

# CITY OF ATWATER

## CITY COUNCIL AGENDA

Council Chambers  
750 Bellevue Road  
Atwater, California

**April 11, 2016**

CALL TO ORDER:

**5:00 PM**

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL:

**Bergman\_\_\_\_, Raymond \_\_\_\_, Rivero\_\_\_\_, Vineyard \_\_\_\_, Price\_\_\_\_**

CLOSED SESSION:

Adjourn to Conference Room A

- a. **Conference with Legal Counsel – Anticipated Litigation – Government Code Section 54956.9(b): Number of cases: (1)**
- b. **Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiator regarding Property Disposition. Agency Negotiator: Community Development Director McBride**

**Property Locations: 005-070-032  
001-134-015**

REGULAR SESSION: (Council Chambers)

**6:00 PM**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE TO THE FLAG:

INVOCATION:

**Invocation by Police Chaplain McClellan**

ROLL CALL:

**Bergman\_\_\_\_, Raymond \_\_\_\_, Rivero\_\_\_\_, Vineyard \_\_\_\_, Price\_\_\_\_**



**MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:**

**SUBSEQUENT NEED ITEMS:** (The City Clerk shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need items require a two-thirds vote of the members of the City Council present at the meeting.)

**APPROVAL OF AGENDA AS POSTED OR AS AMENDED:** (This is the time for the City Council to remove items from the agenda or to change the order of the agenda.)

**Staff's Recommendation:** Motion to approve agenda as posted or as amended.

**PRESENTATIONS:**

- **Monthly verbal report by Merced County District 3 Supervisor McDaniel**

**COMMENTS FROM THE PUBLIC:**

**NOTICE TO THE PUBLIC**

At this time any person may comment on any item which is not on the agenda. Please state your name and address for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda.

To comment on an item that is **on** the agenda, please wait until the item is read for consideration; please limit comments to a maximum of five (5) minutes.

**Civility is expected from members of the public during the meeting. For more efficient use of time, disruptive behavior will not be tolerated. While you may not agree with what an individual is saying, please treat everyone with courtesy and respect.**

**CONSENT CALENDAR:**

**NOTICE TO THE PUBLIC**

Background information has been provided on all matters listed under the Consent Calendar, and these items are considered to be routine. All items under the Consent Calendar are normally approved by one motion. If discussion is requested on any item, that item will be removed from the Consent Calendar for separate action.

**WARRANTS:**

1. **April 11, 2016**

**Staff's Recommendation:** Approval of warrants as listed.

**MINUTES:** (City Council)

2. **Regular meeting, March 28, 2016**

**Staff's Recommendation:** Approval of minutes as listed.

AGREEMENTS:

3. **Awarding Professional Services Agreement with Davey Resource Group for Urban Forest Master Plan and Canopy Coverage Analysis** (Interim Public Works Director Faretta)

**Staff's Recommendation:** Awards a contract, in a form approved by the City Attorney, for professional services for Urban Forest Master Plan and Canopy Coverage Analysis, City Project No. 16-12, to Davey Resource Group of Atascadero, California in an amount not to exceed \$93,912; and authorizes and directs the City Manager to execute the Professional Services Agreement on behalf of the City.

REPORTS:

4. **Monthly review of local drought emergency** (City Attorney Terpstra)

**Staff's Recommendation:** Reaffirms the facts and findings in Resolution No. 2823-15 declaring the existence of a local drought emergency.

5. **Ratifying urgency purchase and installation of two (2) Redundant Servers to provide telephone service to City Hall, Corporation Yard, Community Center, Youth Center and Fire Stations** (City Manager Pietro)

**Staff's Recommendation:** Ratifies urgency purchase award to Quick PC Support, Inc., Modesto, California for the purchase and installation of two (2) Redundant Servers to provide telephone and voicemail service for City Hall, Corporation Yard, Community Center, Youth Center and Fire Stations in an amount not to exceed \$39,070.48.

**CLAIMS AGAINST THE CITY:** (Note to the Public: Portions of this claim have been redacted because they do not affect the City Council's ability to make a decision on the claim. The claim however, is a public document and can be made available upon request by members of the public. If you have any questions or would like to request this document, please contact the City Clerk's office at (209) 357-6205).

6. **Claim No. 2016-8**

**Staff's Recommendation:** After consideration and investigation, it is staff's recommendation that Claim No. 2016-8 be rejected.

INFORMATIONAL ITEMS ONLY (NO ACTION REQUIRED):

7. **Police Department/Code Enforcement Officer activities and projects for the month of March, 2016** (Police Lieutenant Joseph)

8. **Police Volunteer activities for the month of March, 2016** (Police Volunteer Vineyard)
9. **Fire Department activities and projects for the month of March, 2016** (CAL FIRE Battalion Chief Pimentel)
10. **Public Works Department activities and projects for the month of March, 2016** (Interim Public Works Director Faretta)

REPORTS AND PRESENTATIONS FROM STAFF:

11. **Adopting City Council Resolution No. 2879-16 approving Planned Development Final Development Plan No. 03-3 Amendment No. 2** (Community Development Director McBride)

**Staff's Recommendation:** That the City Council review Amendment No. 2 to the approved Planned Development Final Development Plan (PDFDP) No. 03-3; and adopt City Council Resolution No. 2879-16 approving PDFDP No. 03-3 Amendment No. 2; or

Motion to approve staff's recommendation as presented.

12. **Approving Memorandum of Understanding setting forth certain items of agreement among agencies within the Merced Groundwater Subbasin following the Sustainable Groundwater Management Act** (Water Division Manager/Chief Operator Shaw)

**Staff's Recommendation:** That the City Council approve a Memorandum of Understanding setting forth certain items of agreement among agencies within the Merced Groundwater Subbasin following the Sustainable Groundwater Management Act; and authorize and direct the Mayor to execute the Memorandum of Understanding, in a form approved by the City Attorney, on behalf of the City; or

Motion to approve staff's recommendation as presented.

CITY COUNCIL MATTERS:

13. **City Council comments and requests for future agenda items**

CLOSED SESSION:

**Continuation of Closed Session if necessary**

ADJOURNMENT:

**Adjourn to City Council Chambers, 750 Bellevue Road, Atwater, on April 25, 2016 at 4:00 PM to hold a workshop on Agenda Policy and Rules of Order**

CERTIFICATION:

I, Jeanna Del Real, City Clerk of the City of Atwater, do hereby certify that a copy of the foregoing agenda was posted at City Hall a minimum of 72 hours prior to the meeting.

  
\_\_\_\_\_  
JEANNA DEL REAL, CMC  
CITY CLERK

SB 343 NOTICE

*In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk at City Hall during normal business hours at 750 Bellevue Road.*

*If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 750 Bellevue Road.*



*In compliance with the Federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission, or Committee meeting due to a disability, please contact the City Clerk's Office at least 48 business hours in advance of the meeting at 357-6205. You may also send the request by email to [jdreal@atwater.org](mailto:jdreal@atwater.org).*

~ April 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 City Hall closed	2
3	4	5	6	7	8 City Hall closed	9
10	11 City Council Meeting - 6:00 PM	12	13	14	15 City Hall closed	16
17	18 Oversight Board of Successor Agency to ARA Meeting - 1:30 PM Citizens' Oversight Comm. for Public Safety Trans & Use Tax Mtg - 5:30 PM	19	20 Community Development & Resources Commission Meeting - 6:00 PM	21	22 City Hall closed	23
24	25 Audit & Finance Committee Mtg - 3:30 PM City Council Workshop - 4:00 PM City Council Meeting - 6:00 PM	26	27	28 Merced County District 3 Supervisor McDaniel "Mobile" Office Hours - 1:30 - 3:30 PM	29 City Hall closed	30

~ May 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6 City Hall closed	7
8	9 City Council Meeting - 6:00 PM	10	11	12	13 City Hall closed	14
15	16 Oversight Board of Successor Agency to ARA Meeting - 1:30 PM	17	18 Community Development & Resources Commission Meeting - 6:00 PM	19	20 City Hall closed	21
22	23 Audit & Finance Committee Meeting - 3:30 PM City Council Meeting - 6:00 PM	24	25	26 Merced County District 3 Supervisor McDaniel "Mobile" Office Hours - 1:30 - 3:30 PM	27 City Hall closed	28
29	30 City Holiday Memorial Day	31	Notes:			
31	Trash pick up delayed 1 day					

**WARRANTS SUMMARY FOR APRIL 11, 2016 COUNCIL MEETING**

AL OF WARRANTS (FROM WARRANT REPORT)			\$ 325,927.80
ADDITIONAL WARRANTS ( THESE AMOUNTS ARE <u>NOT</u> INCLUDED IN TOTAL WARRANTS)			

DATE	DESCRIPTION	AMOUNT
3/10/2016	Prewrittens included in this current warrant run.	(\$31,171.24)
3/23/2016	Retiree Medical Reimbursement-APRIL 2016	\$29,052.18
3/31/2016	Dental Claims/Admin.-MARCH 2016	\$ 9,818.95
4/4/2016	PERS Health - APRIL 2016	\$106,301.94
3/31/2016	PERS Retirement EFT 3/10/16 - 3/23/16	\$39,279.45

TOTAL ADDITIONAL WARRANTS \$153,281.28

GRAND TOTAL OF WARRANTS PAID ===== \$479,209.08

**INFORMATIONAL ONLY ( INCLUDED IN THE TOTAL WARRANTS TOTAL)**

DATE	DESCRIPTION	AMOUNT
3/31/2016	Net Payroll	\$180,147.67
3/31/2016	Federal Taxes	\$57,965.32
3/31/2016	State Taxes	\$7,349.28
3/31/2016	Payroll Deductions	\$1,397.82

\$245,462.27 Total Payroll

TOTAL INFORMATIONAL WARRANTS \$246,860.09

  
 CITY TREASURER

# Accounts Payable

## Checks for Approval

User: jdaniel  
 Printed: 4/5/2016 - 2:41 PM

*Prewritten*



City of  
**Atwater**  
 Community Pride City Wide  
 750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67408	03/30/2016	Employee Benefits Fund	Health Insurance, Retirees	RAMONA BLAKE		242.24
					Check Total:	242.24
67409	03/30/2016	Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		630.19
					Check Total:	630.19
67410	03/30/2016	Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		334.76
					Check Total:	334.76
67411	03/30/2016	Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		1,838.49
					Check Total:	1,838.49
67412	03/30/2016	Employee Benefits Fund	Health Insurance, Retirees	DARRELL HAMMIT		630.19
					Check Total:	630.19
67413	03/30/2016	Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		870.77
					Check Total:	870.77
67414	03/30/2016	Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		66.88
					Check Total:	66.88
67415	04/04/2016	General Fund	Training	BLUE COLLAR TRAINING NETWORK, LLC		400.00
					Check Total:	400.00
67416	04/04/2016	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		2,250.54
					Check Total:	2,250.54
67417	04/04/2016	General Fund	Rtif	MCAG - RTIF		12,896.08
					Check Total:	12,896.08
67418	04/04/2016	Gas Tax/Street Improvement	Winton Way Road Improvements	MID VALLEY ENGINEERING		2,860.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	2,860.00
67419	04/04/2016	General Fund	Rents & Leases	OFFICE EQUIPMENT		703.30
67419	04/04/2016	General Fund	Rents & Leases	OFFICE EQUIPMENT		703.30
67419	04/04/2016	General Fund	Rents & Leases	OFFICE EQUIPMENT		800.98
67419	04/04/2016	General Fund	Rents & Leases	OFFICE EQUIPMENT		800.97
67419	04/04/2016	General Fund	Rents & Leases	OFFICE EQUIPMENT		800.98
					Check Total:	3,809.53
67420	04/04/2016	RDVLPMT Obligation Retirement	Professional Services	ROSENOW SPEVACEK GROUP INC.		2,943.75
					Check Total:	2,943.75
67421	04/05/2016	General Fund	Garnishments	FRANCHISE TAX BOARD		307.71
67421	04/05/2016	General Fund	Garnishments	FRANCHISE TAX BOARD		237.19
					Check Total:	544.90
67422	04/05/2016	General Fund	Garnishments	STATE DISBURSEMENT UNIT		852.92
					Check Total:	852.92
					Report Total:	31,171.24

