

**CITY OF ATWATER**  
**CITY COUNCIL**  
**AND**  
**SUCCESSOR AGENCY TO THE ATWATER**  
**REDEVELOPMENT AGENCY**  
**AGENDA**

Council Chambers  
750 Bellevue Road  
Atwater, California

**October 10, 2016**

CALL TO ORDER:

**5:00 PM**

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council)

**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 (3)**
- b. **Pursuant to Government Code Section 54957, Public Employee Appointment: City Manager**
- c. **Pursuant to Government Code Section 54957, Public Employee Appointment: City Attorney**

REGULAR SESSION: (Council Chambers)

**6:00 PM**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE TO THE FLAG:

INVOCATION:

**Invocation by Police Chaplain Mead**



ROLL CALL: (City Council/Governing Board)

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

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

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

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

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

PRESENTATIONS:

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

COMMENTS FROM THE PUBLIC:

**NOTICE TO THE PUBLIC**

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

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

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

CONSENT CALENDAR:

**NOTICE TO THE PUBLIC**

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

WARRANTS:

1. **October 10, 2016**

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

MINUTES: (City Council)

**2. Regular meeting, September 26, 2016**

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

AGREEMENTS:

**3. Authorizing transfer of property located at Manuel Bairos Park to the Atwater Elementary School District (Community Development Director McBride)**

**Staff's Recommendation:** Authorization of transfer of a portion of Manuel Bairos Park to the Atwater Elementary School District for the expansion of Peggy Heller School.

**4. Ratifying Side Letter Agreement with Miscellaneous and Clerical Bargaining Units (Human Resources Director Del Real)**

**Staff's Recommendation:** Adoption of Resolution No. 2925-16 ratifying Side Letter of Agreement with American Federation of State, County and Municipal Employees, Local 2703, Council 57, AFL-CIO ("AFSCME") representing the Miscellaneous Unit and Clerical Unit and authorizing and directing the City Manager to execute the agreement, in a form approved by the Deputy City Attorney, on behalf of the City.

PUBLIC IMPROVEMENTS:

**5. Accepting Public improvements within Tract No. 04-6, Juniper Meadows II (Community Development Director McBride)**

**Staff's Recommendation:** Acceptance of the public improvements within Tract No. 04-6, Juniper Meadows II on behalf of the public.

REPORTS:

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

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

ORDINANCES (WAIVING FIRST READING AND INTRODUCTION):

**7. Waiving the first reading and introducing Ordinance No. CS 978 repealing and re-enacting Title 15, "Buildings and Construction," of the Atwater Municipal Code and setting a Public Hearing (Chief Building Official Pereida)**

**Staff's Recommendation:** Waives the first reading and introduces Ordinance No. CS 978 repealing and re-enacting Title 15, "Buildings and Construction," of the Atwater Municipal Code; and authorizes and directs the City Manager to schedule a Public Hearing for adoption of Ordinance No. CS 978 on October 24, 2016.

INFORMATIONAL ITEMS ONLY (NO ACTION REQUIRED):

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

CITY ATTORNEY REPORTS/UPDATES:

12. **Verbal update regarding Mobile Home Park Conversions**

PUBLIC HEARINGS:

13. **Waiving the first reading and introducing Ordinance No. CS 976 amending Chapter 8.50, "Camping, Sleeping, Storage of Personal Property," of the Atwater Municipal Code** (Deputy City Attorney Henderson)

**Staff's Recommendation:** Open the Public Hearing and take any testimony given regarding Ordinance No. CS 976; and

Motion to waive the first reading and introduce Ordinance No. CS 976 amending Chapter 8.50, "Camping, Sleeping, Storage of Personal Property," of the Atwater Municipal Code; or

Motion to approve staff's recommendation as presented.

REPORTS AND PRESENTATIONS FROM STAFF:

14. **Approving City Operated Tow Yard at Corporation Yard and authorizing Measure H Funds for site improvements** (Interim Police Chief Joseph)

**Staff's Recommendation:** Motion to adopt Resolution No. 2924-16 approving a City Operated Tow Yard at the City Corporation Yard and authorizing the use of Measure H Funds to improve the location; or

Motion to approve staff's recommendation as presented.

15. **Approving First Amendment to the Promissory Note between Luis Naranjo Villalobos and the Successor Agency to the Atwater Redevelopment Agency** (Community Development Director McBride)

**Staff's Recommendation:** Motion to adopt Resolution No. SA 2016-4 approving the First Amendment to the Promissory Note, in a form approved by the City Attorney, between Luis Naranjo Villalobos and the Successor Agency to the Atwater Redevelopment Agency; or

Motion to approve staff's recommendation as presented.

16. **Verbal update regarding Public Safety CFD compared to "Mello Roos" CFD 1-90 and Maintenance Districts** (Community Development Director McBride)

CITY COUNCIL MATTERS:

17. **Approving resolution opposing Proposition 57, the California Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative** (City Council Members Raymond and Vineyard)

**Staff's Recommendation:** Motion to adopt Resolution No. 2927-16 opposing Proposition 57, the California Parole for Non-Violent Criminals and Juvenile Court Trial Requirements Initiative; or

Motion to approve staff's recommendation as presented.

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

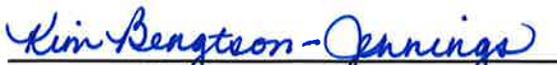
CLOSED SESSION:

**Continuation of Closed Session if necessary**

ADJOURNMENT:

CERTIFICATION:

I, Kim Bengtson-Jennings, Deputy City Clerk/Board Secretary 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.

  
KIM BENGTON-JENNINGS  
DEPUTY CITY CLERK

AB 23 NOTICE:

*Pursuant to Government Code Section 54952.3, City Council is not receiving additional compensation for serving as members of the Fire Protection District or as Successor Agency to the Atwater Redevelopment Agency.*

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 a minimum of three (3) business days in advance of the meeting at 357-6205. You may also send the request by email to [jdelreal@atwater.org](mailto:jdelreal@atwater.org).*

~ October 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6 Joint Special Meeting/ Town Hall Meeting - CC, CDRC, Measure H Committee - 6:00 PM @ Community Center	7 <b>City Hall closed</b>	8
9	10 City Council Meeting - 6:00 PM	11	12	13	14 <b>City Hall closed</b>	15
16	17 Oversight Board of Successor Agency to ARA Meeting - 1:30 PM	18	19 Community Development & Resources Commission Meeting - 6:00 PM	20	21 <b>City Hall closed</b>	22 Fall Clean Up Day 7:00 AM - 2:00 PM
23	24 Audit & Finance Committee Mtg - 3:30 PM City Council Mtg - 6:00 PM	25	26	27 Merced County District 3 Supervisor McDaniel "Mobile" Office Hours - 1:30 - 3:30 PM	28 <b>City Hall closed</b>	29
30	31					

~ November 2016 ~

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4 City Hall closed	5
6 Daylight Savings Time Ends	7	8	9	10 City Holiday Veterans Day Observed	11 Veterans Day City Hall closed Trash pick up delayed 1 day	12
13	14 City Council Meeting - 6:00 PM	15	16 Community Development & Resources Commission Meeting - 6:00 PM	17	18 City Hall closed	19
20	21 Oversight Board of Successor Agency to ARA Meeting - 1:30 PM	22	23 City Holiday Thanksgiving Holiday	24 City Holiday Thanksgiving Day Trash pick up delayed 1 day	25 City Hall closed	26
27	28 Audit & Finance Committee Meeting - 3:30 PM	29	30	Notes:		

**WARRANTS SUMMARY FOR OCTOBER 10, 2016 COUNCIL MEETING**

TOTAL OF WARRANTS (FROM WARRANT REPORT)

\$ 1,177,062.17

ADDITIONAL WARRANTS ( THESE AMOUNTS ARE **NOT** INCLUDED IN TOTAL WARRANTS)

DATE	DESCRIPTION	AMOUNT
9/30/2016	Prewrittens included in this current warrant run.	(\$13,649.84)
9/21/2016	Retiree Medical Reimbursement-OCTOBER 2016	\$ 28,476.10
9/29/2016	PERS Retirement EFT 9/8/16-9/21/2016	\$ 39,698.97

TOTAL ADDITIONAL WARRANTS

\$54,525.23

GRAND TOTAL OF WARRANTS PAID =====

\$1,231,587.40

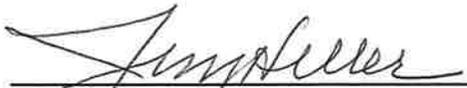
INFORMATIONAL ONLY ( INCLUDED IN THE TOTAL WARRANTS TOTAL)

DATE	DESCRIPTION	AMOUNT
9/29/2016	Net Payroll	\$149,681.52
9/29/2016	Federal Taxes	\$46,503.63
9/29/2016	State Taxes	\$6,147.94
9/29/2016	Payroll Deductions	\$1,622.35

\$202,333.09 Total Payroll

TOTAL INFORMATIONAL WARRANTS

\$203,955.44

  
 CITY TREASURER



# Accounts Payable

## Checks for Approval

User: jdaniel  
 Printed: 10/5/2016 - 9:57 AM

*Prewrittens*



City of  
**Atwater**  
 Community Pride City Wide

760 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68778	09/30/2016	Employee Benefits Fund	Health Insurance, Retirees	RAMONA BLAKE		242.24
					Check Total:	242.24
68779	09/30/2016	Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		630.19
					Check Total:	630.19
68780	09/30/2016	Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		334.76
					Check Total:	334.76
68781	09/30/2016	Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		1,838.49
					Check Total:	1,838.49
68782	09/30/2016	Employee Benefits Fund	Health Insurance, Retirees	DARRELL HAMMIT		630.19
					Check Total:	630.19
68783	09/30/2016	Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		870.77
					Check Total:	870.77
68784	09/30/2016	Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		66.88
					Check Total:	66.88
68785	09/29/2016	General Fund	Garnishments	FRANCHISE TAX BOARD		159.59
68785	09/29/2016	General Fund	Garnishments	FRANCHISE TAX BOARD		254.92
					Check Total:	414.51
68786	09/29/2016	General Fund	Garnishments	STATE DISBURSEMENT UNIT		1,207.84
					Check Total:	1,207.84
68787	09/29/2016	General Fund	Training	CALIFORNIA NARCOTIC CANINE ASSOCIATIC		70.00
					Check Total:	70.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68788	09/29/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		6,212.00
					Check Total:	6,212.00
68789	09/29/2016	General Fund	Training	SAMUEL JOSEPH		405.97
					Check Total:	405.97
68790	09/29/2016	General Fund	Training	MERCED COUNTY LAW ENFORCEMENT CHIE		300.00
					Check Total:	300.00
68791	09/29/2016	General Fund	Vacant Bldg Sales Tax Rebate	PINEDA AUTO SALES		426.00
					Check Total:	426.00
					Report Total:	13,649.84

# Accounts Payable

## Checks for Approval

User: jdaniel  
 Printed: 10/5/2016 - 10:00 AM



*City of*  
**Atwater**  
*Community Pride City Wide*

760 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68792 ✓	10/10/2016	General Fund	Office Supplies	ABS PRESORT, INC.		1,768.67
68792	10/10/2016	General Fund	Office Supplies	ABS PRESORT, INC.		2,700.00
					Check Total:	4,468.67
68793 ✓	10/10/2016	Internal Service Fund	Special Departmental Expense	ACE PIPE & STEEL		79.55
					Check Total:	79.55
68794 ✓	10/10/2016	Sanitation Enterprise	Solid Waste Collectn/Disposal	ALLIED WASTE SERVICES #917		204,114.00
					Check Total:	204,114.00
68795 ✓	10/10/2016	General Fund	Professional Services	ANIMAL MEDICAL CENTER		165.82
					Check Total:	165.82
68796 ✓	10/10/2016	General Fund	Summer Co-Ed Softball League	ASA GREATER SAN JOAQUIN		320.00
68796	10/10/2016	General Fund	Adult Slo-Pitch Softball	ASA GREATER SAN JOAQUIN		400.00
					Check Total:	720.00
68797 ✓	10/10/2016	General Fund	Special Departmental Expense	ATWATER CHIROPRACTIC, INC.		90.00
68797	10/10/2016	Internal Service Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		100.00
					Check Total:	190.00
68798 ✓	10/10/2016	Water Enterprise Fund	Special Departmental Expense	ATWATER IRRIGATION INC.		12.41
68798	10/10/2016	Water Enterprise Fund	Special Departmental Expense	ATWATER IRRIGATION INC.		40.01
					Check Total:	52.42
68799 ✓	10/10/2016	General Fund	Special Departmental Expense	ATWATER MEDICAL GROUP		312.00
					Check Total:	312.00
68800 ✓	10/10/2016	General Fund	Office Supplies	BEST IMPRESSION PRINTING		169.61
					Check Total:	169.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68801	10/10/2016	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.30
68801	10/10/2016	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		17.39
					Check Total:	29.69
68802	10/10/2016	Sewer Enterprise Fund	Special Departmental Expense	BLUELINE RENTAL		97.20
					Check Total:	97.20
68803	10/10/2016	General Fund	Training	CACEO		359.00
					Check Total:	359.00
68804	10/10/2016	Internal Service Fund	Special Departmental Expense	CENTRAL SANITARY SUPPLY		55.86
68804	10/10/2016	Internal Service Fund	Special Departmental Expense	CENTRAL SANITARY SUPPLY		1,661.46
68804	10/10/2016	Internal Service Fund	Special Departmental Expense	CENTRAL SANITARY SUPPLY		40.52
					Check Total:	1,757.84
68805	10/10/2016	Water Enterprise Fund	Special Departmental Expense	CHEM QUIP, INC.		834.16
					Check Total:	834.16
68806	10/10/2016	General Fund	Community Center	ALEX CISNEROS		170.00
					Check Total:	170.00
68807	10/10/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		176.00
68807	10/10/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		218.50
68807	10/10/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		188.50
68807	10/10/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		115.00
68807	10/10/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		165.00
68807	10/10/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		549.09
					Check Total:	1,412.09
68808	10/10/2016	Internal Service Fund	Communications	COMCAST CABLE		13.20
					Check Total:	13.20
68809	10/10/2016	General Fund	Office Supplies	CREATIVE FORMS & CONCEPTS		397.60
					Check Total:	397.60
68810	10/10/2016	General Fund	Inspection Fees	CSG CONSULTANTS, INC.		4,657.50
68810	10/10/2016	General Fund	Plan Check Fees	CSG CONSULTANTS, INC.		9,708.68
68810	10/10/2016	General Fund	Plan Check Fees	CSG CONSULTANTS, INC.		202.50
					Check Total:	14,568.68
68811	10/10/2016	General Fund	Training	CSULB FOUNDATION		620.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68812	10/10/2016	General Fund	Mens Fall Slo-Pitch Ball	TODD A. DAVIS		620.00
					Check Total:	75.00
68813	10/10/2016	General Fund	Community Center	OSCAR DEL TORO		75.00
					Check Total:	170.00
68814	10/10/2016	Internal Service Fund	Professional Services	DELRAY TIRE		170.00
					Check Total:	16.50
68815	10/10/2016	General Fund	Communications	DELTA WIRELESS & NETWORK SOLUTIONS		16.50
					Check Total:	95.00
68816	10/10/2016	General Fund	Special Departmental Expense	DEPT. OF JUSTICE		95.00
68816	10/10/2016	General Fund	Special Departmental Expense	DEPT. OF JUSTICE		160.00
					Check Total:	480.00
68817	10/10/2016	Ferrari Ranch Project Fund	Professional Services	EMC PLANNING GROUP INC		640.00
					Check Total:	9,844.69
68818	10/10/2016	Atwater South LNDSCP	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		9,844.69
68818	10/10/2016	Bell Crossing LNDSCP	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		26.90
68818	10/10/2016	Price Annexation LMA	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		53.75
68818	10/10/2016	General Fund	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		519.45
68818	10/10/2016	Gas Tax/Street Improvement	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		3,162.40
68818	10/10/2016	Camellia Meadows LNDSCP	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		483.75
					Check Total:	107.50
68819	10/10/2016	Water Enterprise Fund	Special Departmental Expense	FASTENAL COMPANY		4,353.75
					Check Total:	9.63
68820	10/10/2016	Gas Tax/Street Improvement	Professional Services	FINELINE STRIPING		9.63
					Check Total:	4,976.00
68821	10/10/2016	Internal Service Fund	Operations & Maintenance	FIRE TECH INSPECTION SERVICE		4,976.00
68821	10/10/2016	Internal Service Fund	Operations & Maintenance	FIRE TECH INSPECTION SERVICE		250.00
68821	10/10/2016	General Fund	Operations & Maintenance	FIRE TECH INSPECTION SERVICE		500.00
68821	10/10/2016	General Fund	Operations & Maintenance	FIRE TECH INSPECTION SERVICE		525.00
					Check Total:	375.55
					Check Total:	1,650.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68822	10/10/2016	General Fund	Communications	JD SANDERS COMPANY LLC		650.00
				Check Total:		650.00
68823	10/10/2016	General Fund	Professional Services	JLB TRAFFIC ENGINEERING, INC		34.71
68823	10/10/2016	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		277.66
68823	10/10/2016	General Fund	Professional Services	JLB TRAFFIC ENGINEERING, INC		1,388.30
68823	10/10/2016	Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		318.26
				Check Total:		2,018.93
68824	10/10/2016	Internal Service Fund	Operations & Maintenance	LACAL EQUIPMENT INC.		2,476.08
				Check Total:		2,476.08
68825	10/10/2016	Internal Service Fund	Special Departmental Expense	LATTA'S AUTO SUPPLY		67.65
68825	10/10/2016	Internal Service Fund	Small Tools	LATTA'S AUTO SUPPLY		12.91
				Check Total:		80.56
68826	10/10/2016	General Fund	Special Departmental Expense	LEAVE YOUR MARK!		40.07
				Check Total:		40.07
68827	10/10/2016	General Fund	Community Center	ANGELICA LOZANO QUINTERO		170.00
				Check Total:		170.00
68828	10/10/2016	Sanitation Enterprise	Accounts Payable	JACOLYN MARSHALL		0.90
68828	10/10/2016	Sanitation Enterprise	Accounts Payable	JACOLYN MARSHALL		2.88
68828	10/10/2016	Sewer Enterprise Fund	Accounts Payable	JACOLYN MARSHALL		9.50
68828	10/10/2016	Water Enterprise Fund	Accounts Payable	JACOLYN MARSHALL		4.44
				Check Total:		17.72
68829	10/10/2016	General Fund	Rtif	MCAG - RTIF		54,560.95
				Check Total:		54,560.95
68830	10/10/2016	General Fund	Contracted Recreation Fees	MELANIE'S BALLET AND JAZZ COURSE		364.00
				Check Total:		364.00
68831	10/10/2016	Simon Annexation LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		1.39
68831	10/10/2016	Bell Crossing LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		7.21
68831	10/10/2016	Aspenwood LD	Professional Services	MERCED SUN STAR-LEGALS		8.48
68831	10/10/2016	Mello Ranch LD	Professional Services	MERCED SUN STAR-LEGALS		17.13
68831	10/10/2016	Redwood Estates LMA	Professional Services	MERCED SUN STAR-LEGALS		1.69
68831	10/10/2016	Silva Ranch LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		16.23
68831	10/10/2016	Stone Creek LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		27.58

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68831	10/10/2016	Camellia Estates LD	Professional Services	MERCED SUN STAR-LEGALS		6.56
68831	10/10/2016	Camellia Meadows LD	Professional Services	MERCED SUN STAR-LEGALS		10.48
68831	10/10/2016	General Fund	Printing & Advertising	MERCED SUN STAR-LEGALS		117.60
68831	10/10/2016	Camellia Meadows LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		2.83
68831	10/10/2016	Sandlewood Square LD	Professional Services	MERCED SUN STAR-LEGALS		3.18
68831	10/10/2016	Meadow View LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		7.48
68831	10/10/2016	Atwater South LD	Professional Services	MERCED SUN STAR-LEGALS		27.90
68831	10/10/2016	Beluga Court LD	Professional Services	MERCED SUN STAR-LEGALS		1.30
68831	10/10/2016	Shaffer Lakes West LD	Professional Services	MERCED SUN STAR-LEGALS		5.35
68831	10/10/2016	Reserve Lndscp	Professional Services	MERCED SUN STAR-LEGALS		0.80
68831	10/10/2016	Orchard Park Estates LD	Professional Services	MERCED SUN STAR-LEGALS		26.72
68831	10/10/2016	General Fund	Professional Services	MERCED SUN STAR-LEGALS		87.60
68831	10/10/2016	Silva Ranch LD	Professional Services	MERCED SUN STAR-LEGALS		16.33
68831	10/10/2016	Simon Annexation LD	Professional Services	MERCED SUN STAR-LEGALS		1.14
68831	10/10/2016	America West LD	Professional Services	MERCED SUN STAR-LEGALS		9.10
68831	10/10/2016	Applegate Ranch Lndscp	Professional Services	MERCED SUN STAR-LEGALS		3.85
68831	10/10/2016	Cottage Gardens ST & LMA	Professional Services	MERCED SUN STAR-LEGALS		9.56
68831	10/10/2016	Mello Ranch 2 LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		43.98
68831	10/10/2016	Atwater South LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		27.67
68831	10/10/2016	Meadow View LD	Professional Services	MERCED SUN STAR-LEGALS		31.47
68831	10/10/2016	Applegate Ranch LD	Professional Services	MERCED SUN STAR-LEGALS		4.08
68831	10/10/2016	Mello Ranch 2 LD	Professional Services	MERCED SUN STAR-LEGALS		16.42
68831	10/10/2016	Shaffer Lakes East LD	Professional Services	MERCED SUN STAR-LEGALS		25.41
68831	10/10/2016	Pajaro Dunes LD	Professional Services	MERCED SUN STAR-LEGALS		11.76
68831	10/10/2016	Aspenwood Lndscp	Professional Services	MERCED SUN STAR-LEGALS		16.07
68831	10/10/2016	General Fund	Printing & Advertising	MERCED SUN STAR-LEGALS		1,593.90
68831	10/10/2016	America West LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		8.42
68831	10/10/2016	Redwood Estates LD	Professional Services	MERCED SUN STAR-LEGALS		17.06
68831	10/10/2016	Mello Ranch LNDSCP	Professional Services	MERCED SUN STAR-LEGALS		20.01
68831	10/10/2016	Reserve LD	Professional Services	MERCED SUN STAR-LEGALS		2.31
68831	10/10/2016	Juniper Meadows LD	Professional Services	MERCED SUN STAR-LEGALS		2.95
68831	10/10/2016	Bell Crossing LD	Professional Services	MERCED SUN STAR-LEGALS		0.34
68831	10/10/2016	Woodhaven LD	Professional Services	MERCED SUN STAR-LEGALS		5.14
68831	10/10/2016	Stone Creek LD	Professional Services	MERCED SUN STAR-LEGALS		26.22
Check Total:						2,270.70
68832	10/10/2016	General Fund	Uniform & Clothing Expense	MERCED UNIFORM		19.39
68832	10/10/2016	General Fund	Uniform & Clothing Expense	MERCED UNIFORM		19.39
68832	10/10/2016	General Fund	Uniform & Clothing Expense	MERCED UNIFORM		209.52
68832	10/10/2016	General Fund	Uniform & Clothing Expense	MERCED UNIFORM		209.52
68832	10/10/2016	General Fund	Uniform & Clothing Expense	MERCED UNIFORM		307.54
Check Total:						765.36

