% - 9.45%. City staff performed a review of the methodologies used by Turlock Scavenger to determine the proposed fee/charge increase and did not note any concerns. Turlock Scavenger is proposing, and City staff is recommending, a one-time increase for the next five years as opposed to a series of five smaller annual increases.

Proposition 218 (Article XIID of the California Constitution) requires notification to the affected property owners of any proposed increase in fees/charges for property related services. On April 28, 2015, City Council authorized staff to conduct a Proposition 218 process and to establish a public hearing date of October 13, 2015 for the consideration of increasing the solid waste fees/charges. The notification process was performed on August 18, 2015 and August 25, 2015 via United States Mail (fifty-six and forty-nine days prior to the public hearing, respectively).

Protest ballots can be accepted up to the conclusion of the public hearing. At the conclusion of the public hearing the protest ballots will be tabulated and presented to City Council for consideration. Staff has conducted customer education, outreach, and notification that exceed the requirements of Proposition 218, including but not limited to: advertisement on City of Turlock's website, a Conservation Corner article published in the Turlock Journal, press release to all media outlets (Turlock Journal, Modesto Bee, and Turlock City News), Municipal Services Newsletter, and a utility billing insert. As of close of business on September 25, 2014 staff has received approximately 675 phone calls from customers and 368 protest ballots.

Pursuant to Proposition 218, the City Council may not impose the new solid waste fees/charges if written protests are presented by a majority of the owners of parcels on which the fee is imposed. In Turlock's particular case, written protests would have to be received from the property owners of 9,119 parcels.

Based on the proposed solid waste fees/charges, Turlock Municipal Code would need to be updated to reflect the associated fees/charges.

3. BASIS FOR RECOMMENDATION:

- A. To cover the increased costs incurred by Turlock Scavenger Company for solid waste services.
- B. To provide consistency between the proposed solid waste fees/charges and the Municipal Code.

Policy Goal and Implementation Plan Initiative:

Policy Goal #4:

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A. Not move forward with the implementation of the increase for solid waste services based upon a majority of written protests from affected property owners (requires 9,119 written protests, 50% + 1 vote).
- B. The City Council could elect not to proceed with the increase for solid waste services. This alternative is not recommended due to Turlock Scavenger's increased operational costs caused by fee increases at the Fink Road Landfill and Waste-to-Energy Facility.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 6, CHAPTER 3, }
ARTICLE 1, SECTION 01 TITLED GARBAGE, }
RUBBISH, AND GARDEN REFUSE TO }
IMPLEMENT UPDATED FEES/CHARGES FOR }
PROPERTY RELATED TO SOLID WASTE }
SERVICES }
_____ }

ORDINANCE NO. -CS

WHEREAS, Turlock Scavenger, the City's franchise hauler, has requested the solid waste fee/charge structure be adjusted to address their increased costs, including the rate increases at the Stanislaus County solid waste facilities; and

WHEREAS, Turlock Scavenger is proposing, and City staff is recommending, a one-time increase for the next five years as opposed to a series of five smaller annual increases; and

WHEREAS, Proposition 218 (Article XIID of the California Constitution) requires notification to the affected property owners of any proposed increase in fees/charges for property related services; and

WHEREAS, the notification process was performed on August 18, 2015 and August 25, 2015 via United States Mail (forty-nine and fifty-six days prior to the public hearing); and

WHEREAS, pursuant to Proposition 218, the City Council may not impose the new solid waste fees/charges if written protests are presented by a majority of the owners of parcels on which the fees/charges are imposed; and

WHEREAS, in Turlock's particular case, written protests would have to be received from the property owners of 9,119 parcels; and

WHEREAS, the Turlock City Council held a public hearing on October 13, 2015 to consider the adoption of solid waste fees/charges; and

WHEREAS, a majority of written protests were not received in opposition to the proposed changes in solid waste fees/charges; and

WHEREAS, the City Council has elected to adopt the new solid waste fees/charges; and

WHEREAS, based on the adopted solid waste fees/charges, Turlock Municipal Code would need to be updated to reflect the associated fees/charges.

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

SECTION 1. AMENDMENT: Title 6, Chapter 3, Article 1, Section 01 is hereby amended to read as follows:

**Chapter 6-3
GARBAGE, RUBBISH, AND GARDEN REFUSE**

Sections:

Article 1. Collection Charges

6-3-101 Rates Fees and Charges.

The rates/fees/charges to be charged for the collection of garbage, rubbish and garden refuse are shown in the table below. A consolidated bill for garbage, rubbish, industrial refuse, water, and sewer charges will be sent to the person responsible for the payment of water and sewer charges.