# Accounts Payable

## Checks for Approval

User: jdaniel  
 Printed: 4/5/2016 - 2:42 PM



*City of*  
**Atwater**  
*Community Pride City Wide*  
 750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67423 ✓	04/11/2016	Sanitation Enterprise	Solid Waste Collectn/Disposal	ALLIED WASTE SERVICES #917		198,803.59
				Check Total:		198,803.59
67424 ✓	04/11/2016	Internal Service Fund	Special Departmental Expense	ALL-PHASE ELECTRIC		25.64
				Check Total:		25.64
67425 ✓	04/11/2016	General Fund	Youth Basketball	SABRINA ALVARADO		30.00
67425	04/11/2016	General Fund	Adult Co-Ed Volleyball	SABRINA ALVARADO		50.00
				Check Total:		80.00
67426 ✓	04/11/2016	General Fund	Adult Co-Ed Volleyball	SYLVIA ALVARADO		40.00
				Check Total:		40.00
67427 ✓	04/11/2016	Internal Service Fund	Utilities	AMERIGAS - MODESTO		45.82
67427	04/11/2016	Internal Service Fund	Utilities	AMERIGAS - MODESTO		71.13
				Check Total:		116.95
67428 ✓	04/11/2016	Water Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		100.00
67428	04/11/2016	Gas Tax/Street Improvement	Professional Services	ATWATER CHIROPRACTIC, INC.		200.00
67428	04/11/2016	General Fund	Special Departmental Expense	ATWATER CHIROPRACTIC, INC.		80.00
				Check Total:		380.00
67429 ✓	04/11/2016	Gas Tax/Street Improvement	Professional Services	ATWATER ELECTRIC		125.00
67429	04/11/2016	Gas Tax/Street Improvement	Professional Services	ATWATER ELECTRIC		85.00
				Check Total:		210.00
67430 ✓	04/11/2016	Internal Service Fund	Professional Services	ATWATER TIRE SERVICE INC.		17.50
				Check Total:		17.50
67431 ✓	04/11/2016	Internal Service Fund	Operations & Maintenance	AUTOZONE STORE #5506		23.74
67431	04/11/2016	Internal Service Fund	Special Departmental Expense	AUTOZONE STORE #5506		87.66
67431	04/11/2016	Internal Service Fund	Operations & Maintenance	AUTOZONE STORE #5506		16.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	127.82
67432	04/11/2016	Water Enterprise Fund	Special Departmental Expense	BC LABORATORIES INC.		48.00
67432	04/11/2016	Water Enterprise Fund	Special Departmental Expense	BC LABORATORIES INC.		256.00
					Check Total:	304.00
67433	04/11/2016	Internal Service Fund	Operations & Maintenance	BELCORP AG		537.06
					Check Total:	537.06
67434	04/11/2016	General Fund	Maint. Buildings & Grounds	BIG CREEK LUMBER COMPANY		63.29
67434	04/11/2016	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		3.67
67434	04/11/2016	General Fund	Donations	BIG CREEK LUMBER COMPANY		828.32
					Check Total:	895.28
67435	04/11/2016	Sewer Enterprise Fund	Special Departmental Expense	BOGIE'S PUMP SYSTEMS		2,418.00
					Check Total:	2,418.00
67436	04/11/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	BOOT BARN		107.99
67436	04/11/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	BOOT BARN		14.40
67436	04/11/2016	Water Enterprise Fund	Uniform & Clothing Expense	BOOT BARN		200.00
					Check Total:	322.39
67437	04/11/2016	Gas Tax/Street Improvement	Special Departmental Expense	CALAVERAS MATERIALS INC.		841.36
					Check Total:	841.36
67438	04/11/2016	General Fund	Communications	CARTER COMMERCIAL CONSTRUCTION		904.00
					Check Total:	904.00
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		1,237.03
67439	04/11/2016	Internal Service Fund	Special Departmental Expense	COLEMAN HEATING & A/C		896.10
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		188.50
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		150.00
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		115.00
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		176.00
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		218.50
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		165.00
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		85.00
67439	04/11/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		70.00
					Check Total:	3,301.13
67440	04/11/2016	Internal Service Fund	Communications	COMCAST CABLE		13.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	13.24
67441	04/11/2016	Sewer Enterprise Fund	Closing of WWTP	CONFLUENCE ENVIROMENTAL, INC		4,522.00
					Check Total:	4,522.00
67442	04/11/2016	Water Enterprise Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		60.76
67442	04/11/2016	Internal Service Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		320.49
					Check Total:	381.25
67443	04/11/2016	General Fund	Special Departmental Expense	CREATIVE SUPPLIES, INC		1,854.67
					Check Total:	1,854.67
67444	04/11/2016	General Fund	Communications	DELTA WIRELESS & NETWORK SOLUTIONS		50.00
67444	04/11/2016	General Fund	Communications	DELTA WIRELESS & NETWORK SOLUTIONS		95.00
67444	04/11/2016	General Fund	Communications	DELTA WIRELESS & NETWORK SOLUTIONS		180.00
					Check Total:	325.00
67445	04/11/2016	General Fund	Youth Basketball	ANDREW FARETTA		100.00
					Check Total:	100.00
67446	04/11/2016	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		49.62
67446	04/11/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	FASTENAL COMPANY		93.00
67446	04/11/2016	Internal Service Fund	Special Departmental Expense	FASTENAL COMPANY		28.33
67446	04/11/2016	Sewer Enterprise Fund	Special Departmental Expense	FASTENAL COMPANY		136.91
67446	04/11/2016	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		15.61
					Check Total:	323.47
67447	04/11/2016	Water Enterprise Fund	Special Departmental Expense	FERGUSON ENTERPRISES INC. #690		601.02
67447	04/11/2016	Water Enterprise Fund	Special Departmental Expense	FERGUSON ENTERPRISES INC. #690		42.02
67447	04/11/2016	Sewer Enterprise Fund	Special Departmental Expense	FERGUSON ENTERPRISES INC. #690		148.82
					Check Total:	791.86
67448	04/11/2016	General Fund	Youth Basketball	JAMES T. GOFF		152.00
					Check Total:	152.00
67449	04/11/2016	General Fund	Youth Basketball	THOMAS E. GOFF		60.00
					Check Total:	60.00
67450	04/11/2016	Internal Service Fund	Special Departmental Expense	GREAT VALLEY SUPPLY		46.79
					Check Total:	46.79

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67451	04/11/2016	General Fund	Youth Basketball	JULIANNE HUERTA		120.00
67451	04/11/2016	General Fund	Adult Co-Ed Volleyball	JULIANNE HUERTA		120.00
					Check Total:	240.00
67452	04/11/2016	General Fund	Communications	JD SANDERS COMPANY LLC		650.00
					Check Total:	650.00
67453	04/11/2016	Internal Service Fund	Professional Services	JORGENSEN COMPANY		189.80
					Check Total:	189.80
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		19.11
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		76.85
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		147.87
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		121.66
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		210.06
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		-65.34
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		95.95
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		60.48
67454	04/11/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		27.31
					Check Total:	693.95
67455	04/11/2016	Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		3,223.25
67455	04/11/2016	Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		-980.42
67455	04/11/2016	Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		48.58
					Check Total:	2,291.41
67456	04/11/2016	General Fund	Youth Basketball	MCNAMARA SPORTS		21.81
					Check Total:	21.81
67457	04/11/2016	General Fund	Professional Services	MERCED COUNTY SHERRIFF'S DEPARTMENT		8,160.00
					Check Total:	8,160.00
67458	04/11/2016	General Fund	Printing & Advertising	MERCED SUN STAR-LEGALS		110.85
					Check Total:	110.85
67459	04/11/2016	General Fund	Uniform & Clothing Expense	MERCED UNIFORM		1,165.64
67459	04/11/2016	General Fund	Uniform & Clothing Expense	MERCED UNIFORM		112.44
					Check Total:	1,278.08
67460	04/11/2016	General Fund	Deposits	MP NEXLEVEL OF CA		524.00
67460	04/11/2016	Water Enterprise Fund	Water Service Charges	MP NEXLEVEL OF CA		-26.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	498.00
67461	04/11/2016	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		2,712.60
					Check Total:	2,712.60
67462	04/11/2016	General Fund	Professional Services	MUNISERVICES LLC		225.00
					Check Total:	225.00
67463	04/11/2016	General Fund	Office Supplies	THE OFFICE CITY		146.40
					Check Total:	146.40
67464	04/11/2016	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		8.63
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		84.72
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		6.45
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		80.22
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		89.35
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		46.16
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		20.29
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-9.22
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		168.42
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		29.68
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		10.28
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		48.84
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		44.44
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		224.79
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		157.79
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		5.64
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		76.13
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		78.29
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		9.42
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		95.39
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		42.30
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		417.16
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		101.20
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-44.00
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		68.33
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		54.49
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		21.60
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-9.82
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		112.19
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		33.07
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		3.93
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		30.52

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		217.14
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		17.43
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		315.58
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		560.04
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		19.42
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		180.72
67464	04/11/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		28.06
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		105.19
67464	04/11/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		38.87
Check Total:						3,589.13
67465	04/11/2016	General Fund	Deposits	PACIFIC GAS & ELECTRIC CO.		524.00
67465	04/11/2016	Water Enterprise Fund	Water Service Charges	PACIFIC GAS & ELECTRIC CO.		-57.00
Check Total:						467.00
67466	04/11/2016	General Fund	Professional Services	A.M. PECHE & ASSOC. LLC		156.25
67466	04/11/2016	Sewer Enterprise Fund	Professional Services	A.M. PECHE & ASSOC. LLC		331.25
Check Total:						487.50
67467	04/11/2016	General Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		5.40
67467	04/11/2016	General Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		8.64
67467	04/11/2016	General Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		14.58
Check Total:						28.62
67468	04/11/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	RED WING SHOE STORES		169.82
Check Total:						169.82
67469	04/11/2016	General Fund	Office Supplies	RETAIL ACQUISITION & DEVELOPMENT		124.46
Check Total:						124.46
67470	04/11/2016	General Fund	Youth Basketball	TRAVANTE RICHARD		90.00
Check Total:						90.00
67471	04/11/2016	General Fund	Youth Basketball	JAMES L. ROBINSON		47.00
Check Total:						47.00
67472	04/11/2016	General Fund	Adult Co-Ed Volleyball	TERRY L. RUST		147.00
Check Total:						147.00
67473	04/11/2016	General Fund	Training	SACRAMENTO REGIONAL PUBLIC		43.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	43.00
67474/	04/11/2016	Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		21,846.48
					Check Total:	21,846.48
67475/	04/11/2016	Water Enterprise Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		37.27
67475	04/11/2016	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		113.92
67475	04/11/2016	Water Enterprise Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		113.07
67475	04/11/2016	Water Enterprise Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		102.59
67475	04/11/2016	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		17.01
67475	04/11/2016	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		92.12
					Check Total:	475.98
67476/	04/11/2016	Information Technology Fund	Special Departmental Expense	TELEPACIFIC COMMUNICATIONS		5,250.55
					Check Total:	5,250.55
67477/	04/11/2016	General Fund	Professional Services	THOMAS H. TERPSTRA		8,886.21
67477	04/11/2016	Risk Management Fund	Professional Services	THOMAS H. TERPSTRA		1,786.18
67477	04/11/2016	Ferrari Ranch Project Fund	Professional Services	THOMAS H. TERPSTRA		1,100.00
67477	04/11/2016	Water Enterprise Fund	Professional Services	THOMAS H. TERPSTRA		1,091.25
					Check Total:	12,863.64
67478/	04/11/2016	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		1,347.51
67478	04/11/2016	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		5,448.44
67478	04/11/2016	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		419.79
					Check Total:	7,215.74
67479/	04/11/2016	Water Enterprise Fund	Special Departmental Expense	THE UPS STORE		8.98
					Check Total:	8.98
67480/	04/11/2016	General Fund	Special Departmental Expense	TLC POSTAL CENTER		65.54
					Check Total:	65.54
67481/	04/11/2016	General Fund	Maint. Buildings & Grounds	TRACTOR SUPPLY CREDIT PLAN		32.39
67481	04/11/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	TRACTOR SUPPLY CREDIT PLAN		21.59
67481	04/11/2016	Sewer Enterprise Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		39.92
					Check Total:	93.90
67482/	04/11/2016	General Fund	Special Departmental Expense	TROPHY CASE		19.44
67482	04/11/2016	General Fund	Elementary School Track	TROPHY CASE		194.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	213.84
67483	04/11/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	UNIFIRST CORPORATION		266.98
67483	04/11/2016	Water Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		139.50
67483	04/11/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		223.88
67483	04/11/2016	Internal Service Fund	Special Departmental Expense	UNIFIRST CORPORATION		89.30
67483	04/11/2016	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		40.55
67483	04/11/2016	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		34.30
67483	04/11/2016	Sanitation Enterprise	Uniform & Clothing Expense	UNIFIRST CORPORATION		49.55
					Check Total:	844.06
67484	04/11/2016	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,800.00
					Check Total:	1,800.00
67485	04/11/2016	General Fund	Communications	VERIZON WIRELESS		717.07
					Check Total:	717.07
67486	04/11/2016	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		905.37
67486	04/11/2016	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,066.22
					Check Total:	1,971.59
67487	04/11/2016	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		7.14
67487	04/11/2016	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		29.74
67487	04/11/2016	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		50.71
					Check Total:	87.59
67488	04/11/2016	General Fund	Youth Basketball	ROBERT WEAR		45.00
					Check Total:	45.00
67489	04/11/2016	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		39.19
					Check Total:	39.19
67490	04/11/2016	General Fund	Community Center	MARQUE WIGGINS		300.00
67490	04/11/2016	General Fund	Community Center Rental	MARQUE WIGGINS		-14.00
					Check Total:	286.00
67491	04/11/2016	Internal Service Fund	Operations & Maintenance	WINTON HARDWARE		5.36
67491	04/11/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		27.91
67491	04/11/2016	Internal Service Fund	Operations & Maintenance	WINTON HARDWARE		13.41
67491	04/11/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		12.89
67491	04/11/2016	Internal Service Fund	Small Tools	WINTON HARDWARE		5.34

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67491	04/11/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		17.19
67491	04/11/2016	General Fund	Special Departmental Expense	WINTON HARDWARE		3.61
67491	04/11/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		11.19
67491	04/11/2016	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		4.11
67491	04/11/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		10.72
67491	04/11/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		3.35
					Check Total:	115.08
67492	04/11/2016	Internal Service Fund	Operations & Maintenance	X-ERGON		164.90
					Check Total:	164.90
67493	04/11/2016	General Fund	Professional Services	YOSEMITE AUTO BODY		150.00
					Check Total:	150.00
67494	04/11/2016	General Fund	Adult Co-Ed Volleyball	RICHARD A. ZAMARRIPA		195.00
					Check Total:	195.00
					Report Total:	294,756.56



# CITY OF ATWATER

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## CITY COUNCIL

### ACTION MINUTES

**March 28, 2016**

OPEN SESSION: (Council Chambers)

*The City Council of the City of Atwater met in Open Session this date at 5:01 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Price presiding.*

PLEDGE OF ALLEGIANCE TO THE FLAG:

*The Pledge of Allegiance was led by Mayor Price.*

ROLL CALL:

