

# CITY OF ATWATER

## CITY COUNCIL AGENDA

Council Chambers  
750 Bellevue Road  
Atwater, California

**March 28, 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)

CALL TO ORDER:

**6:00 PM**

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:**

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

**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:**

- 2. March 28, 2016**

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

MINUTES: (City Council)

**3. Regular meeting, March 14, 2016**

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

MINUTES: (Commissions)

**4. Community Development and Resources, February 17, 2016**

**Staff's Recommendation:** 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)

**Staff's Recommendation:** 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.

**6. 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).

**Claim No. 2016-6**

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

PETITIONS:

**7. Discussion and possible action regarding MOU among agencies within the Merced Groundwater Subbasins following the Sustainable Groundwater Management Act (SGMA)** (Lacey Kiriakou, Merced County Water Resources Coordinator)

**Staff's Recommendation:** That the City Council, by motion, provide staff with possible direction regarding entering into MOU.

FUNDING AND BUDGET MATTERS:

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

**Staff's Recommendation:** Motion to approve the Treasurer's Report for the months of December 2015, January 2016, and February 2016; or

Motion to approve staff's recommendation as presented.

CITY ATTORNEY REPORTS/UPDATES:

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

**Staff's Recommendation:** That the City Council, by motion, provide staff with possible direction regarding the indoor cultivation of medical marijuana for personal use.

10. **Discussion and possible action regarding Water Ordinance**

**Staff's Recommendation:** That the City Council, by motion, provide staff with possible direction regarding current City Water Ordinance.

CITY COUNCIL MATTERS:

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

CLOSED SESSION:

**Continuation of Closed Session if necessary**

ADJOURNMENT:

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 or 357-6204. You may also send the request by email to [jdreal@atwater.org](mailto:jdreal@atwater.org).*

~ March 2016 ~

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

~ 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	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

# Today's Solutions for Tomorrow's Insecurities

Rebecca True

CivicSpark AmeriCorps Fellow

# Current Challenges in Merced County

- **Water**
  - Drought
  - Contamination
- **Temperature**
  - Heat waves
- **Air quality (ozone, pm)**
  - Ozone
  - Particulate Matter (PM)
- **Farmland preservation**
  - Economy



<http://breathela.org/er-visits-asthma-rising-among-kids-california/>

<https://www.wildlife.ca.gov/Conservation/Inland-Fisheries/Projects/Merced-River>

<http://californiawaterblog.com/2014/08/20/california-water-rights-you-cant-manage-what-you-dont-measure/>

# State Legislation

- **AB 32 (2006) – Commits California to reaching 1990 greenhouse gas (GHG) emissions levels by 2020**
  - 40% below 1990 levels by 2030
    - 50% reduction in petroleum use
    - 50% renewable electricity
    - 2x energy efficiency in buildings
  - 80% below 1990 levels by 2050
- **SB 375 (2008) – Mandates the inclusion of a Sustainable Communities Strategy (SCS) in the Regional Transportation Plan (RTP), integrating GHG emissions reduction strategies into transportation planning**



[https://en.wikipedia.org/wiki/Seal\\_of\\_California](https://en.wikipedia.org/wiki/Seal_of_California)

# CivicSpark

- Governor's initiative that started in 2014 to build capacity for local governments in addressing climate change mitigation and adaptation throughout California
- AmeriCorps program sponsored by the Local Government Commission
- Position: Working in collaboration with MCAG and member jurisdictions to meet state goals



[http://www.opr.ca.gov/s\\_civicspark.php](http://www.opr.ca.gov/s_civicspark.php)



# Funding: Active Transportation Program

- SB 99 and AB 101 (2013): statewide grant program
- Goal is to increase the usage of active transportation modes for increased public health and safety for all income levels



<http://www.railstotrails.org/policy/active-transportation-for-america/>



<http://epics.ecn.purdue.edu/srts/>

# Funding: CMAQ

- “Congestion Mitigation Air Quality”
- Used for transportation projects and programs that help to improve air quality and traffic congestion



# Funding: PACE.

- “Property-Assessed Clean Energy”
- In sponsoring PACE programs, cities offer loans to property owners for energy upgrades
- Programs Available to Merced County:
  - [California FIRST](#)
  - [Figtree Financing](#)
  - [HERO Program](#)



<http://www.northbaybusinessjournal.com/northbay/marincounty/4236498-181/marin-adds-more-pace-energy-retrofit>

<http://www.serviceexperts.com/blog/keeping-the-heat-out-of-your-city-home>

<http://plumbingmedic.net/water-conservation.php>

<http://www.cleanbreak.ca/tag/pace-financing/>

# Funding: Cal Fire's Urban Forestry Program.

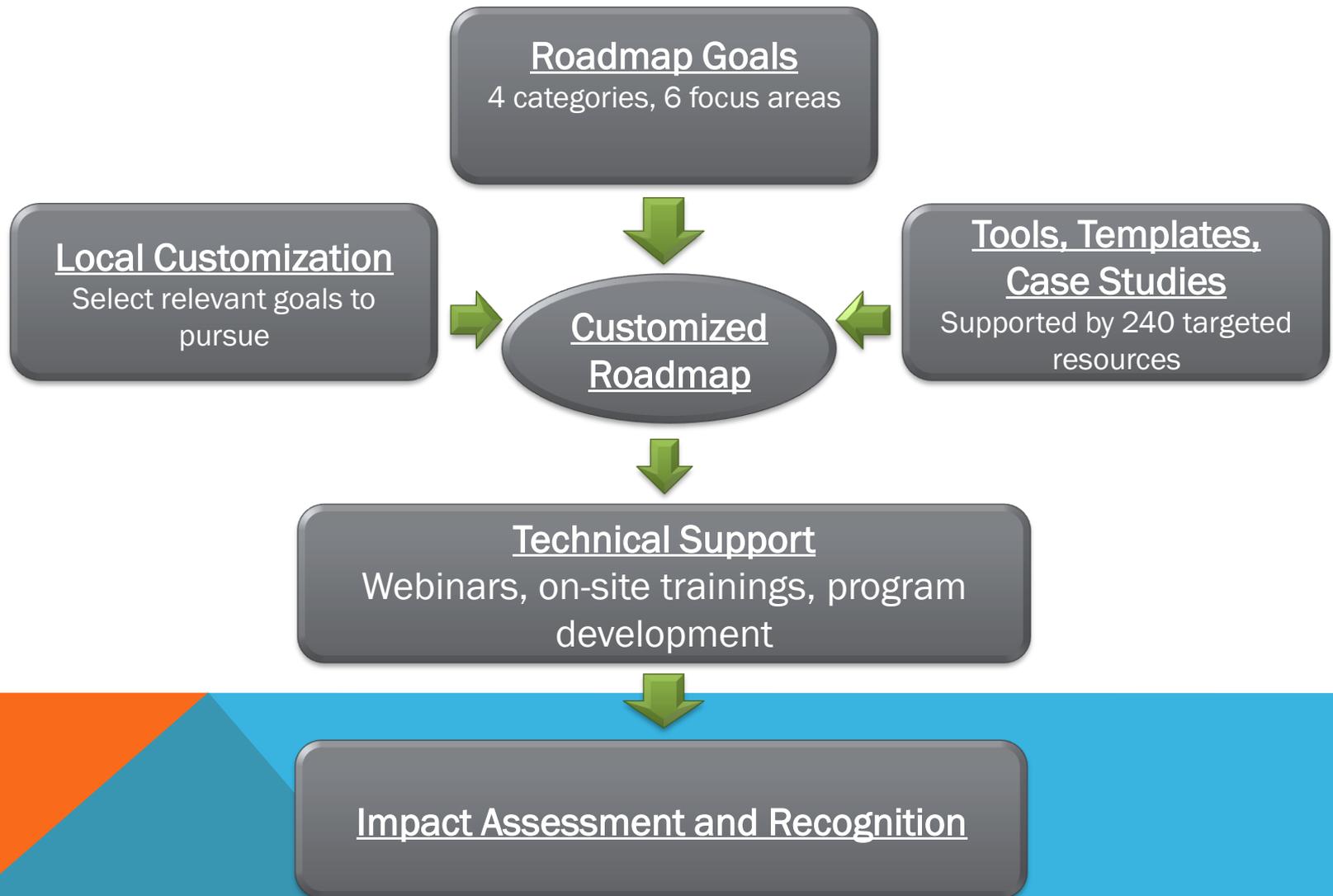
- For tree-planting projects, tree inventory/mapping and analysis, urban forest management and green infrastructure
- Benefits of trees
  - Microclimate
  - Energy conservation
  - Reduce stormwater run-off
  - Extend the life of surface streets
  - Improve air, water, and soil quality
  - Stores carbon
  - Provides wildlife habitat
  - Increases property values
  - Slows traffic
  - Fights crime?



[http://californiareleaf.org/search\\_gcse/?q=fresno%20street%20trees](http://californiareleaf.org/search_gcse/?q=fresno%20street%20trees)

<http://imagevision.com/collection/trees.html>

# Leadership: Sustainable Energy Roadmap (SER)



# Internship Program



<http://psmc.xyz/index.php/2015/08/11/10-fun-exercises-that-will-help-you-become-a-better-entrepreneur/>

# Contact Information

Rebecca True

CivicSpark AmeriCorps Fellow

(209) 723-3153 x 310

[rebecca.true@mcagov.org](mailto:rebecca.true@mcagov.org)

[www.mcagov.org/237/CivicSpark](http://www.mcagov.org/237/CivicSpark)



# WARRANTS SUMMARY FOR MARCH 28, 2016 COUNCIL MEETING

TOTAL OF WARRANTS (FROM WARRANT REPORT)				\$ 748,303.35
ADDITIONAL WARRANTS ( THESE AMOUNTS ARE <b>NOT</b> INCLUDED IN TOTAL WARRANTS)				

DATE	DESCRIPTION	AMOUNT
3/10/2016	Prewrittens included in this current warrant run.	(\$80,209.14)
3/16/2016	Retiree Medical Reimbursement-MARCH 2016	\$1,599.57
3/21/2016	AFLAC-MARCH 2015	\$789.30
3/18/2016	PERS Retirement EFT 2/25/16 - 3/9/16	\$42,969.05

TOTAL ADDITIONAL WARRANTS (\$34,851.22)

GRAND TOTAL OF WARRANTS PAID ===== \$713,452.13

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

DATE	DESCRIPTION	AMOUNT	
3/17/2016	Net Payroll	\$160,683.73	\$223,046.05 Total Payroll
3/17/2016	Federal Taxes	\$55,447.59	
3/17/2016	State Taxes	\$6,914.73	
3/17/2016	Payroll Deductions	\$1,938.43	

TOTAL INFORMATIONAL WARRANTS \$224,984.48

  
 \_\_\_\_\_  
 CITY TREASURER

# Accounts Payable

## Checks for Approval

User: jdaniel  
 Printed: 3/23/2016 - 1:57 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
67292	03/10/2016	Sewer Enterprise Fund	Professional Services	JIM HELLER		6,305.00
Check Total:						6,305.00
67293	03/14/2016	General Fund	Communications	AT and T		12.60
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		7.67
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		235.88
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		102.86
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		103.27
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		111.19
67293	03/14/2016	Water Enterprise Fund	Communications	AT and T		102.86
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		103.07
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		104.58
67293	03/14/2016	Water Enterprise Fund	Communications	AT and T		102.86
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		102.04
67293	03/14/2016	Water Enterprise Fund	Communications	AT and T		102.86
67293	03/14/2016	General Fund	Communications	AT and T		201.40
67293	03/14/2016	Water Enterprise Fund	Communications	AT and T		102.86
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		102.86
67293	03/14/2016	Meadow View LD	Communications	AT and T		102.26
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		105.30
67293	03/14/2016	Water Enterprise Fund	Communications	AT and T		202.52
67293	03/14/2016	Sewer Enterprise Fund	Communications	AT and T		104.35
Check Total:						2,113.29
67294	03/14/2016	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		6.03
67294	03/14/2016	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		9.04
67294	03/14/2016	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		1.76
67294	03/14/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		119.78
67294	03/14/2016	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		12.94
67294	03/14/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		2.11
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		120.37
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		105.28
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		15.77

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67294	03/14/2016	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		4.56
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		35.14
67294	03/14/2016	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		7.55
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		23.13
67294	03/14/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		5.16
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		49.14
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		244.59
67294	03/14/2016	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		36.62
67294	03/14/2016	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		6.67
67294	03/14/2016	Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		30.22
67294	03/14/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		28.12
67294	03/14/2016	Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		47.49
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		110.14
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		238.40
67294	03/14/2016	Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		8.63
67294	03/14/2016	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		7.39
67294	03/14/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		16.19
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		89.35
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		90.55
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		85.09
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		3.84
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		8.76
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		110.14
67294	03/14/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		4.31
67294	03/14/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		10.56
67294	03/14/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		33.58
67294	03/14/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		19.38
Check Total:						1,747.78
67295	03/14/2016	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		13,571.73
67295	03/14/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,877.67
67295	03/14/2016	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		27,188.96
67295	03/14/2016	Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,614.28
67295	03/14/2016	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,077.02
67295	03/14/2016	Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		27.86
67295	03/14/2016	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		4,414.78
67295	03/14/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		782.55
67295	03/14/2016	Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		43.39
67295	03/14/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		82.27
67295	03/14/2016	Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		332.76
67295	03/14/2016	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		359.79
67295	03/14/2016	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		1,194.21
67295	03/14/2016	Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		148.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67295	03/14/2016	Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		139.25
67295	03/14/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		171.21
67295	03/14/2016	Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		43.39
67295	03/14/2016	Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		73.41
67295	03/14/2016	Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		506.17
67295	03/14/2016	Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		626.10
67295	03/14/2016	Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		484.08
67295	03/14/2016	Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		78.09
67295	03/14/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		982.78
67295	03/14/2016	Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		183.64
67295	03/14/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		564.99
67295	03/14/2016	Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		59.21
67295	03/14/2016	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		2,131.83
Check Total:						58,759.62
67296	03/17/2016	General Fund	Memberships & Subscriptions	CCU		6,250.00
Check Total:						6,250.00
67297	03/17/2016	Sewer Enterprise Fund	Accounts Payable	STEVE TANNER		518.52
67297	03/17/2016	Sanitation Enterprise	Accounts Payable	STEVE TANNER		157.12
67297	03/17/2016	Sanitation Enterprise	Accounts Payable	STEVE TANNER		48.98
67297	03/17/2016	Water Enterprise Fund	Accounts Payable	STEVE TANNER		242.49
Check Total:						967.11
67298	03/17/2016	Sewer Enterprise Fund	Training	TPC TRAINCO		1,980.00
Check Total:						1,980.00
67299	03/21/2016	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		779.23
Check Total:						779.23
67300	03/21/2016	General Fund	Garnishments	FRANCHISE TAX BOARD		177.83
Check Total:						177.83
67301	03/21/2016	General Fund	Pre-Paid Legal	PRE-PAID LEGAL SERVICES		36.89
Check Total:						36.89
67302	03/21/2016	General Fund	Miscellaneous Union Dues	RMHC OF THE CENTRAL VALLEY, INC.		20.78
67302	03/21/2016	General Fund	Miscellaneous Union Dues	RMHC OF THE CENTRAL VALLEY, INC.		20.78
Check Total:						41.56
67303	03/21/2016	General Fund	Garnishments	STATE DISBURSEMENT UNIT		852.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	852.92
67304	03/21/2016	General Fund	Deferred Compensation	VANTAGEPOINT TRANSFER AGT-457		50.00
					Check Total:	50.00
67305	03/23/2016	General Fund	Recreation Donations	DANIEL L. BARTON		147.91
					Check Total:	147.91
					Report Total:	80,209.14