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68833	10/10/2016	Water Enterprise Fund	Accounts Payable	MGM LP & TODD OLIVER FAMILY TRUST		17.81
68833	10/10/2016	Water Enterprise Fund	Accounts Payable	MGM LP & TODD OLIVER FAMILY TRUST		21.96
68833	10/10/2016	Sanitation Enterprise	Accounts Payable	MGM LP & TODD OLIVER FAMILY TRUST		25.01
Check Total:						64.78
68834	10/10/2016	Gas Tax/Street Improvement	Winton Way Road Improvements	MID VALLEY ENGINEERING		1,650.00
Check Total:						1,650.00
68835	10/10/2016	General Fund	Professional Services	MUNICIPAL RESOURCE GROUP, LLC		300.00
Check Total:						300.00
68836	10/10/2016	General Fund	Professional Services	MUNISERVICES LLC		30.80
Check Total:						30.80
68837	10/10/2016	General Fund	Maint. Buildings & Grounds	NSP3		48.25
Check Total:						48.25
68838	10/10/2016	General Fund	Office Supplies	THE OFFICE CITY		32.35
68838	10/10/2016	General Fund	Office Supplies	THE OFFICE CITY		142.08
Check Total:						174.43
68839	10/10/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		61.24
68839	10/10/2016	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		10.78
68839	10/10/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		37.69
68839	10/10/2016	Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		12.07
Check Total:						121.78
68840	10/10/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		95.05
68840	10/10/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		74.44
68840	10/10/2016	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		45,900.87
68840	10/10/2016	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		66.10
68840	10/10/2016	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		61,906.23
68840	10/10/2016	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		101.14
Check Total:						108,143.83
68841	10/10/2016	General Fund	Deposits	PACIFIC GAS & ELECTRIC CO.		524.00
68841	10/10/2016	Water Enterprise Fund	Water Service Charges	PACIFIC GAS & ELECTRIC CO.		-57.00
Check Total:						467.00
68842	10/10/2016	RDVLPMENT Obligation Retirement	Professional Services	A.M. PECHE & ASSOC. LLC		2,398.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68843 ✓	10/10/2016	Sewer Enterprise Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		44.55
					Check Total:	2,398.61
68844 ✓	10/10/2016	Water Fund Capital Replacemet	Well #20 Rehab	QUAD KNOPF		1,885.46
68844	10/10/2016	General Fund Capital	Juniper Ped/Bike Path Infill	QUAD KNOPF		139.90
					Check Total:	44.55
68845 ✓	10/10/2016	General Fund	Community Center	JESUS QUEZADA		170.00
					Check Total:	2,025.36
68846 ✓	10/10/2016	Information Technology Fund	Special Departmental Expense	QUICKPCSUPPORT		284.79
68846	10/10/2016	Information Technology Fund	Special Departmental Expense	QUICKPCSUPPORT		193.32
68846	10/10/2016	Information Technology Fund	Special Departmental Expense	QUICKPCSUPPORT		139.32
68846	10/10/2016	Information Technology Fund	Special Departmental Expense	QUICKPCSUPPORT		655.55
68846	10/10/2016	Water Enterprise Fund	Professional Services	QUICKPCSUPPORT		220.00
68846	10/10/2016	Information Technology Fund	Professional Services	QUICKPCSUPPORT		5,505.00
68846	10/10/2016	Information Technology Fund	Special Departmental Expense	QUICKPCSUPPORT		585.00
					Check Total:	170.00
68847 ✓	10/10/2016	Water Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		6,955.00
					Check Total:	7,582.98
68848 ✓	10/10/2016	Water Enterprise Fund	Rents & Leases	RAY MORGAN COMPANY		135.75
68848	10/10/2016	Sewer Enterprise Fund	Rents & Leases	RAY MORGAN COMPANY		135.74
68848	10/10/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		185.92
68848	10/10/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		365.93
68848	10/10/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
					Check Total:	6,955.00
68849 ✓	10/10/2016	RDVLPMENT Obligation Retirement	Atw Blvd Strscp-Dwntwn Sub	ROLFE CONSTRUCTION		78,786.00
68849	10/10/2016	RDVLPMENT Obligation Retirement	Project Retention	ROLFE CONSTRUCTION		-3,939.30
68849	10/10/2016	Gas Tax/Street Improvement	Project Retention	ROLFE CONSTRUCTION		-267.58
68849	10/10/2016	Gas Tax/Street Improvement	Downtown Core Area Revitalize	ROLFE CONSTRUCTION		5,351.62
68849	10/10/2016	RDVLPMENT Obligation Retirement	Downtown Core Area Revitalize	ROLFE CONSTRUCTION		514,580.12
68849	10/10/2016	RDVLPMENT Obligation Retirement	Project Retention	ROLFE CONSTRUCTION		-25,729.00
					Check Total:	838.20
68850 ✓	10/10/2016	RDVLPMENT Obligation Retirement	Professional Services	ROSENOW SPEVACEK GROUP INC.		3,227.50
					Check Total:	568,781.86

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68851	10/10/2016	General Fund	Special Departmental Expense	RU2 SYSTEMS INC		618.00
					Check Total:	3,227.50
68852	10/10/2016	General Fund	Office Supplies	SAFEGUARD BUSINESS SYSTEMS		105.91
					Check Total:	618.00
68853	10/10/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	SAFE-T-LITE		177.08
					Check Total:	105.91
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		31.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		18.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		500.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		28.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		31.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		19.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		38.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		25.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		62.00
68854	10/10/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		36.00
					Check Total:	177.08
68855	10/10/2016	Water Enterprise Fund	Professional Services	SHANNON PUMP CO.		116.25
					Check Total:	788.00
68856	10/10/2016	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		41.45
68856	10/10/2016	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		76.03
68856	10/10/2016	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		47.35
68856	10/10/2016	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		33.78
					Check Total:	116.25
68857	10/10/2016	General Fund	Adult Co-Ed Softball	STEVEN STONE, II		50.00
68857	10/10/2016	General Fund	Mens Fall Slo-Pitch Ball	STEVEN STONE, II		150.00
					Check Total:	198.61
68858	10/10/2016	General Fund	Adult Co-Ed Softball	JOSE L. TAMEZ		50.00
					Check Total:	200.00
68859	10/10/2016	Water Enterprise Fund	Water Service Charges	TAYLOR BACKHOE SERVICE, INC.		-476.50
68859	10/10/2016	General Fund	Deposits	TAYLOR BACKHOE SERVICE, INC.		524.00
					Check Total:	50.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68860	10/10/2016	Information Technology Fund	Special Departmental Expense	TELEPACIFIC COMMUNICATIONS		47.50
					Check Total:	5,279.45
68861	10/10/2016	Water Enterprise Fund	Professional Services	THOMAS H. TERPSTRA		734.00
68861	10/10/2016	Sewer Enterprise Fund	Professional Services	THOMAS H. TERPSTRA		591.50
68861	10/10/2016	Risk Management Fund	Professional Services	THOMAS H. TERPSTRA		2,580.00
68861	10/10/2016	Ferrari Ranch Project Fund	Professional Services	THOMAS H. TERPSTRA		412.50
68861	10/10/2016	General Fund	Professional Services	THOMAS H. TERPSTRA		14,349.33
					Check Total:	18,667.33
68862	10/10/2016	General Fund	Professional Services	THE RADAR SHOP		267.00
					Check Total:	267.00
68863	10/10/2016	Internal Service Fund	Uniform & Clothing Expense	TRACTOR SUPPLY CREDIT PLAN		10.79
68863	10/10/2016	Sewer Enterprise Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		32.37
68863	10/10/2016	Sewer Enterprise Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		21.58
68863	10/10/2016	Sewer Enterprise Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		8.62
68863	10/10/2016	Sewer Enterprise Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		26.99
68863	10/10/2016	Gas Tax/Street Improvement	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		18.35
					Check Total:	118.70
68864	10/10/2016	General Fund	Summer Co-Ed Softball League	URBAN ILLUSTRATORS		565.11
68864	10/10/2016	General Fund	Adult Slo-Pitch Softball	URBAN ILLUSTRATORS		999.00
					Check Total:	1,564.11
68865	10/10/2016	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,200.00
					Check Total:	1,200.00
68866	10/10/2016	General Fund	Training	ROBERT VARGAS		1,054.98
					Check Total:	1,054.98
68867	10/10/2016	General Fund	Training	FABIAN VELAZQUEZ		491.12
					Check Total:	491.12
68868	10/10/2016	General Fund	Communications	VERIZON WIRELESS		830.06
					Check Total:	830.06
68869	10/10/2016	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		852.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	852.63
68870 ✓	10/10/2016	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		29.74
68870	10/10/2016	Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		183.74
					Check Total:	213.48
68871 ✓	10/10/2016	Gas Tax/Street Improvement	Professional Services	WEST COAST ARBORISTS, INC.		5,814.00
					Check Total:	5,814.00
68872 ✓	10/10/2016	Sewer Enterprise Fund	Rents & Leases	WESTAMERICA BANK		77,212.63
					Check Total:	77,212.63
68873 ✓	10/10/2016	Water Enterprise Fund	Training	WESTAMERICA BANK		1,913.64
68873	10/10/2016	General Fund	Professional Services	WESTAMERICA BANK		2,514.05
68873	10/10/2016	Water Enterprise Fund	Special Departmental Expense	WESTAMERICA BANK		10.79
68873	10/10/2016	General Fund	Special Departmental Expense	WESTAMERICA BANK		109.25
68873	10/10/2016	Internal Service Fund	Operations & Maintenance	WESTAMERICA BANK		2,224.48
68873	10/10/2016	General Fund	Small Tools	WESTAMERICA BANK		310.30
68873	10/10/2016	General Fund	Special Departmental Expense	WESTAMERICA BANK		260.92
68873	10/10/2016	Internal Service Fund	Special Departmental Expense	WESTAMERICA BANK		18.88
					Check Total:	7,362.31
68874 ✓	10/10/2016	Silva Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		385.86
68874	10/10/2016	Stone Creek LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		651.89
68874	10/10/2016	Woodhaven LD	Professional Services	WILLDAN FINANCIAL SERVICES		121.42
68874	10/10/2016	Reserve Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		18.90
68874	10/10/2016	Mello Ranch 2 LD	Professional Services	WILLDAN FINANCIAL SERVICES		388.09
68874	10/10/2016	Camellia Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		154.97
68874	10/10/2016	Orchard Park Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		631.48
68874	10/10/2016	America West LD	Professional Services	WILLDAN FINANCIAL SERVICES		214.98
68874	10/10/2016	Stone Creek LD	Professional Services	WILLDAN FINANCIAL SERVICES		619.77
68874	10/10/2016	Shaffer Lakes East LD	Professional Services	WILLDAN FINANCIAL SERVICES		600.53
68874	10/10/2016	Applegate Ranch Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		91.00
68874	10/10/2016	Aspenwood LD	Professional Services	WILLDAN FINANCIAL SERVICES		200.35
68874	10/10/2016	Meadow View LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		176.80
68874	10/10/2016	Silva Ranch LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		383.66
68874	10/10/2016	Simon Annexation LD	Professional Services	WILLDAN FINANCIAL SERVICES		26.83
68874	10/10/2016	Atwater South LD	Professional Services	WILLDAN FINANCIAL SERVICES		660.10
68874	10/10/2016	Applegate Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		96.48
68874	10/10/2016	Aspenwood Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		379.71
68874	10/10/2016	Redwood Estates LMA	Professional Services	WILLDAN FINANCIAL SERVICES		40.01
68874	10/10/2016	Reserve LD	Professional Services	WILLDAN FINANCIAL SERVICES		54.67

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68874	10/10/2016	Mello Ranch 2 LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		1,039.41
68874	10/10/2016	Sandlewood Square LD	Professional Services	WILLDAN FINANCIAL SERVICES		75.14
68874	10/10/2016	Pajaro Dunes LD	Professional Services	WILLDAN FINANCIAL SERVICES		277.83
68874	10/10/2016	Cottage Gardens ST & LMA	Professional Services	WILLDAN FINANCIAL SERVICES		225.89
68874	10/10/2016	Bell Crossing LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		170.31
68874	10/10/2016	Shaffer Lakes West LD	Professional Services	WILLDAN FINANCIAL SERVICES		126.34
68874	10/10/2016	Camellia Meadows LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		66.77
68874	10/10/2016	Camellia Meadows LD	Professional Services	WILLDAN FINANCIAL SERVICES		247.60
68874	10/10/2016	Mello Ranch LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		472.88
68874	10/10/2016	Redwood Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		403.31
68874	10/10/2016	Beluga Court LD	Professional Services	WILLDAN FINANCIAL SERVICES		30.68
68874	10/10/2016	Juniper Meadows LD	Professional Services	WILLDAN FINANCIAL SERVICES		69.83
68874	10/10/2016	Atwater South LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		654.05
68874	10/10/2016	Simon Annexation LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		32.91
68874	10/10/2016	America West LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		198.93
68874	10/10/2016	Bell Crossing LD	Professional Services	WILLDAN FINANCIAL SERVICES		7.95
68874	10/10/2016	Mello Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		404.96
68874	10/10/2016	Meadow View LD	Professional Services	WILLDAN FINANCIAL SERVICES		743.86
68874	10/10/2016	General Fund	Professional Services	WILLDAN FINANCIAL SERVICES		9,500.00
Check Total:						20,646.15
68875	10/10/2016	General Fund	Adult Co-Ed Softball	CLINTON WILLIAMS		150.00
68875	10/10/2016	General Fund	Mens Fall Slo-Pitch Ball	CLINTON WILLIAMS		75.00
Check Total:						225.00
68876	10/10/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		3.64
68876	10/10/2016	Water Enterprise Fund	Communications	WINTON HARDWARE		10.74
68876	10/10/2016	Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		31.86
Check Total:						46.24
68877	10/10/2016	Internal Service Fund	Operations & Maintenance	X-ERGON		163.84
Check Total:						163.84
68878	10/10/2016	General Fund	Adult Co-Ed Softball	RICHARD A. ZAMARRIPA		75.00
68878	10/10/2016	General Fund	Adult Co-Ed Softball	RICHARD A. ZAMARRIPA		150.00
68878	10/10/2016	General Fund	Mens Fall Slo-Pitch Ball	RICHARD A. ZAMARRIPA		75.00
Check Total:						300.00
Report Total:						1,163,412.33





# CITY OF ATWATER

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## CITY COUNCIL

### ACTION MINUTES

**September 26, 2016**

OPEN SESSION: (Council Chambers)

*The City Council of the City of Atwater met in Open Session this date at 5:02 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Pro Tem Bergman presiding.*

PLEDGE OF ALLEGIANCE TO THE FLAG:

*The Pledge of Allegiance was led by Mayor Pro Tem Bergman.*

ROLL CALL:

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

**Absent:** Mayor Price

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

CLOSED SESSION: (Conference Room A)

*Mayor Pro Tem Bergman invited public comments on Closed Session items.*

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

*Mayor Pro Tem Bergman adjourned the meeting to Conference Room A for Closed Session at 5:04 PM. Closed Session was called to order at 5:08 PM.*

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

Property Location: APN 001-122-008

Conference with Legal Counsel – Anticipated Litigation – Government Code Section 54956.9(b): Number of cases: (3)

Pursuant to Government Code Section 54957, Public Employee Appointment: City Manager

Pursuant to Government Code Section 54957, Public Employee Appointment: City Attorney

***Closed Session adjourned at 5:37 PM.***

REGULAR SESSION: (Council Chambers)

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

PLEDGE OF ALLEGIANCE TO THE FLAG:

***The Pledge of Allegiance was led by City Council Member Vineyard.***

INVOCATION:

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

ROLL CALL:

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

***Absent: Mayor Price***

***Staff Present: Deputy City Attorney Ruppel, Deputy City Attorney Belair, CAL FIRE Battalion Chief Pimentel, Interim Police Chief Joseph, Community Development Director McBride, Interim Public Works Director Faretta, City Treasurer Heller, Finance Director Deol, Deputy City Clerk Hyler III, Recording Secretary Bengtson-Jennings***

MAYOR OR DEPUTY CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

***Mayor Pro Tem Bergman reported the following changes to the agenda from Closed Session: Conference with Legal Counsel – Anticipated Litigation, Number of cases one (1); Public Employee Appointment: City Manager, postponed to a later date; and Public Employee Appointment: City Attorney, postponed to a later date.***

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

SUBSEQUENT NEED ITEMS: *None.*

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

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

COMMENTS FROM THE PUBLIC:

*Notice to the public was read.*

*ERIC LEE, Atwater, requested that the City Council consider revising the City ordinance that addresses “prohibited conduct” of animals in light of an on-going problem with a dog in his mother-in-law’s neighborhood.*

*No one else came forward to speak.*

REPORTS AND PRESENTATIONS FROM CITY ATTORNEY OFFICE:

Mobile Home Park Conversions (Deputy City Attorney Belair)

*Deputy City Attorney Belair reported on mobile home park conversions.*

*BOBBIE FRYE, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the plight of many of the current residents: they moved to the mobile home park because it was termed a senior community only, and they do not have the financial resources to move.*

*ROBERT BRIA, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the lack of space for children to play, causing safety concerns.*

*JOHN YOUNG, Manager of Rancho Grande Mobile Home Park, spoke in opposition to the conversion as well and voiced his fear that the new owners will raise rent, which will cause a hardship for the residents.*

*IOLA “PENNI” PAULETTI, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the need for the residents to come together to file suit.*

**LINDA PUCCINI, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the financial and physical struggles she and her mother will encounter if forced to move.**

**VICKIE FOSTER, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and voiced her belief that she bought her home recently under false pretenses, that Rancho Grande Mobile Home Park would remain a senior park.**

**BARBARA BRETZINGER, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and stated she believes the new owners are being untruthful and unfair.**

**LUCRETIA SPRAGUE, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and pleaded with the City Council to “listen to our cry.”**

**PATRICIA SANZ, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and voiced her belief that there is no room in the park for skateboards, bicycles, and screaming children.**

**LORI CHAVEZ, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and shared her sadness that the manager will lose his job due to this change.**

**JENNIE WILLIAMS, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and stated she moved to Rancho Grande Mobile Home Park to get away from the children at her previous location.**

**KELLIE KENNEDY, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the health and welfare of the residents.**

**ELENA RIDGE, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the need for the City to support the elderly.**

**JOHN CALE, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the potential security issues this change may present.**

**ERIC LEE, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the need for more “senior only” areas/facilities in Atwater.**

**CAROL BELLUOMO, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park, and she voiced her fears in light of the impending change.**

**GLORIA THOMPSON, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park and of the “close community” in which she currently lives.**

**SALLY HENNIS, Atwater, spoke in opposition to the conversion of Rancho Grande Mobile Home Park from a senior park to a family park, and she asked the City Council to consider helping the residents.**

**MOTION: City Council Member Rivero moved to direct staff to further research the issue of mobile home park conversions in the City and to identify other methods of affordable housing for senior living. The motion was seconded by City Council Member Raymond and the vote was: Ayes: Vineyard, Rivero, Raymond, Bergman; Noes: None; Absent: Price. The motion passed.**

**Mayor Pro Tem Bergman asked that this item be expedited and placed on the next regular City Council meeting agenda of October 10, 2016.**

**CONSENT CALENDAR:**

**Agenda Item #5 under Petitions and Communications, “Request from Atwater High School Leadership Class,” was removed from the consent calendar for separate discussion and possible action.**

**Agenda item #6 under Petitions and Communications, “Request from Atwater Elementary School District,” was removed from the consent calendar for separate discussion and possible action.**

**Agenda item #7 under Petitions and Communications, “Request from Peggy Heller Elementary School,” was removed from the consent calendar for separate discussion and possible action.**

**Agenda item #8 under Petitions and Communications, “Request from First Baptist Church of Atwater,” was removed from the consent calendar for separate discussion and possible action.**

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

**WARRANTS:**

2. September 26, 2016

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

**MINUTES:** (City Council)

3. Regular meeting, September 12, 2016

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

**AGREEMENTS:**

4. Approves Budget Amendment No. 1, Amendment No. 9 and Addendum No. 1 to Professional Services Agreement with AECOM Technical Services, Inc. for the Water, Sewer, Storm Drain Master Plan and the Urban Water Management Plan (Interim Public Works Director Faretta)

**ACTION: Adoption of Resolution No. 2920-16 approving Budget Amendment No. 1 regarding professional services to update the Water, Sewer, and Storm Drain Master Plan and the Urban Water Management Plan; approves Amendment No. 9 to Professional Services Agreement (PSA) with AECOM Technical Services, Inc. (AECOM) regarding amendments; approves Addendum No. 1 to PSA with AECOM for the Water, Sewer, and Storm Drain Master Plan and the Urban Water Management Plan; and authorizes and directs the City Manager to execute the amendment on behalf of the City.**

**PETITIONS AND COMMUNICATIONS:**

5. Request from Atwater High School Leadership Class

***This item was removed from the consent calendar for separate discussion and possible action.***

6. Request from Atwater Elementary School District

***This item was removed from the consent calendar for separate discussion and possible action.***

7. Request from Peggy Heller Elementary School

***This item was removed from the consent calendar for separate discussion and possible action.***

8. Request from First Baptist Church of Atwater

***This item was removed from the consent calendar for separate discussion and possible action.***

PETITIONS AND COMMUNICATIONS:

Request from Atwater High School Leadership Class

***Nathan Braga, Director of Student Activities, and two members of his Leadership Class spoke regarding the school's request, and they invited the City Council to participate in the parade.***

***MOTION: City Council Member Rivero moved to approve the Atwater High School Leadership Class' request for assistance with their annual Football Homecoming Parade scheduled for Friday, October 14, 2016 beginning at 3:30 PM. The parade will start on Mitchell Avenue, turn left onto Winton Way, and continue to Atwater High School on Fruitland Avenue. The motion was seconded by City Council Member Vineyard and the vote was: Ayes: Rivero, Raymond, Vineyard, Bergman; Noes: None; Absent: Price. The motion passed.***

Request from Atwater Elementary School District

***Jennifer Handy, Director of Assessment, Accountability, and Innovation, spoke regarding the district's request for assistance with their Red Ribbon Week kick-off event.***

***MOTION: City Council Member Rivero moved to approve the Atwater Elementary School District's request for assistance with their annual Red Ribbon Week activities on Friday, October 21, 2016; to authorize the Police and Fire Department to assist in escorting approximately 600 students and community members beginning at Ralston Park, down Third Street to Broadway Avenue, right on Broadway Avenue to Winton Way, right on Winton Way to Fir Avenue, right on Fir Avenue and back to Ralston Park beginning at 11:30 AM; to approve road closure on Third Street between Fir and Grove Avenues from 11:15 AM to 1:00 PM; and to provide extra trash cans at Ralston Park. The motion was seconded by City Council Member Vineyard and the vote was: Ayes: Rivero, Vineyard, Raymond, Bergman; Noes: None; Absent: Price. The motion passed.***

Request from Peggy Heller Elementary School

***A representative from Peggy Heller Elementary School spoke of the school's request and of the schedule of events.***

***MOTION: City Council Member Vineyard moved to approve Peggy Heller Elementary School's request for assistance with their annual 3K for Camp Fun Run on Saturday, October 8, 2016; to authorize the Police to block off traffic from entering Lakeview Drive off of Shaffer Road until all 300 runners have made it onto the sidewalk along Shaffer Road and to authorize the Police Cadets to help stand at corners along the route to direct runners along the path on the neighborhood streets of Lake View Drive, Mermaid Drive, Lagoon Avenue, Peninsula Avenue, and Shoreline Drive. The motion was seconded by City***

***Council Member Raymond and the vote was: Ayes: Raymond, Vineyard, Rivero, Bergman; Noes: None; Absent: Price. The motion passed.***