**Present:** City Council Members Raymond, Vineyard, Mayor Pro Tem Bergman, Mayor Price

**Absent:** City Council Member Rivero

**Staff Present:** City Manager/Police Chief Pietro, Deputy City Attorney Ruppel, City Clerk Del Real, Recording Secretary Bengtson-Jennings

CLOSED SESSION: (Conference Room A)

*Mayor Price invited public comments on Closed Session items.*

*No one came forward to speak at this time.*

*Mayor Price announced a typographical error in the number of cases for Conference with Legal Counsel - Anticipated Litigation; number of cases is (2).*

*Mayor Price adjourned the meeting to Conference Room A for Closed Session at 5:03 PM. Closed Session was called to order at 5:08 PM.*

Conference with Legal Counsel – Anticipated Litigation – Government Code Section 54956.9(b): Number of cases: (4 2)

Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiator regarding Property Disposition. Agency Negotiator: Community Development Director McBride

Property Locations: APN 005-070-032  
APN 001-134-015

***Closed Session adjourned at 5:35 PM.***

REGULAR SESSION: (Council Chambers)

***The City Council of the City of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Price presiding.***

PLEDGE OF ALLEGIANCE TO THE FLAG:

***The Pledge of Allegiance was led by Mayor Price.***

INVOCATION:

***The Invocation was led by Police Chaplain McClellan.***

ROLL CALL:

***Present: City Council Members Raymond, Vineyard, Mayor Pro Tem Bergman, Mayor Price***  
***Absent: City Council Member Rivero***  
***Staff Present: City Manager/Police Chief Pietro, Deputy City Attorney Ruppel, CAL FIRE Battalion Chief Pimentel, Police Lieutenant Joseph, City Treasurer Heller, Finance Director Deol, City Clerk Del Real, Recording Secretary Bengtson-Jennings***

MAYOR OR DEPUTY CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

***Deputy City Attorney Ruppel reported that no action was taken and staff was given direction. The Closed Session agenda was completed.***

SUBSEQUENT NEED ITEMS: ***None.***

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

***MOTION: Mayor Pro Tem Bergman moved to approve the agenda as posted. The motion was seconded by City Council Member Raymond and the vote was: Ayes:***

***Raymond, Bergman, Vineyard, Price; Noes: None; Absent: Rivero. The motion carried.***

PRESENTATIONS:

MCAG/CivicSpark regarding funding opportunities and resources for sustainable planning activities (Rebecca True, CivicSpark AmeriCorps Fellow)

***CivicSpark AmeriCorps Fellow Rebecca True spoke regarding several funding opportunities and programs for sustainability, specifically pertaining to transportation, air quality, clean energy, and urban forest management.***

COMMENTS FROM THE PUBLIC:

***Notice to the public was read.***

***HELEN AMARANT, Atwater, questioned the status of the proposed hotel project and asked why the temporary fencing separating her property from the proposed project recently was removed.***

***City Manager Pietro stated that currently there are no plans of the project moving forward. He will contact the developer and report back to Ms. Amarant.***

***JEANIE KNIGHT, Atwater, questioned how much the City pays for workers' compensation insurance, and she questioned if Allied Waste still pays 10% of the roll off?***

***City Manager Pietro asked Finance Director Deol to obtain the answers.***

***No one else came forward to speak.***

CONSENT CALENDAR:

***MOTION: Mayor Pro Tem Bergman moved to approve the consent calendar as listed. The motion was seconded by City Council Member Vineyard and the vote was: Ayes: Bergman, Vineyard, Raymond, Price; Noes: None; Absent: Rivero. The motion carried.***

WARRANTS:

2. March 28, 2016

***ACTION: Approval of warrants as listed.***

MINUTES: (City Council)

3. Regular meeting, March 14, 2016

**ACTION: Approval of minutes as listed.**

**MINUTES:** (Commissions)

4. Community Development and Resources, February 17, 2016

**ACTION: Acceptance of minutes as listed.**

**AGREEMENTS:**

5. Approving professional services agreement with JLB Traffic Engineering, Inc. for CMAQ Traffic Synchronization Project (Community Development Director McBride)

**ACTION: Approval of professional services agreement with JLB Traffic Engineering, Inc. for CMAQ Project CML-5254(021), Traffic Signals Synchronization, new traffic signal design and engineering for Olive Avenue and Winton Way intersection, and raised median on Applegate Road; and authorizes the City Manager to execute the agreement on behalf of the City of Atwater.**

**CLAIMS AGAINST THE CITY:**

6. Claim No. 2016-6

**ACTION: After consideration and investigation, it is staff's recommendation that Claim No. 2016-6 be rejected.**

**PETITIONS:**

Discussion and possible action regarding MOU among agencies within the Merced Groundwater Sub-basins following the Sustainable Groundwater Management Act (SGMA) (Lacey Kiriakou, Merced County Water Resources Coordinator)

***Merced County Water Resources Coordinator Lacey Kiriakou spoke regarding the MOU and the purpose of creating one collaborative plan to comply with the Sustainable Groundwater Management Act.***

**MOTION: City Council Member Vineyard moved to enter into contract (MOU) with the other agencies within the Merced Groundwater Sub-basins. The motion was seconded by Mayor Price and the vote was: Ayes: Vineyard, Price; Noes: Raymond, Bergman; Absent: Rivero. The motion was rejected.**

**MOTION: Mayor Pro Tem Bergman moved to direct staff to gather additional information and to bring this item back for discussion and possible action at the next regular City Council meeting of April 11, 2016. The motion was seconded by City Council Member Raymond and the vote was: Ayes: Raymond, Bergman, Price; Noes: Vineyard; Absent: Rivero. The motion carried.**

FUNDING AND BUDGET MATTERS:

Treasurer's Report for the months of December 2015, January 2016, and February 2016 (City Treasurer Heller)

***MOTION:*** Mayor Price moved to approve the Treasurer's Report for the months of December 2015, January 2016, and February 2016. The motion was seconded by City Council Member Raymond and the vote was: Ayes: Vineyard, Raymond, Bergman, Price; Noes: None; Absent: Rivero. The motion carried.

CITY ATTORNEY REPORTS/UPDATES:

Reviewing Resolution No. 2868-15 regarding indoor cultivation of medical marijuana for personal use

***Deputy City Attorney Ruppel reported that this item currently is under legal review and will be placed on the regular City Council meeting agenda of April 25, 2016 for further discussion and possible action.***

***SUSAN BOUSCAREN, Merced, asked several questions regarding the current City policy concerning medical marijuana.***

***GARRETT MAYER, Atwater, praised the City Council for reconsidering the ban on indoor cultivation of medical marijuana for personal use.***

Discussion and possible action regarding Water Ordinance

***DENISE HOOVERMAN, Atwater, suggested citizens consider mulch for their yards, which will help conserve water.***

***MOTION:*** Mayor Price moved to table this item to the regular City Council meeting agenda of April 25, 2016 to allow time for City Council input concerning changes/revisions to the water ordinance. The motion was seconded by Mayor Pro Tem Bergman and the vote was: Ayes: Raymond, Vineyard, Bergman, Price; Noes: None; Absent: Rivero. The motion carried.

***Merced County District 3 Supervisor McDaniel announced that the Merced County Landfill periodically has mulch available to citizens.***

CITY COUNCIL MATTERS:

City Council comments and requests for future agenda items

***City Council Member Vineyard had nothing to report.***

*City Council Member Raymond questioned why multiple businesses have not been offered City Council approved incentives to open or expand their businesses. He thanked everyone who helped during a recent family emergency.*

*Mayor Pro Tem Bergman had nothing to report.*

*Lieutenant Joseph provided an update regarding the recent homeless evictions and homeless camp clean-ups pursuant to the City's "Camping, Sleeping, and Storage of Personal Property" ordinance.*

*Mayor Price reported on the Merced County ½ cent sales tax transportation expenditure plan, and he asked that this item be placed on the regular City Council meeting agenda of April 25, 2016 for discussion and possible action. He encouraged community members to visit the Atwater 4<sup>th</sup> of July website and to make a donation toward this year's event. He provided an update regarding the Welcome Home Heroes event and Job Fair scheduled for May 14, 2016.*

CLOSED SESSION:

*Continuation of Closed Session was not necessary.*

ADJOURNMENT:

*The meeting adjourned at 6:58 PM.*

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JEANNA DEL REAL, CMC  
CITY CLERK

By: Kim Bengtson-Jennings,  
Recording Secretary

March 24, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of April 11, 2016

**AWARDING PROFESSIONAL SERVICES CONTRACT FOR URBAN  
FOREST MASTER PLAN AND CANOPY COVERAGE ANALYSIS**

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Awarding a contract, in a form approved by the City Attorney, for Professional Services for Urban Forest Master Plan and Canopy Coverage Analysis, City Project No. 16-12, to Davey Resource Group of Atascadero, California in the amount not to exceed \$93,912 ; and
2. Authorizing and directing the City Manager to execute the Professional Services Agreement on behalf of the City.

**BACKGROUND:**

At their regular City Council meeting of February 8, 2016, the City Council authorized staff to solicit proposals for Professional Services for Urban Forest Master Plan and Canopy Coverage Analysis for 2014/15 CAL FIRE Urban Forestry Greenhouse Gas Reduction Fund Grant Program (GGRF), City Project No. 16-14.

Proposals notices went out on February 2, 2016 and were received on March 8, 2016 by 5:00 PM.

**ANALYSIS:**

Two (2) proposals were received. After review and careful consideration of the selection criteria, a sub-committee made up of two (2) staff members unanimously made a recommendation based on budget, experience and approach, to select the proposal submitted by Davey Resource Group of Atascadero, California in the amount of \$93,912 (EXHIBIT "A"). The Professional Services Agreement for the Urban Forest Master Plan and Canopy Coverage Analysis, which will also include a revision of the City's current Tree Ordinance (City Project Number 16-4) is attached (EXHIBIT "B").

**FISCAL IMPACT:**

Sufficient funding for this project is contained in the Capital Improvement Plan for FY 2015/16; General Fund Capital, GGRF Grant CAL FIRE Greenhouse Project, Account No. 0003.1080.M006. The City's local match will consist of In-Kind and Volunteer Assistance.

**CONCLUSION:**

This staff report is submitted for City Council consideration and possible action.

Respectfully submitted,

*/s/ Patrick E. Faretta*

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Patrick E. Faretta  
Interim Public Works Director

PF/lw

CITY OF ATWATER  
PUBLIC WORKS DEPARTMENT  
PARKS DIVISION

PROPOSAL SUMMARY

URBAN FOREST MASTER PLAN &  
CANOPY COVERAGE ANALYSIS

Project No. 16-4

RFP Opening: March 8, 2016 5:00 PM

<b>No.</b>	<b>Contractor</b>	<b>Bid Total</b>
1	Davey Resource Group 6005 Capistrano Ave., Unit A Atascadero, CA 93422	\$93,912
2	Dudek 853 Lincoln Way, Suite 208 Auburn, CA 95603	\$146,410

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ATWATER AND  
DAVEY RESOURCE GROUP**

This Professional Services Agreement ("Agreement") for professional services is made by and between the City of Atwater ("City") and Davey Resource Group ("Consultant") as of April 11, 2016 (the "Effective Date"). City and Consultant shall be referred to herein separately as a "Party" and collectively as "Parties".

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City Professional Services for 2014/15 Urban Forest Master Plan & Canopy Coverage Analysis as described in the Scope of Services attached hereto and incorporated herein as Exhibit "A", at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until cancelled by either Party or amended by the Parties, Consultant shall complete the work described in Exhibit "A", unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Ninety Three Thousand Nine Hundred Twelve and 00/100 Dollars (\$93,912.00) on a time-and-materials basis and in accordance with the hourly rates and charges more particularly described in the Fee Schedule attached hereto and incorporated herein as Exhibit "B", notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's Fee Schedule, attached as Exhibit "B", regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds the amount allowed under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit "A" and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the Fee Schedule attached hereto as Exhibit "B".
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit "B", and shall not exceed the amounts described in Exhibit "B". Expenses not listed in Exhibit "B" are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, and employees, are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the City per standard ISO ACORD form wording.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least two years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of two years after completion of work under this Agreement.

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance evidencing required policies delivered to Consultant by the insurer, including complete copies of all

endorsements attached to those certificates. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

**4.4.4 Wasting Policies.** Except for Professional Liability insurance policy, no policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Waiver of Subrogation.** With respect to Commercial General and Auto Liability insurance coverage only, Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, and authorized agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent caused by Consultant's negligence or willful misconduct in its performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify, to the extent caused by Consultant's negligence or willful misconduct, shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnities.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and

all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit "A" not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit "A" that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Merced or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal

prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

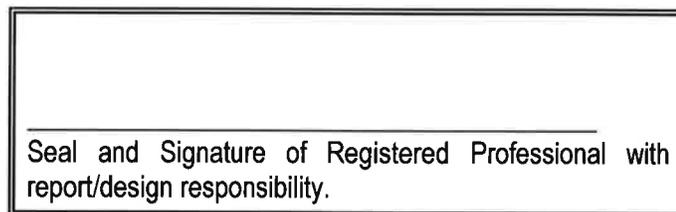
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by **Community Development Director McBride** ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:

**Davey Resource Group  
Anne Fenkner  
6005 Capistrano Avenue, Unit A  
Atascadero, CA 93422**

Any written notice to City shall be sent to:

**City of Atwater  
Patrick Faretta, Interim Public Works Director  
750 Bellevue Road  
Atwater, CA 95301**

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the Scope of Services attached hereto and incorporated herein as Exhibit "A" and the Fee Schedule attached hereto and incorporated herein as Exhibit "B", represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF ATWATER

CONSULTANT

\_\_\_\_\_  
**Frank Pietro, City Manager**

\_\_\_\_\_  
**Anne Fenker**  
**Davey Resource Group**

Attest:

\_\_\_\_\_  
**Jeanna Del Real, City Clerk**

Approved as to Form:

\_\_\_\_\_  
**Thomas Terpstra, City Attorney**



## EXHIBIT A

### SCOPE OF SERVICES

An UFMP serves as a long-term guiding document for city departments and the community. It examines what a city has, what it wants, what it needs, and how to achieve the goals. The City of Atwater's UFMP will primarily focus on public trees (city trees, open space areas and parks) and will also make recommendations regarding increasing and maintaining optimum canopy coverage for trees on public and private property. The plan will focus on urban forest management goals and objectives for the next 25 years, and will identify Atwater's long term urban forestry goals in attainable 3-5 year milestone increments.