# Accounts Payable

## Checks for Approval

User: jdaniel  
 Printed: 3/23/2016 - 1:58 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
0	03/28/2016	Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RMA		46,428.00
0	03/28/2016	General Fund	Worker's Compensation	CENTRAL SAN JOAQUIN VALLEY RMA		94,213.00
						Check Total:
67306	03/28/2016	Sewer Enterprise Fund	Rents & Leases	A & A PORTABLES, INC.		246.90
						Check Total:
67307	03/28/2016	General Fund	Office Supplies	ABS PRESORT, INC.		2,390.61
67307	03/28/2016	General Fund	Office Supplies	ABS PRESORT, INC.		2,700.00
						Check Total:
67308	03/28/2016	Sanitation Enterprise	Solid Waste Collectn/Disposal	ALLIED WASTE SERVICES #917		198,282.14
						Check Total:
67309	03/28/2016	General Fund	Youth Basketball	SABRINA ALVARADO		60.00
						Check Total:
67310	03/28/2016	Employee Benefits Fund	Health Insurance, Retirees	AMERICAN REPUBLIC		424.89
						Check Total:
67311	03/28/2016	Internal Service Fund	Professional Services	ASSOCIATES LOCK		294.48
						Check Total:
67312	03/28/2016	General Fund	Communications	AT and T		489.88
67312	03/28/2016	General Fund	Communications	AT and T		245.68
67312	03/28/2016	Northwood Village LD	Communications	AT and T		102.86
67312	03/28/2016	Water Enterprise Fund	Communications	AT and T		514.30
67312	03/28/2016	Sewer Enterprise Fund	Communications	AT and T		268.60
67312	03/28/2016	Internal Service Fund	Communications	AT and T		2,130.20
						Check Total:
67313	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	ATWATER IRRIGATION INC.		12.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	12.38
67314	03/28/2016	Internal Service Fund	Professional Services	ATWATER TIRE SERVICE INC.		27.50
					Check Total:	27.50
67315	03/28/2016	Water Enterprise Fund	Accounts Payable	ARMANDO AVINA		22.62
					Check Total:	22.62
67316	03/28/2016	General Fund	Professional Services	BARTEL ASSOCIATES		3,500.00
					Check Total:	3,500.00
67317	03/28/2016	Water Enterprise Fund	Special Departmental Expense	BC LABORATORIES INC.		256.00
67317	03/28/2016	Water Enterprise Fund	Special Departmental Expense	BC LABORATORIES INC.		16.00
67317	03/28/2016	Water Enterprise Fund	Special Departmental Expense	BC LABORATORIES INC.		16.00
					Check Total:	288.00
67318	03/28/2016	General Fund	Training	BEN CLARK TRAINING CENTER		104.00
					Check Total:	104.00
67319	03/28/2016	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		96.73
67319	03/28/2016	General Fund	Maint. Buildings & Grounds	BIG CREEK LUMBER COMPANY		22.31
67319	03/28/2016	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		13.42
67319	03/28/2016	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		27.52
67319	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		10.94
					Check Total:	170.92
67320	03/28/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	BOOT BARN		194.39
67320	03/28/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	BOOT BARN		200.00
67320	03/28/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	BOOT BARN		194.39
					Check Total:	588.78
67321	03/28/2016	Water Enterprise Fund	Special Departmental Expense	BORGES & MAHONEY CO.		159.39
67321	03/28/2016	Water Enterprise Fund	Special Departmental Expense	BORGES & MAHONEY CO.		1,040.63
					Check Total:	1,200.02
67322	03/28/2016	Internal Service Fund	Special Departmental Expense	CENTRAL SANITARY SUPPLY		1,886.12
67322	03/28/2016	Internal Service Fund	Special Departmental Expense	CENTRAL SANITARY SUPPLY		137.05
					Check Total:	2,023.17
67323	03/28/2016	General Fund	Professional Services	CENTRAL VALLEY TOXICOLOGY INC.		31.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	31.00
67324	03/28/2016	Water Enterprise Fund	Special Departmental Expense	CHEM QUIP, INC.		-450.00
67324	03/28/2016	Water Enterprise Fund	Special Departmental Expense	CHEM QUIP, INC.		866.00
					Check Total:	416.00
67325	03/28/2016	Internal Service Fund	Special Departmental Expense	COLEMAN HEATING & A/C		541.32
67325	03/28/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		115.00
67325	03/28/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		165.00
67325	03/28/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		218.50
67325	03/28/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		176.00
67325	03/28/2016	Internal Service Fund	Special Departmental Expense	COLEMAN HEATING & A/C		188.50
					Check Total:	1,404.32
67326	03/28/2016	Internal Service Fund	Communications	COMCAST CABLE		122.48
					Check Total:	122.48
67327	03/28/2016	Internal Service Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		112.02
67327	03/28/2016	Water Enterprise Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		18.60
67327	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		110.31
67327	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		523.71
67327	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		77.67
					Check Total:	842.31
67328	03/28/2016	Water Enterprise Fund	Professional Services	COOPER CONTROLS		1,867.50
					Check Total:	1,867.50
67329	03/28/2016	General Fund	Uniform & Clothing Expense	CRESCENT WORK & OUTDOOR #1		804.60
67329	03/28/2016	General Fund	Uniform & Clothing Expense	CRESCENT WORK & OUTDOOR #1		804.60
					Check Total:	1,609.20
67330	03/28/2016	General Fund	Professional Services	DELTA WIRELESS & NETWORK SOLUTIONS		270.00
67330	03/28/2016	General Fund	Professional Services	DELTA WIRELESS & NETWORK SOLUTIONS		354.61
67330	03/28/2016	General Fund	Professional Services	DELTA WIRELESS & NETWORK SOLUTIONS		115.00
					Check Total:	739.61
67331	03/28/2016	General Fund	Professional Services	DEPT. OF JUSTICE		236.00
					Check Total:	236.00
67332	03/28/2016	General Fund	Youth Basketball	ANDREW FARETTA		90.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	90.00
67333	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		78.92
67333	03/28/2016	Gas Tax/Street Improvement	Small Tools	FASTENAL COMPANY		23.87
67333	03/28/2016	Internal Service Fund	Special Departmental Expense	FASTENAL COMPANY		11.92
					Check Total:	114.71
67334	03/28/2016	General Fund	Office Supplies	FEDERAL EXPRESS		32.78
					Check Total:	32.78
67335	03/28/2016	General Fund	Special Departmental Expense	DONALD GARCIA		177.29
					Check Total:	177.29
67336	03/28/2016	General Fund	Youth Basketball	JAMES T. GOFF		325.00
					Check Total:	325.00
67337	03/28/2016	General Fund	Youth Basketball	THOMAS E. GOFF		64.00
					Check Total:	64.00
67338	03/28/2016	Water Enterprise Fund	Special Departmental Expense	GROENIGER & COMPANY #1423		541.34
					Check Total:	541.34
67339	03/28/2016	General Fund	Professional Services	GUNRUNNER GUN SHOP		837.00
					Check Total:	837.00
67340	03/28/2016	Water Enterprise Fund	Accounts Payable	ALMA GUTIERREZ		112.58
67340	03/28/2016	Water Enterprise Fund	Accounts Payable	ALMA GUTIERREZ		19.48
67340	03/28/2016	Sanitation Enterprise	Accounts Payable	ALMA GUTIERREZ		5.64
67340	03/28/2016	Sanitation Enterprise	Accounts Payable	ALMA GUTIERREZ		18.07
67340	03/28/2016	Sewer Enterprise Fund	Accounts Payable	ALMA GUTIERREZ		59.65
					Check Total:	215.42
67341	03/28/2016	General Fund	Youth Basketball	ADONIS HILL		45.00
					Check Total:	45.00
67342	03/28/2016	Internal Service Fund	Professional Services	HI-TECH E V S, INC.		2,674.11
67342	03/28/2016	Internal Service Fund	Professional Services	HI-TECH E V S, INC.		1,215.31
					Check Total:	3,889.42
67343	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		7.32

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	7.32
67344	03/28/2016	General Fund	Adult Co-Ed Volleyball	JULIANNE HUERTA		190.00
					Check Total:	190.00
67345	03/28/2016	Water Enterprise Fund	Accounts Payable	CARLOS HURTADO		28.84
67345	03/28/2016	Sewer Enterprise Fund	Accounts Payable	CARLOS HURTADO		71.25
67345	03/28/2016	Sanitation Enterprise	Accounts Payable	CARLOS HURTADO		21.59
67345	03/28/2016	Sanitation Enterprise	Accounts Payable	CARLOS HURTADO		4.73
					Check Total:	126.41
67346	03/28/2016	General Fund	Special Departmental Expense	iPROMTEu		3,114.90
					Check Total:	3,114.90
67347	03/28/2016	General Fund	Training	PATRICIA ISHAM		399.14
					Check Total:	399.14
67348	03/28/2016	General Fund	Professional Services	JJACPA, INC		12,800.00
					Check Total:	12,800.00
67349	03/28/2016	General Fund	Special Departmental Expense	JORGENSEN COMPANY		181.04
67349	03/28/2016	Internal Service Fund	Special Departmental Expense	JORGENSEN COMPANY		113.89
					Check Total:	294.93
67350	03/28/2016	Water Enterprise Fund	Special Departmental Expense	KELLOGG'S SUPPLY		78.15
					Check Total:	78.15
67351	03/28/2016	Water Enterprise Fund	Accounts Payable	DANIEL KIRWAN		91.77
67351	03/28/2016	Water Enterprise Fund	Accounts Payable	DANIEL KIRWAN		7.77
67351	03/28/2016	Sanitation Enterprise	Accounts Payable	DANIEL KIRWAN		1.57
67351	03/28/2016	Sewer Enterprise Fund	Accounts Payable	DANIEL KIRWAN		16.62
67351	03/28/2016	Sanitation Enterprise	Accounts Payable	DANIEL KIRWAN		5.04
					Check Total:	122.77
67352	03/28/2016	Internal Service Fund	Operations & Maintenance	LACAL EQUIPMENT INC.		471.76
					Check Total:	471.76
67353	03/28/2016	General Fund	Special Departmental Expense	LEXISNEXIS RISK DATA MANAGEMENT		180.34
					Check Total:	180.34
67354	03/28/2016	General Fund	Adult Co-Ed Volleyball	AMOS M. MASANLAI		45.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						45.00
67355	03/28/2016	General Fund	Youth Basketball	MCNAMARA SPORTS		37.15
67355	03/28/2016	General Fund	Youth Basketball	MCNAMARA SPORTS		20.84
67355	03/28/2016	General Fund	Youth Basketball	MCNAMARA SPORTS		179.26
67355	03/28/2016	General Fund	Youth Basketball	MCNAMARA SPORTS		145.91
67355	03/28/2016	General Fund	Youth Basketball	MCNAMARA SPORTS		147.74
67355	03/28/2016	General Fund	Youth Basketball	MCNAMARA SPORTS		99.90
Check Total:						630.80
67356	03/28/2016	General Fund	Community Center	PATRICIA MEAD		300.00
67356	03/28/2016	General Fund	Community Center Rental	PATRICIA MEAD		68.00
Check Total:						368.00
67357	03/28/2016	Internal Service Fund	Operations & Maintenance	MERCED CHEVROLET		33.05
Check Total:						33.05
67358	03/28/2016	General Fund	Utilities	MERCED IRRIGATION DISTRICT		534.01
67358	03/28/2016	Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		358.43
67358	03/28/2016	Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		151.85
67358	03/28/2016	Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		17.79
67358	03/28/2016	Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		297.33
67358	03/28/2016	Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		47.41
67358	03/28/2016	Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		50.62
67358	03/28/2016	Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		4.21
67358	03/28/2016	Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		50.62
67358	03/28/2016	Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		182.25
67358	03/28/2016	Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		15.80
67358	03/28/2016	America West LD	Utilities	MERCED IRRIGATION DISTRICT		112.53
67358	03/28/2016	Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		248.21
67358	03/28/2016	Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		15.80
67358	03/28/2016	Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		310.02
67358	03/28/2016	Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		472.88
67358	03/28/2016	Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		286.71
67358	03/28/2016	Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		147.14
67358	03/28/2016	Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		258.08
67358	03/28/2016	Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		9.11
67358	03/28/2016	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		184.01
67358	03/28/2016	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		3,091.96
Check Total:						6,846.77
67359	03/28/2016	General Fund	Special Departmental Expense	MERCED MEDICAL SUPPLY		24.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	24.00
67360	03/28/2016	Sewer Enterprise Fund	Professional Services	MERCED SUN STAR-LEGALS		173.50
					Check Total:	173.50
67361	03/28/2016	General Fund	Professional Services	MUNICIPAL RESOURCE GROUP, LLC		600.00
					Check Total:	600.00
67362	03/28/2016	General Fund	Professional Services	MUNISERVICES LLC		500.00
67362	03/28/2016	General Fund	Professional Services	MUNISERVICES LLC		492.00
					Check Total:	992.00
67363	03/28/2016	General Fund	Office Supplies	THE OFFICE CITY		73.20
67363	03/28/2016	Sewer Enterprise Fund	Office Supplies	THE OFFICE CITY		36.60
67363	03/28/2016	General Fund	Office Supplies	THE OFFICE CITY		155.16
					Check Total:	264.96
67364	03/28/2016	General Fund	Communications	PACIFIC TELEMAGEMENT		78.00
					Check Total:	78.00
67365	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	PACIFIC WATER RESOURCES		8,113.27
					Check Total:	8,113.27
67366	03/28/2016	General Fund	Osborn Park Tennis Courts	PRESTON'S LOCK & KEY		194.00
					Check Total:	194.00
67367	03/28/2016	General Fund	Special Departmental Expense	PRIME SHINE, INC		168.00
					Check Total:	168.00
67368	03/28/2016	General Fund	Special Departmental Expense	R.H.F. INC.		103.00
					Check Total:	103.00
67369	03/28/2016	Sewer Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		9,067.50
67369	03/28/2016	Water Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		11,661.25
					Check Total:	20,728.75
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		365.93
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		365.93
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		545.94
67370	03/28/2016	Water Enterprise Fund	Rents & Leases	RAY MORGAN COMPANY		135.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67370	03/28/2016	Sewer Enterprise Fund	Rents & Leases	RAY MORGAN COMPANY		135.74
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		365.93
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		185.91
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		336.41
67370	03/28/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
Check Total:						2,496.98
67371	03/28/2016	General Fund	Youth Basketball	TRAVANTE RICHARD		135.00
Check Total:						135.00
67372	03/28/2016	General Fund	Youth Basketball	JAMES L. ROBINSON		213.00
Check Total:						213.00
67373	03/28/2016	General Fund	Adult Co-Ed Volleyball	TERRY L. RUST		96.00
Check Total:						96.00
67374	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		1,277.86
67374	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		478.22
Check Total:						1,756.08
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		28.00
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		25.00
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		38.00
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		25.00
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		31.00
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		250.00
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		33.00
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		18.00
67375	03/28/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		31.00
Check Total:						479.00
67376	03/28/2016	Sewer Enterprise Fund	Professional Services	SHANNON PUMP CO.		2,800.83
67376	03/28/2016	Sewer Enterprise Fund	Professional Services	SHANNON PUMP CO.		1,610.01
Check Total:						4,410.84
67377	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	SHAPE, INCORPORATED		1,423.60
Check Total:						1,423.60
67378	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA DISPLAY, INC.		227.71
67378	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	SIERRA DISPLAY, INC.		227.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	455.42
67379	03/28/2016	Water Enterprise Fund	Accounts Payable	BRITTANY SILVEIRA		86.76
					Check Total:	86.76
67380	03/28/2016	Water Enterprise Fund	Special Departmental Expense	SJVAPCD		502.00
67380	03/28/2016	Water Enterprise Fund	Special Departmental Expense	SJVAPCD		502.00
67380	03/28/2016	Water Enterprise Fund	Special Departmental Expense	SJVAPCD		252.00
67380	03/28/2016	Water Enterprise Fund	Special Departmental Expense	SJVAPCD		625.00
67380	03/28/2016	Water Enterprise Fund	Special Departmental Expense	SJVAPCD		252.00
67380	03/28/2016	Water Enterprise Fund	Special Departmental Expense	SJVAPCD		252.00
67380	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	SJVAPCD		785.00
					Check Total:	3,170.00
67381	03/28/2016	General Fund	Special Departmental Expense	SPEEDO CHECK		576.00
					Check Total:	576.00
67382	03/28/2016	General Fund	Uniform & Clothing Expense	SUN BADGE COMPANY		266.96
					Check Total:	266.96
67383	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	SWRCB FEES		6,639.00
					Check Total:	6,639.00
67384	03/28/2016	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		1,785.16
67384	03/28/2016	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		6,237.56
					Check Total:	8,022.72
67385	03/28/2016	General Fund	Donations	THE SIGN GUYS		896.16
67385	03/28/2016	General Fund	Professional Services	THE SIGN GUYS		23.52
					Check Total:	919.68
67386	03/28/2016	Water Enterprise Fund	Special Departmental Expense	THE UPS STORE		9.29
67386	03/28/2016	Water Enterprise Fund	Special Departmental Expense	THE UPS STORE		17.20
					Check Total:	26.49
67387	03/28/2016	Sewer Enterprise Fund	Small Tools	TRACTOR SUPPLY CREDIT PLAN		18.35
67387	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		14.02
67387	03/28/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	TRACTOR SUPPLY CREDIT PLAN		205.19
67387	03/28/2016	Sewer Enterprise Fund	Small Tools	TRACTOR SUPPLY CREDIT PLAN		147.30
67387	03/28/2016	Internal Service Fund	Operations & Maintenance	TRACTOR SUPPLY CREDIT PLAN		10.79