TYPE OF SERVICE	Monthly Cart Service <u>Rate/Fee/Charge</u>
Residential <u>32</u>	Includes: 1 - 32 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden Refuse (green)
Residential 32 Regular <u>Rate/Fee/Charge</u>	\$25.10 <u>\$27.40</u>
Residential 32 Senior Citizen <u>Rate/Fee/Charge</u>	\$19.20 <u>\$20.95</u>
Residential <u>64</u>	Includes: 1 - 64 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden Refuse (green)

Residential 64 Regular Rate/Fee/Charge	\$ 33-10 <u>36.20</u>	
Residential - 96	Includes: 1 - 96 Gallon Refuse (grey) 1 - 68 Gallon Recycle (blue) 1 - 95 Gallon Garden Refuse (green)	
Residential 96 Regular Rate/Fee/Charge	\$ 38-10 <u>41.70</u>	
ADDITIONAL CART FEES		
Each Additional Extra Cart for Recyclable Waste Material, including Garden Waste Container Refuse Cart (green) and Recycle Cart (blue)	\$ 7-65 <u>8.35</u>	
SPECIAL CART SERVICES		
Damaged Cart Replacement	32 gallon grey 64 gallon grey 68 gallon blue 95 gallon green 96 gallon grey	\$32.00 \$42.00 \$42.00 \$46.00 \$46.00
Cart Cleaning or Swap Charge	1st Cart Each additional cart	\$25.00 \$ 5.00
Return for Cart Service	1st Cart	\$ 5.00

Charge	Each additional cart	\$ 2.00
Recycle/Green Refuse Cart Contaminate Fee	\$15.00 each cart	
Commercial Cart Service	Includes: 1 - 95-gallon refuse (grey)	
Commercial Cart Service	\$20.85 <u>22.75</u>	
TYPE OF SERVICE	Monthly <u>Rate/Fee/Charge</u>	
Commercial Bin Service		
2-Yard Bin		
pick up 1 time a week	\$75.85 <u>81.05</u>	
pick up 2 times a week	\$134.60 <u>143.60</u>	
pick up 3 times a week	\$193.35 <u>205.75</u>	
pick up 4 times a week	\$252.10 <u>269.45</u>	
pick up 5 times a week	\$310.85 <u>331.60</u>	
pick up 6 times a week	\$369.60 <u>393.30</u>	
3-Yard Bin		
pick up 1 time a week	\$94.50 <u>100.90</u>	
pick up 2 times a week	\$171.80 <u>183.55</u>	
pick up 3 times a week	\$249.10 <u>263.70</u>	
pick up 4 times a week	\$326.40 <u>348.20</u>	
pick up 5 times a week	\$403.70 <u>430.65</u>	
pick up 6 times a week	\$481.00 <u>513.10</u>	
4-Yard Bin		
pick up 1 time a week	\$115.50 <u>123.55</u>	
pick up 2 times a week	\$213.70 <u>228.15</u>	
pick up 3 times a week	\$311.90 <u>332.75</u>	

pick up 4 times a week	\$410.10 <u>437.50</u>
pick up 5 times a week	\$508.30 <u>542.25</u>
pick up 6 times a week	\$606.50 <u>647.00</u>
6-Yard Bin	
pick up 1 time a week	\$152.10 <u>162.85</u>
pick up 2 times a week	\$286.75 <u>306.45</u>
pick up 3 times a week	\$421.40 <u>448.80</u>
pick up 4 times a week	\$556.06 <u>594.30</u>
pick up 5 times a week	\$690.70 <u>736.85</u>
pick up 6 times a week	\$825.35 <u>880.45</u>
Special Bin Services:	
Special Pickup \$2.90 per yard plus \$35.00	2-Yard Bin \$40.80
	3-Yard Bin \$43.70
	4-Yard Bin \$46.60
	6-Yard Bin \$52.40
Cleaning & Replacement	\$35.00 plus Special Pick up Charge
Gate Rate <u>Fee/Charge</u>	\$16.80 per month per bin per pick up
Bin Compactor Rate <u>Fee/Charge</u>	\$10.10 per cubic yard per pick up
3-Yard Temporary Bin	\$51.00 per week with one dump \$51.00 per each additional dump
Bin push out rate <u>fee/charge</u>	\$16.80 per month per bin per pick up

TYPE OF SERVICE	<u>Rate/Fee/Charge</u>	
Commercial Box Service	Hauling Fee	Disposal Charge
15-19 Yard Box	\$90.00 <u>127.50</u>	\$53.53 per ton fee
20-29 Yard Box	\$105.00 <u>148.80</u>	\$53.53 per ton fee
30-50 Yard Box	\$130.00 <u>184.20</u>	\$53.53 per ton fee
<u>One price for all sizes</u>	<u>\$161.30</u>	
Special Box Services:		
Box Compactor <u>Rate/Fee/Charge</u>	Must be negotiated, by size and weight. Disposal will be actual disposal charge.	
Box Rental	\$2.00 per day.	
Box Special Pickup	Hauling Fee + \$35.00	
EXTRA CHARGE ITEMS	<u>Rate/Fee/Charge</u>	
Electronic Waste (E-Waste)		
Computer Monitors and Televisions		
Computer Monitors	\$20.00	
Table Top Televisions	\$25.00	
Console & Big Screen Televisions	\$35.00	

Universal Waste (U-Waste)	
Microwaves, dishwashers, washing machines, dryers, toaster ovens, stoves or ovens, hot water heaters and furnaces	\$8.25 per appliance
Refrigeration Equipment, A/C Units, etc.	\$23.55 per unit
Tires	
Passenger	\$5.90
Passenger with Rim	\$9.40
Truck	\$14.10
Trucks with Rim	\$22.90
Tractor & Heavy Equipment	From \$80.00 to \$600.00

(Ord. 1165-CS, Amended, 06/12/2012; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-02, Renumbered from 6-3-118)

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 27th day of October, 2015, by the following vote:

AYES:
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