The UFMP will include sections on work programs, policies ordinance, sustainable urban forest management, design, planting, staffing, stewardship, carbon offset, stormwater management, open space and natural resource management public tree inventory and community participation and education. It will serve as a model of urban forest sustainability and is intended to be used by all departments involved in the urban forest. In addition, the UFMP involves the participation of public stakeholders and provides a document that allows them a definitive way to acknowledge the city strategies for Atwater's urban forest and find ways to participate in the health and sustainability of the city's trees.

To complete this project DRG will meet with all involved City departments that affect or may be affected by trees, including those that relate to tree maintenance, management and design. We will review the City's ordinances, policies, programs, and best management and design practices that relate to trees within Atwater. From these assessments the DRG will make recommendations and develop a streamline process and a binding procedure manual that can be used by all City departments. Public outreach meeting to key stakeholders will be designed, coordinated and facilitated by DRG. All stakeholder meetings will include, but be limited to citizen, business owners, non-profit organizations and other government agencies. And educational institutions regarding future urban forest management. Best management practices and concerns. The DRG anticipates eight (8) to ten (10) meetings with City staff and three (3) to four (4) public meetings. The DRG recognizes the amount of meetings may increase or decrease at the City's discretion.

DRG will conduct a canopy coverage analysis based on data from the 2011 i-Tree streets analysis and 2012 citywide tree inventory. Both studies were conducted by DRG. The analysis will include public and public trees, including open space and natural resource areas. The analysis will assess and compare Atwater's current canopy coverage and show the change in canopy coverage over the last 25 years. This information will be used to set achievable goals for Atwater to meet an acceptable level of canopy coverage within the region. Additionally a sustainable planting plan with methods and processes will be developed within the UFMP to meet Atwater's canopy goals for the next 25 years.

As part of the UFMP DRG will create a Master Tree List and sub list for parks, street side landscapes, trees in natural areas, median spaces and for private homeowners and businesses. We will recommend which new tree species and cultivars can be introduced into Atwater's urban forest to increase diversity. In doing so we will identify which species are suitable to the regional growing zone and have the potential to thrive. In addition we will also identify which tree species present problems and should be removed from Atwater's recommended tree list.

**Additionally we provide hardcopy options for final deliverables; and will identify key information about Atwater's urban forest, including policies, tree ordinance, canopy cover goals, trees list, etc. and present the information, including links in a format for easy and stable upload to the City's website.**



**EXHIBIT B**  
**FEE SCHEDULE**

**URBAN FOREST MASTER PLAN:**

Cost: \$72,240.00

**CITY ORDINANCE'S UPDATE:**

Cost: \$5,700.00

**CANOPY COVERAGE ANALYSIS:**

Cost: \$15,972.00

**COMPLETE PROJECT TOTAL: \$93,912.00**

Davey Resource Group, A Division of  
The Davey Tree Expert Company

**FIRM** \_\_\_\_\_

3/7/16  
**DATE**

  
**SIGNED BY** \_\_\_\_\_ **Jack McCabe**

**Vice President of DRG Utility  
Operations**  
**TITLE** \_\_\_\_\_

# Fee Schedule

We have developed pricing for this project based on our interpretation of the RFP, our past experience in developing plans, and examining what we believe will be needed to satisfactorily complete the City's UFMP. Each task within each phase is priced separately. For example, for research and stakeholder interviews, we commit a number of hours to determine what we believe will give enough information to inform the plan. Adjustments can be made to the budget based on number of interviews, and hours of research committed to the project. We would be happy to discuss our pricing to ensure it fits your budget parameters to develop a plan that fits the needs of the city.

## Primary Services in Response to RFP

Task	Hours	Total
<b>Project Kickoff</b>		
Kick Off Meeting, includes preparation, follow up, and travel.	20	\$2,874.00
<b>Stakeholder Interviews and Program/Ordinance review</b>		
Document Review	80	\$7,600.00
Stake Holder Interviews	56	\$10,715.00
Master Tree List	64	\$6,560.00
Ordinance Review/Revision	60	\$5,700.00
<b>Public Meetings</b>		
Public Meetings (4)	48	\$8,251.00
Analysis of Meeting Results/Feedback	8	\$760.00
<b>Urban Tree Canopy Assessment/Analysis</b>		
Land cover mapping/editing (5-class)		\$3,824.00
Land cover metrics		\$1,176.00
Ecosystem Services (Benefits)		\$882.00
Historical change analysis (includes 2 years/point-sampling)		\$1,176.00
Priority Planting Analysis		\$2,354.00
UTC Summary Report	52	\$6,560.00
<b>Master Plan-Drafts/Formatting/Imagery/Printing</b>		
Draft 1 Compilation and Review	160	\$16,000.00
Draft 2 Compilation and Review	72	\$7,480.00
Final Draft	68	\$10,480.00
<b>Website Support</b>		
Develop Materials/Outreach for Website Support	16	\$1,520.00

<b>Total Estimated Investment</b>	<b>\$93,912.00</b>
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## Optional Recommended Services

### GIS Services

<b>UTRACE (Strongly Recommended)</b>	<b>\$765.00</b>
<b>Additional year historical canopy analysis (point-sample) (Strongly Recommended)</b>	<b>\$294.00</b>
Mapbook of Priority Planting Analysis	\$765.00
i-Tree Hydro Stormwater Pollution Assessment	\$1,764.00
Forest Fragmentation Analysis	\$882.00
Forest Mortality Assessment	\$3,530.00
ESRI-based Story Map	\$4,706.00
TreeKeeper Management System (Pricing by design)	\$5,650-\$30,000
<b>GIS and Software Options Total</b>	<b>\$18,356-\$42,706</b>

### TreeKeeper Pricing (priced separately from above services)

#### **TreeKeeper<sup>®</sup> 7.7 Subscription Platform**

Davey Resource Group hosts the data on its web server. Clients retain full ownership of all data and can access the data from anywhere in the world where Internet connection is available. Davey Resource Group backs up and maintains the data and web server. When released, program upgrades are provided to the client free of charge. Concurrent access is possible. There is a recurring annual cost for this deployment. Works with the TreeKeeper<sup>®</sup> 7 Suite components. TreeKeeper<sup>®</sup> 7 Suite components are not included in the base price of the subscription platform—please see this proposal for additional fees.

- One-year subscription.....\$2,100.00
- Three-year subscription.....\$5,250.00
- Five-year subscription.....\$8,400.00

#### **TreeKeeper<sup>®</sup> Mobile**

TreeKeeper<sup>®</sup> 7 Mobile system allowing users to access their TreeKeeper<sup>®</sup> 7 dataset through a mobile device. It is a native Android application, as well as an alternative mobile browser access point using

Safari® on an iOS device, or Google Chrome™ on a Windows® 8.1 device. There are an annual licensing fees for this service based on user number and access.

Number of Users	"Edit" License Annual Cost
1	\$400
2	\$375 / each
3 to 5	\$350 / each
6 to 10	\$300 / each
11 to 19	\$275 / each
<b>"Read Only" Access</b>	
Enable Guest Access	\$1,000

**my TreeKeeper®**

Includes my TreeKeeper® website setup with existing database migration, Google API licensing fee and Davey Resource Group website hosting; skinning is optional and for fee. Annual subscription fee is required for website hosting; fee is based on market rates and may increase upon renewal. Please contact us for the renewal subscription rates.

Website setup and existing database migration	\$700
Optional "skin" mimicking the city's current website style	\$750
<b>Annual Cost</b>	<b>\$1,365</b>

**TreeKeeper® 7.7 Software Training and Support**

One comprehensive, on-site training session will be performed on the same date as installation and setup of software. Davey Resource Group will also provide one year of unlimited phone support

\$2,800.00

**Data Conversion Costs**

Davey Field Inventory

\$0

**Client maintained (non-Tree Management Software Program):**

Tree Inventory (i.e. Excel, Access, Geodatabase, etc.)

\$500

Client maintained work history (i.e. Excel, Access, Geodatabase, etc.)

\$750

**Tree Management Software Program**

Tree Inventory Data

\$300

Work History Data

\$500

Call History Data

\$500

**Geocoding** If required, fees to be determined based on scope

\$TBD

## Staff Fee Schedule

The Urban Tree Canopy Assessment is priced separately for your consideration:

<b>Staff Fee Schedule</b>		
<b>Employee Name</b>	<b>Title/Role</b>	<b>Rate</b>
<b>Emily Spillett</b>	<b>Operations &amp; Production Manager</b>	<b>\$125.00/Hour</b>
<b>Anne Fenkner</b>	<b>Project Developer</b>	<b>\$125.00/Hour</b>
<b>Tina McKeand</b>	<b>Project Manager/Urban and Community Forestry Specialist</b>	<b>\$115.00/Hour</b>
<b>Ruth Williams</b>	<b>Urban and Community Forestry Specialist</b>	<b>\$95.00/Hour</b>
<b>GIS/IT Personnel</b>	<b>Canopy Mapping</b>	<b>\$75.00/Hour</b>



## EXHIBIT A

### SCOPE OF SERVICES

An UFMP serves as a long-term guiding document for city departments and the community. It examines what a city has, what it wants, what it needs, and how to achieve the goals. The City of Atwater's UFMP will primarily focus on public trees (city trees, open space areas and parks) and will also make recommendations regarding increasing and maintaining optimum canopy coverage for trees on public and private property. The plan will focus on urban forest management goals and objectives for the next 25 years, and will identify Atwater's long term urban forestry goals in attainable 3-5 year milestone increments.

The UFMP will include sections on work programs, policies ordinance, sustainable urban forest management, design, planting, staffing, stewardship, carbon offset, stormwater management, open space and natural resource management public tree inventory and community participation and education. It will serve as a model of urban forest sustainability and is intended to be used by all departments involved in the urban forest. In addition, the UFMP involves the participation of public stakeholders and provides a document that allows them a definitive way to acknowledge the city strategies for Atwater's urban forest and find ways to participate in the health and sustainability of the city's trees.

To complete this project DRG will meet with all involved City departments that affect or may be affected by trees, including those that relate to tree maintenance, management and design. We will review the City's ordinances, policies, programs, and best management and design practices that relate to trees within Atwater. From these assessments the DRG will make recommendations and develop a streamline process and a binding procedure manual that can be used by all City departments. Public outreach meeting to key stakeholders will be designed, coordinated and facilitated by DRG. All stakeholder meetings will include, but be limited to citizen, business owners, non-profit organizations and other government agencies. And educational institutions regarding future urban forest management. Best management practices and concerns. The DRG anticipates eight (8) to ten (10) meetings with City staff and three (3) to four (4) public meetings. The DRG recognizes the amount of meetings may increase or decrease at the City's discretion.

DRG will conduct a canopy coverage analysis based on data from the 2011 i-Tree streets analysis and 2012 citywide tree inventory. Both studies were conducted by DRG. The analysis will include public and public trees, including open space and natural resource areas. The analysis will assess and compare Atwater's current canopy coverage and show the change in canopy coverage over the last 25 years. This information will be used to set achievable goals for Atwater to meet an acceptable level of canopy coverage within the region. Additionally a sustainable planting plan with methods and processes will be developed within the UFMP to meet Atwater's canopy goals for the next 25 years.

As part of the UFMP DRG will create a Master Tree List and sub list for parks, street side landscapes, trees in natural areas, median spaces and for private homeowners and businesses. We will recommend which new tree species and cultivars can be introduced into Atwater's urban forest to increase diversity. In doing so we will identify which species are suitable to the regional growing zone and have the potential to thrive. In addition we will also identify which tree species present problems and should be removed from Atwater's recommended tree list.

**Additionally we provide hardcopy options for final deliverables; and will identify key information about Atwater's urban forest, including policies, tree ordinance, canopy cover goals, trees list, etc. and present the information, including links in a format for easy and stable upload to the City's website.**



**EXHIBIT B**

**FEE SCHEDULE**

**URBAN FOREST MASTER PLAN:**

Cost: \$72,240.00

**CITY ORDINANCE'S UPDATE:**

Cost: \$5,700.00

**CANOPY COVERAGE ANALYSIS:**

Cost: \$15,972.00

**COMPLETE PROJECT TOTAL:** \$93,912.00

Davey Resource Group, A Division of  
The Davey Tree Expert Company

**FIRM**

3/7/16  
**DATE**

  
**SIGNED BY** Jack McCabe

Vice President of DRG Utility  
Operations  
**TITLE**

# Fee Schedule

We have developed pricing for this project based on our interpretation of the RFP, our past experience in developing plans, and examining what we believe will be needed to satisfactorily complete the City's UFMP. Each task within each phase is priced separately. For example, for research and stakeholder interviews, we commit a number of hours to determine what we believe will give enough information to inform the plan. Adjustments can be made to the budget based on number of interviews, and hours of research committed to the project. We would be happy to discuss our pricing to ensure it fits your budget parameters to develop a plan that fits the needs of the city.