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	395.65
67388	03/28/2016	Internal Service Fund	Professional Services	TRIPP SECURITY SYSTEMS		650.00
					Check Total:	650.00
67389	03/28/2016	General Fund	Youth Basketball	TROPHY CASE		2,085.75
67389	03/28/2016	General Fund	Special Departmental Expense	TROPHY CASE		149.04
					Check Total:	2,234.79
67390	03/28/2016	Risk Management Fund	Disability Insurance	UNUM LIFE INSURANCE		616.93
67390	03/28/2016	Risk Management Fund	Disability Insurance	UNUM LIFE INSURANCE		2,495.80
67390	03/28/2016	Risk Management Fund	Life Insurance	UNUM LIFE INSURANCE		1,114.62
67390	03/28/2016	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		256.71
67390	03/28/2016	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		1,445.20
67390	03/28/2016	General Fund	Life Insurance Payable	UNUM LIFE INSURANCE		185.92
					Check Total:	6,115.18
67391	03/28/2016	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,800.00
					Check Total:	1,800.00
67392	03/28/2016	Sewer Enterprise Fund	Professional Services	FABIAN VELAZQUEZ		80.00
					Check Total:	80.00
67393	03/28/2016	Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA OPERATINC		148,046.02
					Check Total:	148,046.02
67394	03/28/2016	General Fund	Communications	VERIZON WIRELESS		1,318.34
67394	03/28/2016	Gas Tax/Street Improvement	Communications	VERIZON WIRELESS		44.37
67394	03/28/2016	General Fund	Communications	VERIZON WIRELESS		240.97
67394	03/28/2016	General Fund	Communications	VERIZON WIRELESS		234.69
67394	03/28/2016	Sewer Enterprise Fund	Communications	VERIZON WIRELESS		90.78
67394	03/28/2016	Measure H Fund	Communications	VERIZON WIRELESS		54.03
67394	03/28/2016	Water Enterprise Fund	Communications	VERIZON WIRELESS		155.93
67394	03/28/2016	Internal Service Fund	Communications	VERIZON WIRELESS		10.81
67394	03/28/2016	CFD Districts	Communications	VERIZON WIRELESS		54.03
67394	03/28/2016	General Fund	Communications	VERIZON WIRELESS		54.03
67394	03/28/2016	General Fund	Communications	VERIZON WIRELESS		54.03
67394	03/28/2016	General Fund	Communications	VERIZON WIRELESS		677.71
67394	03/28/2016	Internal Service Fund	Communications	VERIZON WIRELESS		10.81
67394	03/28/2016	Gas Tax/Street Improvement	Communications	VERIZON WIRELESS		38.01
					Check Total:	3,038.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
67395	03/28/2016	General Fund	Special Departmental Expense	VIGILANT CANINE SERVICES		250.00
				Check Total:		250.00
67396	03/28/2016	Risk Management Fund	Life Insurance	VOYA RETIREMENT INSURANCE		36.26
				Check Total:		36.26
67397	03/28/2016	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		13.88
				Check Total:		13.88
67398	03/28/2016	General Fund	Youth Basketball	ROBERT WEAR		130.00
				Check Total:		130.00
67399	03/28/2016	Gas Tax/Street Improvement	Professional Services	WEST COAST ARBORISTS, INC.		29,256.00
				Check Total:		29,256.00
67400	03/28/2016	Internal Service Fund	Utilities	WGL ENERGY SYSTEMS, INC		1,498.59
67400	03/28/2016	Water Enterprise Fund	Utilities	WGL ENERGY SYSTEMS, INC		15,071.39
				Check Total:		16,569.98
67401	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		64.35
67401	03/28/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	WINTON HARDWARE		5.90
67401	03/28/2016	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		8.05
67401	03/28/2016	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		28.68
67401	03/28/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		6.86
67401	03/28/2016	Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		5.07
				Check Total:		118.91
67402	03/28/2016	Risk Management Fund	Surety Bonds	WINTON-IRELAND & STORM		100.00
				Check Total:		100.00
67403	03/28/2016	Water Enterprise Fund	Accounts Payable	WISDOM PROPERTY MGMT		46.26
67403	03/28/2016	Sewer Enterprise Fund	Accounts Payable	WISDOM PROPERTY MGMT		114.00
67403	03/28/2016	Sanitation Enterprise	Accounts Payable	WISDOM PROPERTY MGMT		10.77
67403	03/28/2016	Sanitation Enterprise	Accounts Payable	WISDOM PROPERTY MGMT		34.54
				Check Total:		205.57
67404	03/28/2016	General Fund	Adult Co-Ed Volleyball	DONALD K WOODS		102.00
				Check Total:		102.00
67405	03/28/2016	Internal Service Fund	Operations & Maintenance	X-ERGON		105.77

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	105.77
67406	03/28/2016	General Fund	Youth Basketball	RICHARD ZAMARRIPA		75.00
					Check Total:	75.00
67407	03/28/2016	General Fund	Adult Co-Ed Volleyball	RICHARD A. ZAMARRIPA		119.00
					Check Total:	119.00
					Report Total:	668,094.21



# CITY OF ATWATER

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## CITY COUNCIL

### ACTION MINUTES

**March 14, 2016**

OPEN SESSION: (Council Chambers)

*The City Council of the City of Atwater met in Open Session this date at 5:11 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, Rivero, Vineyard, Mayor Price*

**Absent:** *Mayor Pro Tem Bergman*

**Staff Present:** *City Manager/Police Chief Pietro, City Attorney Terpstra, 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 adjourned the meeting to Conference Room A for Closed Session at 5:13 PM. Closed Session was called to order at 5:15 PM.*

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

Public Employment Appointment – Government Code Section 54957 – Title: CAL FIRE Battalion Chief

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

Property Locations: APN 001-134-012  
APN 001-134-015

***Closed Session adjourned at 5:50 PM.***

REGULAR SESSION: (Council Chambers)

***The City Council of the City of Atwater met in Regular Session this date at 6:01 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.***

INVOCATION:

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

ROLL CALL:

***Present: City Council Members Raymond, Rivero, Vineyard, Mayor Price***

***Absent: Mayor Pro Tem Bergman***

***Staff Present: City Manager/Police Chief Pietro, City Attorney Terpstra, CAL FIRE Battalion Chief Pimentel, Police Lieutenant Joseph, Community Development Director McBride, Interim Public Works Director Faretta, Finance Director Deol, City Clerk Del Real, Recording Secretary Bengtson-Jennings***

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

***City Attorney Terpstra reported that no action was taken, and staff was given direction to proceed with negotiations regarding property disposition. The Closed Session agenda was completed.***

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

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

***Agenda item #17 under Funding and Budget Matters, "Approving refinancing CalPERS Side Fund (a portion of the City's unfunded liability) for Miscellaneous and Safety Plans," was removed from the agenda in its entirety, to be placed on a future regular City Council meeting agenda.***

***MOTION: City Council Member Vineyard moved to approve the agenda as amended. The motion was seconded by City Council Member Rivero and the vote was: Ayes: Vineyard, Raymond, Rivero, Price; Noes: None; Absent: Bergman. The motion carried.***

CEREMONIAL MATTERS:

Presentation of Certificates of Appreciation from Merced County Veterans to City of Atwater (Merced County Veterans Service Officer John Ceccoli)

***Merced County Veterans Service Officer John Ceccoli presented certificates of appreciation to Police Chief Pietro and Police Officer Dash for their efforts refurbishing and donating bicycles to homeless veterans for transportation.***

PRESENTATIONS:

Monthly verbal report by Merced County District 3 Supervisor McDaniel

***Merced County District 3 Supervisor McDaniel thanked John Ceccoli for his support of the veterans and he reported on several items:***

- ***Merced County is accepting nominations for its annual volunteer recognition program. Applications are available at [www.co.merced.ca.us/volunteer](http://www.co.merced.ca.us/volunteer).***
- ***Although the County has received above normal rains the past few days, reservoir water levels are down, and the drought still exists. Sandbags are available at all County fire stations and the County yard on Thornton Road.***
- ***Mobile office hours are the fourth Thursday of every month from 1:30 - 3:30 PM in the City Council Chambers.***
- ***Community plans are completed and in place for Planada, Le Grand, and Winton.***
- ***Three additional sales are pending at Castle Commerce Center.***

Transportation Expenditure Plan (Merced County Association of Governments Executive Director Marjie Kirn)

***Merced County Association of Government Executive Director Marjie Kirn spoke regarding the County's ½ cent sales tax Transportation Expenditure Plan to generate new revenue necessary to maintain local streets and roads and to expand regional roads and highways over the next three decades. She asked that***

*this item be placed on a future regular City Council meeting agenda for discussion and possible support/action.*

COMMENTS FROM THE PUBLIC:

*Notice to the public was read.*

*GLORIA PEREZ, Project Coordinator – Love Atwater, thanked the City Council for their support of the program and announced the next community service event will be held April 23, 2016 beginning with a rally at Ralston Park at 8:00 AM. Those wishing to volunteer may visit [loveatwater.com](http://loveatwater.com).*

*JEANIE KNIGHT, Atwater, questioned when City employees may be reinstated to “full time” and not furlough.*

*City Manager Pietro stated that the City’s financial situation does not look good at present.*

*No one else came forward to speak.*

CONSENT CALENDAR:

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

WARRANTS:

1. a) February 22, 2016
- b) March 14, 2016

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

MINUTES: (City Council)

2. a) Regular meeting, February 8, 2016
- b) Special meeting, February 25, 2016

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

MINUTES: (Commissions)

3. Community Development and Resources, January 20, 2016

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

RESOLUTIONS:

4. Consents to inclusion of City of Atwater properties in California Home Finance Authority PACE Programs and Associate Membership in California Home Finance Authority (Community Development Director McBride)

***ACTION: Adoption of Resolution No. 2873-16 consenting to inclusion of properties within the City's jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to finance renewable energy improvements, energy efficiency and water conservation improvements, and electric vehicle charging infrastructure and approving Associate Membership in the Joint Exercise of Powers Authority related thereto (SB555); and adoption of Resolution No. 2874-16 consenting to inclusion of properties within the City's jurisdiction in the California Home Finance Authority program to finance renewable energy generation, energy and water efficiency improvements, and electric vehicle charging infrastructure and approving Associate Membership in the Joint Exercise of Powers Authority related thereto (AB811); and authorizes and directs the City Manager to execute any documents relating to participation on behalf of the City.***

AGREEMENTS:

5. Approval of participation in the Merced Integrated Regional Water Management Authority and authorizing execution of the Joint Powers Agreement (Water Division Manager/Chief Operator Shaw)

***ACTION: Approval of participation in the Merced Integrated Regional Water Management Authority and authorizes and directs the Mayor to execute the Joint Powers Agreement, in a form approved by the City Attorney, on behalf of the City.***

6. Approval of professional services agreement with VVH Consulting Engineers, Inc. for on call general engineering services (Community Development Director McBride)

***ACTION: Approval of professional services agreement, in a form approved by the City Attorney, with VVH Consulting Engineers, Inc. (VVH) for on call general engineering services; and authorizes the City Manager to execute the agreement on behalf of the City.***

REPORTS:

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

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

PUBLIC IMPROVEMENTS:

8. Acceptance of new Tier 4 water truck (Water Division Manager/Chief Operator Shaw)

***ACTION: Acceptance of work done under contract to manufacture and deliver a new Tier 4 water truck, City Project No. 14-6, Bid Call No. 671-15; authorizes the City Manager to sign a Notice of Completion and have it recorded on behalf of the City; and authorizes a final payment in the amount of \$113,290.92.***

CLAIMS AGAINST THE CITY:

9. Claim No. 2016-2

***ACTION: After consideration and investigation, it is staff's recommendation that Claim No. 2016-2 be rejected.***

10. Claim No. 2016-3

***ACTION: After consideration and investigation, it is staff's recommendation that Claim No. 2016-3 be rejected.***

PETITIONS:

11. Approval of Atwater Youth Baseball, Softball, & T-ball's (AYBS&T) request for assistance with Opening Day ceremonies

***ACTION: Approval of request for assistance with AYBS&T Opening Day ceremonies on March 19, 2016 from 8:00 AM – 10:00 AM; to set out barricades and "No Parking" signs; to help control traffic and parking; and to assist with the "Procession of Players" beginning at Broadway Avenue and Fifth Street and ending at Memorial Park.***

INFORMATIONAL ITEMS ONLY (NO ACTION REQUIRED):

12. Police Department activities and projects for the month of February, 2016 (Police Lieutenant Joseph)
13. Police Volunteer activities for the month of February, 2016 (Police Volunteer Vineyard)
14. Fire Department activities and projects for the month of February, 2016 (CAL FIRE Battalion Chief Pimentel)
15. Public Works Department activities and projects for the month of February, 2016 (Interim Public Works Director Faretta)

FUNDING AND BUDGET MATTERS:

Accepting Audited Financial Statements for the fiscal year ended June 30, 2015 (Finance Director Deol)

***Joseph Arch, President/CEO, JJACPA, Inc. spoke regarding the City's financial statements for the fiscal year ended June 30, 2015 and the firm's "unqualified opinion" as a result of the General Fund's negative fund balance.***