Request from First Baptist Church of Atwater

***Andrew Cantrell, Pastor, spoke of the church's request and asked for clarification regarding use of the park.***

***MOTION: City Council Member Rivero moved to approve First Baptist Church of Atwater's request for use of Ralston Park including amplified sound on Sunday, October 2, 2016 for their annual Church Service in the Park beginning at 8:00 AM and ending at 6:00 PM. The motion was seconded by City Council Member Raymond and the vote was: Ayes: Raymond, Vineyard, Rivero, Bergman; Noes: None; Absent: Price. The motion passed.***

**FUNDING AND BUDGET MATTERS:**

Treasurer's Report for the month of August, 2016 (City Treasurer Heller)

***MOTION: City Council Member Vineyard moved to approve the Treasurer's Report for the month of August, 2016. The motion was seconded by City Council Member Rivero and the vote was: Ayes: Raymond, Vineyard, Rivero, Bergman; Noes: None; Absent: Price. The motion passed.***

**REPORTS AND PRESENTATIONS FROM STAFF:**

Financial update for Fiscal Year 2015/16 (Finance Director Deol)

***Finance Director Deol reported that the City has recently closed both the Rabobank Money Market account and the Wells Fargo Mutual Fund account and has transferred the money to the City LAIF account.***

***Finance Director Deol announced that the Finance Department window hours will increase one hour each day beginning October 1, 2016. The new hours will be 8:30 AM – 4:30 PM Monday – Thursday.***

***Finance Director Deol provided a financial update regarding the Fiscal Year 2015/16 Budget.***

Broadway Avenue Revitalization and Pedestrian Safety Improvement Project Change Order options for infill area (Community Development Director McBride)

***Community Development Director McBride spoke regarding the Broadway Avenue Revitalization and Pedestrian Safety Improvement Project and provided the City Council with four Change Order options for the infill area: interlocking pavers (dark red), stained color concrete (red or tan), concrete, or decomposed granite.***

***JIM PASSADORI, Atwater, voiced his appreciation to the City Council for moving this project forward and requested the City Council consider a permanent and stable material such as concrete.***

***ERIC LEE, Atwater, echoed Mr. Passadori's comments, spoke regarding the importance of the aesthetics of the "core of our City," and requested the City Council choose interlocking pavers or concrete.***

***MIKE RAYMOND, Atwater, voiced his concerns with the use of interlocking pavers and their potential to cause damage.***

***MOTION: City Council Member Vineyard moved to direct staff to proceed with the project using stained color concrete (tan). The motion was seconded by City Council Member Raymond and the vote was: Ayes: Vineyard, Rivero, Raymond, Bergman; Noes: None; Absent: Price. The motion passed.***

**CITY COUNCIL MATTERS:**

City Council comments and requests for future agenda items

***City Council Member Raymond remarked on the number of people in attendance in light of the first Presidential Debate airing at the same time and stated, "All politics start at home." He invited the public to attend the Atwater High School versus Merced High School football game this Friday, September 30, 2016.***

***City Council Member Vineyard congratulated former City Council Member Jeff Rivero for teaching Atwater's youth how to better utilize the environment and thus for receiving the Presidential Innovation Award for Environmental Educators.***

***City Council Member Rivero congratulated Jeff Rivero as well and commended him for bringing attention to Merced County.***

***Mayor Pro Tem Bergman echoed City Council Members Vineyard's and Rivero's comments from above and asked that the City Council recognize Jeff Rivero for this honor at a future regular City Council meeting.***

**CLOSED SESSION:**

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

ADJOURNMENT:

***The meeting adjourned at 7:57 PM.***

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DON HYLER III  
DEPUTY CITY CLERK

By: Kim Bengtson-Jennings,  
Recording Secretary

**AUTHORIZING TRANSFER OF PROPERTY LOCATED AT MANUEL  
BAIROS PARK TO THE ATWATER ELEMENTARY SCHOOL DISTRICT**

**RECOMMENDATION:**

It is recommended that the City Council take the following actions:

- Authorizing the transfer of a portion of Manuel Bairos Park to the Atwater Elementary School District for the expansion of Peggy Heller School.

**BACKGROUND:**

The Superintendent of the Atwater Elementary School District (AESD) has met with the City Manager and other staff members regarding their need to acquire property from the City of Atwater to allow for the expansion of the Peggy Heller School. The City and AESD currently share the park facilities at this location under a Memorandum of Understanding (MOU). The City maintains some picnic facilities, play ground equipment, and some lighting. These areas will be retained by the City and the remainder will be transferred to AESD.

**ANALYSIS:**

To facilitate this transaction AESD has helped to obtain a commercial appraisal of the property. Currently Manuel Barrios Park consists of 4.8 acres. The City will retain a frontage portion with the park facilities and lighting of approximately 24,125 square feet - .55 acres. The remainder of 4.19 acres will be transferred to AESD. They will pay the prorated per square foot value of \$61,798. The Purchase and Sale Agreement and Escrow Instructions are included as **(EXHIBIT "A")**.

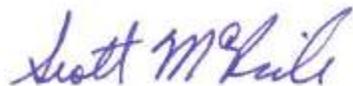
**FISCALIMPACT:**

Approximately \$61,798 in revenue shall be deposited to the City's General Fund.

**CONCLUSION:**

This report is submitted for review and possible action.

Respectfully submitted,



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Scott McBride  
Community Development Director  
City of Atwater

**PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS  
BETWEEN THE CITY OF ATWATER AND  
ATWATER ELEMENTARY SCHOOL DISTRICT**

**(Manuel Barrios City Park)**

***PREAMBLE***

This Purchase and Sale Agreement and Escrow Instructions (“Agreement”) is entered into upon signature as set forth in Article XII below (the “Effective Date”) between the City of Atwater (the “Seller”), and Atwater Elementary School District (the “Buyer”) (individually, a “Party,” and collectively, the “Parties”) on the terms and conditions which follow.

***RECITALS***

WHEREAS, the Seller desires to sell real property commonly referred to as Manuel Barrios City Park located on Lake View Drive, Merced, California (APN: 156-020-002) consisting of approximately 182,733 square feet and identified as the “REMAINDER” in Exhibit A (the “Property”). Seller shall retain exclusive ownership of the 41,125 square foot section of property identified as the “PARK” in Exhibit A (“Park”); and

WHEREAS, the Buyer desires to acquire the Property in order to serve the students of the Buyer; and

WHEREAS, this Agreement and related documents set forth the complete understanding of the Parties.

**TERMS, CONDITIONS AND COVENANTS**

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I  
DEFINED TERMS**

For purposes of this Agreement, the terms set forth herein shall have the following meanings:

1.01 Deed. “Deed” means a grant deed conveying title to the Property described herein from the Seller to the Buyer.

1.02 Escrow. “Escrow” means that escrow opened with TransCounty Title Co., as Escrow Number [16-01486-AMH].

1.03 Escrow Officer. The “Escrow Officer” shall be Annette Heikkila located at the Atwater Trans County Title Co. Escrow Branch at 2553 First Street, Atwater Ca. 95301.

1.04 Escrow Instructions. “Escrow Instructions” means (a) the provisions of this Agreement requiring any action by or compliance on the part of the Escrow Officer; (b) escrow instructions known as “general provisions” which are pro forma escrow instructions of TransCounty Title Co. (to the extent such escrow instructions do not conflict with the escrow instructions specifically set forth in this Agreement); and (c) any other or supplemental instructions as may from time to time hereafter be signed and delivered by the Parties to the Escrow Officer. In the event of any conflict between this Agreement and the “general provisions” of TransCounty Title Co.’s escrow instructions, the escrow instructions contained herein shall govern.

1.05 Close of Escrow. Close of Escrow shall not exceed 120 calendar days from the date the Buyer and Seller sign the Agreement, unless the Parties agree to extend the escrow in writing or unless delays are incurred through no fault of the Parties such as zoning permits or approvals required for the Buyer’s intended use by the California Department of Education. Escrow fees and charges incurred by the Parties will be paid in accordance with local escrow custom and may be credited and deducted by the Escrow Officer before the Close of Escrow.

1.06 Total Purchase Price. “Total Purchase Price” means the price, set forth in Section 2.02 below, to be paid by the Buyer to the Seller as an all cash transaction through the escrow.

1.07 Property. “Property” means the real property with the legal description described in Exhibit A and located on Lake View Drive, Merced, California (APN: 156-020-002) consisting of approximately 182,733 square feet and identified as the “REMAINDER” in Exhibit A. The Property does not include the Park.

1.08 Title Company. “Title Company” means TransCounty Title Co.

1.09 Title Policy. “Title Policy” means an owner's policy of title insurance, CLTA Standard Coverage Policy, to be issued at the Close of Escrow by TransCounty Title Co. in the amount of the Total Purchase Price.

## **ARTICLE II AGREEMENT OF SALE**

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller all of the Seller’s right, title and interest in the Property, including any and all improvements and fixtures thereon.

2.02 Total Purchase Price; Non-Refundable Deposit. The Total Purchase Price for the Property shall be Sixty One Thousand Seven Hundred Ninety-Eight Dollars (\$61,798). No later than ten (10) business days after signature of the Agreement by the Parties, the Buyer shall deposit into Escrow, as a non-refundable deposit, an amount of Three Thousand Dollars (\$3,000)

(the "Deposit"). Unless the Buyer unilaterally and without cause terminates the Escrow, provided the conditions are satisfied as described in Article V, the Deposit shall be credited to the Total Purchase Price.

2.03 Relocation Assistance Payment. Seller expressly waives any right to relocation assistance payments it may have under the Relocation Assistance Act (Government Code §§ 7260, et seq.).

### **ARTICLE III**

#### **THE SELLER'S REPRESENTATIONS AND WARRANTIES**

The Seller covenants, represents and warrants the following:

3.01 Full Authority to Convey All Interest in the Property. The Seller, upon ratification of this Agreement by its Governing Board, has the full right, power and authority to execute this Agreement, and related title documents, has the full right, power and authority to perform all of the obligations hereunder, and that, upon ratification of this Agreement by the Buyer's Governing Board, Seller will have the full right, power and authority to dispose of or otherwise convey the Property as described herein, and this Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller by its terms.

3.02 Compliance with Applicable Law and No Pending Litigation Against the Property. To the best of the Seller's knowledge, there is no violation of federal, state, local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the Property which would affect the sale of the Property to the Buyer. Specifically, Seller has not:

- A. Made a general assignment for the benefit of creditors;
- B. Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
- C. Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
- D. Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
- E. Admitted in writing its inability to pay its debts as they come due; or
- F. Made an offer of settlement, extension, or composition to its creditors generally.

3.03 No liens Securing Payment or Other Obligations on the Property. The Seller warrants that the Property is not encumbered, or will not be encumbered by the time of the Close of Escrow, by liens securing payment for other obligations which, if not performed, would entitle a third party or entity to foreclosure on the Property as collateral. The Seller agrees to pay any general and special taxes, or assessments, to the extent the Seller is not exempt as a nonprofit corporation, and which are due on the Property before Close of Escrow.

3.04 Hazardous Substances. Except as disclosed in writing by Seller pursuant to Section 25359.7 of the California Health and Safety Code, to the best of Seller's knowledge: (i) there has been no production, storage or disposal on the Property of any Hazardous Material (as defined below) by Seller or, to the best of Seller's knowledge, by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) Seller has complied with all laws, regulations, and ordinances ("Environmental Laws") relating to the use of all Hazardous Materials used on the Property; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through or across the Property; and (v) there is no contamination of Hazardous Materials on, at, about, or within the Property, except as has been identified through Buyer's environmental site assessment work. "Hazardous Material" means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; (x) any flammable substances or explosives; or (xi) any radioactive material.

3.05 Discovery of Information. If between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware of facts or circumstances which would make any of Seller's representations or warranties hereunder materially incorrect, whether as of the Effective Date or any time thereafter to the Close of Escrow, such fact or circumstance shall not be construed as a breach by Seller of such applicable representation or warranty but Buyer shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer's intended development thereof, such termination being treated as a failure of a condition precedent, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Seller hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

#### **ARTICLE IV**

### **THE BUYER'S REPRESENTATIONS AND WARRANTIES**

The Buyer covenants, represents and warrants that, upon ratification of this Agreement by the Buyer's Governing Board, subject to the conditions precedent set forth in Article V hereof, the Buyer will have full authority to carry out the provisions of this Agreement and this Agreement constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer by its terms.

## **ARTICLE V CONDITIONS PRECEDENT**

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Buyer and the Seller agree that each Party will, in good faith, endeavor to remove all said contingencies and conditions (collectively, "conditions precedent") which are within the control of the respective Party. If the conditions precedent cannot be satisfied prior to Close of Escrow, the Deposit shall be returned to the Buyer by the Escrow Officer pursuant to section 5.05 below. The following are conditions precedent to the performance of this Agreement:

5.01 Condition of Title. As soon as reasonably possible after the Effective Date, Escrow Officer shall obtain and provide Buyer with a preliminary title report with respect to the Property ("Preliminary Report"), together with copies of the instruments underlying all exceptions that are referred to in the Preliminary Report (collectively, the "Title Documents"). Buyer shall be entitled to review and approve the Title Documents for a period of 30 days following Buyer's receipt of the Title Documents ("Title Review Period"). The failure of Buyer to disapprove any such item by writing delivered to Seller and Escrow Officer on or before the expiration of the Title Review Period shall be conclusively deemed approval thereof by Buyer. All matters contained in the Title Documents that are approved or deemed approved by Buyer at the expiration of the Title Review Period, shall be deemed "Permitted Exceptions" to title. Sellers shall convey the Property to Buyer in fee simple title, which shall be, except for the Permitted Exceptions, free and clear of all mortgages, deeds of trust, liens, charges, encumbrances, encroachments, easements, conditions, exceptions, assessments, taxes, leases, licenses, options, or other defects in title. If the Preliminary Report is amended during Escrow, the Buyer, as the Buyer, shall have fifteen (15) business days from receipt of the amended Preliminary Report to review or object to any additional printed exceptions to the Preliminary Report. If the Buyer objects to any new printed exception and the Seller, despite reasonable efforts, is unable to have the exception removed by the Close of Escrow, the Buyer may terminate this Agreement, in which case the Deposit will be returned to the Buyer and neither Party shall have any further obligations hereunder.

5.02 Condition of Issuance of Policy of Title Insurance. At the Close of Escrow, the Title Company shall be prepared to issue the Title Policy in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except as to the Permitted Exceptions, or otherwise approved in writing by the Buyer.

5.03 Inspection Reports. Within seven (7) days of the Effective Date, Seller shall provide to Buyer all reports or inspection records of systems and subsystems pertaining to the

Property that Seller has in its possession including, but not limited to: service contracts, maintenance and utility bills, Hazardous Materials reports, soil and ground water conditions reports including those pertaining to topography and drainage, land or building surveys, any Phase I and II Environmental Reports related to the Property, original and/or updated geology, environmental, and engineering reports, soil reports, site plans, and/or other documents plans related to the condition, design, construction and/or eventual modifications to the original condition of the Property.

5.04 Completion of Due Diligence. During the first 90 days following execution of this Agreement (the “Feasibility Period”), the Buyer shall have the right, unless waived in writing, to conduct inspections of the Property, including by its experts, for suitability for the Buyer’s intended use at times mutually agreed upon by the Parties. During the Feasibility Period, Seller shall permit Buyer, and its authorized agents (“Buyer’s Agents”) to enter onto the Property, at reasonable times and upon reasonable notice, for the purpose of making engineering, geological, planning, development and other studies, inspections and tests. The Seller shall have the right, if it desires, to accompany Buyer officials and experts.

5.05 Parties’ Remedies in the Event of Unsatisfied Condition. In the event any condition precedent to the Close of Escrow has not been satisfied prior to the Close of Escrow, the Buyer shall have the right, in its sole discretion, to either (a) waive the condition and proceed with the Close of Escrow; or (b) terminate this Agreement and the Escrow, in which case the Deposit, less Escrow cancellation fees and charges, shall be returned to the Buyer (except in the event of Buyer’s Default, which is defined in Subsection 9.06.C below), and the Parties shall have no further obligation hereunder.

## **ARTICLE VI ESCROW CLOSING COSTS, FEES AND CHARGES**

The Buyer shall pay all of the title and escrow fees charged by the Escrow Officer pursuant to this Agreement, and the costs of a standard CLTA title policy and any ALTA title policy and endorsements requested by the Buyer. All other fees and costs not specifically allocated herein shall be borne by the Parties in accordance with the local custom of Merced County.

## **ARTICLE VII MUTUAL ASSISTANCE AND COOPERATION**

In order to expedite Close of Escrow, the Parties agree to mutually assist and cooperate with one another in the preparation of the Agreement and exchange of documents and information necessary to the Close of Escrow and transfer of title in the name of the Buyer.

## **Article VIII TITLE INSURANCE**

Upon the Close of Escrow, the Escrow Officer shall cause the Title Company to issue the Title Policy subject only to the Permitted Exceptions. Before the Close of Escrow, the Escrow Officer shall provide a pro forma policy of title insurance to the Buyer and its counsel as specified in Article XI hereof.

## **ARTICLE IX ESCROW INSTRUCTIONS FOR VESTING OF TITLE**

In addition to the provisions relating to the Escrow Officer as stated in other sections of this Agreement, the Escrow Officer shall abide by the following provisions and instructions for vesting of title in the Buyer:

9.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of the Property shall be effected through the Escrow.

9.02 Conditions to the Close of Escrow. The following shall constitute conditions precedent to the Close of Escrow which may be waived only by written waiver executed by the Seller or the Buyer as applicable:

A. The Buyer shall have deposited with the Escrow Officer the amount of the Total Purchase Price, and the Buyer's share of Escrow costs and fees as described herein, and all of the items required for vesting title pursuant to this Agreement;

B. The Buyer shall not be in breach or default of any provision herein;

C. The Buyer's warranties and representations as set forth herein are true as of the Close of Escrow;

D. The Seller shall have deposited with the Escrow Officer all of the items required under this Agreement for vesting title;

E. The Seller shall not be in breach or default of any provision herein;

F. The Seller's warranties and representations as set forth herein are true as of the Close of Escrow; and

G. The Title Company shall be committed to issue and shall issue, as of the Close of Escrow, the Title Policy without the exceptions noted or objected to by the Buyer as set forth in this Agreement.

H. The Seller shall complete a lot line adjustment to reflect the boundaries of the Park to the extent required.

9.03 The Seller's Deliveries to the Escrow Officer. On or before the Close of Escrow, the Seller shall deliver, or cause to be delivered, to the Escrow Officer, the following:

A. The Deed in a form approved by the Title Company and the Buyer;

B. Such other documents as, in the opinion of the Escrow Officer, are necessary from the Seller to carry out the provisions of this Agreement.

9.04 The Buyer's Deliveries to the Escrow Officer. On or before the Close of Escrow, the Buyer shall deliver, or cause to be delivered, to the Escrow Officer, the following:

A. A warrant or check in the amount of the Total Purchase Price and the title and Escrow fees and costs drawn against the funds of the Buyer. Unless otherwise instructed by the Escrow Officer, the warrant or check shall be drawn to the order of TransCounty Title Co.;

B. Amounts, in addition to the Total Purchase Price, due from the Buyer, such as Escrow fees and costs in accordance with Article VI hereof;

C. A certificate of acceptance pursuant to California Government Code section 27281; and

D. Such other documents as, in the opinion of the Escrow Officer, are necessary from the Buyer to carry out the provisions of this Agreement.

9.05 Close of Escrow. The Close of Escrow shall be conducted within the time frame as described in Section 1.05 above, subject to satisfaction of conditions precedent to the Close of Escrow set forth in this Agreement.

9.06 Defaults and Remedies.

A. The Seller's Default. The Seller will be in default under this Agreement if (a) the Seller fails to perform any of the Seller's covenants, obligations or agreements under this Agreement; or (b) if any of the Seller's representations and warranties contained in this Agreement are, or become, untrue or inaccurate in any material respect, provided that the Seller will have five (5) business days to cure such a default (or such longer period as is required in the exercise of due diligence, not to exceed ten (10) business days, if the Seller commences such cure within the initial five (5) business-day period) after the Seller receives written notice of such default from the Buyer (the "Seller's Default").

B. The Buyer's Remedies. In the event of a Seller's Default prior to the Close of Escrow, the Buyer may either (a) waive the effect of such matter and proceed to consummate the Close of Escrow; or pursue the remedies available at law. In no event shall the Seller be liable to the Buyer for consequential or special damages.

C. The Buyer's Default. Except for the satisfaction of the conditions precedent in Article V, the Buyer will be in default under this Agreement if (a) the Buyer fails to perform any of the Buyer's obligations under this Agreement, or (b) if any of the Buyer's representations and warranties contained in this Agreement are, or become, untrue or inaccurate in any material respect, provided that the Buyer will have five (5) business days to cure such a

default (or such longer period as is required in the exercise of due diligence, not to exceed ten (10) business days, if the Buyer commences such cure within the initial five (5) business-day period) after the Buyer receives written notice of such default from the Seller (“Buyer’s Default”).

D. The Seller’s Remedy In the event of a Buyer’s Default prior to the Close of Escrow, the Seller may either (a) waive the effect of such matter and proceed to consummate the Close of Escrow; or (b) pursue the remedies available at law. In no event shall the Buyer be liable to the Seller for consequential or special damages.

9.07 The Escrow Officer's Duties at the Close of Escrow. At the Close of Escrow, the Escrow Officer shall:

A. Ascertain any taxes or assessments due for general and special taxes and for special assessments to the extent the Seller is not otherwise exempt. Upon ascertainment of any such amount, require the Seller to deposit or deduct such amounts from the Total Purchase Price for the Property the equivalent for such unpaid taxes or assessments before the Close of Escrow. As the Buyer is a public agency, the Escrow Officer shall comply with the provisions of California Revenue and Taxation Code sections 5081, et seq. regarding cancellation of taxes on exempt property. In no event shall taxes be collected, or collectible, from the Buyer.

B. To the extent there is any special assessment on all or any portion of the Property, the Escrow Officer shall notify the Seller and the Buyer of the prorated share due with regard to any such assessments before the time of the Close of Escrow.

C. Prepare any preliminary or change of ownership statements as required by law with respect to the Close of Escrow.

D. Deliver the Title Policy, including a pro forma of the Title Policy before Close of Escrow, as required and requested by the Buyer as described in this Agreement at the Close of Escrow.

E. At the Close of Escrow, deliver to the Seller the Total Purchase Priceless amounts, as necessary, to remove liens, taxes, assessments and other encumbrances from title as Excluded Exceptions.

F. Perform such other duties as, in the opinion of the Escrow Officer, are necessary to carry out the terms and provisions of this Agreement.

G. The Escrow Officer shall provide the Parties, at least five (5) business days before the Close of Escrow, pro forma closing statements in addition to providing a pro forma policy of title insurance to the Buyer. The Escrow Officer shall also notify the Buyer at least five (5) business days in advance of the Close of Escrow of the amount due from the Buyer.

9.08 Distribution of Escrow Documents. The Escrow Officer shall deliver and distribute the following documents:

- A. To the Seller, a proposed and final Seller's closing statement;
- B. To the Buyer, a proposed and final Buyer's closing statement and pro forma policy of title insurance;
- C. To the Seller, a copy of the recorded Deed, which shall be mailed to the Seller as set forth in Article XI hereof;
- D. To the Buyer, after recordation, the originals of the Deed and the Title Policy mailed to: Atwater Elementary School District; Attention: Linda Levesque, Assistant Superintendent, Business Services; 1401 Broadway Avenue, Atwater, California 95301;
- E. To the Buyer and the Seller, copies of such other documents, if any, not referenced herein and which are recorded at the Close of Escrow.