## Primary Services in Response to RFP

Task	Hours	Total
<b>Project Kickoff</b>		
Kick Off Meeting, includes preparation, follow up, and travel.	20	\$2,874.00
<b>Stakeholder Interviews and Program/Ordinance review</b>		
Document Review	80	\$7,600.00
Stake Holder Interviews	56	\$10,715.00
Master Tree List	64	\$6,560.00
Ordinance Review/Revision	60	\$5,700.00
<b>Public Meetings</b>		
Public Meetings (4)	48	\$8,251.00
Analysis of Meeting Results/Feedback	8	\$760.00
<b>Urban Tree Canopy Assessment/Analysis</b>		
Land cover mapping/editing (5-class)		\$3,824.00
Land cover metrics		\$1,176.00
Ecosystem Services (Benefits)		\$882.00
Historical change analysis (includes 2 years/point-sampling)		\$1,176.00
Priority Planting Analysis		\$2,354.00
UTC Summary Report	52	\$6,560.00
<b>Master Plan-Drafts/Formatting/Imagery/Printing</b>		
Draft 1 Compilation and Review	160	\$16,000.00
Draft 2 Compilation and Review	72	\$7,480.00
Final Draft	68	\$10,480.00
<b>Website Support</b>		
Develop Materials/Outreach for Website Support	16	\$1,520.00

<b>Total Estimated Investment</b>	<b>\$93,912.00</b>
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## Optional Recommended Services

### GIS Services

<b>UTRACE (Strongly Recommended)</b>	<b>\$765.00</b>
<b>Additional year historical canopy analysis (point-sample) (Strongly Recommended)</b>	<b>\$294.00</b>
Mapbook of Priority Planting Analysis	\$765.00
i-Tree Hydro Stormwater Pollution Assessment	\$1,764.00
Forest Fragmentation Analysis	\$882.00
Forest Mortality Assessment	\$3,530.00
ESRI-based Story Map	\$4,706.00
TreeKeeper Management System (Pricing by design)	\$5,650-\$30,000
<b>GIS and Software Options Total</b>	<b>\$18,356-\$42,706</b>

TreeKeeper Pricing (priced separately from above services)

#### **TreeKeeper® 7.7 Subscription Platform**

Davey Resource Group hosts the data on its web server. Clients retain full ownership of all data and can access the data from anywhere in the world where Internet connection is available. Davey Resource Group backs up and maintains the data and web server. When released, program upgrades are provided to the client free of charge. Concurrent access is possible. There is a recurring annual cost for this deployment. Works with the TreeKeeper® 7 Suite components. TreeKeeper® 7 Suite components are not included in the base price of the subscription platform—please see this proposal for additional fees.

- One-year subscription.....\$2,100.00
- Three-year subscription.....\$5,250.00
- Five-year subscription.....\$8,400.00

#### **TreeKeeper® Mobile**

TreeKeeper® 7 Mobile system allowing users to access their TreeKeeper® 7 dataset through a mobile device. It is a native Android application, as well as an alternative mobile browser access point using

Safari® on an iOS device, or Google Chrome™ on a Windows® 8.1 device. There are an annual licensing fees for this service based on user number and access.

Number of Users	"Edit" License Annual Cost
1	\$400
2	\$375 / each
3 to 5	\$350 / each
6 to 10	\$300 / each
11 to 19	\$275 / each
<b>"Read Only" Access</b>	
Enable Guest Access	\$1,000

**my TreeKeeper®**

Includes my TreeKeeper® website setup with existing database migration, Google API licensing fee and Davey Resource Group website hosting; skinning is optional and for fee. Annual subscription fee is required for website hosting; fee is based on market rates and may increase upon renewal. Please contact us for the renewal subscription rates.

Website setup and existing database migration	\$700
Optional "skin" mimicking the city's current website style	\$750
Annual Cost	\$1,365

**TreeKeeper® 7.7 Software Training and Support**

One comprehensive, on-site training session will be performed on the same date as installation and setup of software. Davey Resource Group will also provide one year of unlimited phone support

\$2,800.00

**Data Conversion Costs**

Davey Field Inventory

\$0

**Client maintained (non-Tree Management Software Program):**

Tree Inventory (i.e. Excel, Access, Geodatabase, etc.)

\$500

Client maintained work history (i.e. Excel, Access, Geodatabase, etc.)

\$750

**Tree Management Software Program**

Tree Inventory Data

\$300

Work History Data

\$500

Call History Data

\$500

**Geocoding** If required, fees to be determined based on scope

\$TBD

## Staff Fee Schedule

The Urban Tree Canopy Assessment is priced separately for your consideration:

<b>Staff Fee Schedule</b>		
<b>Employee Name</b>	<b>Title/Role</b>	<b>Rate</b>
Emily Spillett	Operations & Production Manager	\$125.00/Hour
Anne Fenkner	Project Developer	\$125.00/Hour
Tina McKeand	Project Manager/Urban and Community Forestry Specialist	\$115.00/Hour
Ruth Williams	Urban and Community Forestry Specialist	\$95.00/Hour
GIS/IT Personnel	Canopy Mapping	\$75.00/Hour

April 4, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of April 11, 2016

## **MONTHLY REVIEW OF LOCAL DROUGHT EMERGENCY**

### **RECOMMENDATION:**

It is recommended that the City Council consider:

- Reaffirming the facts and findings in Resolution No. 2823-15 declaring the existence of a local drought emergency.

### **BACKGROUND AND ANALYSIS:**

In January 2014, the Governor declared a state of emergency in the State of California due to current drought conditions. As a result of the Governor's declaration, on May 26, 2015, the City Council adopted Resolution No. 2823-15 declaring the existence of a local drought emergency and Urgency Ordinance No. CS 966 amending the City's current water conservation program in an effort to curtail effects of the current and future statewide drought conditions within the City of Atwater.

Government Code section 8630(c) requires the City review the need for continuing the local drought emergency at least once every 30 days until the City Council terminates the local drought emergency. Staff has reviewed the City's need for continued conservation in line with the urgency ordinance and believes there is a continued need for the local drought emergency procedures contained therein.

Therefore, Staff recommends that the City Council reaffirm the facts and findings in Resolution No. 2823-15 declaring the existence of a local drought emergency.

### **FISCAL IMPACT:**

Short-term water saving actions will have minimal staff and monetary impacts. Longer-term actions may require additional resources, which would be presented to the City Council for consideration after Staff has had an opportunity to further explore their feasibility.

### **CONCLUSION:**

This staff report is submitted for City Council consideration and possible action.

Respectfully submitted,

*/s/ Thomas H. Terpstra*

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Thomas H. Terpstra  
City Attorney



## CITY COUNCIL OF THE CITY OF ATWATER

### RESOLUTION NO. 2823-15

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER DECLARING EXISTENCE OF A LOCAL DROUGHT EMERGENCY

**WHEREAS**, California Government Code § 8630 empowers the City Council to declare the existence of a local drought emergency when the City of Atwater is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

**WHEREAS**, California Government Code § 8558(c) states that a “local emergency” means the duly declared existence of conditions of extreme peril to the safety of persons and property within the territorial limits of the City caused by the drought; and

**WHEREAS**, pursuant to Atwater Municipal Code § 2.44.060, the Director of Emergency Services has requested the City Council to declare the existence of a local emergency; and

**WHEREAS**, on January 17, 2014, the Governor of the State of California declared a state of emergency in the State of California due to current drought conditions in the state; and

**WHEREAS**, the Governor’s proclamation acknowledged that the State of California is experiencing record dry conditions that have persisted since 2012; and

**WHEREAS**, the Governor’s proclamation also noted that the snowpack in California’s mountains is alarmingly below the normal average level for this date; and

**WHEREAS**, the Governor’s proclamation called upon all Californians to reduce their water usage by 25 percent; and

**WHEREAS**, the Governor’s proclamation called upon local water suppliers and municipalities to implement water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season; and

**WHEREAS**, persistent drought conditions have negatively impacted and continue to threaten the City’s economy; and

**WHEREAS**, conditions of drought exacerbate already perilous fire conditions threatening communities in the City of Atwater; and

**WHEREAS**, on January 15, 2014, the Secretary of the United States Department of Agriculture designated 27 California counties, [*including Alameda, Alpine, Amador, Calaveras, Contra Costa, El Dorado, Fresno, Inyo, Kings, Kern, Los Angeles, Madera, Mariposa, Merced, Mono, Monterey, Sacramento, San Benito, San Bernardino, San Joaquin, San Luis Obispo, Santa Clara, Santa Barbara, Stanislaus, Tulare, Tuolumne, and Ventura*] as natural disaster areas due to drought which makes farm operators in the designated counties eligible to be considered for certain assistance including emergency loans from the U.S. Farm Service Agency for production losses; and

**WHEREAS**, on January 17, 2014, the California State Resources Control Board notified all water rights holders in California that, in the coming months, if dry weather conditions persist, the State Water Board will notify water right holders in critically dry watersheds of the requirement to limit or stop diversions of water under their water right, based upon the priority of their right; and

**WHEREAS**, these conditions are likely to be beyond the services, equipment, personnel and fiscal resources of the City of Atwater.

**NOW, THEREFORE, BE IT RESOLVED AND DECLARED** by the City Council of the City of Atwater that for the reasons set forth herein, a local drought emergency now exists throughout the City of Atwater; and

**BE IT FURTHER RESOLVED** that federal and state agencies are requested to provide financial and other assistance to residents, water suppliers, water rights holders, and business owners in the City of Atwater to help them mitigate the persistent drought conditions; and

**BE IT FURTHER RESOLVED** that the City of Atwater's water users shall be encouraged and directed to heed the Governor's request to reduce water usage by 25 percent; and

**BE IT FURTHER RESOLVED** that water suppliers in the City of Atwater shall be encouraged and directed to heed the Governor's request to implement water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season; and

**BE IT FURTHER RESOLVED** that all city water associates, power companies, other involved agencies, utilities, and individuals shall be encouraged and directed to do whatever they can to equitably allocate the available water to mitigate to the extent possible the hardships resulting from the lack of water during this extended drought period of recovery; and

**BE IT FURTHER RESOLVED, DECLARED AND ORDERED** that during the existence of this local drought emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions existing and passed in conjunction with this emergency, and that this emergency shall be deemed to continue to exist until the City Council of the City of Atwater, County of Merced, State of California, declares its termination. Further, it is directed that this emergency declaration be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California; and

**BE IT FURTHER RESOLVED, DECLARED AND ORDERED** that the City Council of the City of Atwater hereby authorizes the undertaking of all extraordinary police and planning powers in response to this local drought emergency including but not limited to the ability to modify,

amend, or issue planning codes, building or safety codes, environmental health codes, and such other codes, orders, and regulations as determined necessary for the duration of the emergency; and

**BE IT FURTHER RESOLVED, DECLARED AND ORDERED** that public employees, officers, and governing bodies within the City are hereby granted full immunity to the extent allowed by law for actions undertaken in compliance with this declaration; and

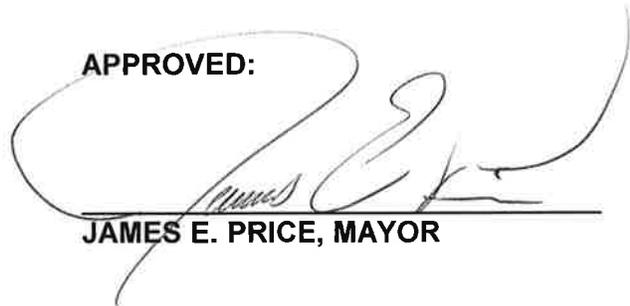
**BE IT FURTHER RESOLVED, DECLARED AND ORDERED** that during the existence of this local drought emergency, the City of Atwater Director of Emergency Services may request the City Council to amend this declaration of a local drought emergency and, if this Council is not in session to amend this declaration as necessary and, if this declaration is amended by the Director of Emergency Services, the Council shall take action to ratify the amendment within 14 days thereafter or the amendment shall have no further force or effect; and

**BE IT FURTHER RESOLVED, DECLARED AND ORDERED** that pursuant to Government Code section 8630(c) this City Council will review the need for continuing the local drought emergency at least once every 30 days until this Council terminates the local drought emergency.

The foregoing resolution is hereby adopted this 26<sup>th</sup> day of May, 2015.

**AYES:** Bergman, Raymond, Vineyard, Price  
**NOES:** Rivero  
**ABSENT:** None

**APPROVED:**



A large, stylized handwritten signature in black ink, appearing to read 'James E. Price', is written over a horizontal line.

**JAMES E. PRICE, MAYOR**

**ATTEST:**



A handwritten signature in black ink, appearing to read 'Jeanna Del Real', is written over a horizontal line.

**JEANNA DEL REAL, CMC**  
**CITY CLERK**

April 5, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of April 11, 2016

**RATIFYING URGENCY PURCHASE AND INSTALLATION OF TWO (2)  
REDUNDANT SERVERS TO PROVIDE TELEPHONE SERVICE TO  
CITY HALL, CORPORATION YARD, COMMUNITY CENTER, YOUTH  
CENTER AND FIRE STATIONS**

**RECOMMENDATION:**

It is recommended that the City Council consider:

- Ratifying urgency purchase award to Quick PC Support, Inc., Modesto, California for the purchase and installation of two (2) redundant servers to provide telephone and voicemail service for City Hall, Corporation Yard, Community Center, Youth Center and Fire Stations in the amount not to exceed \$39,070.48.

**BACKGROUND:**

The City of Atwater's current telephone server system is outdated, problematic and un-repairable. One of the two servers failed in 2008 and the remaining server started to fail this year. The failing server has caused ongoing issues with the telephone system resulting in a complete shutdown of all telephones in all departments except emergency services. In early February 2016, the City's contracted network maintenance provider, Quick PC Support (QPCS), was able to temporarily repair the server and provided a 90 day software license. The server will shut down completely in 30 days leaving the City without telephone service. The estimated timeframe for the equipment to arrive and for the time needed for installation makes this an urgent immediate need purchase.