***MOTION: Mayor Price moved to accept the Audited Financial Statements for the fiscal year ended June 30, 2015; The motion was seconded by City Council Member Vineyard and the vote was: Ayes: Raymond, Vineyard, Rivero, Price; Noes: None; Absent: Bergman. The motion carried.***

Approving refinancing CalPERS Side Fund (a portion of the City's unfunded liability) for the Miscellaneous and Safety Plans (Finance Director Deol)

***This item was removed from the agenda in its entirety, to be placed on a future regular City Council meeting agenda.***

CITY ATTORNEY REPORTS/UPDATES:

Adopting resolution declaring City's intent to track water usage using two methods for State-mandated water reporting

***City Attorney Terpstra announced a correction to the staff report and resolution, that the Atwater Elementary School District, Atwater High School District, Teasdale Foods, and Federal Bureau of Prisons are supplied with potable water, not non-potable water.***

***MOTION: City Council Member Rivero moved to adopt Resolution No. 2877-16 declaring City's intent to track water usage using two methods; first, by including all users of water including the Atwater Elementary School District, Atwater High School District, Teasdale Foods, and the Federal Bureau of Prisons; and second, by excluding the aforementioned customers for State-mandated water reporting as amended, to change the reference of non-potable water to potable water. The motion was seconded by City Council Member Raymond and the vote was: Ayes: Vineyard, Rivero, Raymond, Price; Noes: None; Absent: Bergman. The motion carried.***

CITY COUNCIL MATTERS:

Discussion regarding MOU among the agencies within the Merced Groundwater Subbasins following the Sustainable Groundwater Management Act (SGMA) (City Council Member Vineyard)

***City Council Member Vineyard spoke regarding the possibility of the City entering into a joint powers agreement with agencies within the Merced Groundwater Subbasins to form a united groundwater sustainable plan.***

***Mayor Price asked that John Sweigard with Merced Irrigation District (MID) be invited to attend a future regular City County meeting to speak on this matter.***

***City Council Member Rivero asked that City Attorney Terpstra look into the legal ramifications of the MOU.***

City Council comments and requests for future agenda items

***City Council Member Raymond asked the community to pray for our Police Officers; they need all of the resources and support they can get. He reminded everyone of the reason for Easter stating Easter is about the resurrected King.***

***City Council Member Vineyard asked that the City's water ordinance be placed on a future regular City Council meeting agenda for review, discussion, and possible action. He announced several upcoming events: March 19, 2016, Spring Clean-Up Day across the street from the Atwater Corporation Yard on Aviator Drive from 7:00 AM – 2:00 PM wherein proof of residency is required; April 16, 2016, Atwater Chamber of Commerce Golf Tournament at Rancho Del Rey; April 16, 2016, Castle Air Museum and Car Show from 9:00 AM – 3:00 PM; April 23, 2016, Love Atwater; and April 26, 2016, Worknet Job Fair at 1390 Broadway Avenue from 10:00 AM – 3:00 PM.***

***City Council Member Rivero commended the City of Atwater for its outstanding youth programs and announced that March 24, 2016 at 9:30 AM is the Atwater City Track Meet at Atwater High School in which 500-600 youth participate.***

***Mayor Price praised the Atwater Police Officers who responded to a recent motor vehicle accident stating their quick actions saved a life. He reported that several City Council members and staff recently attended an ICSC trade show in Monterey for businesses looking to expand and several contacts were made. He announced several more upcoming events: May 14, 2016, Welcome Home Heroes and Job Fair at Castle to honor veterans and first responders; March 24, 2016, Public Coffee Meeting with Adam Gray at Brooks Ranch at 9:00 AM to discuss state and legislative issues that affect the community; and March 25, 2016, Ribbon Cutting Ceremony for the Atwater/Merced Expressway at 2:00 PM.***

CLOSED SESSION:

***Closed Session was not necessary.***

ADJOURNMENT:

***The meeting adjourned at 6:55 PM.***

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JEANNA DEL REAL, CMC  
CITY CLERK

By: Kim Bengtson-Jennings,  
Recording Secretary



# CITY OF ATWATER

## COMMUNITY DEVELOPMENT AND RESOURCES COMMISSION

### ACTION MINUTES

February 17, 2016

#### CALL TO ORDER:

*The City of Atwater Community Development and Resources Commission 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; Chairperson Brice presiding.*

#### PLEDGE OF ALLEGIANCE TO THE FLAG:

*The Pledge of Allegiance was led by Chairperson Brice.*

#### INVOCATION:

*The Invocation was led by Police Chaplain Lee.*

#### ROLL CALL:

**Present:** Commissioners Brice, Dash, Daugherty, Hyler III, McWatters, Murphy III, Reed,

**Absent:** None

**Staff Present:** Police Lieutenant Joseph, Community Development Director McBride, Interim Public Works Director Faretta, Senior Planner Hendrix, Recording Secretary Mead.

**Staff Absent:** Recreation Supervisor Barton

COMMENTS FROM THE PUBLIC:

**Notice to the public was read.**

MINUTES:

Regular Meeting, February 17, 2016

**MOTION: Commissioner Dash moved to approve the minutes with correction. The motion was seconded by Commissioner Reed and the vote was: Ayes: Brice, Dash, Hyler III, McWatters, Murphy III, Reed; Noes: None; Absent: None; Abstained: Daugherty. The motion carried.**

The correction is as follows: Commissioner Hyler 's vote should have been reflected as **Abstained** instead of Ayes to the motion for Vice Chairperson, under the Community Development and Resources Commission Organization agenda item.

REPORTS AND PRESENTATIONS FROM STAFF

Verbal update regarding the Ferrari Project Program Environmental Impact Report.

**Community Development Director McBride provided an overview pertaining to the draft Environmental Impact Report and the commissioner's role in the Environmental Impact Report process. Director McBride reported the Environmental Impact Report at the program level will address the master plan level, annexation, parcel map, pre-zoning, zone general plan amendments and the process with streamline the mitigation impacts. He provided the commissioners a copy of the draft for their review.**

Verbal update on the Housing Element Update

**Community Development Director McBride provided the commissioners information regarding housing elements and why they are required. He reported the project is funded by the Ferrari Ranch Project. Director McBride informed the commissioners of a Housing Element Community Workshop on March 1, 2016 from 6:00 P.M. to 7:00 P.M. located in the City Council Chambers located at 750 Bellevue Road. He stressed the housing element follows state requirements and may require municipal code changes. Director McBride reported a draft will be made available to the commissioners when the draft is finished.**

COMMISSIONER MATTERS

**Comments from Community Development and Resources Commissioners**

**Commissioner Dash thanked Interim Public Works Director Faretta for sending crews out to correct the depressed asphalt at 5<sup>th</sup> Street. (Interim Public Works**

**Director Faretta comments were inaudible). She further thanked Code Enforcement Officer Velasquez for his efforts in speaking with the business owners about their signage. Dash inquired if Pineda Auto Sales are a slow start-up business as there are 5 cars on the lot.**

**Commissioner Daugherty-No Comments.**

**Commissioner Reed – Inquired about the Choice Motors car lot sales. Commissioner Reed mentioned the event utilized the whole area of the parking lot for vehicles for sale, personal vehicles, and sales office trailers. He further added he reviewed the meeting minutes and the conditions stated 60 spaces were to be used. Commissioner Reed asked for a review of the Conditional Use Permit.**

**Commissioner Murphy inquired if it would be valuable if the commission can formally request the City Council to take action on the General Plan. He further reported to Interim Faretta Shaffer Road between Juniper Avenue and Atwater Boulevard there is a section of roadway that is cracking and sinking below the grade of the road.**

**Commissioner McWatters-no comments**

**Commissioner Hyler III asked if Director McBride could provide an update on the Winton Way Project and the Buhach /Juniper Avenue Development. Hyler III asked where he could find future plans for high density housing. Commissioner Hyler III inquired about the homeless camp in Atwater.**

**Director McBride reported the Winton Way project will be completed by mid April 2016 weather permitting. He further reported the recently approved Stop Sign at Olive Avenue and Winton Way will be incorporated with the Winton Way project. Director McBride mentioned the City of Atwater is making progress on the environment document for the Buhach Road and Juniper Avenue project. McBride further reported that there are no High Density projects. Police Lt. Joseph and Code Enforcement Officer Velasquez provided an overview of the Police Departments efforts to resolve the homeless camp issues.**

**Commissioner Brice thanked Code Enforcement Officer Velasquez for his efforts. He reminded everyone the City Council Meeting for Monday February 22, 2016 has been canceled.**

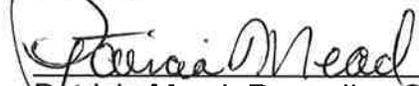
**ADJOURNMENT:**

**The meeting adjourned at 7:00 PM.**

**APPROVED:**

  
\_\_\_\_\_  
Chairperson Brice

**ATTEST:**

  
\_\_\_\_\_  
Patricia Mead, Recording Secretary

February 29, 2016

Honorable Mayor and Members  
of the Atwater City Council

Atwater City Council Meeting  
March 14, 2016

**AUTHORIZE CONTRACT FOR PROFESSIONAL SERVICES WITH JLB  
TRAFFIC ENGINEERING INC., FOR CMAQ PROJECT CML-5254(021)**

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Approve a contract for professional services 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,
2. Authorize the City Manager to execute the agreement on behalf of the City of Atwater.

**BACKGROUND:**

In July 2014, the City of Atwater obtained a Congestion Management and Air Quality (CMAQ) grant to fund preliminary design, engineering, and construction for a raised median on Applegate Road between the State Hwy 99 overhead and Commerce Ave., a new traffic signal at Olive Ave. and Winton Way, and traffic signal synchronization.

The City added several new traffic signals to accommodate new commercial and residential development in the area near Applegate Road-Winton Way and the State Highway 99 exit for Applegate Road. Because these signals were installed incrementally as warranted for each specific development project, they currently operate independent of each other. Safety issues related to the existing signal timing, as well as vehicular air emissions can be improved through signal timing and signal interconnect synchronization. The project will also place a traffic signal at Winton Way and Olive Avenue, which currently lacks an existing controlled intersection and causes left turn movement issues. A raised concrete median island will also be constructed to eliminate left turns from the Atwater Gateway Shopping Area near the intersection of Applegate Road and Commerce Avenue-Bell Drive. The signal located on Applegate Road between Sycamore Drive and Bell Drive will have communication between the traffic signals across SR 99 to reduce vehicular air emissions and increase safety by interconnecting the existing and proposed traffic signals with fiber optic systems and incorporating coordinated signal timing plans.

**ANALYSIS:**

In November 2015 the City Council provided authority to issue a Request for Proposals (RFP) to find qualified firms capable of completing the design and engineering work. Three proposals were submitted. They were reviewed by representatives of the Atwater Police Department, Public Works Department, and Community Development Department. A simple rating matrix has been created based upon RFP evaluation criteria. Within the RFP the following items were included as the evaluation criteria;

- Firm Qualifications – technical experience, staff qualifications
- Management Approach – methodology, quality control
- Work Plan – delivery schedule and implementation steps
- Overall Presentation – overall clarity and responsiveness

Within the Rating Matrix an “X” mark identifies meeting the overall intent of the evaluation criteria. An open box demonstrates a deficiency or weakness. The Rating Matrix is included as “**Exhibit A.**”

After the rating process criteria Staff identified two firms that met all criteria of the RFP equally. They also met the designated Disadvantaged Business Enterprise (DBE) goal, however one only met only the minimum of 5% and the other was a 46%. However JLB Traffic Engineering’s costs were \$48,558.76 compared to \$59,400.00 as proposed by Minagar & Associates Inc. Based on the cost of the work Staff is recommending the selection of JLB Traffic Engineering.

**FISCAL IMPACT:**

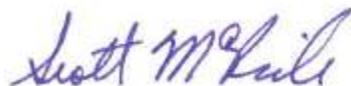
Funding for 88.53% of the Preliminary Engineering of this project has been authorized under CMAQ Project CML-5254(021) in the amount of \$53,304, with a 11.47% local match in the amount of \$6,906 being required by the City for a total PE amount of \$60,210.

Sufficient funding for the PE portion of this project is contained in the Capital Improvement Plan for FY 2015/16; General Fund Capital, Traffic Signal Synchronization Project, Account No. 0003.1080.L001. Funding for Construction of this project will be programmed in FY 2017/18 for a total project cost of \$547,558.

**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

**Exhibit A - Ranking Matrix**

Firm Name	Experience - Qualifications	Clarity of Work - Work Plan	Approach - Proposals Responsiveness	DBE Goal	Project Cost
JLB Traffic Engineering	X	X	X	X	X
Minagar & Associates	X	X	X	X	
TJKM	X		X	X	

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ATWATER AND JLB TRAFFIC ENGINEERING, INC. (JLB)

This Professional Services Agreement ("Agreement") for consulting services is made by and between the City of Atwater ("City") and JLB TRAFFIC ENGINEERING, INC. ("JLB" or Consultant") as of March 21, 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 Engineering Services for traffic signal infrastructure improvement and traffic synchronization as described in the Scope of Work 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 Forty-Eight Thousand Five Hundred Fifty-Eight and 76/100 Dollars (\$48,558.76) on a time-and-materials basis and in accordance with the hourly rates 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 (a Fixed fee proposal);
- 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, task order issued by City 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.

#### **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 to the extent 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, to the extent related to consultant's Scope of Work. 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' negligent 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. 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 in the event of a claim.

**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 insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**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, 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.

Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, incidental, indirect, punitive, liquidated, delay or consequential damages of any kind including but not limited to lost profits or use of property, facilities or resources, that may result from this Agreement, or out of any goods or services furnished hereunder.

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. Consultant not liable for any re-use of documents other than their intended purpose.
- 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.

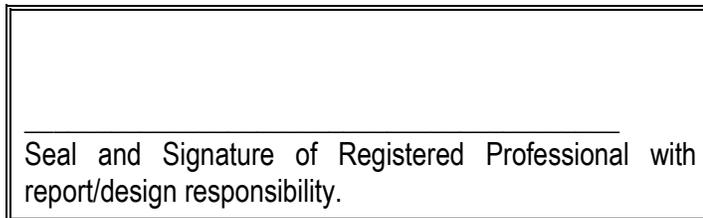
10.10 **Notices.** Any written notice to Consultant shall be sent to:

**JLB TRAFFIC ENGINEERING, Inc**  
**516 W. Shaw Ave., Ste. 200**  
**Fresno, CA 93704**

Any written notice to City shall be sent to:

**Community Development Director**  
**Scott McBride**  
**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 Work 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.

**[SIGNATURES ON FOLLOWING PAGE]**

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

CITY OF ATWATER

CONSULTANT

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**Frank Pietro,  
City Manager**

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**JLB TRAFFIC ENGINEERING, Inc.**

Attest:

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**Jeanna Del Real, CMC  
City Clerk**

Approved as to Form:

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**Thomas Terpstra,  
City Attorney**



## F. Proposed Scope of Work and Schedule

### Project Understanding

The City of Atwater obtained a Congestion Mitigation Air Quality (CMAQ) grant to fund traffic signal infrastructure improvement and traffic synchronization along the following corridors:

1. Bell Lane approximately 350 feet north of Bell Drive
2. Bell Drive @ Bell Lane
3. Applegate Road @ Commerce / Bell
4. Applegate Road @ Sycamore Avenue
5. Applegate Road @ Atwater Boulevard
6. Winton Way @ Olive Avenue (New signal)

In addition, the raised concrete median on Applegate Road is proposed to be installed on the north leg of the intersection at Commerce Avenue from the crosswalk and extend northerly for approximately 275 feet.