**ARTICLE X  
WAIVER OF PROVISIONS**

Waiver by the Seller, or the Buyer, of any breach of any term, covenant or condition by the Buyer or the Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by the Buyer or the Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

**ARTICLE XI  
NOTICES**

Any notice, demand, approval, consent, or other communication between the Parties shall be in writing and shall be deemed duly given on the date of service if served personally or by courier or overnight service, with proof of delivery, or by facsimile (provided that the sender of a facsimile has received a confirmation of successful transmission by the sending machine, or acknowledgment of receipt from the receiving Party), and upon the second business day after mailing, if mailed by first-class, registered or certified mail, properly addressed as follows:

To the Seller:	City of Atwater Attention: Scott McBride Community Development Director 750 Bellevue Road Atwater, CA 95301 Telephone: (209) 357-6369 Facsimile: (209) 357-6302
To the Buyer:	Atwater Elementary School District Attention: Linda Levesque Assistant Superintendent Business Services

1401 Broadway Avenue  
Atwater, CA 95301  
Telephone (209) 357-6100  
Facsimile: (209) 763-7705

With a copy to: Megan Macy, Partner  
Lozano Smith, LLP  
One Capital Mall  
Suite 640  
Sacramento, CA 95814  
Telephone: (916) 329-7433  
Facsimile: (916) 329-9050

To the Escrow Officer: TransCounty Title Co.  
Attn.: Annette Heikkila  
2553 First Street  
Atwater, CA 95301  
Telephone: (209) 358-8254

Any Party may change its address for purposes of this Article XI by giving the other Party written notice of the new address in the manner set forth above.

## **ARTICLE XII BINDING EFFECT; RATIFICATION**

This Agreement is binding upon the heirs, successors, and assigns of the Parties. Notwithstanding the Effective Date, the Agreement shall not be enforceable until ratified by the Board of Trustees of the Buyer and the Board of Supervisors of the Seller. The individuals, upon signing the Agreement, represent, by their signatures, that they have full authority to bind the Parties.

## **ARTICLE XIII MISCELLANEOUS PROVISIONS**

13.01 Further Documents. The Parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the Parties to this Agreement.

13.02 Entire Agreement. This Agreement, plus such ancillary agreements, exhibits or diagrams, and any and all related documents to consummate this Agreement, set forth the entire agreement between the Seller and the Buyer and supersede all prior negotiations and agreements, including the Letter of Intent between the Parties, and whether written or oral, concerning or relating to the subject matter hereof.

13.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be

void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

13.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both Parties hereto. The Parties may, by pen-and-ink changes, including interlineation, and insertion of additional language in writing, amend the printed text of this Agreement. Alongside each amendment, each Party shall initial the interlineation or change from the printed text.

13.05 Time is of the Essence. Consistent with the conditions as described in Article V hereof, time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

13.06 Governing Law and Venue. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Merced County, California.

13.07 Headings. Headings at the beginning of each section and subsection hereof are solely for the convenience of the Parties and are not to be construed as enlarging or limiting the language following said headings.

13.08 Execution in Counterparts. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Copies of signatures shall have the same force and effect as original signatures.

13.09 Days. Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. If any date by which a Party is required to provide the other Party with notice hereunder or is required to perform any act hereunder, occurs on a Saturday or Sunday or a banking holiday in the jurisdiction where the Property is located, then and in any of such events, such applicable date shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next succeeding day that is not a Saturday, Sunday or banking holiday in the State of California.

#### **ARTICLE XIV** **EXECUTION**

WHEREFORE, the Parties hereto, by their signatures herein below, enter into this Agreement effective and enforceable as set forth in Article XII.

**SELLER:**

CITY OF ATWATER

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

DATED: \_\_\_\_\_

**BUYER:**

ATWATER ELEMENTARY  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Its: Sandra Schiber, Ed.D, Superintendent

DATED: \_\_\_\_\_

# **EXHIBIT A**

Legal Description of the Property  
**(Manuel Barrios City Park)**

Legal Description to be Verified in Escrow

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL that certain real property, being a portion of Lot 'B', as shown on that certain map titled "SHAFFER LAKES EAST UNIT No. 1", filed for record in Volume 35 of Official Plats, at Pages 32-34, Merced County Records, and situate in Section 31, Township 6 South, Range 13 East, Mount Diablo Meridian, being more particular described as follows:

**BEGINNING** at the Southeast corner of said Lot 'B';  
thence along the South line of said Lot 'B' the following four (4) courses:

1. South 89°53'31" West, a distance of 113.03 feet to a point on the North right-of-way line of Lake View Drive (60 feet wide) and the beginning of a non-tangent curve concave to the Southwest having a radius of 90.00 feet, to which beginning a radial line bears North 59°53'32" East;
2. thence along said North right-of-way line Northwesterly and Southwesterly 140.73 feet along the arc of said curve through a central angle of 89°35'32" to the beginning of a revers curve concave to the Northwest having a radius of 25.00 feet, to which beginning a radial line bears South 29°42'00" East;
3. thence continuing along said North right-of-way line Southwesterly 12.91 feet along the arc of said curve through a central angle of 29°35'31";
4. thence continuing along said North right-of-way line South 89°53'31" West, a distance of 140.60 feet;

thence leaving said South line, being also said North right-of-way line, and proceeding North 00°01'28" West, a distance of 30.67;

thence North 89°44'18" East, a distance of 302.21;

thence North 00°03'29" West, a distance of 105.15 feet;

thence South 89°55'55" East, a distance of 89.03 feet to a point on the East line of said Lot 'B'

thence along said East line South 00°55'44" West, a distance of 166.39 feet to the Point of Beginning

Containing 24,125 square feet (0.55 acres), more or less.

SUBJECT TO all easements and/or rights-of-way of record.

BASIS OF BEARINGS:

A course of North 29°09'21" East between GPS points Nos. 1054 and 1051, as shown on Vol. 28 of Surveys, Pages 1-4, Merced County, has been used as a basis for bearings.

This legal description as described is delineated on the accompanying "Plat to Accompany Legal Description" and made a part hereof for reference purposes.

  
Rien Groenewoud, P.L.S. 6946



9/6/16



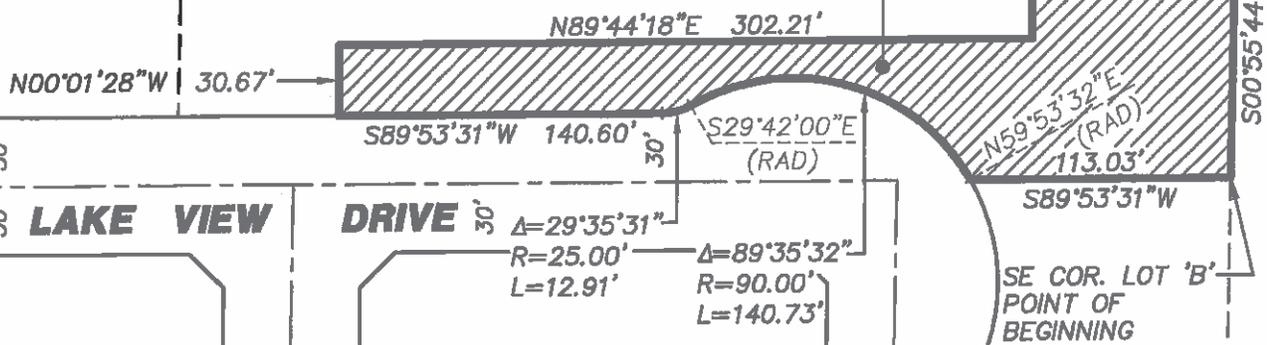
A.T.S.F.  
RR.

LOT 'A'  
35-OP-32

**REMAINDER**  
182,733 SQ.FT.  
4.19 ACRES

LOT 'B'  
35-OP-32

**PARK**  
24,125 SQ.FT.  
0.55 ACRES



COPYRIGHT © 2014 NORTHSTAR ENGINEERING GROUP, INC

DRAWING: J116-1823.Plot; Title: ES Expansion [Map] [Exhibit] 16-1823 New Parking; PLOT/REV: 09/06/16 0007

• CIVIL ENGINEERING • SURVEYING • PLANNING •  
620 12th Street Modesto, CA 95354  
(209) 524-3525 Phone (209) 524-3526 Fax

**PLAT TO ACCOMPANY  
LEGAL DESCRIPTION**

**EXHIBIT 'B'**

BEING A PORTION OF LOT 'B' OF "SHAFFER LAKES EAST,  
UNIT NO. 1", VOL. 35 OFFICIAL PLATS, Pg. 32-34, M.C.R.  
**ATWATER MERCED COUNTY CALIFORNIA**

JOB:	J16-1823
DATE:	09/06/16
SCALE:	1"=80'
DRAWN:	RG
DESIGN:	RG
CHK'D:	RG

SHEET  
**01**  
OF 01

-----  
Parcel name: NEW PARK

North: 10590.49                      East : 21405.87  
Line Course: S 89-53-31 W   Length: 113.03  
    North: 10590.28                      East : 21292.84  
Curve Length: 140.73                      Radius: 90.00  
    Delta: 89-35-32                      Tangent: 89.36  
    Chord: 126.83                      Course: N 74-54-14 W  
    Course In: S 59-53-32 W      Course Out: N 29-42-00 W  
    RP North: 10545.13                      East : 21214.99  
    End North: 10623.31                      East : 21170.40  
Curve Length: 12.91                      Radius: 25.00  
    Delta: 29-35-31                      Tangent: 6.60  
    Chord: 12.77                      Course: S 75-05-46 W  
    Course In: N 29-42-00 W      Course Out: S 00-06-29 E  
    RP North: 10645.02                      East : 21158.01  
    End North: 10620.02                      East : 21158.06  
Line Course: S 89-53-31 W   Length: 140.60  
    North: 10619.76                      East : 21017.46  
Line Course: N 00-01-28 W   Length: 30.67  
    North: 10650.43                      East : 21017.44  
Line Course: N 89-44-18 E   Length: 302.21  
    North: 10651.81                      East : 21319.65  
Line Course: N 00-03-29 W   Length: 105.15  
    North: 10756.96                      East : 21319.54  
Line Course: S 89-55-55 E   Length: 89.03  
    North: 10756.85                      East : 21408.57  
Line Course: S 00-55-44 W   Length: 166.39  
    North: 10590.48                      East : 21405.88

Perimeter: 1100.73    Area: 24,125 sq.ft. 0.55 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.01                      Course: S 19-15-53 E  
    Error North: -0.006                      East : 0.002  
Precision 1: 110,072.00

-----  
Parcel name: REMAINDER

North: 11070.36                      East : 20954.71  
Line Course: N 89-53-31 E   Length: 374.37  
    North: 11071.07                      East : 21329.08  
Line Course: S 51-58-55 E   Length: 106.03  
    North: 11005.76                      East : 21412.61  
Line Course: S 00-55-44 W   Length: 248.93  
    North: 10756.86                      East : 21408.57  
Line Course: N 89-55-55 W   Length: 89.03  
    North: 10756.97                      East : 21319.54  
Line Course: S 00-03-29 E   Length: 105.15  
    North: 10651.82                      East : 21319.65  
Line Course: S 89-44-18 W   Length: 302.21  
    North: 10650.44                      East : 21017.44  
Line Course: S 00-01-28 E   Length: 30.67  
    North: 10619.77                      East : 21017.45  
Line Course: S 89-53-31 W   Length: 70.16  
    North: 10619.64                      East : 20947.29  
Line Course: N 00-56-32 E   Length: 450.79  
    North: 11070.37                      East : 20954.71

Perimeter: 1777.36    Area: 182,733 sq.ft. 4.19 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.01  
Error North: 0.006  
Precision 1: 177,734.00

Course: N 16-33-13 E  
East : 0.002

October 3, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of October 10, 2016

**RATIFYING SIDE LETTER AGREEMENT WITH  
MISCELLANEOUS AND CLERICAL BARGAINING UNITS**

**RECOMMENDATION:**

It is recommended that the City Council consider:

- Adopting Resolution No. 2925-16 ratifying Side Letter of Agreement with American Federation of State, County and Municipal Employees, Local 2703, Council 57, AFL-CIO ("AFSCME") representing the Miscellaneous Unit and Clerical Unit and authorizing and directing the City Manager to execute the agreement, in a form approved by the Deputy City Attorney, on behalf of the City.

**BACKGROUND:**

The American Federation of State, County and Municipal Employees, Local 2703, Council 57, AFL-CIO ("AFSCME") representing the Miscellaneous Unit and Clerical Unit is in a long term labor agreement with the City. This long term labor agreement does not expire until June 30, 2017.

On April 4, 2016 Governor Jerry Brown signed Senate Bill 3 (AB 1522) amending the Healthy Workplaces, Healthy Families Act of 2014. AB 1522 states an employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. Employees, including part time and temporary employees, will earn at least one hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment or July 1, 2015, whichever is later.

The purpose this side letter is to ensure the terms of the Memorandum of Understanding ("MOU") governing the Miscellaneous Employees Unit and the MOU governing the Clerical Employees Unit comply with the requirements of AB 1522.

**ANALYSIS:**

In order to comply with AB 1522 the parties specifically agree that effective October 6, 2016 the existing language of Section 8.5 of each MOU shall be replaced as set forth in the side letter.

**CONCLUSION:**

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

Respectfully submitted,



---

Jeanna Del Real, CMC  
City Clerk/Human Resources Director



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

---

**RESOLUTION NO. 2925-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ATWATER RATIFYING SIDE LETTER  
AGREEMENT WITH AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME), LOCAL 2703, COUNCIL 57, AFL-CIO  
REPRESENTING MISCELLANEOUS AND  
CLERICAL BARGAINING UNITS**

**WHEREAS**, City Representatives and have met and conferred with representatives of the Miscellaneous and Clerical bargaining units regarding certain terms and conditions of employment; and

**WHEREAS**, this side letter agreement ensures the terms of the Memorandum of Understanding ("MOU") governing the Miscellaneous Employees Unit and the MOU governing the Clerical Employees Unit comply with the requirements of AB 1522. The parties specifically agree that effective October 6, 2016 the existing language of Section 8.5 of each MOU shall be replaced as set forth in the side letter.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Atwater does hereby approve amendments to the Miscellaneous and Clerical Memorandum of Understanding in accordance with **EXHIBIT "A"** attached hereto and made a part thereof.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Atwater does hereby authorize and direct the City Manager to sign any documents and to take any necessary measures required to implement the provisions of the Memorandum of Understanding upon review by the City Attorney.

The foregoing resolution is hereby adopted this 10<sup>th</sup> day of October, 2016.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

## PROPOSAL

### SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF ATWATER ("CITY") AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2703, COUNCIL 57, AFL-CIO ("UNION") REPRESENTING THE MISCELLANEOUS UNIT AND CLERICAL UNIT, PERTAINING TO CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT

This Side Letter of Agreement is entered into by and between the City of Atwater ("City") and the American Federation of State, County and Municipal Employees, Local 2703, Council 57, AFL-CIO ("Union") for the purpose of ensuring that the terms of the Memorandum of Understanding ("MOU") governing the Miscellaneous Employees Unit and the MOU governing the Clerical Employees Unit comply with the requirements of AB 1522.

The parties specifically agree that effective October 6, 2016 the existing language of Section 8.5 of each MOU shall be replaced, in total, with the following language:

#### **Section 8.5: Sick Leave**

##### **A. General Rules**

1. Employees who work a minimum of thirty (30) days per year begin to accrue sick leave on the date of hire, but may not use sick leave until the employee completes ninety (90) days of continuous service. However, an employee may request permission from the City Manager to use sick leave prior to completing ninety (90) days of continuous service in the event of a bona fide illness. Requests for early use of sick leave may be granted in the City Manager's sole discretion.
2. Employees may only use sick leave after it has accrued.
3. There is no cap on the amount of accrued sick leave that Regular employees may use per year.
4. Sick leave shall only be used for illness-related purposes, including, diagnosis, care or treatment of an existing health condition or preventative care, for the employee or an employee's family member (defined to include those identified in Section 8.6(B)). Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault or stalking. Sick leave shall not be used by employees to take vacation.
5. Employees shall use sick leave in increments of a minimum of one-quarter (1/4) hour.
6. An employee who knows that he/she will need to be absent from his/her regular duties or responsibilities in advance of the date on which the leave is to be taken shall notify his/her Department Director as soon as the employee becomes aware of the need for leave. Except where the need to use sick leave is not known in advance, all requests for the use of sick leave shall be pre-approved by the employee's immediate Department Director. In all cases, the employee must complete a Personnel Action Form (PAF).
7. The accrual of vacation time and sick leave time shall cease when an employee runs out of accrued vacation and sick leave and is not available for work.
8. A Regular employee who retires or is laid off, and who has accrued and unused sick leave shall be paid for that sick leave up to a maximum of three-hundred forty (340) hours at the employee's current hourly rate at the time of retirement or

layoff. Termination or voluntary separation prior to a qualified CalPERS retirement date does not qualify for paid sick leave under this section.

- 9. An employee who retires and who has accrued and unused sick leave may have up to a maximum of two thousand (2,000) hours of that sick leave credited as service for purposes of CalPERS retirement.

**B. Accrual Rates**

There are 24 pay periods during each calendar year. Eligible employees accrue sick leave during each qualifying pay period at the rates set forth in this Section. A qualifying pay period is one in which the employee draws pay in a normal pay period for a minimum of one-half (1/2) of the hours he/she is designated to work on a weekly basis on his/her Personnel Action form.

Regular Full-Time employees accrue sick leave at the rate of four (4) hours per qualifying pay period, provided, however, that if any employee works more than one hundred twenty (120) hours in qualifying pay period, that employee shall also earn an additional one (1) hour for every thirty (30) hours worked above one hundred twenty (120) hours in qualifying pay period.

All other employees accrue sick leave at the following rates:

30-39 hours per week	Three (3) hours per qualifying pay period
20-29 hours per week	Two (2) hours per qualifying pay period
10-19 hours per week	One (1) hour for every 30 hours worked

Agreed to and accepted as of September 26, 2016.

**FOR THE UNION:**

**FOR THE CITY:**

\_\_\_\_\_  
 Nancy Vinson, Business Agent,  
 AFSCME Local 2703, Council 57, AFL-CIO

\_\_\_\_\_  
 Frank Pietro  
 City Manager

\_\_\_\_\_  
 Justin Vinson, Miscellaneous Employees  
 Unit Representative

\_\_\_\_\_  
 Jeanna Del Real  
 Human Resources Director

\_\_\_\_\_  
 \_\_\_\_\_, Clerical Employees  
 Unit Representative

\_\_\_\_\_  
 Stacy Henderson  
 Deputy City Attorney

Please go ahead and add the side letter to the agenda for consideration and also attach these emails for the record, see below.

Thanks,

Scott McBride  
Community Development Director  
City of Atwater

(209) 357-6369  
(209) 357-6302 fax

[smcbride@atwater.org](mailto:smcbride@atwater.org)  
[www.atwater.org](http://www.atwater.org)



*Please note that due to on-going financial constraints, City employees (non-safety) are on mandatory unpaid time off. Employees are also on a "compressed work schedule." City offices are subsequently closed every Friday. Office hours are Monday through Thursday 8:00 AM to 6:00 PM.*

Confidentiality Notice:

This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. We and any of our subsidiaries each reserve the right to monitor all e-mail communications through its networks.

Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.

---

**From:** Nancy Vinson [mailto:[nancy.vinson@ca.afscme57.org](mailto:nancy.vinson@ca.afscme57.org)]  
**Sent:** Tuesday, October 04, 2016 2:37 PM  
**To:** Scott McBride  
**Cc:** Justin Vinson  
**Subject:** RE: Sick Leave Side Letter

Hi Scott,

This side-letter does not substantively change the language in the MOU, except that part time hourly employees now earn sick leave. This is based on the language in AB1522 chaptered in 2015 and effective July 1, 2015. The City is offering more than what is required, in that AB1522 states the employees who work more than 30 days per year are entitled to one hour of sick leave for every 30 hours worked, up to a maximum of 24 hours. Per the law, these employees do not accrue more than 24 hours but may retain a balance. The language in the side-letter protects the full time employees or those on part time status with known hours by stating there is no cap on the sick hours an employee may take in one year, and it still allows for a cash out of 340 hours under certain conditions.

The generic language in General Rules, #1 seems to incorporate all City employees. It also allows the use of sick leave hours in 90 days instead of 6 months which is what is in the MOU now.

Given that the changes are generated by AB1522, it does not need to go to the members for a vote. The members cannot vote against a law and then have the language in the MOU take precedence. There is an order for work rules, etc. The law supersedes the MOU and the policies. The MOU supersedes the policy's. So in this case the City is correct to amend the MOU to meet the requirements of the law. In fact they are late in doing so, as the law became effective July 1, 2015.

I can certainly provide copies of this change to the members, but they are not afforded an opportunity to vote on it.

I hope this makes sense. If not, please feel free to contact me again.

Thanks,

Nancy

**From:** Scott McBride [<mailto:smcbride@atwater.org>]  
**Sent:** Tuesday, October 04, 2016 11:53 AM  
**To:** Nancy Vinson <[nancy.vinson@ca.afscme57.org](mailto:nancy.vinson@ca.afscme57.org)>  
**Cc:** Justin Vinson <[jvinson@atwater.org](mailto:jvinson@atwater.org)>  
**Subject:** RE: Sick Leave Side Letter

Here you go.

Please send me an email stating that the groups have not seen the language yet but will consider it after council consideration.

Thanks,

Scott McBride  
Community Development Director  
City of Atwater

(209) 357-6369  
(209) 357-6302 fax

[smcbride@atwater.org](mailto:smcbride@atwater.org)  
[www.atwater.org](http://www.atwater.org)

*Please note that due to on-going financial constraints, City employees (non-safety) are on mandatory unpaid time off. Employees are also on a "compressed work schedule." City offices are subsequently closed every Friday. Office hours are Monday through Thursday 8:00 AM to 6:00 PM.*

**Confidentiality Notice:**

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**From:** Nancy Vinson [<mailto:nancy.vinson@ca.afscme57.org>]  
**Sent:** Tuesday, October 04, 2016 11:52 AM

**To:** Scott McBride  
**Cc:** Justin Vinson  
**Subject:** Sick Leave Side Letter

Hi Scott,

I got your voicemail about the side-letter Agreement re: sick leave. Can you email me a copy as I am not in my office right now? I believe it was the intent of the City to bring the Article in the MOU current with the new laws regarding part time workers and their right to earn and use sick leave up to 24 hours per year.

I have the MOU in my computer so I can do the comparison to see what may have changed for any other group. I will get back to you ASAP.

Thanks,

*Nancy Vinson*

AFSCME Business Agent

(916) 798-2381

[Nancy.vinson@ca.afscme57.org](mailto:Nancy.vinson@ca.afscme57.org)

September 29, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of October 10, 2016

**ACCEPTING PUBLIC IMPROVEMENTS IN TRACT NO. 04-6, JUNIPER MEADOWS II**

**RECOMMENDATION:**

It is recommended that the City Council of the City of Atwater consider:

- Accepting the public improvements within Tract No. 04-6, Juniper Meadows II on behalf of the public.

**BACKGROUND:**

Juniper Meadows II, located off of Juniper Ave., is a new residential court. It consists of twelve parcels. The map for the project was accepted and recorded several years ago and the public improvements have been completed. Additionally, the Landscape Maintenance as well as the Lighting and Drainage Districts to provide services to this area have been finalized.