**ANALYSIS:**

Pursuant to the City's Purchasing Manual, "Urgency Purchases" may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

1. To preserve or protect life, health or property;
2. Upon natural disaster; or
3. To forestall a shutdown of essential public services.

The urgency purchase and installation of the two (2) redundant servers meet the standards for No. 3 above. The Purchasing Manual also requires that the urgency purchase be reported to the City Council at its next scheduled meeting for ratification (**EXHIBIT "A"**).

QPCS provided a quote to provide all necessary components to supply a reliable telephone system utilizing the current Cisco telephones. The projected cost to purchase a new telephone system is far more than the cost to replace the out of life cycle servers. The quote includes two new redundant servers (redundant servers are capable of running independently to provide service if one server fails), software for voicemail and call management, hardware, installation by QPCS and Cisco Engineering, and three (3) years of onsite service (**EXHIBIT “B”**).

**FISCAL IMPACT:**

Sufficient funding is available in the Fiscal Year 2016/17 Budget Technology Fund, Account No. 7030.1050.3030. The City’s Finance Director has reviewed and approved this report as it relates to the fiscal impact to the City.

**CONCLUSION:**

This staff report is submitted for City Council consideration and possible action.

Respectfully submitted,



---

Frank Pietro  
City Manager

Urgency Purchases

Urgency purchases may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

1. To preserve or protect life, health or property;
2. Upon natural disaster; or
3. To forestall a shutdown of essential public services.

Since urgency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds committed, sound judgment shall be used in keeping such orders to an absolute minimum. In addition, the following requirements shall apply:

1. The Purchasing Division shall be contacted as soon as possible for an advance purchase order number, which may be given verbally, to cover the urgent transaction. If unable to contact the Purchasing Division, place the order and contact the Purchasing Division the next workday.
2. A completed purchase requisition shall be submitted to the Purchasing Division within two working days, or as soon as the information is available. All purchase requisitions for urgent purchases shall be signed by the appropriate department head.
3. Documentation explaining the circumstances and nature of the urgency purchase shall be submitted by the appropriate department head as follows:
  - a) Purchases less than \$5,000: Use standard purchasing procedures.
  - b) Purchases in the amount of \$5,001-\$25,000: Report to the City Manager by processing requisition within one week.
  - c) Purchases of \$25,001 or more: 1) Report to City Manager within two working days, and 2) Report to the City Council at its next scheduled meeting for ratification.
4. If the urgency purchase causes any budget line item to exceed the approved budget, it shall be the responsibility of the department requesting the purchase to obtain subsequent City Council approval for an additional appropriation or to make a transfer to cover the purchase.

**City of Atwater  
Atwater Police Department**

750 Bellevue Rd  
Atwater, Ca 95301  
Phone (209) 357-6396 Fax (209) 358-5256

**PURCHASE ORDER**

# 11159

**REQUESTOR # 3086**

**TO:**  
QPCS  
5259 Jerusalem Ct, Ste 1  
Modesto, Ca 95356  
(888) 410-4240

**SHIP TO:**  
City of Atwater  
750 Bellevue Rd  
Atwater, Ca 95301  
(209) 357-6300

P.O. DATE	REQUISITIONER	SHIPPED VIA	ACCOUNT NUMBER	TERMS
04/04/2016	Tyna Lamison		7030-1050-3030	

QTY	UNIT	ITEM #	DESCRIPTION	UNIT PRICE	DISC (\$)	TOTAL
200	Unit		Phone System See Attached Sheet for itemized list			\$ 36,806.00
SUBTOTAL						\$ 36,806.00
SALES TAX						\$ 2,264.48
SHIPPING & HANDLING						
OTHER						
TOTAL						\$ 39,070.48

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.

  
Authorized by

4-4-16  
Date



TECHNOLOGY INTEGRATION EXPERTS

5259 Jerusalem Court, Suite 1  
 Modesto, CA 95356  
 (888) 410-4240

# QUOTE

**Number** 000Q1590

**Date** Mar 24, 2016

### Quote Prepared For

**City of Atwater**

760 E Bellevue Rd  
 Atwater, CA 95301

**Phone** 209-357-6300

**Email:**

### Quote Prepared By

**Sarah Purkis**

**QPCS LLC**

T: (888) 410-4240

F: (775) 244-6394

Qty	Description	Unit Price	Ext. Price
200	UNITYCN11-VUP-USR UPG FROM UNITY CXN 2.X 7.X OR 8.X TO 11.X USERS	\$28.50	\$5,700.00
200	UPG-CUCM-BASIC-A	\$26.26	\$5,252.00
200	CON-ECMUUPGCUCMY CCW ONLY SWSS UPG TO UC MANAGE	\$21.30	\$4,260.00
200	CON-ECMU-UNICNVUP CCW ONLY SWSS UPG UPG UNITY 4.X OR LAT	\$15.97	\$3,194.00
2	New Servers for Cisco Call Manager & Unity (Redundant Config) 2 x Intel Xeon E5-2623 v3 Processor (10MB Cache, 3.50GHz) Windows Server 2012 R2 Standard 24GB 1Rx4 PC4-17000R RDIMM ThinkServer 1Gbps Ethernet I350-T2 Server Adapter by Intel ThinkServer 550W Power Supply Single Module EBG 3 Year On-site	\$4,950.00	\$9,900.00
100	(Labor Hours) Installation and Implementation Performed by Cisco Engineering CUCM-CUC Migration for 200 users (devices) from Version 6.x to 11.0	\$85.00	\$8,500.00
<b>SubTotal</b>			\$36,806.00
<b>Tax</b>			\$2,264.48
<b>Shipping</b>			\$0.00
<b>Total</b>			<b>\$39,070.48</b>

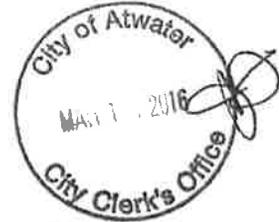
PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING FOR RETURNS UNDER 30 DAYS.

CITY OF ATWATER

CLAIM FORM

FORM B

(Please Type or Print)



CLAIM AGAINST AT construction  
Claimant's name: Victor Trujillo (Name of Entity)

Address where notices about claim are to be sent, if different from above: \_\_\_\_\_

Date of incident/accident: 3/11/16

Date injuries, damages, or losses were discovered: Flat tire

Location of incident/accident: Shatter 22

What did entity or employee do to cause this loss, damage, or injury? leave the sewer open

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? \_\_\_\_\_

What specific injuries, damages, or losses did claimant receive? \_\_\_\_\_

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] one thousand and forty dollars for

the damages

How was this amount calculated (please itemize)? New tire and placement

on receipt

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 03-15-16 Signature: Victor Trujillo

If signed by representative:

Representative's Name \_\_\_\_\_ Address \_\_\_\_\_

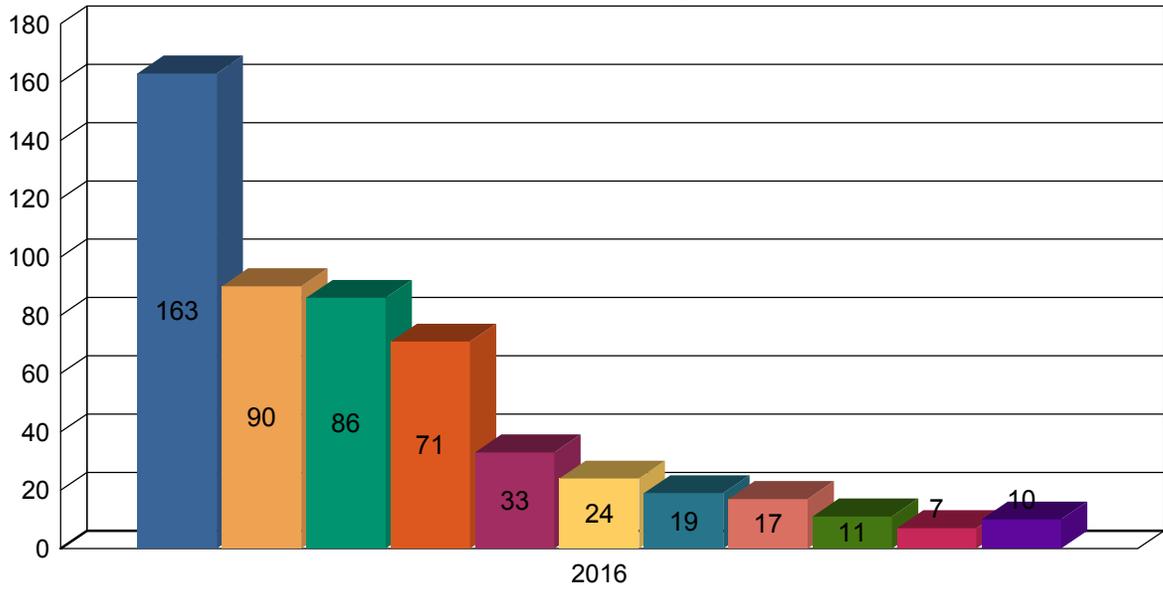
Telephone # \_\_\_\_\_

Relationship to Claimant \_\_\_\_\_

# Incident Directory Report

## MARCH 2016

### BCS Code by Year



	2016	Total
Info Case	163	<b>163</b>
(9) Part II	90	<b>90</b>
Booking	86	<b>86</b>
Citation	71	<b>71</b>
TC	33	<b>33</b>
(6) Theft	24	<b>24</b>
(4) Assault	19	<b>19</b>
F.I.	17	<b>17</b>
(7) Veh Theft/Rec	11	<b>11</b>
DUI	7	<b>7</b>
Other Crimes	10	<b>10</b>
<b>Grand Total</b>	<b>531</b>	<b>531</b>

<b>Calls for Service</b>	<b>2200</b>
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## Incident Directory Report

(3) Robbery	1	Supports Drill Down
(4) Assault	19	Supports Drill Down
(5) Burglary	3	Supports Drill Down
(6) Theft	24	Supports Drill Down
(7) Veh Theft/Rec	11	Supports Drill Down
(9) Part II	90	Supports Drill Down
Booking	86	Supports Drill Down
Citation	71	Supports Drill Down
DUI	7	Supports Drill Down
F.I.	17	Supports Drill Down
Info Case	163	Supports Drill Down
Premises	3	Supports Drill Down
Registrant	3	Supports Drill Down
TC	33	Supports Drill Down

ATWATER POLICE DEPARTMENT

NOTABLE CASES

MARCH 2016

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1. Officers conducted an area check at the 1800 block of Atwater Boulevard and contacted a male subject on the railroad tracks. The subject attempted to walk away from the officer; however the officer was able to detain the suspect. The suspect was found to be carrying a concealed weapon and was arrested.
2. Officers responded to the 700 block of E. Clinton regarding a barricading suspect attempting to start the residence on fire. Officers were eventually able to negotiate with the suspect and make entry into the residence. The suspect was arrested and booked for his offences.
3. Officers responded to the 1600 block of Van Terrace regarding a domestic dispute. During the investigation, it was discovered that the female victim was held hostage at the residence for several hours and was assaulted. The victim was able to escape and contact authorities. Officers eventually were able to make entry into the residence and take the suspect into custody.
4. Recently the City Council passed an ordinance dealing with the homeless issue. Code Enforcement Officer Fabian Velazquez was assigned the task to enforce the ordinance in certain areas of town. Eventually a detail was implemented and several tons of trash, including hypodermic needles, used condoms and other hazardous items were disposed of. The homeless in the vicinity were extracted from the area.
5. Atwater PD Officers assisted Merced County Probation Department at the 2600 block of Atwater Boulevard on a suspect probation check. During the search, Atwater PD located a concealed weapon on and a glass pipe used in smoking methamphetamine.
6. On 03/03/ 2016 and 1020 hours Atwater Police Officers made consensual contact in the 1800 block of Winton Way with a known documented A-Town Sureno gang member. Suspect was placed under arrest for parole violation.

**City of Atwater**  
**Code Enforcement Division Activities**  
**March 2016**

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**Report provide by Code Enforcement Officer Velazquez**

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**Vehicle Abatement:** (marked, tagged, removed, cited, towed) 15-20

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**Property Inspections:** (red-tags, nuisance notifications sent, graffiti and code enforcement) 15-20

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**Pools:** green algae – voluntary compliance 3-5

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**Homeless Detail:**

Location: Progress Avenue (near Teasdale Quality Foods) Campsites, debris removed & vacated.

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Location: Sycamore Avenue Campsites, debris removed & vacated - First phase.

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Location: 300 Block of Bellevue Road Clear

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**Blighted Properties:**

3 Locations: Working on progress directly with homeowners

- ❖ Swaps Street
- ❖ Swaps Street
- ❖ Determine Drive

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**Vacant Property:**

Obtained current owner information to gain compliance regarding overgrown vegetation, grass, tree branches and vehicle abatement. Source of information – meeting with neighbors, contacting County Records Department, researching title changes, and information from Maintenance Workers.

5 Locations:

- ❖ High Street
- ❖ 6<sup>th</sup> Street
- ❖ Cedar Avenue
- ❖ Broadway Avenue
- ❖ First Street

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**Shopping Carts:** Ongoing detail, removing carts from City Streets 10-15

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Gained compliance and the restitution of City money in the approximate amount of \$2,500.

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**Bilingual Assistance:**

Numerous cases translating for Officers, Records and Finance Department.