Our understanding of the project and proposed approach, detailed below, is a result of the JLB Team's experience in preparing numerous traffic operational analysis studies along with various signal timing and synchronization projects. We will use our expertise, local knowledge and experience to benefit the City. JLB has assembled a strong team for the design of the wireless signal interconnect system, the new traffic signal, the raised median, and the Traffic signal synchronization. Stantec of the JLB Team will complete the traffic operations and simulation to evaluate and recommend improvements for the study intersections/corridor in the City, which would improve traffic safety and reduce congestion while complying with the current Manual of Uniform Traffic Control Devices on signal timing.

### PS&E Key Issues

Some of the key issues that will be addressed early in the PS&E phase are:

- Acquisition of a new point of electrical service for the new traffic signal.
- Utility coordination: This includes that we ensure that the design of the traffic signal equipment maintains minimum power line clearance requirements.
- Obtain available information on existing and proposed underground and overhead utilities such as sewer, water, power, phone, cable and storm drain. As JLB has recently completed the design of the Applegate Road at Atwater Boulevard, we have current contacts for most, if not all, of the existing utilities in the area.
- Determine a signal phasing plan based on traffic operational studies which include existing and projected traffic volumes and patterns.
- Discuss coordination, pedestrian and vehicular traffic safety, project impacts, goals, and schedule.

ADA ramps and marked crosswalks are also important components of the new signal PS&E. For this reason, JLB will coordinate with City staff early on to determine the type of ADA ramps to be installed and whether these will be single or dual ramps. Based on JLB's review of the project site, single ADA ramps are recommended. The number and location of ADA ramps plays an important role in the

determination of the intersection crosswalks. These are some, but not necessary all, of the key issues that will be addressed early in the PS&E phase to ensure a smooth and timely completion of the design and its construction.

## Assumptions

The following assumptions have been made in the preparation of this scope of work by the JLB Team:

- The preparation of construction traffic management plans or traffic control plans are not included in the scope of work.
- Advance Yellow Flashing Beacons are not included in the scope of work.
- ISO illumination studies are not included in the scope of work.
- Preparation of Traffic Signal Warrants are not included in the scope of work.
- Field inspection or resident engineer services in not included in the scope of work
- Preparation of As-built plans is not included in the scope of work
- This scope of work and fee assumes that the topographic survey is a non-prevailing wage item.
- Acquisition of right of way is not required.
- Environmental services is not included in the scope of work.

## Work Plan – Project Approach

As part of the project, the JLB Team will be required to develop optimized signal timing plans for the study intersections. For all intersections, the JLB Team will conduct traffic counts for the a.m., mid-day, and p.m. peak periods and will conduct level of service (LOS) analyses using methods prescribed in the Highway Capacity Manual (HCM). Stantec of the JLB Team has the capability to conduct such analyses using Synchro, TRANSYT-7F, PASSER II and/or Vistro. A model will be developed and calibrated to match the overall traffic parameters observed in the field for the study corridor. This will be verified using the micro-simulation model (e.g. SimTraffic).

The primary objective of the project is to optimize the signal timing and provide a synchronization plan for the identified study intersections. The JLB Team proposes the following tasks in order to complete the project meeting all the project objectives identified in the RFP:

- Task 1 – Kickoff Meeting and Project Management
- Task 2 – Topographic Survey
- Task 3 – Traffic Signal Synchronization and Timing
  - Task 3.1 – Project Initiation
  - Task 3.2 – Field Review and Data Collection
  - Task 3.3 – Existing Conditions Model Development and Calibration
  - Task 3.4 – Draft Signal Timing Recommendations
  - Task 3.5 – Final Signal Timing Recommendations
  - Task 3.6 – Field Implementation and Fine Tuning
  - Task 3.7 – Travel Time Studies and Final Report
  - Task 3.8 – Meetings
- Task 4 – Utility Coordination
- Task 5 – Wireless Interconnect, Traffic Signal, Median, and Signing and Striping PS&E



## Project Management and Quality Control

The Project Management Framework identifies the key tasks that will help our Project Team to manage risks and build quality assurance into this project. These tasks also represent the project requirements and will be integrated into our Scope of Work.

- Prepare a proposal that includes a preliminary Project Plan including scope, project budget, resources, deliverables, and schedule. Conduct and document an independent review of the final proposal.
- Obtain written instructions to proceed and execute an approved written contract. Obtain written subconsultant agreements (if applicable).
- Prepare a Project Plan to an appropriate level of detail. Conduct and document an independent review.
- Establish hard copy and/or electronic project record directories and file project records accordingly.
- Monitor the Project Management Dashboard on a regular basis. Follow best practices for managing project financials, including time charges, work in progress (WIP), accounts receivable (AR), and estimates to complete (ETC).
- Conduct and document a quality review of all final\* deliverables prior to issue.
- Conduct and document an independent review of all final\* deliverables prior to issue.
- Close off the project financials and close out the project files.

## Project Tasks Beyond Consultant's Control

The JLB Team feels that the scope of work presented within this proposal is all-inclusive. However, there can be instances or constraints, which are beyond the consultants' control. This includes items such as weather and roadway construction. The JLB Team understands that when roadways are under construction, traffic patterns change and as a result traffic data collected in the proximity to construction zones can be atypical. It is our understanding that a segment of Applegate Road and Winton Way will commence construction in the near future and therefore the collection of traffic counts would need to be accelerated or delayed. This will be discussed in detail during the kickoff meeting. Similarly, weather can impact the project schedule but generally this is normal in all projects and we should be able to work around this.

## Proposed Scope of Work

### Task 1 – Kickoff Meeting and Project Management

Prior to beginning of work, JLB's Project Manager will meet with the City's project staff to finalize the scope of work. Additionally, this meeting will help us exchange contact information from all project team members and identify other contacts important to the project. The meeting will seek to discuss important aspects of the signal synchronization, wireless signal interconnect, the raise median, and the new signal designs, which include, but are not limited to, the following:

- A. Discuss coordination, pedestrian and vehicular traffic safety, project impacts, goals, and schedule.
- B. Discuss format of drawings and specifications.

- C. Obtain available information such as as-built drawings, and aerial photography from the City.
  - D. Obtain available information from the City on existing and proposed underground and overhead utilities, such as: sewer, water, power, phone, cable and storm drain.
  - E. Discuss key aspects of the traffic signal design, including, but not limited to:
    - 1) The type of controller and communications cabinet, and the type of controller to be utilized.
    - 2) Preferred placement of the signal controller equipment. Based on the existing site reconnaissance of these intersection conducted by JLB, it is recommended that the controller equipment be placed at the northwest corner.
    - 3) Type of signal interconnect required (i.e., ENCOM wireless).
    - 4) Type of vehicle and bicycle detection to be used.
    - 5) Type of pedestrian indications to be utilized (i.e., standard, countdown, audible, or a combination thereof).
    - 6) Verify type of signal pre-emption that will be utilized.
    - 7) Type of truck turn template to be employed for the left turn lanes (i.e., WB-50).
    - 8) Discuss intersection geometrics. The geometrics to include number, width, and type of all approach and receiving lanes (through lanes, turn lanes, bus stops, bike lanes, etc.) on all approaches.
  - F. Discuss, in detail, issues to be resolved in the scope of work, if any.
- ❖ **Deliverables**
- *Kick-off and Coordination Meeting Minutes*
  - *Finalized Scope of Work and Schedule*

## Task 2 – Topographic Survey

Giannetta Consulting Civil Engineer will collect the topographic survey for the Project. The topographic surveys will be collected for the new traffic signal at the intersection of Winton Way and Olive Avenue and for the segment of Applegate Road where the new median island is proposed to be constructed. The design for the other areas will be based on readily available topographic surveys and aerials.

The topographic survey for Applegate Road north of Commerce Avenue will commence at the crosswalk and end at a point 300 feet to the north. The topographic survey for this section of Applegate Road will be collected at 50 foot intervals and include:

- Back of Walk;
- Top Face of Curb;
- Flow Line (including elevation);
- Gutter Lip (including elevation);
- Stripes (including elevation);
- Manholes and valves;
- Street lights;
- Utility Vaults;
- Pull Boxes; and
- Storm Drain Inlets (including elevation).

The limits of the topographic survey for the intersection of Winton Way at Olive Avenue will be 200 feet on the north and south legs of Winton Way, and 150 feet on the west leg of Olive Avenue. The topographic survey will be collected at 50 foot intervals and include the following:

- Back of Walk (including elevations for the first 20 feet from the NWC and SWC);
- Grades of the existing ADA Ramps at the NWC and SWC;
- Top Face of Curb (including elevation);
- Flow Line (including elevation);
- Gutter Lip (including elevation);
- Stripes;
- Manholes and valves;
- Street lights;
- Utility Vaults;
- Pull Boxes; and
- Storm Drain Inlets (including elevation).

## **Task 3 – Traffic Signal Synchronization and Timing**

### **Task 3.1 – Project Initiation**

Once the JLB Team is notified of the selection, we will prepare an agenda for a project initiation or kickoff meeting to discuss the extent of existing information for the project, and establish lines of communication and to review the scope in detail. Our preliminary agenda for the meeting will include:

1. Introductions/Goals of the meeting
2. Contact information, and protocol for communicating project information
3. Schedule/Required time for County and Caltrans reviews
4. Signal timing policies followed by City of Atwater:
  - Pedestrian timing;
  - Yellow clearances, all-red clearances;
  - Phase order: constant throughout day or OK to change;
  - Ability of the City to modify signals during project, if need is found;
  - Software used by the City;
  - Policies on entering new settings into controllers; and
  - Extension timing, detector settings and policies.
5. Review of available information:
  - Engineering and traffic studies for speed limits (radar data);
  - Three-year accident history sufficient for collision diagrams;
  - Signal timing sheets with current timing in all study intersections;
  - Data/software files, as available;
  - Intersection numbering system, if any;
  - Aerial photos in digital form, if available (or Google Earth Professional would be used);
  - Special concerns such as specialized timing to minimize queues, prior work in corridor, etc.; and
  - All available traffic counts that are relevant, including counts from traffic impact studies, machine counts, etc.
6. Other issues, as appropriate

7. Milestones and invoicing information

At the conclusion of the meeting, the JLB Team will prepare minutes and distribute them to all meeting participants.

**Task 3.2 – Field Review and Data Collection**

**Field Review:** The following data will be verified or collected as part of the field review effort that will be conducted by Stantec of the JLB Team:

- Lane geometry, speed limits, turn-lane storage lengths and traffic signal phasing sequences
- Queue lengths and saturation flow rates for critical movements at key intersections
- Lane utilization where existing observations are significantly different than software default values
- Sample heavy vehicle percentages at key intersections during various peak periods

**Data Collection:** High quality and consistent traffic data is essential to developing effective optimization models. Stantec works to reduce variability and error in existing conditions data by conducting all traffic counts, floating car studies and field observations at the same time. Because the manual counts are taken at the same time as the machine counts, it is possible to correlate the turn counts with the machine counts so that estimates of the turning movement volumes may be made for any time of the day and any day of the week. The machine counts also provide an excellent resource for determining which periods of the day to implement the timing plans. Turning movement counts, including vehicular, pedestrian, and bicycle counts, will be collected in 15-minute intervals at all six (6) study intersections during the a.m. (6 a.m. – 9:00 a.m.), mid-day (11:00 a.m. – 1:00 p.m.), and p.m. peak periods (3:00 p.m. – 6:00 p.m.) between Tuesday and Thursday. Additional turning movement counts will be conducted at intersections that have special time of day traffic peak from heavy retails or other factors. The exact locations for the additional counts will be determined at the kick-off meeting. Machine counts, by direction, will be taken for 24 hours in 15-minute intervals at the critical locations along the study corridor.

Floating car studies will be conducted by the technicians hired to collect data on the study corridor to be approved by the City. Stantec uses GPS technology to complete floating car studies. We will make at least six runs during each peak period in each direction through all signals on the study corridor.

In addition, our signal-timing engineers will visit each of the project intersections during peak periods, and will take the following types of measurements:

- Anchor points (Do conditions change on either side of the intersection – such as major turns in a route, access to freeway ramps, etc.);
- Saturation flow rates for unopposed movements, and for sneakers (percent turn on red);
- Lane utilization – especially critical at the intersections near freeway ramps, where lanes accessing the freeway are effectively utilized;
- Pedestrian and bicycle activity;
- Over-saturated intersections;
- Bus and heavy vehicle percentages, if significantly different than two percent default values;
- Side street demand (e.g., do we only need to accommodate pedestrian minimums?);
- Maximum back of queues for critical movements.



### **Task 3.3 – Existing Conditions Model Development and Calibration**

**Model Setup:** The field data will be entered into a software model for the project intersections. This will include inputting existing signal timings, lane configuration, turning movement counts, peak hour factors, bus & heavy vehicle percentages, and lane utilization.

After placing all the signal timing, volumes, field observation data and floating car data into the signal timing models for the peak hour within each time period, Stantec will run micro-simulation models, and check the output against the following parameters:

- Maximum back of queue for critical movements
- Average speed and travel time in each direction of the study corridor
- Average stopped time delay
- Total number of stops from one end of the corridor to the other in each direction

**Model Calibration:** The software model will be calibrated and fine-tuned to match the field conditions as closely as possible. Stantec will revise the default values in the software for saturation flows, lane distribution, and other parameters to better match observed conditions.

**Existing Conditions Technical Memorandum:** The measures of effectiveness (MOEs) for Existing Conditions will be reported from the calibrated model, which includes corridor performance measures as average number of stops per vehicle, signal delay, average speeds, travel time, and emissions.

Stantec will present the results of the floating car surveys conducted under Existing Conditions as part of the Existing Conditions Technical Memorandum. The results of the Existing Conditions floating car surveys will be compared with the After Implementation floating car surveys to report the benefit of the signal coordination on the study corridor.

Stantec will meet with City staff to present the results of Existing Conditions.

❖ **Deliverables:**

- *Calibrated signal timing model with aerial photo background*
- *Existing Conditions Technical Memorandum*

### **Task 3.4 – Draft Signal Timing Recommendations**

The primary goal of the signal timing optimization will be to develop traffic signal coordination timing plans for the weekday a.m. peak, mid-day peak, and p.m. peak periods, which would improve traffic operations on the corridor thereby reducing air emissions caused by idling vehicles.

The following steps outline Stantec's signal timing recommendation analysis:

#### **3.4.1 Signal Grouping**

As part of the signal timing process, the natural cycle lengths for each intersection and coordinatability factors for the signals in the network will be reviewed to determine the range of cycle lengths to use in the optimization process, and which groups of signals would benefit most from coordination.

The natural cycle length is the optimum cycle length for an intersection if it were to operate freely. The coordinatability factor measures the desirability of coordinating two adjacent traffic signals and it is based on travel time, storage space, the proportion of traffic in platoon, main street traffic volume, and

natural cycle length differences between adjacent intersections. A coordinatability factor above a threshold of 50 indicates that two adjacent traffic signals are likely to benefit from coordination.

### **3.4.2 Progression Movement Determination**

This refers to progressing one or both movements on a two-way arterial during coordination. Progression preferences are dictated by directional traffic distribution. If traffic is balanced in both directions, a balanced bandwidth is selected to provide equal preference for both directions. For this study, progression priority will be set with the objective of maximizing bandwidth ("windows" of green for traveling vehicles) using time-space diagrams, providing priority to transit vehicles, minimizing stop delays to reduce air emissions, and minimizing overall delay on the study corridor.