**ANALYSIS**

This action is the final step to allow for the acceptance of the public improvements. Any remaining bonds or security will be released upon acceptance.

**FISCAL IMPACT:**

None.

**CONCLUSION:**

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

Respectfully submitted,



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Scott McBride  
Community Development Director

October 3, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of October 10, 2016

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

### **RECOMMENDATION:**

It is recommended that the City Council consider:

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

### **BACKGROUND AND ANALYSIS:**

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

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

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

### **FISCAL IMPACT:**

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

### **CONCLUSION:**

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

Respectfully submitted,

*/s/ Thomas H. Terpstra*

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Thomas H. Terpstra  
City Attorney



## CITY COUNCIL OF THE CITY OF ATWATER

### RESOLUTION NO. 2823-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

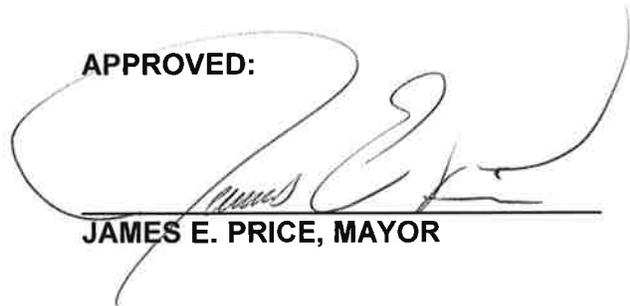
**BE IT FURTHER RESOLVED, DECLARED AND ORDERED** that during the existence of this local drought emergency, the City of Atwater Director of Emergency Services may request the City Council to amend this declaration of a local drought emergency and, if this Council is not in session to amend this declaration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

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

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

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

**APPROVED:**



A handwritten signature in black ink, appearing to read 'James E. Price', is written over a horizontal line. The signature is fluid and cursive.

**JAMES E. PRICE, MAYOR**

**ATTEST:**



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

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

September 29, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of October 10, 2016

**INTRODUCING ORDINANCE NO. CS 978 REPEALING AND RE-ENACTING TITLE 15, "BUILDINGS AND CONSTRUCTION" OF THE ATWATER MUNICIPAL CODE AND SETTING A PUBLIC HEARING**

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Waiving the first reading and introducing Ordinance No. CS 978, repealing and re-enacting Title 15, "Buildings and Construction" of the Atwater Municipal Code; and
2. Authorizing and directing the City Manager to schedule a public hearing for adoption of Ordinance No. CS 978 on October 24, 2016.

**BACKGROUND:**

The California Building Standards Commission suggests that all local jurisdictions should now be adopting any new local amendments to be applicable to the 2016 edition of the California Code of Regulations Title 24.

The purposed ordinance will continue to provide the minimum requirements and standards, as established by the California Building Standards Commission, for the protection of the public safety, health, property and welfare of the City of Atwater.

All complete submittals for building permit received on or after the effective date of January 1, 2014, are subject to these requirements and standards.

**ANALYSIS:**

Ordinance No. CS 978 would repeal and re-enact previous Ordinance No. CS 946, Title 15 "Buildings and Construction" of the Atwater Municipal Code to adopt by reference the California Code of Regulations Title 24, 2016 Edition of the Building Standards Code ("2015 Building Standards Code"). The 2016 Building Standards Code includes the following parts:

- Part 1 California Administrative Code
- Part 2 California Building Code including Division II scope and administration, appendix chapters C, F, H, I, and J.
- Part 2.5 California Residential Code including Division II administration, appendix chapters E, G, H, J, and V, excepting there from sections R110.1 through R110.5
- Part 3 California Electric Code including appendix chapters
- Part 4 California Mechanical Code including appendix chapters

Part 5 California Plumbing Code including appendix chapters  
Part 6 California Energy Code including appendix chapters  
Part 8 California Historical Code including appendix chapters  
Part 9 California Fire Code including appendix chapters 4, B, C, CC, D, F, H, I,  
and J  
Part 10 California Existing Building Code including appendix chapters  
Part 11 California Green Code  
Part 12 California Referenced Standards Code including appendix chapters and  
amending those portions as identified in the ordinance.

**Public Hearing**

State law authorizes local jurisdictions to adopt codes by reference (Cal. Gov't Code sections 50022.2 et seq.). Government Code section 50022.3 requires that a public hearing on the proposed code adoptions be set after the first reading of the ordinances. If the first reading of the ordinances occurs tonight, a public hearing on this item will be scheduled for the October 24, 2016 regular City Council meeting.

**FISCAL IMPACT:**

None.

**CONCLUSION:**

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

Respectfully submitted,

*/s/ Mark Pereida*

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Mark Pereida  
Chief Building Official



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**ORDINANCE NO. CS 978**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF ATWATER REPEALING AND RE-  
ENACTING TITLE 15, "BUILDINGS AND  
CONSTRUCTION" OF THE ATWATER  
MUNICIPAL CODE**

The City Council of the City of Atwater does hereby ordain as follows:

**SECTION 1:** That Title 15, "Buildings and Construction" of the Atwater Municipal Code is hereby repealed and re-enacted to read as follows:

**Title 15 Buildings and Construction**

- 15.04 GENERAL PROVISION**
- 15.08 CALIFORNIA BUILDING CODE**
- 15.09 CALIFORNIA RESIDENTIAL CODE**
- 15.10 CALIFORNIA GREEN CODE**
- 15.12 CALIFORNIA ELECTRIC CODE**
- 15.16 CALIFORNIA MECHANICAL CODE**
- 15.20 CALIFORNIA PLUMBING CODE**
- 15.22 UNIFORM SWIMMING POOL, SPA, & HOT TUB CODE**
- 15.24 SIGNS**
- 15.28 CALIFORNIA FIRE CODE**
- 15.36 CALIFORNIA ADMINISTRATIVE CODE**

**Chapter 15.08-CALIFORNIA BUILDING CODE**

**Sections:**

- 15.08.010-Adoption
- 15.08.020-Permits
- 15.08.030-Building Permit Extensions
- 15.08.040-Building Permit Fee Refunds

## 15.08.050-Amendments

**15.08.010-Adoption**

The City of Atwater hereby adopts by reference; California Building Code, ~~2013~~ **2016** Edition, based on the ~~2012~~ **2015** International Building Code including, *Division II Scope and Administration*, among Appendices; Appendix Chapter C (Group U-Agricultural Building), Appendix Chapter F (Rodent Proofing), Appendix Chapter H (signs), Appendix Chapter I (Patio Covers), Appendix Chapter J (Grading), as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulation; Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition; California Energy Code, including Appendix; California Historical Code including Appendix; California Existing Building Code based on Appendix Chapter A1 of the ~~2012~~ **2015** International Existing Building Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations; California Referenced Standards Code including Appendix.

**15.08.020-Permits**

No building or structure shall be used or occupied and no change in existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefore as provided in the ~~2013~~ **2016** Edition of the California Building Code, Division II Section 111 It shall be required to post the certificate of occupancy on the building or structure for which it was used.

**15.08.030- Building permit extensions**

Notwithstanding the provisions of Section 105.5 Expiration, as contained in Division II, scope and administration of the ~~2013~~ **2016** Edition of the California Building Code the City Council may grant more than one (1) extension to a building permit if it finds the delays due to economic conditions or other causes beyond the control of the applicant.

Any request for extension must be received prior to the expiration of the original period or any extension thereof.

If there has been a change in any City fees applicable to the project since the date of the original permit, the new fees shall be applicable to any extension.

**15.08.040- Building permits fee refunds**

As provided in Section 109.6 Refunds, of Division II Scope and Administration, of the ~~2013~~ **2016** Edition of the California Building Code, The Building Official may refund

eighty (80) percent of any building permit fee provided no work has been done and the request for refund is filed prior to the expiration of the original permit period or any extension thereof. Additionally, the City Council may refund up to one hundred (100) percent of all other related fees, e.g. connection charges, park fee, etc.

**15.08.050- Amendments**

None

Chapter -15.09 CALIFORNIA RESIDENTIAL CODE

**Sections:**

15.09.010-Adoption

15.09.020-Building permit extensions

**15.09.010-Adoption**

The City of Atwater adopts by reference; California Residential Code ~~2013~~ **2016** Edition, based on the ~~2012~~ **2015** International Residential Code, including Division II Scope and Administration, **including Appendix G (swimming pools, Spas and Hot Tubs)**, excepting there from Section R110; among Appendices, Appendix Chapter E (Manufactured Housing Used as Dwellings; ~~Appendix Chapter G (Swimming Pools, Spas and Hot Tubs)~~; Appendix Chapter H (Patio Covers); and Appendix Chapter J (Existing Buildings and Structures), as published by the International Code Council.

**15.09.020-Building permit extensions**

The following sections are amended as follows:

Notwithstanding the provisions of Section 105.5 Expiration, as contained in Division II, scope and administration of the 2016 Edition of the California Residential Code the City Council may grant more than one (1) extension to a building permit if it finds the delays due to economic conditions or other causes beyond the control of the applicant.

Any request for extension must be received prior to the expiration of the original period or any extension thereof.

If there has been a change in any City fees applicable to the project since the date of the original permit, the new fees shall be applicable to any extension.

As provided in Section 108.5 Refunds, of Division II Scope and Administration, of the 2010 Edition of the California Residential Code, The Building Official may refund eighty (80) percent of any building permit fee provided no work has been done and the request for refund is filed prior to the expiration of the original permit period or any

extension thereof. Additionally, the City Council may refund up to one hundred (100) percent of all other related fees, e.g. connection charges, park fee, etc.

**Chapter-15.10 CALIFORNIA GREEN CODE**

**Sections:**

*15.10.010-Adoption*

*15.10.020-Amendments*

**15.10.010-Adoption**

The City of Atwater adopts by reference; California Green Code, 2013 **2016** Edition, as published by the California Building Standards Commission

**15.10.020-Amendments**

None.

**Chapter 15.12-CALIFORNIA ELECTRIC CODE**

**Sections:**

15.12.010-Adoption

15.12.020-Amendments

**15.12.010-Adoption**

The City of Atwater adopts by reference as part of its electrical code, California Electric Code, 2013 **2016** Edition including the appendices, based on the 2011 **2014** Edition National Electric Code as published by the National Fire Protection Association, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulation.

**Chapter 15.16-CALIFORNIA MECHANICAL CODE**

**Sections:**

15.16.010-Adoption

15.16.020-Amendments

**15.16.010-Adoption**

The City of Atwater adopts by reference its mechanical code, California Mechanical Code, 2013 **2016** Edition, including the appendices, based on the **2012** **2015** Uniform Mechanical Code as published by the International Association of

Plumbing and Mechanical Officials and as adopted by the California Building Standards Commission in title 24 of the California Code of Regulation.

**Chapter 15.20-CALIFORNIA PLUMBING CODE**

**Sections:**

- 15.20.010-Adoption
- 15.20.020-Swimming pools and spas
- 15.20.30-sprinkler irrigation systems

**15.20.010-Adoption**

The City of Atwater adopts by reference as its plumbing code, the California Plumbing Code, ~~2010~~ **2015** Edition and the appendix **appendices** based on the ~~2009~~ **2015** Uniform Plumbing Code as published by International Association of Plumbing and Mechanical Officials (IAPMO) and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

**Chapter 15.22-UNIFORM SWIMMING POOL, SPA & HOT TUB CODE**

**Sections:**

- 15.22.010-Adoption

**15.22.010-Adoption**

The City of Atwater adopts by reference as its swimming pool, spa and hot tub code, the Uniform Swimming Pool, Spa & Hot Tub Code ~~2006~~ **2009** Edition as published by the International Association of Plumbing and Mechanical Officials (IAPMO).

**Chapter 15.24-SIGNS**

**Section:**

- 15.24.010-Adoption

**15.24.010-Adoption**

The City of Atwater adopts by reference as its sign code Appendix Chapter H (SIGNS) under the latest Edition of the California Building Code, as shown under Chapter 15.08 of the Atwater Municipal Code.

**Chapter 15.28-CALIFORNIA FIRE CODE**

**Sections:**

- 15.28.010-Adoption

**15.28.010-Adoption**

The City of Atwater adopts by reference as its fire code, the California Fire Code, 2013 2016 Edition and including among appendices, Appendix Chapter 4 (Special Detailed Requirements Based on Use and Occupancy); Appendix Chapter B (Fire Flow Requirements for Buildings); Appendix Chapter C (Fire Hydrant Locations and Distribution); Appendix Chapter CC (Fire Hydrant Locations and Distribution); Appendix D (Fire Apparatus Access Roads); Appendix F (Hazard Ranking); Appendix Chapter H (Hazardous Materials Management Plans and Hazardous Materials Inventory Statements; I (Fire Protection System-Noncompliance Conditions); and Appendix J ( Emergency Responder Radio Coverage), based on the 2012 2015 International Fire Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code Title 24 of the California Code of Regulations.

**Chapter 15.36-CALIFORNIA ADMINISTRATIVE CODE**

**Sections:**

- 15.36.010-Adoption
- 15.36.020-Amendments
- 15.36.030-Fee

**15.36.010-Adoption**

The City of Atwater hereby adopts by reference the California Administrative Code, 2013 2016 Edition as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

**SECTION 2:** Effective Date and Publication.

This Ordinance shall take effect and be in force January 1, 2017. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the Atwater Signal within fifteen (15) days from adoption hereof.

- INTRODUCED:**
- ADOPTED:**
- AYES:**
- NOES:**
- ABSENT:**

**APPROVED:**

---

**JAMES E. PRICE, MAYOR**

**ATTEST:**

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

## NOTABLE INCIDENTS FOR SEPTEMBER 2016

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1. On September 9, 2016 Officers responded to the 300 block of High Street regarding a family disturbance in progress. Upon arrival, officers located a subjected matching the suspect description at the 1500 block of High Street. During contact with the suspect, officers located a knife resembling a firearm and a possession of methamphetamine paraphernalia. Subject was arrested.
2. On September 8, 2016, officers observed a male subject in the area of Nashua Street attempting to conceal himself from officers. Upon contact with the suspect, officers found the suspect to be in possession of methamphetamine paraphernalia and having an active felony warrant for his arrest. Subject was arrested.
3. On September 3, 2016, officers responded to the 1800 block of Woodland Hills regarding a physical domestic altercation in progress. Upon arrival, officers placed the primary aggressor under arrest and confiscated a loaded AK47 Assault Rifle. Subject was arrested and booked for the above charges.
4. On September 4, 2016 the Atwater Police Department conducted a DUI / Driver License Checkpoint at Winton Way & Carter Way between the hours of 1700 hrs and 2200 hrs.

A total of 900 vehicles went through the checkpoint of which 653 were contacted. The following are the statistics for the checkpoint.

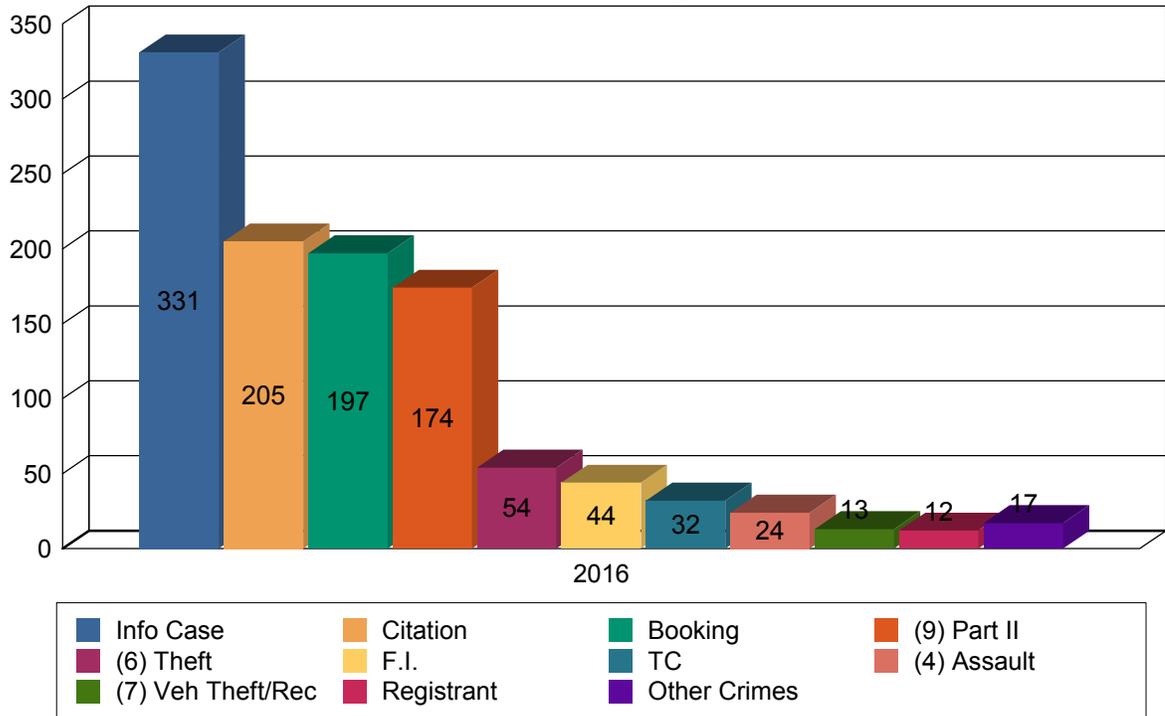
1 23152 a/b cvc  
1 2800.2 cvc  
[13-12500](#)(a) arrests  
2-14601.1(a) arrests  
2-14601.2(a) arrests  
3-warrant arrests  
23 total arrests

6 towed vehicles

5. On September 4, 2016 at approximately 1942 hrs APD Officer Crain attempted to stop a vehicle for speeding after observing the vehicle traveling at a high rate of speed at Mitchell & Willow Street. APD Officer Crain momentarily lost sight of the vehicle, a grey Honda; however located the vehicle at Winton Way and Drakeley Avenue The vehicle made several attempts at evading Officer Crain by making sudden and random turns before pulling onto the front yard at 400 block of Broadway Avenue where the driver voluntarily surrendered. Subject was arrested.

# Incident Directory Report SEPTEMBER 2016

## BCS Code by Year



	2016	Total
Info Case	331	<b>331</b>
Citation	205	<b>205</b>
Booking	197	<b>197</b>
(9) Part II	174	<b>174</b>
(6) Theft	54	<b>54</b>
F.I.	44	<b>44</b>
TC	32	<b>32</b>
(4) Assault	24	<b>24</b>
(7) Veh Theft/Rec	13	<b>13</b>
Registrant	12	<b>12</b>
Other Crimes	17	<b>17</b>
<b>Grand Total</b>	<b>1103</b>	<b>1103</b>
Calls for service		2200

## Incident Directory Report

(4) Assault	24	Supports Drill Down
(5) Burglary	8	Supports Drill Down
(6) Theft	54	Supports Drill Down
(7) Veh Theft/Rec	13	Supports Drill Down
(9) Part II	174	Supports Drill Down
Booking	197	Supports Drill Down
Citation	205	Supports Drill Down
DUI	8	Supports Drill Down
F.I.	44	Supports Drill Down
Info Case	331	Supports Drill Down
Premises	1	Supports Drill Down
Registrant	12	Supports Drill Down
TC	32	Supports Drill Down

**AVIPS YEAR TASK TOTALS AS OF SEPTEMBER 2016**

TASKS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YEARLY TOTALS
Administration	13	9	14	7	16	3	0	3	11				76
Animal Control	0	1	0	0	0	2	2	1	0				6
Citizen Assists	2	11	13	17	27	23	4	14	7				118
Crossing Guard	0	10	15	15	24	1	0	4	1				70
DUI Check Point	0	0	1	0	0	0	0	1	0				2
Evidence Transport	9	2	10	15	7	4	2	5	2				56
Feral Cat Program	0	0	0	2	0	0	0	1	0				3
Foot Patrol	3	0	3	0	0	1	1	1	1				10
Funeral	8	4	4	7	23	27	19	0	6				98
Garage Sales	0	3	12	22	25	16	22	10	7				117
House Checks	54	48	90	70	91	54	19	23	33				482
Merced Paperwork	21	21	33	31	30	31	21	25	23				236
Neighborhood Watch	16	4	12	5	14	4	0	14	7				76
Notice of Violation	10	19	5	14	14	19	4	5	8				98
Office	11	10	6	8	8	9	4	4	9				69
Parade Control	1	0	2	1	0	3	5	0	0				12
Pawn Tickets	24	24	25	35	35	38	21	27	24				253
Radar Trailer	0	0	0	0	11	0	0	0	0				11
Sign Removal	13	71	124	260	152	76	230	74	101				1101
Traffic Control	14	9	9	11	22	20	22	5	8				120
Training	11	16	24	13	1	3	0	0	9				77
Vehicle Patrol	35	37	45	61	75	57	31	32	49				422
Water Contact/Flyer	1	10	7	138	172	265	90	98	57				838
Water Notice Given	0	1	0	3	23	21	54	21	28				151
Other	5	35	82	57	27	198	35	13	103				555
<b>Total Tasks/Month</b>	251	345	536	792	797	875	586	381	494	0	0	0	<b>5057</b>
<b>Total Hours/Month</b>	309.75	237.50	352.50	361.00	528.50	397.25	306.25	228.75	251.00				<b>2972.50</b>
<b>Total Miles/Month</b>	2264.00	1112.00	1926.00	2145.00	2280.00	1737.00	1326.00	1591.00	985.00				<b>15366.00</b>

<b>Fire Svc. Calls</b>	<b>Jan-16</b>	<b>Feb-16</b>	<b>Mar-16</b>	<b>Apr-16</b>	<b>May-16</b>	<b>June-16</b>	<b>July-16</b>	<b>Aug-16</b>	<b>Sep-16</b>	<b>Oct-16</b>	<b>Nov-16</b>	<b>Dec-16</b>
Structure Fire	3	2	5	2	2	3	3	5	2			
Other Fires	21	13	17	28	22	24	24	20	23			
Vehicle Accidents	9	15	15	20	17	19	17	15	14			
Medical Aid	241	234	240	245	236	228	243	242	238			
Haz-Mat/ Hazardous condition	7	1	11	7	2	6	8	6	3			
Public Assistance/ Service Calls	13	25	18	21	22	26	24	24	26			
<b>Total</b>	<b>294</b>	<b>290</b>	<b>306</b>	<b>323</b>	<b>301</b>	<b>306</b>	<b>319</b>	<b>309</b>	<b>306</b>			
<b>Weed Abatement</b>												
Weed abatement properties inspected	0	0	0	60	80	64	20	0	0			
Number of properties abated by contractors	0	0	0	0	3	5	3	0	0			
# of properties serviced by most used contractor	0	0	0	0	0	0	0	0	0			
Avg weed abatements per contractor	0	0	0	0	0	2	0	0	0			
<b>Projects</b>												
Hydrants inspected/serviced	0	10	20	5	8	10	6	4	18			
Public education [qty. of presentations]	1	3	13	11	10	5	5	6	2			
Hose Testing	0	0	0	0	75	660	0	0	0			
Buisness Inspection	32	45	43	42	40	19	38	32	22			
Training Sessions	6	12	30	10	13	15	8	2	4			
<b>Reserve Program</b>												
# hours worked	96	70	289	79	178	126	163	96	88			
Training Hours	7	8	72	12	48	18	30	10	9			
<b>Meetings</b>												
Staff meetings attended	3	3	2	4	3	4	2	2	2			
City Council meetings attended	2	1	2	2	2	2	1	1	2			
Public Safety meetings attended	2	1	0	1	1	3	2	1	4			
Local, State, and Federal meetings/activities	6	8	5	10	6	12	10	8	10			

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

### **STREETS & BUILDINGS DIVISION**

- Reset mal-functioning traffic signal lights at the following locations:
  - Buhach Road and Santa Fe Avenue on three (3) separate occasions.
  - Applegate Road and Sycamore Avenue on two (2) separate occasions.
  