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**AVIPS VICTOR UNIT TASKS/HOURS TOTALS FOR MARCH 2016**

TASKS	James Vineyard V-1	Allen Russell V-2	Don Martin V-3	Gordon Wilkinson V-4	Manual Pinto V-5	Greg Olzack V-6	Joan Faul V-7	Ruth Azevedo V-8	Mike Matlock V-9	Jasmine Cabrera V-10	Belinda Martinez V-11	DeIsy Davalos V-12	Judy Walch V-13	TOTALS	
Administration	14													14	
Animal Control														0	
Citizen Assists			3	6					1	3				13	
Crossing Guard				4					7	4				15	
DUI Check Point									1					1	
Evidence Transport	1	2	1	1				3		2				10	
Feral Cat Program														0	
Foot Patrol			3											3	
Funeral			1	1				1		1				4	
Garage Sales			2						10					12	
House Checks		17	2	29				26	4	12				90	
Merced Paperwork	2	5	6	2				10	3	5				33	
Neighborhood Watch	1						7		4					12	
Notice of Violation			4							1				5	
Office	4			1									1	6	
Parade Control					1					1				2	
Pawn Tickets	1	5	5	1				9	1	3				25	
Radar Trailer														0	
Sign Removal		1	8	43				2	24	46				124	
Traffic Control	1	1	2	3						2				9	
Training	1	1	6	2					2	12				24	
Vehicle Patrol	2	3	6	9				8	8	9				45	
Water Contact/Flyer				3					1	3				7	
Water Notice Given														0	
Other	5		1	39	1				8	28				82	
<b>Total Tasks/Month</b>	32	35	50	144	2	0	7	59	74	132	0	0	1	0	<b>536.00</b>

<b>Total Hours/Month</b>	51.50	20.50	42.00	48.50	7.00	0.00	42.00	35.00	43.50	58.50	0.00	0.00	4.00	0.00	<b>352.50</b>
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<b>Total Miles/Month</b>	79	0	331	353	0	0	0	570	237	356	0	0	0	0	<b>1926</b>
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<b>Fire Svc. Calls</b>	<b>Jan-16</b>	<b>Feb-16</b>	<b>Mar-16</b>	<b>Apr-16</b>	<b>May-16</b>	<b>June-16</b>	<b>##</b>
Structure Fire	3	2	5				
Other Fires	21	13	17				
Vehicle Accidents	9	15	15				
Medical Aid	241	234	240				
Haz-Mat/ Hazardous condition	7	1	11				
Public Assistance/ Service Calls	13	25	18				
<b>Total</b>	<b>294</b>	<b>290</b>	<b>306</b>				

<b>Weed Abatement</b>							
Weed abatement properties inspected	0	0	0				
Number of properties abated by contractors	0	0	0				
# of properties serviced by most used contractor	0	0	0				
Avg weed abatements per contractor	0	0	0				

<b>Projects</b>							
Hydrants inspected/serviced	0	10	20				
Public education [qty. of presentations]	1	3	13				
Hose Testing	0	0	0				
Buisness Inspection	32	45	43				
Training Sessions	6	12	30				

<b>Reserve Program</b>							
# hours worked	96	70	289				
Training Hours	7	8	72				

<b>Meetings</b>							
Staff meetings attended	3	3	2				
City Council meetings attended	2	1	2				
Public Safety meetings attended	2	1	0				
Local, State, and Federal meetings/activities	6	8	5				

Aug-16	Sep-16	Oct-16	Nov-16	Dec-16





## **Public Works Department Project/Activity Report for March 2016**

### **STREETS & BUILDINGS DIVISION**

- Building Maintenance:
  - Repaired leaking window seal in Engineering Tech's office.
  - Installed exterior directional signs at Community Center.
  - Worked to repair non-functioning flag and marquee lighting at Community Center.
  - Repaired closing mechanism on back door at Castle Youth Center.
  - Repaired mal-functioning automatic security gate at Fire Station 42.
  - Repaired damaged door handle on back entrance door to Police Department.
  - Replaced non-functioning photo cell for exterior lighting in front of City Hall.
  - Installed hanging file on office door at Corporation Yard.
- Performed sidewalk repairs/replacements at the following locations:
  - Ramped four (4) sections of sidewalk at 1145 Sierra Vista Street.
- Filled pot holes at the following locations throughout the City using 2700 pounds of asphalt patching material:
  - 247 Blasingame Terrace
  - Fruitland Avenue between Virginia Street and Kansas Avenue
  - Southern Pacific Avenue between Shaffer Road and Packers Street
- Installed flashing amber warning lights on "Stop Ahead" signs on Commerce Avenue.
- Delivered two (2) loads of wood chips to be spread in parking lot planter boxes at Third Street and Atwater Boulevard.
- Cleaned and disposed of garbage and other debris left by transients at two (2) separate locations within the City.
- Removed weeds and other debris from City owned property located at 1550 Shaffer Road.
- Repaired damaged "No Pedestrian Crossing" warning sign on the corner of Bellevue Road and Linden Street.
- Repaired bollards that protect traffic signal pole at south/east corner of Shaffer Road and Atwater Boulevard.
- Performed traffic signal light repairs at the following locations:

- Replaced bulb for green light @ Buhach Road and Avenue One for southbound traffic.
- Replaced bulb for red light @ north/west corner of Atwater Boulevard and Shaffer Road.
- Repaired fifteen (15) non functioning Street Lights at the following locations throughout the City:
  - 2402 Summertime Court
  - Corner of Carter Way and Winton Way – Pole # 1766
  - Juniper Avenue – Pole # A0317
  - Huntingdale Way – Pole # A0391
  - Sparrow Drive – Pole # A0478
  - Sparrow Drive – Pole # A0474
  - East Clinton Avenue – Pole # A0058
  - Faxon Drive – Pole # A0911
  - Harbor Drive – Pole # A0150
  - Harbor Drive – Pole # A0151
  - Spyglass Court – Pole # A0153
  - 1647 Mitchell Street – Pole # A0208
  - 3369 Nautical Court – Pole # A0231
  - Lake View Drive – Pole # A0229
  - Replaced damaged wires for street light at corner of Buhach Road and Juniper Avenue.

## **WATER DIVISION**

- Replaced four(4) broken Residential Water Service Lines from the City water main to the City's shut off valve at the following locations:
  - 301 Beals Drive
  - 361 Beals Drive
  - 3207 Scott Drive
  - 2080 Heights Avenue
- Performed 356 Commercial Water Meter readings.
- Repaired 8 inch water main line break on Chestnut Avenue.
- Performed 224 Delinquent Water Shut Offs.
- Shut off and locked/removed idler meters on 77 high balance delinquent Residential Customers.
- Replaced plumbing in the Chlorine Room at Well #17.
- Performed quarterly water samples at all Well Sites.

- Performed chemical weed abatement at four (4) separate Well Sites.
- Repaired electrical issues with the booster pump at Well #19.

### **WASTEWATER AND STORM DIVISION**

- Performed chemical and mechanical weed abatement at the following locations:
  - East Manzanita Drive Storm Pond
  - West Manzanita Drive Storm Pond
  - Sierra Park Storm Pond
  - Pajaro Dunes Storm Pond
  - Industry Way Storm Pond
  - Andy Albiani Storm Pond/Park Basin
  - Silva Ranch Storm Pond
  - Meadowview Estates Storm Pond
- Performed cleaning of Sewer Main Lines at various locations throughout the City.

### **EQUIPMENT MAINTENANCE DIVISION**

- Performed routine service/maintenance on 22 City vehicles.
- Performed specialty repairs on 47 City vehicles.
- Replaced transmission on Code Enforcement Sedan – Vehicle # 2016.
- Performed 90 day mandatory inspections on all large vehicles and equipment.
- Replaced back up batteries for generator at USP Atwater Well Site and Sewer Station.
- Repaired portable generator on Police Crime Scene Van.
- Repaired F150 Ford Truck assigned to Police Department.

### **PARKS DIVISION**

- Landscape Maintenance Districts:
  - Continued mowing and general maintenance of selected turf and landscaped areas within each LMD on a priority basis.
  - Performed chemical and manual weed abatement within landscaped areas contained in selected LMD's.
- General Park Maintenance:
  - Continued mowing and trimming in various park sites on an as needed basis.

- Performed irrigation repairs and general clean-up at Fireman's Memorial Ball Park in preparation of Atwater Youth Baseball Opening Ceremony and Annual High School Easter Baseball Tournament.
  - Performed repairs to skate park obstacles due to vandalism.
  - Repaired vandalized door in Men's restroom at Osborn Park.
  - Removed non ADA compliant play equipment in Ralston Park and prepared existing site for installation of new ADA compliant play equipment.
- Street Side Maintenance:
    - Mowing, trimming and trash pick-up at various street side landscaped areas throughout the City.
  - Street Tree Work
    - Seven (7) stump removals
    - Seven (7) clearance/structural prunings
    - Three (3) tree removals
    - Five (5) mistletoe removals
    - Worked with West Coast Arborists to remove hazardous street trees at various locations throughout the City.

### **GRAFFITI ABATEMENT**

- Worked with Environmental Compliance Resources, the City's Graffiti Abatement Contractor, to remove and paint over graffiti at various locations throughout the City, to include 0 separate street signs. This work was performed with 27.0 man hours during the month of March 2016. The total amount of graffiti removed during this time period was approximately 5,111 square feet.

### **CITY-WIDE CLEAN UP DAY**

- On Saturday, March 19, 2016 from 7:00 am to 2:00 pm, volunteers from USP Atwater, Buhach Colony High School, Atwater Tree Partners Foundation, Atwater Police Department Volunteers, Atwater Police Department Cadets and Atwater Public Works Department teamed up with 17 Employees from Republic Services (Allied Waste) to facilitate a day in where City Residents, at no charge, had the ability to get rid of any unwanted debris or household items such as electronic waste, old tires, appliances and other large items that normally would have to be taken to the County Landfill.
  - Approximately 85 tons of debris was processed by Republic Services (Allied Waste).
  - All Electronic Waste (E-Waste) was taken in by Unicor that is housed at USP Atwater.
  - West Coast Rubber Recycling collected approximately 114 cubic yards (5-7 tons) of discarded tires.

- Three (3) forty cubic yard roll off bins were filled with metal objects and unwanted appliances.
- There were 33 separate curb side services for Senior Citizens and/or Disabled Residents.

March 29, 2016

Honorable Mayor and Members  
of the Atwater City Council

Atwater City Council Meeting  
April 11, 2016

**ADOPT CITY COUNCIL RESOLUTION NO. 2879-16 APPROVING  
PLANNED DEVELOPMENT FINAL DEVELOPMENT PLAN NO. 03-3  
AMENDMENT NO. 2**

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Review Amendment No. 2 to the approved Planned Development Final Development Plan (PDFDP) No. 03-3; and,
2. Adopt City Council Resolution No. 2879-16 approving PDFDP No. 03-3 Amendment No. 2.

**BACKGROUND:**

Chapter 17.44 is the Planned Development District section of the Atwater Municipal Code. As stated the purpose is to provide zone flexibility to implement the General Plan and achieve a higher standard of quality of development than typically found in conventional zones.

The PD Code has been amended several times over the past few years. One recent amendment addressed the issue where subdivision improvements were completed but the approved Master Plan and Final Development Plan had expired. Prior to the code amendment the Master Plan and Final Development Plan would have to be resubmitted and approved before homes or other improvements could be constructed. With the recent amendment it allowed both the Master Plan and Final Development Plan to exist with no expiration provided that construction had begun on the project. This has helped expedite new housing construction.

This Amendment was reviewed by the Community Development and Resources Commission on March 20, 2016. After review the Commission recommended approval of the Amendment to the City Council.

**ANALYSIS:**

The originally approved Planned Development Final Development Plan (PDFDP) No. 03-3 was submitted by Steiner Development. Steiner Development sold the subdivision to Pacific Union Homes who developed the southern portion of the subdivision. Pacific Union Homes the sold the northern portion of the subdivision to Syncon Homes. Pacific

Union Homes built homes on 145 of the 151 lots which they owned. Syncon Homes built 109 of the 131 lots that they had owned. Pacific Union Homes and Sycon Homes have no further financial interest in this project due to housing market collapse of several years ago.

PDFDP No. 03-3 Amendment No. 1 was approved for Burris Construction to build out the remaining 22 lots that Syncon Homes did not finish. Burris Construction had proposed to add 2 single story plans and 1 two-story plan. House plans included a 1,657 sq. ft. single story, 2,046 sq. ft. single story, and a 2,425 sq. ft. two-story house. Burris Construction did receive approval for PDFDP Amendment No.1 but they never broke ground on any of the approved units.

PDFDP No. 03-3 Amendment No. 2 has been submitted by Blue Mountain Construction for one lot at 1493 Cloverfield Court. Blue Mountain Construction is currently building houses in the Atwater South subdivision located on the south side of Avenue One. They are also currently building houses in the Stone Creek Subdivision located on the south side of Bellevue Road west of Bellevue School. The elevation that Blue Mountain Construction is proposing to build at 1493 Cloverfield Court would be a two story unit of approximately 2,443 sq. ft. is size.. Although approval of this amendment would allow Blue Mountain to build this elevation on other parcels within the PDFDP No. 03-3 area they only intend on building this unit once at 1493 Cloverfield Court. This unit has not been approved to be built in any other subdivisions.

**ENVIRONMENTAL:**

The Site Plan for this project has been found to be exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guideline Section 15061(b)(3).

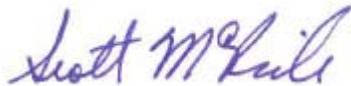
**FISCAL IMPACT:**

None.

**CONCLUSION:**

This staff report is submitted for the City Council consideration and possible action.