### **3.4.3 Phase Sequence Evaluation**

Leading and lagging left turn phasing and sequential changes in split phases will be reviewed. For intersections without a left turn lane, initial split phasing may be considered. This will be done with the objective to improve the efficiency of signal operation on the corridor.

### **3.4.4 Signal Timing Optimization**

Based on the natural cycle lengths of the intersections in the network, Stantec will determine whether the existing cycle lengths are appropriate and if not, new cycle lengths will be recommended for the corridor. Splits and offset will be established for the cycle lengths determined for each time periods. Higher cycle lengths provide better progression for the corridor, but may result in an increase in side street delay or overall intersection delay. Lower cycle lengths reduce side street delay, but may not provide adequate split timing to the coordinated phases along the corridor. This may result in higher approach volume/capacity (v/c) ratios, delay, and queuing along the corridor. The optimization algorithm of the chosen software for the signal timing model will be used to determine the appropriate optimization for the corridors. Stantec engineers will review the time space diagram to fine tune the offset and signal timing to increase progression bandwidth and throughput for each corridor.

### **3.4.5 Draft Recommendations**

Stantec will provide a technical memorandum discussing the proposed cycle lengths, groupings of signals into subsystems, and optimized timing plans. For the proposed new signal at the intersection of Winton Way and Olive Avenue, Stantec will provide a draft design plan. A meeting will be scheduled to review the draft recommendations. The recommendations will also include recommendations on timing plans for emergency vehicle pre-emption, pedestrian timings, and intersection clearance intervals to meet MUTCD, Federal, and State guidelines.

#### **❖ Deliverables:**

- *Draft Recommendations Technical Memorandum*

### **Task 3.5 – Final Signal Timing Recommendations**

Stantec will collect and summarize all comments received from City staff. Stantec will incorporate all comments received and develop the final recommended timing plans for the project, along with the final design plan for the proposed new signal at the intersection of Winton Way and Olive Avenue. The timing plans will consider innovative signal timing strategies, including twice-per-cycle-left turn, left turn reserVICING, turn overlap strategies, lead-lag strategies for left turn, and other similar optimization

techniques to improve the overall progression through the study corridor while maintaining acceptable levels of delay for the side street approaches.

The Final Recommendations report will include peak hour corridor system MOEs comparison for the existing and proposed timings.

❖ **Deliverables:**

- *Final Recommendations Technical Memorandum*

### **Task 3.6 – Field Implementation and Fine Tuning**

Stantec staff will prepare the new signal timing sheets for the signal controllers with the necessary timing parameters (coordination timings and local settings changes) and provide it to City staff at least one week prior to the implementation date. Stantec has developed an in-house software template that converts timing plans in any chosen software automatically into the controller format. This application assists in preparing a quality controlled timing sheet by eliminating the chances of human error.

Stantec staff will be present in the field at the time of implementation assisting City staff in inputting the signal timing parameters into each study intersection. Stantec will work with the City to fine-tune the signal timings in the field. This will be accomplished with a Stantec engineer driving the street several times during the peak hours to observe the progression. In addition, a Stantec engineer will also observe individual intersections to ensure that phasing and timing parameters for each intersection is adequate. A minimum of three (3) separate "post timing implementation" field studies will be conducted for each timing plan.

Stantec staff will make note of all changes that were made in the field. These changes will be update onto the software model, which will be considered the final, fine-tuned model files for future use. Stantec will submit the final, fine-tuned model to the City.

❖ **Deliverables:**

- *Final Timing Sheets*
- *Final Fine-tuned software models in digital format on DVD/Flash Drive*

### **Task 3.7 – Travel Time Studies and Final Report**

Stantec will perform final floating car studies at the study corridor to compare the MOEs prior to coordination and after implementation of the coordination plans. The results will be incorporated into a technical report describing the comparison of after conditions with before conditions, as well as the correspondence between the new GPS runs.

Stantec will prepare a formal report for the project documenting Existing Conditions, Model Development Process, Final Timing Recommendations, measures of effectiveness (MOEs) before and after signal coordination, and the Benefit/Cost ratio for the overall project. Stantec will submit a draft version of the report for City's review. On receipt of comments, Stantec will prepare a final report and submit to City.

❖ **Deliverables:**

- *Before and After Travel Time Surveys*

- *Draft and Final Report*

### **Task 3.8 – Meetings**

At minimum, Stantec anticipates attending the following meetings for the project:

- Project Initiation Meeting (included as Task 1)
- One meeting to present the Final Report to the City for their endorsement

### **Task 4 – Utility Coordination**

Utility coordination and research will be facilitated by contacting the utility companies, public agencies, and service districts and will be verified by field investigations to identify the characteristics and infrastructure needs of the project area. We will coordinate with the utility companies to identify and resolve any utility conflicts. Obtain available information on existing and proposed underground and overhead utilities such as sewer, water, power, phone, cable and storm drain. As JLB has recently completed the design for the Applegate Road at Atwater Boulevard intersection improvements, we have current contacts for most if not all of the existing utilities in the area. The purpose of the utility coordination is to ensure that the design of the traffic signal equipment maintains minimum clearance requirements from existing utilities. We will determine possible relocations needed and evaluate impacts on cost and schedule.

Additionally the JLB Team will assist the City of Atwater in obtaining new point(s) of electrical service for the new traffic signal at the intersection of Winton Way at Olive Avenue and if needed for the wireless interconnect along Applegate Road.

#### ❖ **Deliverables:**

- As necessary complete and coordinate a new point of service application
- Existing utilities background map

### **Task 5: Interconnect, Traffic Signal, Median, and Signing & Striping PS&E**

#### **Task 5.1: 65% Design of Interconnect, Signal, Median, and Signing and Striping PS&E**

- A. While JLB has already conducted a thorough site reconnaissance of the project intersection in the preparation of this proposal, upon receipt of the topographic files from our subconsultant, JLB will perform another site reconnaissance to confirm major topographic features. The site reconnaissance will include verification of existing points of power service and surface utilities. JLB will make field observations, investigations, and review safety issues of the existing conditions. As observed on a recent site visit of the project intersection, careful design consideration will be given to the placement of all new signal equipment to avoid the need for additional rights-of-way or conflicts with existing utilities.
- B. The existing handicap ramps at the northwest and southwest corners of Winton Way and Olive Avenue will be upgraded to current ADA standards, which include the installation of truncated

domes and maximum vertical slopes. Similarly, the raised median island will take into account cross slope grades on Applegate Road to ensure that we do not trap water along the edge of the median. If drainage is determined to be an issue for the installation of the raised median, JLB will introduce channel breaks. JLB proposes to install the raised median on Applegate Road by dowel in methods.

- C. The plans will provide the layout of the intersection geometrics, traffic signal equipment, including locations of controllers, poles, type of pedestrian signals, traffic signal interconnect, emergency vehicle pre-emption, existing and proposed signing and striping modifications etc. Designs shall be in accordance with, City's current design standards, Caltrans Standard Plans and Specifications and other references standards such as the Standard Specification for Public Works Construction (Greenbook).
- D. Curvilinear street alignments will necessitate the signal heads be appropriately angled so that approaching traffic can view the required minimum number of signal indications at or prior to the advance detection points.
- E. Prepare a preliminary engineer's estimate and draft specifications and special provisions pursuant to the Caltrans 2010 specifications and standard plans.

❖ **Deliverables**

- *65% Interconnect, Signal, Raised Median, Signing and Striping plans, a preliminary construction cost estimate(s) and draft specifications.*

**Task 5.2: 95% Design of Interconnect, Signal, Median, and Signing and Striping PS&E**

- A. Coordinate with City staff, as necessary, for review of the initial submittals.
- B. Meet with City staff to review comments and recommendations (if necessary).
- C. Review and revise the 65% design plans to adhere to the City's comments and discussions with City staff.
- D. Review and revise the 65% preliminary cost estimate to reflect any changes in the design.
- E. Prepare project specifications and special provisions.

❖ **Deliverables**

- *Meet with City Staff to go over the prior PS&E submittal comments.*
- *95% Interconnect, Signal, Raised Median, and Signing and Striping plans, construction cost estimate, and a preliminary project specifications and special provisions.*

**Task 5.3: 100% Design of Interconnect, Signal, Median, and Signing and Striping PS&E**

- A. Coordinate with City staff, as necessary, for review of the 95% submittal.
- B. Meet with City staff to review comments and recommendations (if necessary).
- C. Review and revise the 95% design plans to adhere to the City's comments and discussions with City staff.
- D. Review and revise the 95% cost estimate to reflect any changes in the design.
- E. Review and revise the 95% specifications and special provisions.

❖ **Deliverables**

- *Meet with City Staff to go over the prior PS&E submittal comments.*
- *100% signal, interconnect, signing and striping plans, construction cost estimate, and project specifications and special provisions.*

**Task 5.4: Final Design of Construction Drawings**

- A. Coordinate with City staff for review of the plans and specifications.
- B. Review and revise the approved 100% design plans based on comments and discussions with City staff.
- C. Prepare final construction drawings, contract specifications, and final construction cost estimate(s).
- D. Submit final plans and specifications, and a CD containing the electronic files.
- E. Provide one set of reproducible drawings signed and sealed by the registered civil engineer in accordance with California State law.

❖ **Deliverables**

- *As necessary, meet with City Staff to go over the prior PS&E submittal comments.*
- *Final mylar plans, project specifications, construction cost estimate(s); and an electronic version of the plans, specifications, and estimate(s).*

**Task 5.5: Bidding Phase**

This scope assumes that Advertising and the Bidding packages will be the Client's responsibility and that the reproductions are not included in this contract. JLB staff will be available to answer questions, and assist with addendums if needed, during the bidding process. Issued addenda will be stamped and signed by JLB's project manager. Up to twelve (12) hours have been budgeted for this task.

❖ **Deliverables**

- Answer inquiries by bidders (up to 12 hours).

**Proposed Project Schedule**

The proposed project schedule is included on the next sheet.



TASK and LABOR COSTS	JLB Traffic Engineering, Inc.					Stantec				Giannetta		COSTS
	Senior Associate	Asst. Eng. Technician	Asst. Eng. Technician	Asst. Eng. Technician	Admin	Principal	Proj. Manager	Sr. Transp. Engineer	Sr. Engineer	Engineer	Two Person Survey Crew	
	<i>J. Benavides</i>	<i>J. Martin</i>	<i>J. Rios</i>	<i>J. Alcazar</i>	<i>V. Benavides</i>	<i>J. Bhattacharya</i>	<i>F. Xu</i>	<i>J. Liu</i>	<i>V. Gandluru</i>	<i>B. Giannetta</i>	<i>Survey Crew</i>	
<i>Staff Member</i>	<i>J. Benavides</i>	<i>J. Martin</i>	<i>J. Rios</i>	<i>J. Alcazar</i>	<i>V. Benavides</i>	<i>J. Bhattacharya</i>	<i>F. Xu</i>	<i>J. Liu</i>	<i>V. Gandluru</i>	<i>B. Giannetta</i>	<i>Survey Crew</i>	
<i>Hourly Rate</i>	\$ 138.83	\$ 53.13	\$ 34.65	\$ 34.65	\$ 46.20	\$ 248.00	\$ 119.00	\$ 125.00	\$ 151.00	\$ 70.00	\$ 110.00	
<b>Task 1. Project Management</b>												
1 Kickoff Meeting and Project Management	12.0	-	-	-	-							\$ 1,665.96
<b>Task 2. Topographic Survey</b>												
2.0 Topographic Survey										40.0	38.0	\$ 6,980.00
<b>Task 3. Traffic Signal Synchronization and Timing</b>												
Task 3.1 – Project Initiation						2.0						\$ 496.00
Task 3.2 – Field Review and Data Collection								8.0				\$ 1,000.00
Task 3.3 – Existing Conditions Model Development and Calibration						2.0		8.0	4.0			\$ 2,100.00
Task 3.4 – Draft Signal Timing Recommendations						4.0		12.0	10.0			\$ 4,002.00
Task 3.5 – Final Signal Timing Recommendations						1.0		6.0	4.0			\$ 1,602.00
Task 3.6 – Field Implementation and Fine Tuning						2.0		8.0	8.0			\$ 2,704.00
Task 3.7 – Travel Time Studies and Final Report						2.0		8.0	4.0			\$ 2,100.00
Task 3.8 – Meetings						2.0						\$ 496.00
<b>Task 4. Utility Coordination</b>												
Task 4 – Utility Coordination	4.0	4.0	2.0	4.0	2.0							\$ 1,068.14
<b>Task 5: Wireless Interconnect, Traffic Signal, Raised Median, and Signing and Striping PS&amp;E</b>												
Task 5.1: 65% Design of Interconnect, Signal, Median, and Signing and Striping PS&E	24.0	40.0	20.0	20.0	-							\$ 6,843.12
Task 5.2: 95% Design of Interconnect, Signal, Median, and Signing and Striping PS&E	16.0	36.0	18.0	18.0	-							\$ 5,381.36
Task 5.3: 100% Design of Interconnect, Signal, Median, and Signing and Striping PS&E	8.0	30.0	16.0	16.0	-							\$ 3,813.34
Task 5.4: Final Design of Construction Drawings	6.0	24.0	8.0	8.0	-							\$ 2,662.50
Task 5.5: Bidding Phase	6.0	2.0	2.0	2.0	-							\$ 1,077.84
												\$ -
												\$ -
												\$ -
<b>Subtotal Labor Hours by Consultant</b>	<b>76.0</b>	<b>136.0</b>	<b>66.0</b>	<b>68.0</b>	<b>2.0</b>	<b>15.0</b>	<b>-</b>	<b>50.0</b>	<b>30.0</b>	<b>40.0</b>	<b>38.0</b>	<b>\$ 43,992.26</b>
<b>Optional Service Tasks</b>	-	-	-	-	-	-	-	-	-	-	-	\$ -
<b>REIMBURSABLE &amp; DIRECT COSTS</b>												
<b>Cost Item</b>	Quantity				Cost							
<b>JLB Expenses:</b>												
Mileage	1740		0.575/mile		\$ 1,000.50							\$ 1,000.50
Traffic Counts for Signal Timing					\$ 3,566.00							\$ 3,566.00
<b>TOTAL REIMBURSABLE/DIRECT</b>					<b>\$ 4,566.50</b>							<b>\$ 4,566.50</b>
												<b>\$ 48,558.76</b>
												<b>\$ 48,558.76</b>

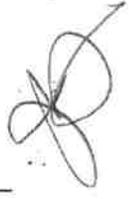
CITY OF ATWATER

CLAIM FORM

FORM B

(Please Type or Print)

*Kjor*  
FEB 25 2016



CLAIM AGAINST City of Atwater  
(Name of Entity)

Claimant's name: Thomas Niederreuther

SS#: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender: Male  Female \_\_\_\_\_

Claimant's address: \_\_\_\_\_

Address where notices about claim are to be sent, if different from above: Cassandra Ferrannini  
Downey Brand LLP, 621 Capitol Mall, 18th Floor, Sacramento, CA 95814

Date of incident/accident: February 4, 2016

Date injuries, damages, or losses were discovered: February 4, 2016

Location of incident/accident: City of Atwater, Police Department

What did entity or employee do to cause this loss, damage, or injury? Wrongful Termination, Age Discrimination, and Harassment, Retaliation, denial of Due Process, Overtime Violation, etc. (see attached correspondence)  
(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)? Frank Pietro, Police Chief/City Manager, Lt. Sam Joseph, Sgt. William Novetzke, Officer Fred Robinson