- Removed and replaced damaged street/traffic signs at the following locations:
  - Street name signs at New Mexico Avenue and Village Woods Drive.
  - Street name signs at Industry Way and Airpark Drive.
  
- Grinded several areas of lifted/damaged sidewalks on the North side of Bellevue Road, directly across the street from Bellevue School.
  
- Removed debris left from a traffic accident in the vicinity of R/N Market on Atwater Boulevard.
  
- Repaired 10 non- functioning Street Lights at the following locations:
  - 1844 Sierra Madre Drive - Pole # 4205
  - Shaffer Road – Pole # A0994
  - Channel Avenue – Pole # A0375
  - Neplus Court – Pole # A0126
  - 645 Vargas Court – Pole # A0650
  - Nonpareil Drive – Pole # A127
  - Meadow Street – Pole # A00048
  - East Clinton Avenue – Pole # A0061
  - East Clinton Avenue – Pole # A0058
  - Juniper Avenue – Pole # A0318
  
- Maintenance and Repairs to Buildings:
  - Picked-up and returned 50 chairs and stage from AESD and the Atwater Community Center that were utilized during the City's 9/11 Ceremony.
  - Repaired main gate at the entrance to the City Dump Site on Industry Way.

### **WATER DIVISION**

- Replaced four (4) broken Residential Water Service Line from the City water main to the City's shut off valve at the following locations:
  - 1562 First Street
  - 840 Travertine Way
  - 841 Travertine Way
  - 2520 Brownell Avenue

- Performed one (1) Water Service Line upgrade within the meter box, at the City's shut off valve at the following location:
  - 3471 Harbor Drive
- Performed 356 Commercial Water Meter readings.
- Performed 270 delinquent water shut offs.
- Repaired faulty irrigation station at the Community Center.
- Repaired water leaks at the S/E corner of Fifth Street and Broadway Avenue.
- Replaced non-functioning irrigation controller for landscaped area on East side of Winton Way between Juniper Avenue and Carter Way.
- Installed replacement Roto-Meter at Well Site # 18.
- Completed the installation of new four (4) inch Water Meter at Buhach Colony High School.
- Installed 18 new Residential Water Meters within the Redwood Estates Subdivision.

### **WASTEWATER & STORM DIVISION**

- Performed chemical and mechanical weed/brush abatement at the following locations:
  - Castle Sewer Lift Station
  - Bellevue/Buhach Storm Station
  - Centennial Storm Pond
  - Meadowview Estates Storm Pond
  - Atwater South Subdivision Storm Pond
  - South Storm Pond
  - West Manzanita Drive Storm Pond
  - East Manzanita Drive Storm Pond
  - Legacy Estates Storm Pond
- Checked all storm stations and back up pumps to make sure they are functioning properly, and refilled with oil as needed.
- Mowed Albiani Park and the football/soccer field at Veterans Park.
- Cleaned Sewer Lift Stations and Sewer Wet Wells as needed, and logged daily sewer flows at USP Atwater sewer lift station, Castle sewer lift station and Old Base Housing sewer lift station.

- Worked in a coordinated effort with Staff from USP Atwater to remove scrap tree stumps and wood chips from the Corporation Yard and City Dump Site.
- Cleaned Sewer Main Lines at various locations throughout the City.

### **EQUIPMENT MAINTENANCE DIVISION**

- Performed routine service/maintenance on 10 City vehicles.
- Performed specialty repairs on 30 City vehicles.
- Performed approximate 40 call outs for service on vehicles.
- Sent Sweeper Truck (Vehicle # 5931) out to Peter Built for electrical repairs that could not be diagnosed in house.
- Performed light bar and emergency lighting repairs to Fire Engine (Vehicle # 2222) as requested by the Fire Department.
- Performed miscellaneous repairs to mowers (Vehicle #'s 6126 and 6103).

### **PARKS DIVISION**

- Landscape Maintenance Districts:
  - Performed general maintenance and clean up at Silva Ranch, Atwater South, Price Annexation, Las Casas, Meadowview Estates and Claremont Reserve.
  - Continued bi-weekly mowing schedule of all turf areas within each LMD.
- General Park Maintenance:
  - Replaced worn flag rope at Bloss Home Museum..
  - Cleaned Ralston Park and installed temporary no parking signs in preparation of the Atwater Chamber of Commerce Annual Fall Festival.
  - Continued specialized clean-up at the Bloss Home Grounds in preparation of Atwater Historical Society Fundraising Event.
  - Performed various repairs to mowers and gas powered trimming equipment.
  - Repaired vandalized power outlets and light switches located at the restroom building within Joan Faul Park.
- Continued bi-weekly mowing schedule for parks and all other turf areas within the City. Sports fields that are utilized on a daily basis are mowed weekly.
- Street Tree Work
  - Seven (7) stump removals
  - Four (4) tree removals

- Seven (7) clearance/structural prunings
- Two (2) large limb failure removals

### **GRAFFITI ABATEMENT**

- Worked with Environmental Compliance Resources, the City's Graffiti Abatement Contractor, to remove and paint over graffiti at various locations throughout the City, to include 12 separate street signs. This work was performed with 34.5 man hours during the month of September 2016. The total amount of graffiti removed during this time period was approximately 4,733 square feet.

September 19, 2016

Honorable Mayor and Members  
of the Atwater City Council

City Council Meeting  
of October 10, 2016

**WAIVING FIRST READING AND INTRODUCING ORDINANCE NO. CS  
976 AMENDING CHAPTER 8.50 "CAMPING, SLEEPING, STORAGE  
OF PERSONAL PROPERTY" OF THE ATWATER MUNICIPAL CODE**

**RECOMMENDATION:**

It is recommended that the City Council consider:

1. Opening the public hearing and receiving any testimony given regarding Ordinance No. CS 976; and
2. Waiving the first reading and introducing Ordinance No. CS 976 amending Chapter 8.50 "Camping, Sleeping, Storage of Personal Property" of the Atwater Municipal Code.

**BACKGROUND:**

In 2015, the City of Atwater enacted an ordinance adding Chapter 8.50 to the Atwater Municipal Code ("AMC"). In part, Chapter 8.50 prohibited people from sleeping and laying down on Public property unless expressly permitted to do so at a designated campground. Based upon recent precedent, we recommend that Chapter 8.50 be amended slightly.

**ANALYSIS:**

The City has the right to "regulate conduct upon a street, sidewalk, or other public place...." Cal. Pen. Code § 647c. The City also has the power and a duty "to keep its streets and other public property open and available for the purpose to which they are dedicated." *Tobe v. City of Santa Ana*, 9 Cal. 4th 1069, 1109 (1995), citing *San Francisco Street Artists Guild v. Scott*, 37 Cal.App.3d 667, 674 (1974).

Several cases have challenged and sought to define the limits of these rights as they relate to the adoption and enforcement of municipal camping ordinances. The majority of challenges to camping ordinances have been based on equal protection and due process principles. The proposed changes to Chapter 8.50 are consistent with recent precedent, as they eliminate language that would ban customary uses of public places such as parks (e.g. laying on the lawn or taking a short nap during a picnic).

**FISCAL IMPACT:**

The City may receive revenue/reimbursement as a result of any infraction under this Chapter. In addition to any administrative penalty assessed for a violation of Chapter 8.50, any person found in violation of this Chapter will be charged according to the fees set forth in the Ordinance.

**CONCLUSION:**

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

Respectfully submitted,

*/s/ Stacy Henderson*

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Stacy Henderson  
Deputy City Attorney



# CITY COUNCIL OF THE CITY OF ATWATER

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## ORDINANCE NO. CS 976

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER AMENDING CHAPTER 8.50 OF THE CITY OF ATWATER MUNICIPAL CODE ENTITLED CAMPING, SLEEPING AND STORAGE OF PERSONAL PROPERTY

The City Council of the City of Atwater does hereby ordain:

**SECTION 1:** Chapter 8.50 of the City of Atwater Municipal Code entitled “Camping, Sleeping and Storage of Personal Property” is hereby amended to read in full as follows:

#### **8.50.010 Purpose.**

The purpose of this Chapter is to ensure that public property, streets and areas within the City are safe, clean, free from obstruction, readily accessible, and available for use by the public. Use of public property, streets and areas for camping, sleeping and/or storage of personal property interferes with the rights of others to use these areas for their intended purpose.

#### **8.50.020 Definitions.**

Except as otherwise expressly set forth herein, the following words and terms as used in this Chapter shall have the following meanings:

- A. “Camp” or “Camping” shall mean to pitch or occupy camp facilities; to use camp paraphernalia.
- B. “Camp facilities” shall include, but not be limited to, tents, huts or temporary shelters.
- C. “Camp paraphernalia” shall include, but not be limited to, tarpaulins, cots, beds, sleeping bags, hammocks, non-City designated cooking facilities, open flames, fire stoves and similar equipment.

- D. "Public Property" shall mean property owned by the City or otherwise dedicated to the use of the public and shall also include privately owned property open to the public. The term "Public Property" shall expressly include, but not be limited to, streets, medians, traffic islands, alleyways, improved or unimproved public parking lots or parking areas, parks, recreation areas, landscaped areas, green areas, and walkways.
- E. "Store Personal Property" shall mean allow the accumulation or putting aside any item of personal property, or to leave any item of personal property unattended, discarded or abandoned.

**8.50.030 Camping, Sleeping and Storage of Personal Property on Public Property Prohibited.**

It shall be unlawful for any person to Camp, occupy Camp facilities, and use Camp paraphernalia or Store Personal Property on Public Property unless expressly permitted to do so at a designated campground.

**8.50.040 Confiscation of Unattended Property.**

The City shall have the right to confiscate from Public Property any personal property stored in violation of this Chapter.

- A. The City shall provide written notice of the intent to seize the personal property twenty-four (24) hours before seizing the items.
- B. The City shall make a good faith effort to locate the owner(s) of the personal property and to provide him/her with an opportunity to collect the personal property before seizing the items.
- C. Prior to removing any personal property, the City shall create a written inventory and take photos of the items.
- D. Upon removing any personal property, the City shall leave a written notice at the location of the confiscation confirming that a seizure has occurred pursuant to this Chapter and providing instructions for how to claim the items.
- E. The City shall store all items confiscated pursuant to this Chapter for ninety (90) days in accordance with California Civil Code § 2080, *et seq.* (as amended) and shall, to the extent reasonably practical and without any duty to investigate the recommended storage parameters, properly store perishable items such as medication.
- F. The City shall comply with the provisions of California Civil Code § 2080, *et seq.* (as amended) in selling any items confiscated pursuant to this Chapter and in collecting the costs thereof.

**8.50.050 Violations; Penalties.**

- A. Any person who violates any provision of this Chapter shall be deemed to have created a nuisance.
- B. The first violation of any provision of this Chapter shall be an infraction punishable by a fine in the amount of One Hundred Dollars (\$100.00).
- C. The second violation of any provision of this Chapter shall be an infraction punishable by a fine in the amount of Two Hundred Fifty Dollars (\$250.00).
- D. The third violation of any provision of this Chapter shall be a misdemeanor and shall be punishable by a fine in the amount of Five Hundred Dollars (\$500.00).
- E. Subsequent violations of any provision of this Chapter shall be a misdemeanor and shall be punishable by a fine in the amount of One Thousand Dollars (\$1,000.00), imprisonment for a maximum of six (6) months County jail, or both.

**SECTION 2. 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 3. EFFECTIVE DATE:** This ordinance shall take effect and be in force thirty (30) days after the date of its passage and the City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published in the Atwater Signal within fifteen (15) days from the adoption hereof.

**INTRODUCED:  
ADOPTED:  
AYES:  
NOES:  
ABSENT:**

**APPROVED:**

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

**ATTEST:**

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

September 12, 2016

Honorable Mayor and Members of the  
Atwater City Council

City Council Meeting  
Meeting of October 10, 2016

**APPROVING CITY OPERATED TOW YARD AT CORPORATION YARD  
AND AUTHORIZING MEASURE H FUNDS FOR SITE IMPROVEMENTS**

**RECOMMENDATION:**

It is recommended that the City Council consider:

- Adopting Resolution No. 2924-16 approving a City operated tow yard at the City Corporation Yard and authorizing the use of Measure H Funds to improve the location.

**BACKGROUND:**

City Council directed the City Manager to evaluate and conduct a study to explain the benefits of establishment of an Atwater Police Department Tow Yard. On September 10, 2012, the police department conducted a presentation at the City of Atwater Council Meeting regarding 30 day cost recovery program for impounded vehicles towed pursuant to CVC section 14602.6. The American Automobile Association (AAA) conducted a study to quantify the number and percentage of drivers involved in 38,505 fatal crashes who have in invalid license or unknown license status. 16.4% of drivers involved were unlicensed, suspended or revoked, expired or cancelled/denied a license. 3.6% of drivers involved had an unknown license status, a total of 20%.

At their regular meeting of July 25, 2016 City Council held a public hearing to introduce Ordinance No. 975 amending Title 12 "Streets, Sidewalks and Public Places" of the Atwater Municipal Code, to add Chapter 12.34, "Use of City Property". At their regular meeting of August 8, 2016 City Council adopted Ordinance No. 975 establishing Chapter 12.34 of the Atwater Municipal Code relating to use of City Property. Chapter 12.34 allows for the use and development of City owned property for legitimate public uses upon their consideration, subject to approval under Chapter 17.12.060 of the Atwater Municipal Code.

**ANALYSIS**

Overall, an average of 8,000 drivers was definitely or possibly driving with an invalid license or no license or had an undeterminable license status. Nearly 7,000 drivers involved in fatal crashes have their license suspended or revoked previously. Annually 4,000 persons are killed in collisions in California. 330,000 persons are injured in collisions.

More than 20% of drivers involved in these collisions are not licensed to drive. A driver with a suspended license is four times more likely to be involved in a fatal collision. California has 20 million licensed drivers.

720,000 licenses have been suspended or revoked. Estimated 1 million drivers are driving without ever being issued a license.

In 2015, 296 citations were issued for CVC 12500(a) (Unlicensed driver). 205 citations were issued for CVC 14601, driving on a suspension violations. A total of 502 citations for license related violations, with a total of 50 accidents resulting in 23 injuries. As a result, law enforcement activities resulted in investigations involving Hit & Run accidents, injury and non-injury collisions and fatal accidents. This has resulted in Administrative Costs. CVC section 14602.6 enacted in January 1, 1995, this provided law enforcement with a tool to address unlicensed and suspended drivers. It authorizes the impoundment of a violator’s vehicle for 30 days. CVC section 22850 allows a governmental agency to maintain its own storage facility for impounded vehicles. CVC section 22850.5 allows a governmental agency to impose a fee equal to administrative costs related to impound, storage, or release of the vehicle.

Currently, the City receives \$295.00 from each 30 days storage impound from the tow companies. No funds are received when vehicles are released prior to 30 days or sold by lien. Current average tow rates collected by tow companies are as follows:

- 1. Vehicle tow fees: \$120-\$180
- 2. Storage Fees: \$1,500-1,800
- 3. Lien sale: \$70
  
- Total: \$1,899-2,259

Projected Revenue per vehicle after implementing Tow Yard would be:

- 1. Vehicle tow fee: \$180
- 2. Storage Fee: \$1,500  
(\$50 per day)
- 3. Lien process fee: \$70

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Sub-Total:	\$1,750
City Administrative/ Release	\$209

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Total:	\$1,959
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The Site Plan proposes to use approximately 18,000 square feet of vacant area within the existing City Public Works Department Corporation Yard located at 470 Aviator Drive. This site is located on the south side of the current City Limits within the Atwater Business Park.

The Tow Yard would be able to store approximately 42 vehicles at maximum capacity. The area will be surrounded by chain link fence and accessible by two sliding gates on the north side of the storage area. The Police Department intends on installing onsite lighting for night time activities and video cameras that can be viewed from the Police Station at City Hall. One of the existing office spaces within the main Public Works Building will be used to staff one officer Monday thru Thursday during normal business hours. If access to the site is necessary at other times, an officer would deploy from the main Police Station as on-call staffing. The proposed site layout is included as “**EXHIBIT A**” to the attached resolution.

Existing employee duties will be modified to facilitate the operation. The position will be managed by one full time Sergeant. Employee’s anticipated to spend half of their time of storage lot duties.

**FISCAL IMPACT:**

The estimated annual revenue from the operation of the Tow Yard is approximately \$500,000 to \$1,000,000. There will be some operational costs associated with alarm monitoring and potentially lien sales or auction fees. The revenue generated will be deposited into the General Fund, under Charges for Services, Impound Fees.

**CONCLUSION:**

This staff report is submitted for City Council review.

Respectfully submitted,

*/s/ Samuel Joseph*

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Interim Police Chief Joseph



# CITY COUNCIL OF THE CITY OF ATWATER

## RESOLUTION NO. 2924-16

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A CITY OPERATED TOW YARD AT THE CITY CORPORATION YARD AND AUTHORIZING THE EXPENDITURE OF MEASURE H FUNDS TO IMPROVE THE LOCATION

**WHEREAS**, The City of Atwater has been actively seeking opportunities to expand revenue sources; and,

**WHEREAS**, In 2012 the Atwater Police Department provided information to the public regarding a cost recovery program for impounded vehicles; and

**WHEREAS** The Atwater Police Department in cooperation with the Public Works Department has identified a location to operate a Tow Yard on property owned by the City of Atwater; and

**WHEREAS**, The Atwater City Council introduced Ordinance No. CS 975 amending Title 12 “Streets, Sidewalks, and Public Places” which created a process to utilize City owned property to maximize public benefit provided that the Atwater City Council approves the use at the specific location and that Site Plan approval is granted by the Community Development & Resources Commission pursuant to Chapter 17.12.060.

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

Section 1. The Atwater City Council approves the use of a portion of the City Corporation Yard; a city owned facility located at 470 Aviator Drive, as provided in **EXHIBIT “A”** for a City operated Tow Yard.

Section 2. This approval shall be subject to Site Plan Approval by the Community Development & Resources Commission pursuant to Chapter 17.12.060.

Section 3. The Atwater City Council authorizes the use of Measure H Funds to improve the site location. If necessary a budget amendment will be incorporated in the Mid Year Budget Update for the specific amount of funds associated with this action.

Section 3. The City Manager shall be dully authorized to execute agreements or other actions to implement this project.

The foregoing resolution is hereby adopted this 10<sup>th</sup> day of October, 2016.

**AYES:  
NOES:  
ABSENT:**

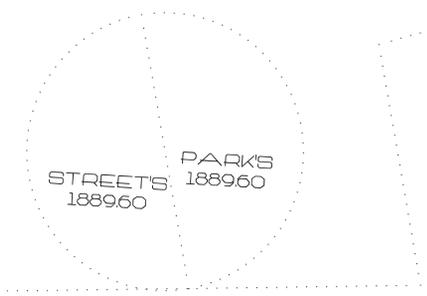
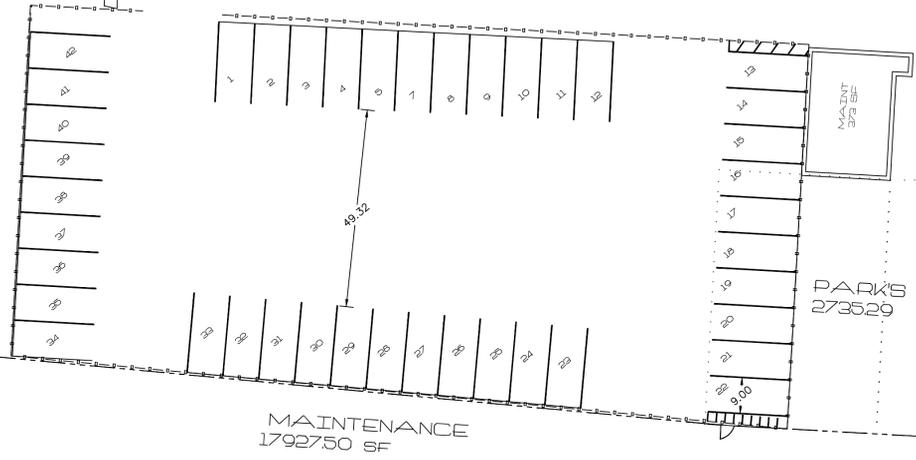
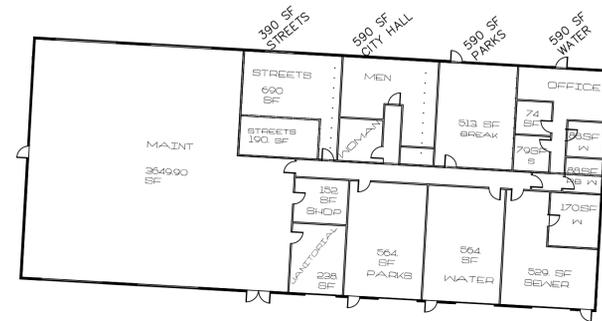
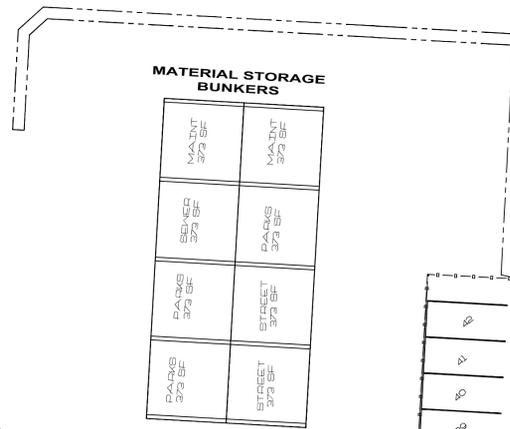
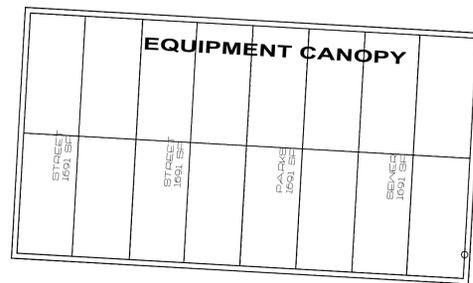
**APPROVED:**

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

**ATTEST:**

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

AVIATOR DR



POLICE 370272

CITY OF ATWATER  
COMMUNITY DEVELOPMENT DEPARTMENT  
ENGINEERING DIVISION

REVISIONS	Date	By

Scale	SCALE	Date:	DATE
Flt. Bk.:	DRAWN	Approved By:	Sheet SHEET of SHEET
Checked:			File No. FILE NO.

September 26, 2016

Board of the Successor Agency  
to the Atwater Redevelopment Agency

Meeting of  
October 10, 2016

## **APPROVING THE FIRST AMENDMENT TO THE PROMISSORY NOTE**

### **RECOMMENDATION:**

It is recommended that the Successor Agency to the Redevelopment Agency of the City of Atwater ("Successor Agency") take the following action:

- Adopt Successor Agency Resolution No. 2016-04 approving the First Amendment to the Promissory Note between Luis Naranjo Villalobos and the Successor Agency.