Respectfully submitted,



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Scott McBride  
Community Development Director



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**RESOLUTION NO. 2879-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ATWATER APPROVING PLANNED  
DEVELOPMENT FINAL DEVELOPMENT PLAN  
(PDFDP) NO. 03-3, AMENDMENT NO. 2**

**WHEREAS**, The City Council of the City of Atwater has reviewed Planned Development Final Development Plan No. 03-3 Amendment No. 2 as submitted by Blue Mountain Construction, requesting approval to include one two story unit into the already approved PDFDP 03-3; and,

**WHEREAS**, said application was reviewed by the Community Development and Resources Commission of the City of Atwater on Wednesday, March 16, 2016; and

**WHEREAS**, said application was reviewed by the City Council of the City of Atwater on Monday, April 11, 2016; and

**WHEREAS**, this project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Section 15061(b)(3); and

**WHEREAS**, The Community Development and Resources Commission held a duly noticed public hearing as required by laws to consider all of the information presented by staff, information from the project proponent, and public testimony presented in writing and at the meeting; and

**WHEREAS**, The City Council held a duly noticed public hearing as required by laws to consider all of the information presented by staff, information from the project proponent, and public testimony presented in writing and at the meeting; and

**WHEREAS** \_\_\_ person(s) spoke in favor of the project, \_\_\_ person(s) spoke in opposition of the project and \_\_\_ written comment(s) have been submitted either in opposition or in favor of the project; and

**WHEREAS**, the site can accommodate the proposed use and not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and

**WHEREAS**, the City Council finds that the following findings can be made for this project:

1. This project proposes to amend the previously approved Planned Development Final Development Plan No. 03-3.
2. The project is located within Planned Development District No. 25.
3. That this site is designated by the Atwater General Plan as Low Density Residential.
4. That all findings set forth within Section 17.44.010 of the Atwater Municipal Code can be made.
5. That the public hearing for this application has been adequately noticed and advertised.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Atwater does hereby approve Planned Development Final Development Plan No. 03-3 Amendment No. 2 subject to the following conditions:

1. That the applicant agrees to comply with all previous conditions of approval associated with the “Mello Ranch” area. These conditions are listed within CC Resolution No’s 1838-03, 1855-03 and within PC Resolution No. 611-03.
2. That this amendment includes one new two story house plan. That any further amendments made to the approved Planned Development Final Development Plan shall be approved by the City Council.
3. The applicant or applicant’s successor in interest shall indemnify and defend and hold harmless the City of Atwater, its agents, officers and employees from any and all claims, actions or proceedings against the City of Atwater, its agents, officers and employees to attack, set aside, void or annul any approval by the City of Atwater and its advisory agency appeal board or legislative body concerning this application, which action is brought within applicable statutes of limitation. The City of Atwater shall promptly notify the applicant or applicant’s successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the city fails to do so, the applicant or applicant’s successor in interest shall not thereafter be responsible to defend, indemnify or hold the City harmless. This condition may be placed on any plans or other documents pertaining to this application.

**AYES:  
NOES:  
ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**JAMES PRICE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JEANNA DEL REAL, CITY CLERK**

April 6, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of April 11, 2016

**APPROVING MEMORANDUM OF UNDERSTANDING AMONG  
AGENCIES WITHIN THE MERCED GROUNDWATER SUBBASIN  
FOLLOWING THE SUSTAINABLE GROUNDWATER MANAGEMENT  
ACT**

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Approving Memorandum of Understanding setting forth certain items of agreement among agencies within the Merced Groundwater Subbasin following the Sustainable Groundwater Management Act; and
2. Authorizing and directing the Mayor to execute the Memorandum of Understanding, in a form approved by the City Attorney, on behalf of the City.

**BACKGROUND AND ANALYSIS:**

The City of Atwater, Black Rascal Water Company, Chowchilla Water District, City of Livingston, City of Merced, County of Merced, East Merced Resource Conservation District, Le Grand Community Service District, Le Grand-Athlone Water District, Lone Tree Mutual Water Company, Lower San Joaquin Levee District, Meadowbrook Water Company, Merced Irrigation District, Merquin Water District, Planada Community Service District, San Luis Resource Conservation District, Stevinson Water District, Turner Island Water District, and Winton Water and Sanitation District share common groundwater resources in that each of the Parties are located above the Merced Groundwater Subbasin (Subbasin), as defined by the Department of Water Resources (DWR) Bulletin 118, 2003 Update, and have managed those resources in the best interests of their respective constituents in compliance with applicable state laws.

The enactment of the Sustainable Groundwater Management Act of 2014 ("SGMA") will change many conditions and requirements under which groundwater resources are managed within the Subbasin. One purpose of SGMA is to promote and encourage local control of groundwater management, provided that groundwater is managed in a sustainable manner.

SGMA requires certain deadlines be met by local agencies within the Subbasin. These deadlines must be met in order to avoid intervention of local groundwater management by the State Water Resources Control Board ("State Water Board").

Relevant to the Parties, the first SGMA deadline requires the formation of at least one Groundwater Sustainability Agency (“GSA”) by June 30, 2017 in order to avoid the Subbasin being placed on probationary status (California Water Code §10735.2). To the extent that multiple GSA’s may be organized within the Subbasin, DWR will be informed of the formation of GSA(s) in order to assess the adequacy of coordination agreements. Absent the formation of GSA(s), SGMA allows the State Water Board to develop an enforceable interim plan to manage local groundwater resources.

To facilitate the coordination required by SGMA, the City of Atwater agrees to work individually and collectively to pursue developing a single GSP or coordinated GSPs to manage groundwater within the Subbasin.

The creation of and participation in this MOU (**EXHIBIT “A”**) does not create any right or authority over the City of Atwater’s own internal matters or resources whatsoever, including, but not limited to, each Party’s right to exercise its sole discretion in managing its surface water supplies, conjunctively managed water supplies, groundwater supplies, facilities, operations, water management decisions including groundwater recharge activities, or water supply/conservation projects.

The MOU will not replace or otherwise alter the existing MAGPI MOU, or any other agreement to which the City of Atwater is a party.

**FISCAL IMPACT:**

This MOU does not create, either expressly or by implication, any financial commitment of the City of Atwater.

**CONCLUSION:**

This staff report is submitted for City Council consideration and possible action.

Respectfully submitted,



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Brian Shaw  
Water Division Manager/Chief Operator

**MEMORANDUM OF UNDERSTANDING  
SETTING FORTH CERTAIN ITEMS OF AGREEMENT  
AMONG AGENCIES WITHIN THE MERCED GROUNDWATER SUBBASIN  
FOLLOWING THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

**1. Parties**

The Parties (“Parties”) to this *Memorandum of Understanding Setting Forth Certain Items of Agreement among agencies within the Merced Groundwater Subbasin Following the Sustainable Groundwater Management Act* (“Post-SGMA MOU”) include the following: Black Rascal Water Company, Chowchilla Water District, City of Atwater, City of Livingston, City of Merced, County of Merced, East Merced Resource Conservation District, Le Grand Community Service District, Le Grand-Athlone Water District, Lone Tree Mutual Water Company, Lower San Joaquin Levee District, Meadowbrook Water Company, Merced Irrigation District, Merquin Water District, Planada Community Service District, San Luis Resource Conservation District, Stevinson Water District, Turner Island Water District, and Winton Water and Sanitation District. Each of the entities and districts named above may be referred to herein singularly as a Pparty, or collectively as the Pparties.

**2. Recitals**

This MOU is entered into with regard to the following facts and circumstances:

- 2.1.** The Parties share common groundwater resources in that each of the Parties are located above the Merced Groundwater Subbasin (Subbasin), as defined by the Department of Water Resources (DWR) Bulletin 118, 2003 Update, and have managed those resources in the best interests of their respective constituents in compliance with applicable state laws.
- 2.2.** The enactment of the Sustainable Groundwater Management Act of 2014 (“SGMA”) will change many conditions and requirements under which groundwater resources are managed within the Subbasin.

2.3. One purpose of SGMA is to promote and encourage local control of groundwater management, provided that groundwater is managed in a sustainable manner.

2.4. SGMA requires certain deadlines be met by local agencies within the Subbasin. These deadlines must be met in order to avoid intervention of local groundwater management by the State Water Resources Control Board (“State Water Board”).

2.5. Relevant to the Parties, the first SGMA deadline requires the formation of at least one Groundwater Sustainability Agency (“GSA”) by June 30, 2017 in order to avoid the Subbasin being placed on probationary status (California Water Code §10735.2). To the extent that multiple GSA’s may be organized within the Subbasin, DWR will be informed of the formation of GSA(s) in order to assess the adequacy of coordination agreements. Absent the formation of GSA(s), SGMA allows the State Water Board to develop an enforceable interim plan to manage local groundwater resources.

2.6. SGMA also requires the adoption of a Groundwater Sustainability Plan (“GSP”), describing how the local GSA(s) plans to achieve groundwater sustainability within the Subbasin. A GSP for the Subbasin must be submitted and approved by DWR by January 31, 2020. The Subbasin must be covered by at least one GSP. If more than one GSP is established, a coordination agreement must be in place to ensure the coordinated implementation of the GSP(s) to achieve sustainability.

### 3. **Agreement**

The Parties agree as follows:

**3.1. Cooperation:** The Parties agree to cooperate and work together in a civil and professional manner in an effort to move toward groundwater sustainability within the Subbasin and SGMA compliance during the term hereof.

**3.2. Groundwater governance:** While it is unknown at this time what governance structure will be agreed upon during the development of GSA(s), the Parties agree to work individually and collectively to seek formation of one or more GSA(s) to provide SGMA-compliant groundwater management governance within the Subbasin prior to June 30, 2017. The ultimate governance structure within the Subbasin is not the subject of this MOU. As such, this MOU does not form a GSA or multiple GSAs, but rather begins a consensus-seeking discussion process towards GSA(s) adoption and SGMA compliance.

**3.3. MAGPI is a forum for discussion:** The Parties intend that the meetings of the Merced Area Groundwater Pool Interests (MAGPI) may provide one of several forums to discuss possible groundwater governance structures. However, it is the Parties to this MOU (as defined in Water Code §10721(m)) that have ultimate decision-making authority on groundwater governance within the Subbasin.

**3.4. Coordination:** SGMA requires that the entire Subbasin be covered by one or more GSP(s). If more than one GSP is established, SGMA requires that a coordination agreement be established between the different GSA(s) and approved by DWR. The Parties understand and agree that continued coordination and collaboration will be essential to complying with SGMA requirements, therefore and regardless whether a single or multiple GSAs are formed covering the Subbasin, the parties agree to work together in cooperation to meet the requirements of SGMA.

**3.5. Groundwater Sustainability Plan:** To facilitate the coordination required by SGMA, the Parties agree to work individually and collectively to pursue developing a single GSP or coordinated GSPs to manage groundwater within the Subbasin.

**3.6. Groundwater Model and Other Data Coordination:** Development of a SGMA-compliant GSP or coordinated GSPs for the Subbasin will likely require a groundwater model and/or other tools. The Parties agree to cooperatively support the development of a modeling tool or tools to satisfy SGMA and to serve the Parties in identifying and developing strategies to sustainably manage groundwater in the Subbasin. The Merced Water Resources Model (Model) is an integrated water resources model nearing completion for the Subbasin, and simulates the interactions between groundwater and surface water. The Model is funded jointly by the City of Merced, County of Merced, Merced Irrigation District, and DWR. The Merced Area Groundwater Pool Interest (MAGPI) member agencies oversee the development of the Model. While the Model ~~will~~ may provide significant capabilities for SGMA compliance, there may be a need for additional features and refinements, or a need to develop or use other modelstools to assist the Parties in developing a SGMA compliant GSP or GSPs. The Parties agree to cooperatively ~~support~~ evaluate the Merced Water Resources Model and other existing tools ~~the completion of the Model and pursue the development of additional modeling features and capabilities and/or other tools for the Subbasin~~ that may be needed to support basin analysis needed for SGMA compliance.

**3.7. No effect on water rights:** The Parties agree that the creation of and participation in this MOU does not create any right or authority over any other Party's own internal matters or resources whatsoever, including, but not limited to, each Party's right to exercise its sole discretion in managing its surface water supplies, conjunctively managed water supplies, groundwater

supplies, facilities, operations, water management decisions including groundwater recharge activities, or water supply/conservation projects.

**3.8. No replacement of existing MOU:** The Parties do not intend for this MOU to replace or otherwise alter the existing MAGPI MOU, or any other agreement to which any party hereto may be party.

**3.9. No creation of financial commitment:** This MOU does not create, either expressly or by implication, any financial commitment of the Parties.

**3.10. No creation of joint powers:** This MOU is not intended to create a GSA(s) or any other agency or entity which is separate from the Parties pursuant to Chapter 5 (commencing with §6500) of Division 7 of Title 1 of the Government Code, relating to the joint exercise of powers.

**3.11. Term:** The Parties have entered into this MOU voluntarily. This MOU shall become effective upon signature by an authorized official from each one of the Parties. Any Party may withdraw from this MOU at any time upon providing written notice signed by an authorized official to the other Parties. Notwithstanding the withdrawal of a party to this MOU, this MOU will remain in effect with the remaining Parties until unless such remaining Parties decide to terminate the MOU modified or terminated by the written agreement of more than half of the parties hereto.

Unless earlier terminated, this MOU shall expire upon approval by DWR of a GSP(s) that covers the Subbasin.

**3.12. Good faith efforts:** Each Party should use its best efforts and work wholeheartedly and in good faith for the expeditious completion of the objectives of this MOU and the satisfactory performance of the terms and provisions contained herein.

**4. Counterparts:**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This MOU may not be modified except by mutual consent of the authorized officials from the Parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he has been appropriately authorized to enter into this MOU on behalf of the Party for whom he/she signs.

*{Signature page to follow}*

**MEMORANDUM OF UNDERSTANDING  
SETTING FORTH CERTAIN ITEMS OF AGREEMENT  
AMONG AGENCIES WITHIN THE MERCED GROUNDWATER SUBBASIN  
FOLLOWING THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

As authorized by <insert motion/resolution authorization mechanism> adopted by the <formal name of governing body> on <Date>.

Signed: \_\_\_\_\_

Name, Title

Attest: \_\_\_\_\_

Name, Title