What specific injuries, damages, or losses did claimant receive? Representational Harm, Lost Wages, Emotional Distress (see attached).  
(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)] \_\_\_\_\_

Damages in excess of \$1,000,000 and continuing and attorneys fees

How was this amount calculated (please itemize)? \_\_\_\_\_

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

Date Signed: 2/24/16 Signature:

If signed by representative:

Representative's Name Cassandra Ferrannini Address 621 Capitol Mall, 18th Fl, Sacramento, CA 95814

Telephone # 916-520-5387

Relationship to Claimant Attorney

**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 party, or collectively as the parties.

**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 to manage groundwater within the Subbasin.

**3.6. Groundwater Model and Other Data Coordination:** Development of a SGMA-compliant GSP for the Subbasin will likely require a groundwater model and/or other tools. 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 provide significant capabilities for SGMA compliance, there may be a need for additional features and refinements, or a need to develop other tools to assist the Parties in developing a SGMA compliant GSP. The Parties agree to cooperatively support 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, and will remain in effect until 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: \_\_\_\_\_

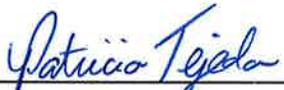
Name, Title

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 12/31/15**

<b>FUND</b>	<b>BEG. BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>	<b>ENDING BAL.</b>
0001 General Fund	(4,552,187.93)	1,089,932.76	1,804,712.08	(5,266,967.25)
0003 General Fund Capital	(5,614.96)	0.00	688.90	(6,303.86)
0004 Measure H Fund	967,872.89	223,385.45	81,453.40	1,109,804.94
0005 Ferrari Ranch Project Fund	(95,555.96)	0.00	1,981.19	(97,537.15)
1005 Police Grants Fund	113,172.31	22,191.51	49,536.47	85,827.35
1011 Gas Tax/Street Improvement	1,839,793.08	173,855.25	132,226.68	1,881,421.65
1013 Local Transportation Fund	20,221.24	2,566.70	0.00	22,787.94
1015 Traffic Circulation Fund	864,710.68	12,802.42	0.00	877,513.10
1016 Applegate Interchange	722,829.28	400.83	0.00	723,230.11
1020 Parks and Recreation Fund	1,571,623.87	21,565.54	17,675.00	1,575,514.41
1050 Buhach Colony High School	221,307.23	122.72	0.00	221,429.95
1055 Neighborhood Stabilization	161,604.27	89.61	0.00	161,693.88
1059-78 Housing Grant Funds	198,942.01	110.31	0.00	199,052.32
1091 Police Facility Impact Fee	31,616.93	4,655.62	0.00	36,272.55
1093 Fire Facility Impact Fee	34,542.41	6,034.36	0.00	40,576.77
1095 Government Building Facility	92,279.06	4,691.28	0.00	96,970.34
3064-67 Redevelopment/Successor Agency Funds	346,913.80	64,891.42	94,473.05	317,332.17
4000 Bloss Estate Trust Fund	(559.06)	93.00	263.00	(729.06)
4020 Performance Bond Trust	216,608.34	120.11	0.00	216,728.45
4030 Narcotics Program Trust	5,260.88	2.91	0.00	5,263.79
4040 Unclaimed Property Trust	893.35	0.49	0.00	893.84
4050 Employment Event Trust	369.60	0.20	0.00	369.80
4060 Section 125 Medical	1,932.26	175.66	1,008.00	1,099.92
4070 Section 125 Dependent Care	(1,162.09)	316.80	0.00	(845.29)
4090 CFD No. 1 Trust	48,460.78	26.87	0.00	48,487.65
4099 General Fund Fee Waiver	697.74	0.38	0.00	698.12
5000-54 All Maintenance Districts	1,856,731.27	1,141.36	72,172.47	1,785,700.16
5050 CFD Districts	(667,760.06)	0.00	139.17	(667,899.23)
6000 Water Enterprise Fund	(8,563,836.73)	399,102.31	391,717.44	(8,556,451.86)
6001 Water Fund Capital Replacement	8,124,800.94	4,505.52	0.00	8,129,306.46

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 12/31/15**

<b>FUND</b>	<b>BEG. BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>	<b>ENDING BAL.</b>
6002 DBCP Settlement	666,196.07	369.27	288.00	666,277.34
6004 Water Well- Buhach Colony	142,433.91	4,345.14	0.00	146,779.05
6005 Water Capital Impact Fees	944,004.08	52,198.08	0.00	996,202.16
6006 Water Operating Reserve Fund	172,362.66	95.58	0.00	172,458.24
6010 Sewer Enterprise Fund	3,389,133.78	835,417.37	731,111.89	3,493,439.26
6011 Sewer Fund Capital Replacement	1,951,552.82	47,829.81	1,570.92	1,997,811.71
6020 Sanitation Enterprise	532,313.97	319,183.22	523,825.21	327,671.98
7000 Internal Service Fund	459,401.19	214,751.63	68,525.69	605,627.13
7010 Employee Benefits Fund	593,386.73	244,146.00	65,111.77	772,420.96
7020 Risk Management	369,658.04	115,312.20	114,493.71	370,476.53
7030 Information Technology	(19,651.66)	66,112.28	19,330.02	27,130.60
9050 General Fund Asset Group	0.00	0.00	0.00	0.00
9090 Accrued Interest Fund	11,757.85	3,421.01	15,178.86	0.00
<b>TOTAL</b>	<b>12,769,056.87</b>	<b>3,935,962.98</b>	<b>4,187,482.92</b>	<b>12,517,536.93</b>

Prepared by:   
 Patricia Tejada, Accountant II

Approved by:   
 Jim Heller, City Treasurer

**Statement of Changes in Cash Balance  
by Bank  
As of 12/31/15**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	3,386,471.94			3,386,471.94
City Checking & Investment Accounts	7,071,529.03	3,932,541.97	4,187,482.92	6,816,588.08
RA Obligation Retirement Fund	25.38			25.38
City - RMA Long-Term Investment Fund	1,029,953.00	3,402.00		1,033,355.00
Wells Fargo Mutual Fund	1,230,730.11	10.45		1,230,740.56
Rabobank - Money Market	50,347.41	8.56		50,355.97
<b>Totals</b>	<u>12,769,056.87</u>	<u>3,935,962.98</u>	<u>4,187,482.92</u>	<u>12,517,536.93</u>

Prepared by: Patricia Tejada  
Patricia Tejada, Accountant II

Approved by: Jim Heller  
Jim Heller, City Treasurer

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))

Investments are made pursuant to the City Council approved Investment Policy and Guidelines.

The City of Atwater has the ability to meet its pooled expenditure requirements for the next six months.

Bank Account Detail			
City LAIF	3,386,471.94	Westamerica Bank Checking	6,361,453.11
Chandler Asset Mgt.	1,033,355.00	Westamerica Bank (Transfer Account)	100,000.00
Wells Fargo Mutual Fund	1,230,740.56	Westamerica Bank Rdvipmnt Obligation Checking	25.38
Rabobank Money Market	50,355.97		

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 1/31/16**

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001 General Fund	(5,266,967.25)	2,037,385.32	797,309.74	(4,026,891.67)
0003 General Fund Capital	(6,303.86)	0.00	0.00	(6,303.86)
0004 Measure H Fund	1,109,804.94	184,237.04	201,199.29	1,092,842.69
0005 Ferrari Ranch Project Fund	(97,537.15)	89,820.65	4,738.21	(12,454.71)
1005 Police Grants Fund	85,827.35	34,661.48	28,114.26	92,374.57
1011 Gas Tax/Street Improvement	1,881,421.65	78.68	55,369.22	1,826,131.11
1013 Local Transportation Fund	22,787.94	425.68	0.00	23,213.62
1015 Traffic Circulation Fund	877,513.10	1,661.91	0.00	879,175.01
1016 Applegate Interchange	723,230.11	0.00	0.00	723,230.11
1020 Parks and Recreation Fund	1,575,514.41	4,127.32	0.00	1,579,641.73
1050 Buhach Colony High School	221,429.95	0.00	0.00	221,429.95
1055 Neighborhood Stabilization	161,693.88	0.00	0.00	161,693.88
1059-78 Housing Grant Funds	199,052.32	0.00	0.00	199,052.32
1091 Police Facility Impact Fee	36,272.55	697.96	0.00	36,970.51
1093 Fire Facility Impact Fee	40,576.77	905.08	0.00	41,481.85
1095 Government Building Facility	96,970.34	659.25	0.00	97,629.59
3064-67 Redevelopment/Successor Agency Funds	317,332.17	891,173.24	422,555.80	785,949.61
4000 Bloss Estate Trust Fund	(729.06)	0.00	46.88	(775.94)
4020 Performance Bond Trust	216,728.45	0.00	0.00	216,728.45
4030 Narcotics Program Trust	5,263.79	0.00	0.00	5,263.79
4040 Unclaimed Property Trust	893.84	0.00	0.00	893.84
4050 Employment Event Trust	369.80	0.00	0.00	369.80
4060 Section 125 Medical	1,099.92	485.16	0.00	1,585.08
4070 Section 125 Dependent Care	(845.29)	416.66	3,161.63	(3,590.26)
4090 CFD No. 1 Trust	48,487.65	13.65	0.00	48,501.30
4099 General Fund Fee Waiver	698.12	0.00	0.00	698.12
5000-54 All Maintenance Districts	1,785,700.16	104,624.90	12,077.81	1,878,247.25
5050 CFD Districts	(667,899.23)	199,606.77	53.88	(468,346.34)
6000 Water Enterprise Fund	(8,556,451.86)	298,222.93	142,600.41	(8,400,829.34)
6001 Water Fund Capital Replacement	8,129,306.46	0.00	0.00	8,129,306.46

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 1/31/16**

<b>FUND</b>	<b>BEG. BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>	<b>ENDING BAL.</b>
6002 DBCP Settlement	666,277.34	0.00	336.00	665,941.34
6004 Water Well- Buhach Colony	146,779.05	449.00	0.00	147,228.05
6005 Water Capital Impact Fees	996,202.16	5,382.33	0.00	1,001,584.49
6006 Water Operating Reserve Fund	172,458.24	0.00	0.00	172,458.24
6010 Sewer Enterprise Fund	3,493,439.26	1,067,131.09	265,328.94	4,295,241.41
6011 Sewer Fund Capital Replacement	1,997,811.71	7,084.58	4,100.08	2,000,796.21
6020 Sanitation Enterprise	327,671.98	293,332.05	5,312.99	615,691.04
7000 Internal Service Fund	605,627.13	447.86	39,755.49	566,319.50
7010 Employee Benefits Fund	772,420.96	1,924.03	56,328.58	718,016.41
7020 Risk Management	370,476.53	40,678.34	5,277.44	405,877.43
7030 Information Technology	27,130.60	0.00	11,306.50	15,824.10
9050 General Fund Asset Group	0.00	0.00	0.00	0.00
9090 Accrued Interest Fund	0.00	3,152.14	0.00	3,152.14
<b>TOTAL</b>	<b>12,517,536.93</b>	<b>5,268,785.10</b>	<b>2,054,973.15</b>	<b>15,731,348.88</b>

Prepared by:   
 Patricia Tejada, Accountant II

Approved by:   
 Jim Heller, City Treasurer

**Statement of Changes in Cash Balance  
by Bank  
As of 1/31/16**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	3,386,471.94	2,003,133.69		5,389,605.63
City Checking & Investment Accounts	6,816,588.08	2,440,299.21	2,054,973.15	7,201,914.14
RA Obligation Retirement Fund	25.38	825,333.75		825,359.13
City - RMA Long-Term Investment Fund	1,033,355.00			1,033,355.00
Wells Fargo Mutual Fund	1,230,740.56	10.45		1,230,751.01
Rabobank - Money Market	50,355.97	8.00		50,363.97
<b>Totals</b>	<u>12,517,536.93</u>	<u>5,268,785.10</u>	<u>2,054,973.15</u>	<u>15,731,348.88</u>

Prepared by: Patricia Tejada  
Patricia Tejada, Accountant II

Approved by: Jim Heller  
Jim Heller, City Treasurer

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))

Investments are made pursuant to the City Council approved Investment Policy and Guidelines.

The City of Atwater has the ability to meet its pooled expenditure requirements for the next six months.

Bank Account Detail			
City LAIF	5,389,605.63	Westamerica Bank Checking	7,508,438.89
Chandler Asset Mgt.	1,033,355.00	Westamerica Bank (Transfer Account)	100,000.00
Wells Fargo Mutual Fund	1,230,751.01	Westamerica Bank Rdvipmnt Obligation Checking	825,359.13
Rabobank Money Market	50,363.97		

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 2/29/16**

<b>FUND</b>	<b>BEG. BALANCE</b>	<b>CASH DEBITS</b>	<b>CASH CREDITS</b>	<b>ENDING BAL.</b>
0001 General Fund	(4,026,891.67)	1,993,003.67	706,501.85	(2,740,389.85)
0003 General Fund Capital	(6,303.86)	0.00	83.80	(6,387.66)
0004 Measure H Fund	1,092,842.69	162,100.00	88,617.23	1,166,325.46
0005 Ferrari Ranch Project Fund	(12,454.71)	0.00	19,094.64	(31,549.35)
1005 Police Grants Fund	92,374.57	12,671.50	80,274.32	24,771.75
1011 Gas Tax/Street Improvement	1,826,131.11	49,056.45	63,874.83	1,811,312.73
1013 Local Transportation Fund	23,213.62	212.84	0.00	23,426.46
1015 Traffic Circulation Fund	879,175.01	580.12	0.00	879,755.13
1016 Applegate Interchange	723,230.11	0.00	0.00	723,230.11
1020 Parks and Recreation Fund	1,579,641.73	1,763.98	0.00	1,581,405.71
1050 Buhach Colony High School	221,429.95	0.00	0.00	221,429.95
1055 Neighborhood Stabilization	161,693.88	0.00	0.00	161,693.88
1059-78 Housing Grant Funds	199,052.32	0.00	0.00	199,052.32
1091 Police Facility Impact Fee	36,970.51	296.96	0.00	37,267.47
1093 Fire Facility Impact Fee	41,481.85	385.08	0.00	41,866.93
1095 Government Building Facility	97,629.59	280.49	0.00	97,910.08
3064 RDVLPMT Obligation Retirement Fund	784,787.65	21.32	314,420.11	470,388.86
3065 Low & Mod Income Housing Asset Fund	0.00	0.00	0.00	0.00
3066 Successor Agency Debt Service Fund	0.00	0.00	0.00	0.00
3067 Community RDVLPMT Prop Trust Fund	1,161.96	731.50	0.00	1,893.46
3064-67 Redevelopment/Successor Agency Funds	785,949.61	752.82	314,420.11	472,282.32
4000 Bloss Estate Trust Fund	(775.94)	0.00	0.00	(775.94)
4020 Performance Bond Trust	216,728.45	0.00	0.00	216,728.45
4030 Narcotics Program Trust	5,263.79	0.00	0.00	5,263.79
4040 Unclaimed Property Trust	893.84	0.00	0.00	893.84
4050 Employment Event Trust	369.80	0.00	0.00	369.80
4060 Section 125 Medical	1,585.08	485.16	1,896.00	174.24
4070 Section 125 Dependent Care	(3,590.26)	416.66	0.00	(3,173.60)
4090 CFD No. 1 Trust	48,501.30	0.00	0.00	48,501.30
4099 General Fund Fee Waiver	698.12	0.00	0.00	698.12

**STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED**  
**BY FUND**  
**AS OF 2/29/16**

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
5000-54 All Maintenance Districts	1,878,247.25	0.00	13,230.93	1,865,016.32
5050 CFD Districts	(468,346.34)	0.00	108.06	(468,454.40)
6000 Water Enterprise Fund	(8,400,829.34)	317,160.48	157,132.50	(8,240,801.36)
6001 Water Fund Capital Replacement	8,129,306.46	0.00	0.00	8,129,306.46
6002 DBCP Settlement	665,941.34	0.00	0.00	665,941.34
6004 Water Well- Buhach Colony	147,228.05	229.44	0.00	147,457.49
6005 Water Capital Impact Fees	1,001,584.49	2,287.55	0.00	1,003,872.04
6006 Water Operating Reserve Fund	172,458.24	0.00	0.00	172,458.24
6010 Sewer Enterprise Fund	4,295,241.41	918,486.54	240,750.78	4,972,977.17
6011 Sewer Fund Capital Replacement	2,000,796.21	3,011.80	241.68	2,003,566.33
6020 Sanitation Enterprise	615,691.04	352,177.01	204,795.71	763,072.34
7000 Internal Service Fund	566,319.50	0.00	158,905.21	407,414.29
7010 Employee Benefits Fund	718,016.41	6,161.43	70,128.73	654,049.11
7020 Risk Management	405,877.43	260.98	6,034.90	400,103.51
7030 Information Technology	15,824.10	96,973.74	48,139.66	64,658.18
9050 General Fund Asset Group	0.00	0.00	0.00	0.00
9090 Accrued Interest Fund	3,152.14	18.33	0.00	3,170.47
<b>TOTAL</b>	<b>15,731,348.88</b>	<b>3,918,773.03</b>	<b>2,174,230.94</b>	<b>17,475,890.97</b>

Prepared by: Patricia Tejada  
 Patricia Tejada, Accountant II

Approved by: Jim Heller  
 Jim Heller, City Treasurer

**Statement of Changes in Cash Balance  
by Bank  
As of 2/29/16**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	5,389,605.63			5,389,605.63
City Checking & Investment Accounts	7,201,914.14	3,918,733.38	2,174,230.94	8,946,416.58
RA Obligation Retirement Fund	825,359.13	21.32		825,380.45
City - RMA Long-Term Investment Fund	1,033,355.00			1,033,355.00
Wells Fargo Mutual Fund	1,230,751.01	9.78		1,230,760.79
Rabobank - Money Market	<u>50,363.97</u>	<u>8.55</u>		<u>50,372.52</u>
<b>Totals</b>	<u><u>15,731,348.88</u></u>	<u><u>3,918,773.03</u></u>	<u><u>2,174,230.94</u></u>	<u><u>17,475,890.97</u></u>

Prepared by: Patricia Tejada  
Patricia Tejada, Accountant II

Approved by: Jim Heller  
Jim Heller, City Treasurer

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))

Investments are made pursuant to the City Council approved Investment Policy and Guidelines.

The City of Atwater has the ability to meet its pooled expenditure requirements for the next six months.

Bank Account Detail			
City LAIF	5,389,605.63	Westamerica Bank Checking	9,135,365.56
Chandler Asset Mgt.	1,033,355.00	Westamerica Bank (Transfer Account)	100,000.00
Wells Fargo Mutual Fund	1,230,760.79	Westamerica Bank Rdlvlpmnt Obligation Checking	825,380.45
Rabobank Money Market	50,372.52		



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**RESOLUTION NO. 2868-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER  
AFFIRMING THE PROHIBITION OF CULTIVATION OF MARIJUANA IN  
THE CITY OF ATWATER**

**WHEREAS**, Health and Safety Code 11362.777(b)(3) states that Department of Food and Agriculture may not issue a state license to cultivate medical marijuana within a city that prohibits cultivation under the principles of "permissive zoning"; and

**WHEREAS**, the City Council hereby affirms that the Atwater Zoning Code is adopted and operates under the principles of permissive zoning; and

**WHEREAS**, as a result, the cultivation of marijuana is not allowed within the City of Atwater because it is not expressly permitted within the Zoning Code.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Atwater as follows:

1. The State of California is not allowed to issue a license for the cultivation of medical marijuana within the City of Atwater.
2. The Community Development Department shall forward a certified copy of this Resolution to the California Department of Food and Agriculture, and to such other agencies and organizations as necessary and proper to carry out the City Council of the City of Atwater's intent.

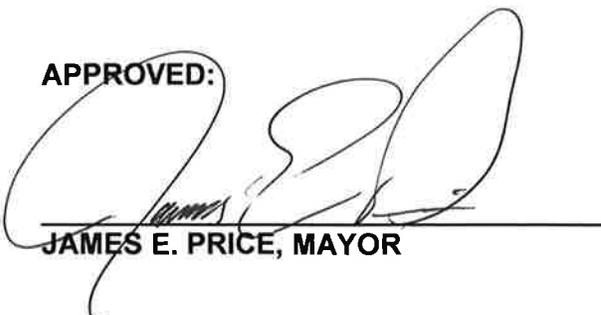
The foregoing resolution is hereby adopted this 9<sup>th</sup> day of November, 2015.

**AYES:** Rivero, Raymond, Vineyard, Bergman, Price

**NOES:** None

**ABSENT:** None

**APPROVED:**

  
\_\_\_\_\_  
**JAMES E. PRICE, MAYOR**

**ATTEST:**

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

**ORDINANCE NO. CS966**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF ATWATER AMENDING CHAPTER 13.13 OF  
THE ATWATER MUNICIPAL CODE**

**WHEREAS**, Article X, Section 2 of the California Constitution declares that waters of the State are to be put to beneficial use, that waste, unreasonable use, or unreasonable method of use of water be prevented, and that water be conserved for the public welfare; and

**WHEREAS**, conservation of current water supplies and minimization of the effects of water supply shortages that are the result of drought are essential to the public health, safety and welfare; and

**WHEREAS**, regulation of the time of certain water use, manner of certain water use, design of rates, method of application of water for certain uses, installation and use of water-saving devices, provide an effective and immediately available means of conserving water; and

**WHEREAS**, pursuant to Water Code § 376 and Government Code § 6061, the City of Atwater must publish in a newspaper of general circulation any ordinance or resolution adopting a water conservation program within 10 days after its adoption; and

**WHEREAS**, Water Code § 377 establishes that, from the publication of an ordinance or resolution pursuant to Section 376 until the repeal of the ordinance or end of the emergency, it is a misdemeanor punishable by up to 30 days in county jail and/or a fine of up to \$1,000 for any person to violate a requirement of the water conservation program; and

**WHEREAS**, the adoption and enforcement of a comprehensive water conservation program will allow the City of Atwater to delay or avoid declaring a water shortage emergency pursuant to Water Code § 350; and

**WHEREAS**, on May 25, 2015, the City of Atwater declared the existence of a local drought emergency; and

**WHEREAS**, Chapter 13.13 of the Atwater Municipal Code establishes a water conservation program; and

**WHEREAS**, the adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health and safety. In accordance with California Government Code § 36937, and in order to preserve the public peace, health and safety, the City Council finds it necessary to amend Chapters 13.13 of the Atwater Municipal Code to address the existence of the local drought emergency.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATWATER AS FOLLOWS:**

**SECTION 1:**

Pursuant to Water Code § 376 and Government Code § 6061, the City of Atwater shall publish in a newspaper of general circulation this ordinance amending the water conservation program within 10 days after its adoption; and

**SECTION 2:**

This ordinance establishes regulations to be implemented during times of declared water shortages, or declared water shortage emergencies.

**SECTION 3:**

The City Council hereby amends Chapter 13.13 to read in full as follows:

**13.13.010. – Purpose.**

The purpose of this Chapter is to promote the efficient use and reuse of water by all City of Atwater water service customers by requiring that all new construction projects and existing customers use water as efficiently as possible and comply with new development standards, landscape water use efficiency standards and water waste prohibition regulations.

**13.13.020. – Rules and regulations.**

These provisions shall apply to all persons using water in the City regardless of whether any person using water shall have a contract for water service with the City.

**13.13.30. – Prohibited uses—Mandatory.**

The Water Conservation Program shall be in effect year-round.

The following uses, methods, types or techniques of the use of water are hereby determined and declared nonessential and are prohibited:

A. All Users.

Water abuse is prohibited. It shall be unlawful for any person to knowingly or willingly cause or allow any water delivered by the City water system and received by such person to become water waste runoff and to flow away from property owned or occupied by such person in any gutter, ditch or other manner over the surface of the ground. An exception may be made when pitches or angles of the property are such that runoff cannot be prevented regardless of the length of time that watering occurs unless extreme preventative measures are taken. The definition of water abuse is excessive water flowing over the curb resulting in water running in the gutter a distance of 50 feet or directly into a catch basin.

1. Water waste runoff shall mean water flowing away from property caused by excessive application(s) (watering for longer than 8 minutes per station or location on property) of water delivered by the City water system beyond reasonable or practical flow rates, water volumes or duration of application.
2. Broken or defective plumbing, sprinklers, watering or irrigation systems which permit the escape or leakage of water are prohibited. Repair all water leaks within five (5) days of notification by the City Public Works Department unless other arrangements are made with the City Public Works Department.
3. The use of water in any manner which causes, allows or permits the flooding of any premises, or any portion thereof, is prohibited.
4. All uses of non-potable water without the permission of the Public Works Department are prohibited.
5. Stop washing down paved surfaces, including but not limited to sidewalks, driveways, garages, parking lots, tennis courts, or patios, except when it is necessary to alleviate safety or sanitation hazards, in which case, such areas shall be washed from water contained in a bucket or container not exceeding

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five-gallons in capacity.

6. For non-lawn landscaped areas including areas with trees and shrubs located on residential and commercial properties that are not irrigated by a landscaped irrigation system, use a hand-held hose equipped with a positive shut-off nozzle or bucket to water. Use a hand-held hose equipped with a positive shut-off nozzle or bucket to water landscaped areas, including trees and shrubs located on residential and commercial properties that are not irrigated by a landscape irrigation system.
  7. Stop operating ornamental fountains or similar decorative water features unless recycled water is used.
  8. Wash vehicles using a bucket, not exceeding five-gallons in capacity, and a hand-held hose with positive shut-off nozzle, mobile high pressure/low volume wash system, or at a commercial site that re-circulates (reclaims) water on-site. Avoid washing during hot conditions when additional water is required due to evaporation and avoid excessive water runoff down driveways, gutters and streets.
  9. Serve and refill water in restaurants and other food service establishments only upon request.
  10. Offer guest in hotels, motels, and other commercial lodging establishments the option of not laundering towels and linens daily.
  11. Initial filling of swimming pools or otherwise of the full capacity of a pool over 2,500 gallons is prohibited unless receiving an exemption from the Planning Development during the permit process. Emptying and refilling all pools is prohibited.
  12. The application of water from public water supply to outdoor landscapes during or within 48 hours after any measurable rainfall is prohibited i.e. use of sprinkler systems or watering by hand.
- B. Gardens and Landscaping. Consumers shall not irrigate any lawn or landscaped area between the hours of 7:10:00 AM and 7:5:00 PM on any day of the week.
1. Even numbered addresses are assigned watering days on Tuesdays and Saturdays. 12:01 AM to 10 AM and 5:00 PM to 11:59 PM your days
  2. Odd numbered addresses are assigned watering days on Sundays and Wednesdays. 12:01 AM to 10 AM and 5:00 PM to 11:59 PM your days
  3. Watering on Mondays, Thursdays, and Fridays is prohibited
  4. This Section shall not apply to commercial growers or nurseries within the City Limits
- C. New Planting. Notwithstanding the prohibitions contained in subsection B of this section, new lawns, ground covers, or bedding plants may be watered every day between 7:00 PM AM and 7:00 AM PM provided the following conditions are met:
1. New lawns, ground covers, or bedding shall not include reseeding of existing lawns or replacement of existing ground cover, or bedding plants, and shall be newly rototilled earth.
  2. The Public Works Director may impose such other restrictions as are deemed

necessary to prevent the waste of water.

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3. Watering can occur up to 4 times per day but no longer than a maximum of 8 minutes per station or location. Amount per station will depend on square footage of area to be watered.

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4. Property manager/owner is responsible to make sure excessive runoff over curbs and sidewalks and down gutters more than 50 feet does not occur.

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5. This Section shall apply to commercial properties, growers and nurseries in the City Limits.

#### 13.13.010. – Enforcement and penalties.

A. Any violation of this chapter is declared a public nuisance and the following penalties shall apply to such violations:

1. Each violation of this Chapter may be prosecuted as a misdemeanor punishable by imprisonment in the county jail for not more than thirty (30) days or by a fine not exceeding \$1,000, or by both as provided in Water Code § 377.
2. Each day that a violation of this Chapter occurs is a separate offense.
3. Administrative penalties may be levied for each violation of a provision of this Chapter in accordance with Water Code §§ 71590 and 71600 as follows:
  - A. For the first violation of this Chapter, the consumer shall be issued an administrative citation with a warning.
  - B. For the second violation of this Chapter within a period of one year, the consumer shall be issued an administrative citation in the amount of \$50.00.
  - C. For the third violation of this Chapter within a period of one year, the consumer shall be issued an administrative citation in the amount of \$75.00.
  - D. For the fourth violation of this Chapter, and any subsequent violation within a period of one year, the consumer shall be issued an administrative citation in the amount of \$250.00. In addition, as part of the penalty for the fourth violation, the consumer and the property owner, if different than the consumer, shall be notified that the City will be installing a water meter, if one does not already exist, at the property owner's expense. The consumer or property owner will have the right to appeal the placement of the water meter on said property pursuant to Section 13.13.040(B) below.
4. The foregoing provisions are cumulative and in addition to any other remedies or penalties authorized or imposed under any other provision of this Code or other applicable law or regulation.

#### B. Right to Appeal.

1. The person receiving an administrative citation under this Chapter shall have the right of appeal prior to the imposition of any penalty fee. The appeal hearing shall be informal and held before a hearing officer appointed by the City Manager, who shall make the final administrative determination regarding the matter.

2. The person receiving an administrative citation under this Chapter must request an appeal hearing, in writing, within ten days from the date of the administrative citation was served. The request for hearing shall be addressed to the City Clerk who will assign a hearing officer. Failure to properly serve a request for hearing within the ten-day period shall be deemed a waiver of rights to appeal the matter, and the penalty fee will become final and subject to collection.

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3. The hearing officer shall give written notice and issue a decision in accordance with Section 8.32.080 of this Code.

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4. Failure to appear, or if appeal is denied, fees in Section 13.13.040 A 2(a-d) will be added to the next water bill(s).

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C. Enforcement. The Public Works Director, or his/her designee(s), shall be responsible for the enforcement of this Chapter.

**SECTION 4. SEVERABILITY:** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

**SECTION 5. EFFECTIVE DATE:** This ordinance is effective immediately upon adoption or as otherwise established by state law.

**ADOPTED: May 26, 2015**

**AYES: Bergman, Raymond, Vineyard, Price**

**NOES: Rivero**

**ABSENT: None**

**APPROVED:**

/s/ JAMES E. PRICE, MAYOR

**ATTEST:**

/s/ JEANNA DEL REAL, CITY CLERK