### **BACKGROUND:**

As of February 1, 2012, redevelopment agencies throughout the State ceased to exist. Successor agencies are responsible for winding down the affairs of their respective now-dissolved redevelopment agencies. The City of Atwater ("City") is acting as the Successor Agency to manage and curtail the operation of the dissolved Atwater Redevelopment Agency ("RDA"). As Successor Agency, the City is responsible for all of the assets, properties, contracts, leases, obligations, and records of the former RDA.

The Successor Agency receives property tax increment through the Redevelopment Property Tax Trust Fund ("RPTTF") in amounts sufficient to pay its enforceable obligations. RPTTF money remaining after enforceable obligations, as well as County administrative fees and taxing entity pass troughs, are paid, is distributed to taxing entities ("Residual RPTTF").

On September 13, 2010, the former RDA entered into an agreement ("Promissory Note") to loan Luis Naranjo Villalobos ("Borrower") \$101,000 to purchase real property located at 1501 Atwater Boulevard. The former RDA had purchased the property to widen the street frontage. The portion needed for the street right of way expansion was retained and transferred to the City and the remainder was sold to Luis Naranjo Villalobos in support of an expansion of the business, Lupita's Auto Sales. The Borrower had first rights of refusals for the property under terms that were assumed under the property purchase by the RDA. The resulting action allowed the Borrower's business to expand which created additional value in the Downtown Redevelopment Project Area. This activity satisfied the former RDA's Implementation Plan goals and strategies of funding economic development, encouraging business retention and expansion, revitalizing the downtown, and facilitating infrastructure improvements.

The original Promissory Note indicated set the monthly payments at \$425.82, a 3.0%

interest rate over a 30-year amortization schedule for the loan. The Promissory Note states that the remaining balance of the loan, projected at \$89,594.10 when the Promissory Note was created, was to be paid in one lump sum on February 1, 2016 (“Balloon Payment”). Due to miscommunication in billing, the Borrower has not made regular monthly payments since January 2015. The Borrower was not invoiced and hired a new accountant who was unaware of the debt and payments due. In 2016, the Borrower made a lump sum back payment for the 12 monthly payments of 2015 as an act of good faith. As a result, as of October 1, 2016, there is \$89,795.43 in outstanding principal and \$2,020.40 in unpaid, accrued interest for the first nine months of 2016.

**ANALYSIS:**

The Borrower’s failure to pay when due represents a default regardless of whether invoices were provided or not. The Successor Agency has several optional rights and remedies. Accelerating and declaring the entire unpaid principal balance of the Promissory Note together with all accrued interest thereon immediately due and payable or foreclosing under the Deed of Trust would place an undue burden on the Borrower and risk the Borrower’s relocation from the City. Alternatively, the First Amendment to the Promissory Note (“Amendment”) would set up a new payment schedule allowing the Borrower to pay the remaining balance over time without affecting the Successor’s Agency’s purpose of winding down the activities of the former RDA and enabling the Borrower to keep his business in the City.

Pursuant Health and Safety Code (HSC) Section 34177(f), successor agencies are required to enforce all former redevelopment agency rights for the benefit of the taxing entities, including, but not limited to, continuing to collect loans, rents, and other revenues that were due to the corresponding former redevelopment agency. The First Amendment would help to ensure the loan is fully repaid by having the Borrower make another lump sum payment in October 2016 for payments not made and interest accrued from January 2016 to October 2016.

The First Amendment would eliminate the Balloon Payment and establish a new monthly payment of \$867.83 starting in November 2016 until the First Amended Promissory Note’s remaining balance is paid on December 1, 2025 (“Maturity Date”). This monthly payment and Maturity Date were selected because the Successor Agency is charged with dissolving the former RDA. Based on the former RDA’s bond debt service schedules, the former RDA is expected to be fully dissolved on June 1, 2026 with its final receipt of property tax increment to occur on January 2, 2026. The Maturity Date represents a date when the loan can be repaid without delaying the former RDA’s dissolution.

By ensuring the loan is fully repaid, the Successor Agency would maximize the amount of loan revenue available to spend on enforceable obligations, which would reduce the amount of RPTTF needed for the same purpose and thereby generate greater Residual

RPTTF to be distributed to taxing entities. Renegotiation of the loan therefore benefits the taxing entities, as well as the Successor Agency and the Borrower.

**FISCAL IMPACT:**

The approval will allow the Borrower to pay the remaining balance of the Promissory Note and allow the Successor Agency to use the funds to pay enforceable obligations or for the benefit of the taxing entities.

**CONCLUSION:**

This item is submitted for Successor Agency consideration and possible action. If the Successor Agency approves this item, the Oversight Board will take action at its October 17, 2016 meeting to approve the Successor Agency's approval of the First Amendment to the Promissory Note.

Respectfully submitted,



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Scott McBride  
Community Development Director  
City of Atwater



**SUCCESSOR AGENCY  
OF THE  
CITY OF ATWATER**

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**RESOLUTION NO. SA 2016-4**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE  
ATWATER REDEVELOPMENT AGENCY APPROVING THE  
FIRST AMENDMENT TO THE PROMISSORY NOTE BETWEEN  
LUIS NARANJO VILLALOBOS AND THE SUCCESSOR  
AGENCY TO THE ATWATER REDEVELOPMENT AGENCY**

**WHEREAS**, the City of Atwater elected to serve as the Successor Agency to the former Atwater Redevelopment Agency (“Successor Agency”) pursuant to Assembly Bill x1 26 (“AB x1 26”), Assembly Bill 1484 (“AB 1484”), and Senate Bill 107 (“SB 107,” collectively the “Dissolution Act”) as codified in the California Health & Safety Code (“HSC”); and

**WHEREAS**, under HSC Section 34177(f) successor agencies are required to enforce all former redevelopment agency rights for the benefit of the taxing entities, including, but not limited to, continuing to collect loans, rents, and other revenues that were due to the redevelopment agency; and

**WHEREAS**, the Successor Agency has proposed to amend the payment schedule to the promissory note, dated September 13, 2010, in the amount of \$101,000 (“Promissory Note”) between Luis Naranjo Villalobos (“Borrower”) and the former Atwater Redevelopment Agency (“Former RDA”) to benefit the Borrower, Successor Agency, and affected taxing entities by ensuring timely payments are continually made; and

**WHEREAS**, the proposed First Amendment to the Promissory Note, attached hereto as Exhibit “A”, has been prepared and is consistent with the provisions of the Dissolution Act along with the Amended Payment Schedule, attached hereto as Exhibit “B”; and

**WHEREAS**, HSC Section 34181(e) requires the Successor Agency to submit renegotiated contracts, agreements, or other arrangements between the Former RDA and any private parties to reduce liabilities and increase net revenues to the taxing entities to the Oversight Board for approval; and

**WHEREAS**, the Successor Agency's proposed First Amendment to the Promissory Note has been reviewed, and by this Resolution the Successor Agency desires to approve such First Amendment to the Promissory Note and authorize submittal thereof to the Oversight Board for its review and approval as required by the Dissolution Act; and

**WHEREAS**, the Oversight Board will review the First Amendment to the Promissory Note on October 17, 2016.

**NOW, THEREFORE**, the Successor Agency to the Atwater Redevelopment Agency does hereby resolve as follows:

**Section 1. Recitals.**

The Recitals set forth above are true and correct and incorporated herein by reference.

**Section 2. Approval of the Amended Loan Agreement.**

The Successor Agency hereby approves the First Amendment to the Promissory Note between Luis Naranjo Villalobos and the Successor Agency.

**Section 3. Authorization to Take Actions.**

The City Manager is hereby authorized to take such actions as are necessary and appropriate to implement this decision of the Successor Agency.

The foregoing resolution is hereby adopted this 10<sup>th</sup> day of October, 2016.

**AYES:  
NOES:  
ABSENT:  
ABSTAINED:**

**APPROVED:**

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

**ATTEST:**

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

EXHIBIT A

FIRST AMENDMENT TO THE PROMISSORY NOTE

EXHIBIT B

AMENDED PAYMENT SCHEDULE

**FIRST AMENDMENT TO PROMISSORY NOTE  
SECURED BY DEED OF TRUST**

(US \$101,000 Originally; \$89,795.43 Outstanding)

Date: October 11, 2016

THIS FIRST AMENDMENT TO PROMISSORY NOTE (the "**Amendment**"), dated as of October 11, 2016, is entered into by LUIS NARANJO VILLALOBOS, an individual ("**Maker**" or "**Borrower**") and the SUCCESSOR AGENCY TO THE ATWATER REDEVELOPMENT AGENCY, a public body corporate and politic ("**Holder**").

WHEREAS, the Maker and the ATWATER REDEVELOPMENT AGENCY ("**Agency**") are parties to that certain Promissory Note, dated as of September 13, 2010 (the "**Promissory Note**");

WHEREAS, as part of the dissolution of redevelopment agencies, Holder succeeded Agency and all of the Agency's authority, rights, powers, duties, and obligations are vested with Holder per Health and Safety Code Section 34173 (b); and

WHEREAS, Maker and Holder desire to amend the Promissory Note to benefit both parties by restructuring the loan to eliminate the balloon payment, adjust the monthly payment amount, revise the maturity date, and repay missed payments.

NOW, THEREFORE, in consideration of the recitals set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by each party hereto as follows:

Amendment to the Promissory Note. It is hereby agreed and understood that the Promissory Note shall be amended as follows:

1. Interest Rate. The paragraph of the Promissory Note entitled "Interest Rate" is hereby amended and restated in its entirety to read as follows:

Interest Rate. Interest on the outstanding principal balance of the Loan shall accrue monthly at the rate of three percent (3.00%) per annum on the outstanding principal balance until all principal and other amounts, if any, due under the Loan Agreement and this Promissory Note are paid in full.

2. Repayment; Maturity Date. The paragraph of the Promissory Note entitled "Repayment; Maturity Date" is hereby amended and restated in its entirety to read as follows:

Repayment; Maturity Date. Before October 31, 2016, Borrower shall make a payment of principal and interest for missed payments from January 2016 to October 2016 in the amount of Eight Thousand Six Hundred Seventy Dollars and Seventy-One Cents (\$8,670.71).

Commencing on November 1, 2016 and continuing monthly on the 1<sup>st</sup> day of each month until the Maturity Date, Borrower shall make monthly payments of principal and interest, in the amount of Eight Hundred Sixty-Seven Dollars and Eighty-Three Cents (\$867.83) to Holder. All remaining outstanding Loan principal, together with interest accrued

thereon and any other amounts owing under this Note shall be due and payable on December 1, 2025 ("Maturity Date").

3. Successors and Assigns. The paragraph of the Promissory Note entitled "Successors and Assigns" is hereby amended and restated in its entirety to read as follows:

Successors and Assigns. The ATWATER REDEVELOPMENT AGENCY assigns this Note to the SUCCESSOR AGENCY TO THE ATWATER REDEVELOPMENT AGENCY. Maker accepts this assignment. This Note may be assigned by Maker and Holder with the other party's written consent, and shall be binding on all successors and assigns of Holder and Maker.

Miscellaneous.

- A. Except as expressly amended and modified by this Amendment, the Promissory Note is and shall continue to be in full force and effect in accordance with the terms thereof.
- B. This Amendment may be executed by the parties hereto in counterparts, and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- C. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Promissory Note to be duly executed as of the day and year first written above.

**MAKER:**

LUIS NARANJO VILLALOBOS

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

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

**HOLDER:**

SUCCESSOR AGENCY TO THE ATWATER REDEVELOPMENT AGENCY

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

Name: Scott McBride

Title: Community Development Director

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

**APPROVED AS TO FORM:**

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

Name: Thomas Terpstra

Title: City Attorney

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

Luis Naranjo Villalobos Loan Amortization Schedule -1501 Atwater Blvd  
 3% fixed rate amortized over 15 years - Pay off before last debt service payment  
 No payments made January 2016 through August 2016

This schedule includes a lump sum payment (\$8,670.71) in October for the principal and interest from January to October 2016 and the new payment (\$867.83) starting in November 2016.

Month	Year	Beginning Principal	Total Payment	Interest Payment	Principal Payment	Ending Principal	Total Interest Paid	Total Principal Paid
January	2011	\$ 101,000.00	\$ 425.82	\$ 252.50	\$ 173.32	\$ 100,826.68	\$ 252.50	\$ 173.32
February	2011	\$ 100,826.68	\$ 425.82	\$ 252.07	\$ 173.75	\$ 100,652.93	\$ 504.57	\$ 347.07
March	2011	\$ 100,652.93	\$ 425.82	\$ 251.63	\$ 174.19	\$ 100,478.74	\$ 756.20	\$ 521.26
April	2011	\$ 100,478.74	\$ 425.82	\$ 251.20	\$ 174.62	\$ 100,304.12	\$ 1,007.40	\$ 695.88
May	2011	\$ 100,304.12	\$ 425.82	\$ 250.76	\$ 175.06	\$ 100,129.06	\$ 1,258.16	\$ 870.94
June	2011	\$ 100,129.06	\$ 425.82	\$ 250.32	\$ 175.50	\$ 99,953.56	\$ 1,508.48	\$ 1,046.44
July	2011	\$ 99,953.56	\$ 425.82	\$ 249.88	\$ 175.94	\$ 99,777.62	\$ 1,758.36	\$ 1,222.38
August	2011	\$ 99,777.62	\$ 425.82	\$ 249.44	\$ 176.38	\$ 99,601.25	\$ 2,007.81	\$ 1,398.75
September	2011	\$ 99,601.25	\$ 425.82	\$ 249.00	\$ 176.82	\$ 99,424.43	\$ 2,256.81	\$ 1,575.57
October	2011	\$ 99,424.43	\$ 425.82	\$ 248.56	\$ 177.26	\$ 99,247.17	\$ 2,505.37	\$ 1,752.83
November	2011	\$ 99,247.17	\$ 425.82	\$ 248.12	\$ 177.70	\$ 99,069.47	\$ 2,753.49	\$ 1,930.53
December	2011	\$ 99,069.47	\$ 425.82	\$ 247.67	\$ 178.15	\$ 98,891.32	\$ 3,001.16	\$ 2,108.68
January	2012	\$ 98,891.32	\$ 425.82	\$ 247.23	\$ 178.59	\$ 98,712.73	\$ 3,248.39	\$ 2,287.27
February	2012	\$ 98,712.73	\$ 425.82	\$ 246.78	\$ 179.04	\$ 98,533.69	\$ 3,495.17	\$ 2,466.31
March	2012	\$ 98,533.69	\$ 425.82	\$ 246.33	\$ 179.49	\$ 98,354.21	\$ 3,741.51	\$ 2,645.79
April	2012	\$ 98,354.21	\$ 425.82	\$ 245.89	\$ 179.93	\$ 98,174.27	\$ 3,987.39	\$ 2,825.73
May	2012	\$ 98,174.27	\$ 425.82	\$ 245.44	\$ 180.38	\$ 97,993.89	\$ 4,232.83	\$ 3,006.11
June	2012	\$ 97,993.89	\$ 425.82	\$ 244.98	\$ 180.84	\$ 97,813.05	\$ 4,477.81	\$ 3,186.95
July	2012	\$ 97,813.05	\$ 425.82	\$ 244.53	\$ 181.29	\$ 97,631.76	\$ 4,722.35	\$ 3,368.24
August	2012	\$ 97,631.76	\$ 425.82	\$ 244.08	\$ 181.74	\$ 97,450.02	\$ 4,966.42	\$ 3,549.98
September	2012	\$ 97,450.02	\$ 425.82	\$ 243.63	\$ 182.20	\$ 97,267.83	\$ 5,210.05	\$ 3,732.17
October	2012	\$ 97,267.83	\$ 425.82	\$ 243.17	\$ 182.65	\$ 97,085.18	\$ 5,453.22	\$ 3,914.82
November	2012	\$ 97,085.18	\$ 425.82	\$ 242.71	\$ 183.11	\$ 96,902.07	\$ 5,695.93	\$ 4,097.93
December	2012	\$ 96,902.07	\$ 425.82	\$ 242.26	\$ 183.56	\$ 96,718.51	\$ 5,938.19	\$ 4,281.49
January	2013	\$ 96,718.51	\$ 425.82	\$ 241.80	\$ 184.02	\$ 96,534.48	\$ 6,179.98	\$ 4,465.52
February	2013	\$ 96,534.48	\$ 425.82	\$ 241.34	\$ 184.48	\$ 96,350.00	\$ 6,421.32	\$ 4,650.00
March	2013	\$ 96,350.00	\$ 425.82	\$ 240.87	\$ 184.95	\$ 96,165.05	\$ 6,662.20	\$ 4,834.95
April	2013	\$ 96,165.05	\$ 425.82	\$ 240.41	\$ 185.41	\$ 95,979.65	\$ 6,902.61	\$ 5,020.35
May	2013	\$ 95,979.65	\$ 425.82	\$ 239.95	\$ 185.87	\$ 95,793.77	\$ 7,142.56	\$ 5,206.23
June	2013	\$ 95,793.77	\$ 425.82	\$ 239.48	\$ 186.34	\$ 95,607.44	\$ 7,382.04	\$ 5,392.56
July	2013	\$ 95,607.44	\$ 425.82	\$ 239.02	\$ 186.80	\$ 95,420.64	\$ 7,621.06	\$ 5,579.36
August	2013	\$ 95,420.64	\$ 425.82	\$ 238.55	\$ 187.27	\$ 95,233.37	\$ 7,859.61	\$ 5,766.63
September	2013	\$ 95,233.37	\$ 425.82	\$ 238.08	\$ 187.74	\$ 95,045.63	\$ 8,097.69	\$ 5,954.37
October	2013	\$ 95,045.63	\$ 425.82	\$ 237.61	\$ 188.21	\$ 94,857.43	\$ 8,335.31	\$ 6,142.57
November	2013	\$ 94,857.43	\$ 425.82	\$ 237.14	\$ 188.68	\$ 94,668.75	\$ 8,572.45	\$ 6,331.25
December	2013	\$ 94,668.75	\$ 425.82	\$ 236.67	\$ 189.15	\$ 94,479.60	\$ 8,809.12	\$ 6,520.40
January	2014	\$ 94,479.60	\$ 425.82	\$ 236.20	\$ 189.62	\$ 94,289.98	\$ 9,045.32	\$ 6,710.02
February	2014	\$ 94,289.98	\$ 425.82	\$ 235.72	\$ 190.10	\$ 94,099.89	\$ 9,281.05	\$ 6,900.11
March	2014	\$ 94,099.89	\$ 425.82	\$ 235.25	\$ 190.57	\$ 93,909.32	\$ 9,516.30	\$ 7,090.68
April	2014	\$ 93,909.32	\$ 425.82	\$ 234.77	\$ 191.05	\$ 93,718.27	\$ 9,751.07	\$ 7,281.73
May	2014	\$ 93,718.27	\$ 425.82	\$ 234.30	\$ 191.52	\$ 93,526.74	\$ 9,985.37	\$ 7,473.26
June	2014	\$ 93,526.74	\$ 425.82	\$ 233.82	\$ 192.00	\$ 93,334.74	\$ 10,219.18	\$ 7,665.26
July	2014	\$ 93,334.74	\$ 425.82	\$ 233.34	\$ 192.48	\$ 93,142.26	\$ 10,452.52	\$ 7,857.74
August	2014	\$ 93,142.26	\$ 425.82	\$ 232.86	\$ 192.96	\$ 92,949.29	\$ 10,685.38	\$ 8,050.71
September	2014	\$ 92,949.29	\$ 425.82	\$ 232.37	\$ 193.45	\$ 92,755.85	\$ 10,917.75	\$ 8,244.15
October	2014	\$ 92,755.85	\$ 425.82	\$ 231.89	\$ 193.93	\$ 92,561.92	\$ 11,149.64	\$ 8,438.08

Month	Year	Beginning Principal	Total Payment	Interest Payment	Principal Payment	Ending Principal	Total Interest Paid	Total Principal Paid
November	2014	\$ 92,561.92	\$ 425.82	\$ 231.40	\$ 194.42	\$ 92,367.50	\$ 11,381.04	\$ 8,632.50
December	2014	\$ 92,367.50	\$ 425.82	\$ 230.92	\$ 194.90	\$ 92,172.60	\$ 11,611.96	\$ 8,827.40
January	2015	\$ 92,172.60	\$ 425.82	\$ 230.43	\$ 195.39	\$ 91,977.21	\$ 11,842.39	\$ 9,022.79
February	2015	\$ 91,977.21	\$ 425.82	\$ 229.94	\$ 195.88	\$ 91,781.33	\$ 12,072.34	\$ 9,218.67
March	2015	\$ 91,781.33	\$ 425.82	\$ 229.45	\$ 196.37	\$ 91,584.97	\$ 12,301.79	\$ 9,415.03
April	2015	\$ 91,584.97	\$ 425.82	\$ 228.96	\$ 196.86	\$ 91,388.11	\$ 12,530.75	\$ 9,611.89
May	2015	\$ 91,388.11	\$ 425.82	\$ 228.47	\$ 197.35	\$ 91,190.76	\$ 12,759.22	\$ 9,809.24
June	2015	\$ 91,190.76	\$ 425.82	\$ 227.98	\$ 197.84	\$ 90,992.92	\$ 12,987.20	\$ 10,007.08
July	2015	\$ 90,992.92	\$ 425.82	\$ 227.48	\$ 198.34	\$ 90,794.58	\$ 13,214.68	\$ 10,205.42
August	2015	\$ 90,794.58	\$ 425.82	\$ 226.99	\$ 198.83	\$ 90,595.74	\$ 13,441.67	\$ 10,404.26
September	2015	\$ 90,595.74	\$ 425.82	\$ 226.49	\$ 199.33	\$ 90,396.41	\$ 13,668.16	\$ 10,603.59
October	2015	\$ 90,396.41	\$ 425.82	\$ 225.99	\$ 199.83	\$ 90,196.59	\$ 13,894.15	\$ 10,803.41
November	2015	\$ 90,196.59	\$ 425.82	\$ 225.49	\$ 200.33	\$ 89,996.26	\$ 14,119.64	\$ 11,003.74
December	2015	\$ 89,996.26	\$ 425.82	\$ 224.99	\$ 200.83	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
January	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
February	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
March	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
April	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
May	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
June	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
July	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
August	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
September	2016	\$ 89,795.43	\$ -	\$ -	\$ -	\$ 89,795.43	\$ 14,344.63	\$ 11,204.57
October	2016	\$ 89,795.43	\$ 8,670.71	\$ 2,244.89	\$ 6,425.82	\$ 83,369.60	\$ 16,589.52	\$ 17,630.40
November	2016	\$ 83,369.60	\$ 867.83	\$ 208.42	\$ 659.40	\$ 82,710.20	\$ 16,797.94	\$ 18,289.80
December	2016	\$ 82,710.20	\$ 867.83	\$ 206.78	\$ 661.05	\$ 82,049.14	\$ 17,004.72	\$ 18,950.86
January	2017	\$ 82,049.14	\$ 867.83	\$ 205.12	\$ 662.71	\$ 81,386.44	\$ 17,209.84	\$ 19,613.56
February	2017	\$ 81,386.44	\$ 867.83	\$ 203.47	\$ 664.36	\$ 80,722.08	\$ 17,413.31	\$ 20,277.92
March	2017	\$ 80,722.08	\$ 867.83	\$ 201.81	\$ 666.02	\$ 80,056.05	\$ 17,615.11	\$ 20,943.95
April	2017	\$ 80,056.05	\$ 867.83	\$ 200.14	\$ 667.69	\$ 79,388.36	\$ 17,815.25	\$ 21,611.64
May	2017	\$ 79,388.36	\$ 867.83	\$ 198.47	\$ 669.36	\$ 78,719.00	\$ 18,013.72	\$ 22,281.00
June	2017	\$ 78,719.00	\$ 867.83	\$ 196.80	\$ 671.03	\$ 78,047.97	\$ 18,210.52	\$ 22,952.03
July	2017	\$ 78,047.97	\$ 867.83	\$ 195.12	\$ 672.71	\$ 77,375.26	\$ 18,405.64	\$ 23,624.74
August	2017	\$ 77,375.26	\$ 867.83	\$ 193.44	\$ 674.39	\$ 76,700.87	\$ 18,599.08	\$ 24,299.13
September	2017	\$ 76,700.87	\$ 867.83	\$ 191.75	\$ 676.08	\$ 76,024.80	\$ 18,790.83	\$ 24,975.20
October	2017	\$ 76,024.80	\$ 867.83	\$ 190.06	\$ 677.77	\$ 75,347.03	\$ 18,980.89	\$ 25,652.97
November	2017	\$ 75,347.03	\$ 867.83	\$ 188.37	\$ 679.46	\$ 74,667.57	\$ 19,169.26	\$ 26,332.43
December	2017	\$ 74,667.57	\$ 867.83	\$ 186.67	\$ 681.16	\$ 73,986.41	\$ 19,355.93	\$ 27,013.59
January	2018	\$ 73,986.41	\$ 867.83	\$ 184.97	\$ 682.86	\$ 73,303.55	\$ 19,540.90	\$ 27,696.45
February	2018	\$ 73,303.55	\$ 867.83	\$ 183.26	\$ 684.57	\$ 72,618.98	\$ 19,724.16	\$ 28,381.02
March	2018	\$ 72,618.98	\$ 867.83	\$ 181.55	\$ 686.28	\$ 71,932.69	\$ 19,905.70	\$ 29,067.31
April	2018	\$ 71,932.69	\$ 867.83	\$ 179.83	\$ 688.00	\$ 71,244.70	\$ 20,085.54	\$ 29,755.30
May	2018	\$ 71,244.70	\$ 867.83	\$ 178.11	\$ 689.72	\$ 70,554.98	\$ 20,263.65	\$ 30,445.02
June	2018	\$ 70,554.98	\$ 867.83	\$ 176.39	\$ 691.44	\$ 69,863.54	\$ 20,440.03	\$ 31,136.46
July	2018	\$ 69,863.54	\$ 867.83	\$ 174.66	\$ 693.17	\$ 69,170.37	\$ 20,614.69	\$ 31,829.63
August	2018	\$ 69,170.37	\$ 867.83	\$ 172.93	\$ 694.90	\$ 68,475.47	\$ 20,787.62	\$ 32,524.53
September	2018	\$ 68,475.47	\$ 867.83	\$ 171.19	\$ 696.64	\$ 67,778.83	\$ 20,958.81	\$ 33,221.17
October	2018	\$ 67,778.83	\$ 867.83	\$ 169.45	\$ 698.38	\$ 67,080.44	\$ 21,128.25	\$ 33,919.56
November	2018	\$ 67,080.44	\$ 867.83	\$ 167.70	\$ 700.13	\$ 66,380.32	\$ 21,295.96	\$ 34,619.68
December	2018	\$ 66,380.32	\$ 867.83	\$ 165.95	\$ 701.88	\$ 65,678.44	\$ 21,461.91	\$ 35,321.56
January	2019	\$ 65,678.44	\$ 867.83	\$ 164.20	\$ 703.63	\$ 64,974.80	\$ 21,626.10	\$ 36,025.20
February	2019	\$ 64,974.80	\$ 867.83	\$ 162.44	\$ 705.39	\$ 64,269.41	\$ 21,788.54	\$ 36,730.59

Month	Year	Beginning Principal	Total Payment	Interest Payment	Principal Payment	Ending Principal	Total Interest Paid	Total Principal Paid
March	2019	\$ 64,269.41	\$ 867.83	\$ 160.67	\$ 707.16	\$ 63,562.26	\$ 21,949.21	\$ 37,437.74
April	2019	\$ 63,562.26	\$ 867.83	\$ 158.91	\$ 708.92	\$ 62,853.33	\$ 22,108.12	\$ 38,146.67
May	2019	\$ 62,853.33	\$ 867.83	\$ 157.13	\$ 710.70	\$ 62,142.64	\$ 22,265.25	\$ 38,857.36
June	2019	\$ 62,142.64	\$ 867.83	\$ 155.36	\$ 712.47	\$ 61,430.17	\$ 22,420.61	\$ 39,569.83
July	2019	\$ 61,430.17	\$ 867.83	\$ 153.58	\$ 714.25	\$ 60,715.91	\$ 22,574.18	\$ 40,284.09
August	2019	\$ 60,715.91	\$ 867.83	\$ 151.79	\$ 716.04	\$ 59,999.87	\$ 22,725.97	\$ 41,000.13
September	2019	\$ 59,999.87	\$ 867.83	\$ 150.00	\$ 717.83	\$ 59,282.04	\$ 22,875.97	\$ 41,717.96
October	2019	\$ 59,282.04	\$ 867.83	\$ 148.21	\$ 719.62	\$ 58,562.42	\$ 23,024.18	\$ 42,437.58
November	2019	\$ 58,562.42	\$ 867.83	\$ 146.41	\$ 721.42	\$ 57,841.00	\$ 23,170.58	\$ 43,159.00
December	2019	\$ 57,841.00	\$ 867.83	\$ 144.60	\$ 723.23	\$ 57,117.77	\$ 23,315.19	\$ 43,882.23
January	2020	\$ 57,117.77	\$ 867.83	\$ 142.79	\$ 725.03	\$ 56,392.74	\$ 23,457.98	\$ 44,607.26
February	2020	\$ 56,392.74	\$ 867.83	\$ 140.98	\$ 726.85	\$ 55,665.89	\$ 23,598.96	\$ 45,334.11
March	2020	\$ 55,665.89	\$ 867.83	\$ 139.16	\$ 728.66	\$ 54,937.23	\$ 23,738.13	\$ 46,062.77
April	2020	\$ 54,937.23	\$ 867.83	\$ 137.34	\$ 730.49	\$ 54,206.74	\$ 23,875.47	\$ 46,793.26
May	2020	\$ 54,206.74	\$ 867.83	\$ 135.52	\$ 732.31	\$ 53,474.43	\$ 24,010.99	\$ 47,525.57
June	2020	\$ 53,474.43	\$ 867.83	\$ 133.69	\$ 734.14	\$ 52,740.28	\$ 24,144.67	\$ 48,259.72
July	2020	\$ 52,740.28	\$ 867.83	\$ 131.85	\$ 735.98	\$ 52,004.31	\$ 24,276.53	\$ 48,995.69
August	2020	\$ 52,004.31	\$ 867.83	\$ 130.01	\$ 737.82	\$ 51,266.49	\$ 24,406.54	\$ 49,733.51
September	2020	\$ 51,266.49	\$ 867.83	\$ 128.17	\$ 739.66	\$ 50,526.83	\$ 24,534.70	\$ 50,473.17
October	2020	\$ 50,526.83	\$ 867.83	\$ 126.32	\$ 741.51	\$ 49,785.31	\$ 24,661.02	\$ 51,214.69
November	2020	\$ 49,785.31	\$ 867.83	\$ 124.46	\$ 743.37	\$ 49,041.95	\$ 24,785.48	\$ 51,958.05
December	2020	\$ 49,041.95	\$ 867.83	\$ 122.60	\$ 745.22	\$ 48,296.72	\$ 24,908.09	\$ 52,703.28
January	2021	\$ 48,296.72	\$ 867.83	\$ 120.74	\$ 747.09	\$ 47,549.64	\$ 25,028.83	\$ 53,450.36
February	2021	\$ 47,549.64	\$ 867.83	\$ 118.87	\$ 748.95	\$ 46,800.68	\$ 25,147.70	\$ 54,199.32
March	2021	\$ 46,800.68	\$ 867.83	\$ 117.00	\$ 750.83	\$ 46,049.86	\$ 25,264.70	\$ 54,950.14
April	2021	\$ 46,049.86	\$ 867.83	\$ 115.12	\$ 752.70	\$ 45,297.15	\$ 25,379.83	\$ 55,702.85
May	2021	\$ 45,297.15	\$ 867.83	\$ 113.24	\$ 754.59	\$ 44,542.57	\$ 25,493.07	\$ 56,457.43
June	2021	\$ 44,542.57	\$ 867.83	\$ 111.36	\$ 756.47	\$ 43,786.09	\$ 25,604.43	\$ 57,213.91
July	2021	\$ 43,786.09	\$ 867.83	\$ 109.47	\$ 758.36	\$ 43,027.73	\$ 25,713.89	\$ 57,972.27
August	2021	\$ 43,027.73	\$ 867.83	\$ 107.57	\$ 760.26	\$ 42,267.47	\$ 25,821.46	\$ 58,732.53
September	2021	\$ 42,267.47	\$ 867.83	\$ 105.67	\$ 762.16	\$ 41,505.31	\$ 25,927.13	\$ 59,494.69
October	2021	\$ 41,505.31	\$ 867.83	\$ 103.76	\$ 764.07	\$ 40,741.24	\$ 26,030.90	\$ 60,258.76
November	2021	\$ 40,741.24	\$ 867.83	\$ 101.85	\$ 765.98	\$ 39,975.27	\$ 26,132.75	\$ 61,024.73
December	2021	\$ 39,975.27	\$ 867.83	\$ 99.94	\$ 767.89	\$ 39,207.38	\$ 26,232.69	\$ 61,792.62
January	2022	\$ 39,207.38	\$ 867.83	\$ 98.02	\$ 769.81	\$ 38,437.57	\$ 26,330.70	\$ 62,562.43
February	2022	\$ 38,437.57	\$ 867.83	\$ 96.09	\$ 771.73	\$ 37,665.83	\$ 26,426.80	\$ 63,334.17
March	2022	\$ 37,665.83	\$ 867.83	\$ 94.16	\$ 773.66	\$ 36,892.17	\$ 26,520.96	\$ 64,107.83
April	2022	\$ 36,892.17	\$ 867.83	\$ 92.23	\$ 775.60	\$ 36,116.57	\$ 26,613.19	\$ 64,883.43
May	2022	\$ 36,116.57	\$ 867.83	\$ 90.29	\$ 777.54	\$ 35,339.03	\$ 26,703.49	\$ 65,660.97
June	2022	\$ 35,339.03	\$ 867.83	\$ 88.35	\$ 779.48	\$ 34,559.55	\$ 26,791.83	\$ 66,440.45
July	2022	\$ 34,559.55	\$ 867.83	\$ 86.40	\$ 781.43	\$ 33,778.12	\$ 26,878.23	\$ 67,221.88
August	2022	\$ 33,778.12	\$ 867.83	\$ 84.45	\$ 783.38	\$ 32,994.74	\$ 26,962.68	\$ 68,005.26
September	2022	\$ 32,994.74	\$ 867.83	\$ 82.49	\$ 785.34	\$ 32,209.39	\$ 27,045.16	\$ 68,790.61
October	2022	\$ 32,209.39	\$ 867.83	\$ 80.52	\$ 787.31	\$ 31,422.09	\$ 27,125.69	\$ 69,577.91
November	2022	\$ 31,422.09	\$ 867.83	\$ 78.56	\$ 789.27	\$ 30,632.82	\$ 27,204.24	\$ 70,367.18
December	2022	\$ 30,632.82	\$ 867.83	\$ 76.58	\$ 791.25	\$ 29,841.57	\$ 27,280.82	\$ 71,158.43
January	2023	\$ 29,841.57	\$ 867.83	\$ 74.60	\$ 793.22	\$ 29,048.34	\$ 27,355.43	\$ 71,951.66
February	2023	\$ 29,048.34	\$ 867.83	\$ 72.62	\$ 795.21	\$ 28,253.14	\$ 27,428.05	\$ 72,746.86
March	2023	\$ 28,253.14	\$ 867.83	\$ 70.63	\$ 797.20	\$ 27,455.94	\$ 27,498.68	\$ 73,544.06
April	2023	\$ 27,455.94	\$ 867.83	\$ 68.64	\$ 799.19	\$ 26,656.75	\$ 27,567.32	\$ 74,343.25
May	2023	\$ 26,656.75	\$ 867.83	\$ 66.64	\$ 801.19	\$ 25,855.56	\$ 27,633.96	\$ 75,144.44
June	2023	\$ 25,855.56	\$ 867.83	\$ 64.64	\$ 803.19	\$ 25,052.37	\$ 27,698.60	\$ 75,947.63

Month	Year	Beginning Principal	Total Payment	Interest Payment	Principal Payment	Ending Principal	Total Interest Paid	Total Principal Paid
July	2023	\$ 25,052.37	\$ 867.83	\$ 62.63	\$ 805.20	\$ 24,247.18	\$ 27,761.23	\$ 76,752.82
August	2023	\$ 24,247.18	\$ 867.83	\$ 60.62	\$ 807.21	\$ 23,439.96	\$ 27,821.85	\$ 77,560.04
September	2023	\$ 23,439.96	\$ 867.83	\$ 58.60	\$ 809.23	\$ 22,630.74	\$ 27,880.45	\$ 78,369.26
October	2023	\$ 22,630.74	\$ 867.83	\$ 56.58	\$ 811.25	\$ 21,819.48	\$ 27,937.03	\$ 79,180.52
November	2023	\$ 21,819.48	\$ 867.83	\$ 54.55	\$ 813.28	\$ 21,006.20	\$ 27,991.58	\$ 79,993.80
December	2023	\$ 21,006.20	\$ 867.83	\$ 52.52	\$ 815.31	\$ 20,190.89	\$ 28,044.09	\$ 80,809.11
January	2024	\$ 20,190.89	\$ 867.83	\$ 50.48	\$ 817.35	\$ 19,373.54	\$ 28,094.57	\$ 81,626.46
February	2024	\$ 19,373.54	\$ 867.83	\$ 48.43	\$ 819.40	\$ 18,554.14	\$ 28,143.00	\$ 82,445.86
March	2024	\$ 18,554.14	\$ 867.83	\$ 46.39	\$ 821.44	\$ 17,732.70	\$ 28,189.39	\$ 83,267.30
April	2024	\$ 17,732.70	\$ 867.83	\$ 44.33	\$ 823.50	\$ 16,909.20	\$ 28,233.72	\$ 84,090.80
May	2024	\$ 16,909.20	\$ 867.83	\$ 42.27	\$ 825.56	\$ 16,083.65	\$ 28,275.99	\$ 84,916.35
June	2024	\$ 16,083.65	\$ 867.83	\$ 40.21	\$ 827.62	\$ 15,256.03	\$ 28,316.20	\$ 85,743.97
July	2024	\$ 15,256.03	\$ 867.83	\$ 38.14	\$ 829.69	\$ 14,426.34	\$ 28,354.34	\$ 86,573.66
August	2024	\$ 14,426.34	\$ 867.83	\$ 36.07	\$ 831.76	\$ 13,594.57	\$ 28,390.41	\$ 87,405.43
September	2024	\$ 13,594.57	\$ 867.83	\$ 33.99	\$ 833.84	\$ 12,760.73	\$ 28,424.40	\$ 88,239.27
October	2024	\$ 12,760.73	\$ 867.83	\$ 31.90	\$ 835.93	\$ 11,924.80	\$ 28,456.30	\$ 89,075.20
November	2024	\$ 11,924.80	\$ 867.83	\$ 29.81	\$ 838.02	\$ 11,086.79	\$ 28,486.11	\$ 89,913.21
December	2024	\$ 11,086.79	\$ 867.83	\$ 27.72	\$ 840.11	\$ 10,246.68	\$ 28,513.83	\$ 90,753.32
January	2025	\$ 10,246.68	\$ 867.83	\$ 25.62	\$ 842.21	\$ 9,404.46	\$ 28,539.44	\$ 91,595.54
February	2025	\$ 9,404.46	\$ 867.83	\$ 23.51	\$ 844.32	\$ 8,560.15	\$ 28,562.95	\$ 92,439.85
March	2025	\$ 8,560.15	\$ 867.83	\$ 21.40	\$ 846.43	\$ 7,713.72	\$ 28,584.35	\$ 93,286.28
April	2025	\$ 7,713.72	\$ 867.83	\$ 19.28	\$ 848.54	\$ 6,865.17	\$ 28,603.64	\$ 94,134.83
May	2025	\$ 6,865.17	\$ 867.83	\$ 17.16	\$ 850.67	\$ 6,014.51	\$ 28,620.80	\$ 94,985.49
June	2025	\$ 6,014.51	\$ 867.83	\$ 15.04	\$ 852.79	\$ 5,161.71	\$ 28,635.84	\$ 95,838.29
July	2025	\$ 5,161.71	\$ 867.83	\$ 12.90	\$ 854.92	\$ 4,306.79	\$ 28,648.74	\$ 96,693.21
August	2025	\$ 4,306.79	\$ 867.83	\$ 10.77	\$ 857.06	\$ 3,449.73	\$ 28,659.51	\$ 97,550.27
September	2025	\$ 3,449.73	\$ 867.83	\$ 8.62	\$ 859.20	\$ 2,590.52	\$ 28,668.13	\$ 98,409.48
October	2025	\$ 2,590.52	\$ 867.83	\$ 6.48	\$ 861.35	\$ 1,729.17	\$ 28,674.61	\$ 99,270.83
November	2025	\$ 1,729.17	\$ 867.83	\$ 4.32	\$ 863.51	\$ 865.66	\$ 28,678.93	\$ 100,134.34
December	2025	\$ 865.66	\$ 867.83	\$ 2.16	\$ 865.66	\$ 0.00	\$ 28,681.10	\$ 101,000.00

Public Safety CFD compared to the “Mello Roos” CFD 1-90  
and  
Maintenance Districts

**The Mello Roos Community Facilities District (CFD 1-90)**

This tool provided a special tax levy within a defined geographic area. It was a way for developers to fund infrastructure costs. It was created in July, 1990. Bonds were issued and repayment was to be made by those who owned the land. Tax payers in the CFD 1-90 area paid enough special taxes to pay the bond debt service which was paid in full August, 2015. The final time a property owner was charged a CFD 1-90 assessment was in the tax bill due April 2015.

**Community Facilities District 2004-1 (PUBLIC SAFETY SERVICES)**

A resolution of the City Council of the City of Atwater ordering the formation of **Community Facilities District 2004-1 (PUBLIC SAFETY SERVICES)** was adopted September 13, 2004. **According to Resolution No. 1938-04**, the services to be funded include; Police, Fire and related paramedical services (the “services”) of the City of Atwater required to sustain the public safety delivery capability for emergency and non-emergency services to new growth areas of the City of Atwater, including related facilities, equipment, vehicles, fire apparatus, services, supplies, personnel and related administration. This is a Special Tax applicable to each Assessor’s Parcel in Community Facilities District No. 2004-1 (Public Safety Services) and is levied and collected according to the tax liability determined through the application of the appropriate special tax rate. All Developed property in the CFD No. 2004-1 shall be taxed including those with property subsequently annexed to the CFD. A nexus study was done to create the special assessment. The nexus focused on the loss of property taxes that the City would have received for the annexed properties that were instead being redirected to Merced County pursuant to the City and County’s Tax Sharing Agreement. The CFD was intended to make-up the difference so that the City could provide the necessary public safety services. This special tax can increase up to 4% annually, the maximum. The assessment is on the tax roll and collected by the County – shows up on two bills. There was no increase in the last two fiscal years.

**Maintenance Districts**

The City has many Lighting and Drainage (LD) as well as Landscape Maintenance Districts (LMD). Each district is formed when the subdivision is being organized. A district requires an engineer’s report which describes the facilities, the costs to maintain as well as replace, electrical as well as water rates, and other information which is necessary to create a per lot fee to be assessed on the tax roll. In some cases the engineer’s reports provide for annual increases based on a specific amount or a consumer price index (CPI) they can also establish a maximum rate. In some cases the district may also include a reserve account for future capital needs or replacement. Each year the City Council receives a preliminary engineer’s report outlining proposed changes and assessments for each district. Several hearings are held and a final consolidated report is prepared. This report is sent to the County so that the assessments can be placed on the tax roll. From time to time no increase or in some case no assessment at all is charged – reserves can be drawn down. That does not mean that the assessment may not show up in a future year.

# City of Atwater

## CFD Assessments FY 16/17

### Summary Page

<b>Tax Code</b>	<b>NAME</b>	<b># of Parcels</b>	<b>Amount</b>
50450	Mello Ranch CFD	258	197,628.00
50460	America West CFD	109	83,494.00
50201	Jacobs Tract CFD	20	15,320.00
50125	Atwater South CFD	147	112,602.00
50130	Meadow View Estates CFD	51	39,066.00
	<b>TOTALS</b>	<b>585</b>	<b>448,110.00</b>

CITY OF ATWATER  
MAYOR AND CITY COUNCIL MEMBERS  
AGENDA ITEM REQUEST FORM

Request by: Brian Raymond and James Vineyard

Request for City Council meeting of City Council meeting of October 10

Item requested will be for: Informational/Discussion only  Discussion/Action

Title of agenda item: Resolution opposing Prop 57

Brief description/summary of the agenda item (as you would like it to appear on the agenda):

Consider adopting a resolution opposing Prop 57 on the November ballot

Are supporting documents or exhibits attached? Yes  No

STAFF USE ONLY

Fiscal Impact: Prior City Council Action: Yes  No

Consent item: Yes  No  Review complete. Item  approved  not approved:

City Manager: Date:

-----TRACKING-----

Date Received by Clerk: 10/5/16 Date reviewed at Staff Meeting:

Department/s Assigned: Date item routed

Comments:

Item set for: Action 10/10/16 Action Taken:

Work Session (discussion) Status Update

On **proposed** Agenda Date: 10/10/16

Contact person notified of action or meeting date: By:



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**RESOLUTION NO. 2927-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ATWATER OPPOSING PROPOSITION 57**

**WHEREAS**, over the previous five years, the State of California has seen an unprecedented release of criminals from the state prison system, due to a number of release programs such as Realignment, Proposition 36, Proposition 47, and so-called Non-Violent Second Strike Release; and

**WHEREAS**, prison inmates are already being given increased opportunity to earn credits for good behavior and educational achievements in excess of those authorized by the California Legislature; and

**WHEREAS**, crime in California has shown a dramatic increase from 2014 to 2015; and

**WHEREAS**, Proposition 57 has multiple ambiguous terms that are not identified by the Initiative, such as just what constitutes a “non-violent felony” or what would constitute “parole consideration,” that will lead to extensive appellate litigation; and

**WHEREAS**, Proposition 57 would violate long-standing California law that the purpose of imprisonment is punishment and that this purpose is best served by “terms proportionate to the seriousness of the offense with provision for uniformity in the sentences of offenders committing the same offense under similar circumstances”; and

**WHEREAS**, Proposition 57 would conflict with many other initiatives passed by the voters of California, such as the Victims’ Bill of Rights, Marsy’s Law, the Gang Violence and Juvenile Crime Prevention Act, the Three Strikes Law, as well as the recent Californians Against Sexual Exploitation Act.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Atwater City Council opposes Proposition 57, the so-called Public Safety & Rehabilitation Act of 2016, and urges voters to vote no on this ill-conceived attempt to accelerate the release of state prison inmates.

The foregoing resolution is hereby adopted this 10<sup>th</sup> day of October, 2016.

**AYES:  
NOES:  
ABSENT:**

**APPROVED:**

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**JAMES E. PRICE, MAYOR**

**ATTEST:**

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**JEANNA DEL REAL, CMC  
CITY CLERK**