

CITY OF ATWATER

CITY COUNCIL AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

October 24, 2016

CALL TO ORDER:

5:00 PM

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL:

Bergman____, **Raymond** ____, **Rivero**____, **Vineyard** ____, **Price**____

CLOSED SESSION:

Adjourn to Conference Room A

- a. **Conference with Legal Counsel – Anticipated Litigation – Government Code Section 54956.9(b): Number of cases (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 McClellan

ROLL CALL:

Bergman____, **Raymond** ____, **Rivero**____, **Vineyard** ____, **Price**____



MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

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

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

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

CEREMONIAL MATTERS:

Certificates:

- **Jeff Rivero, Yosemite High School Teacher**

Staff's Recommendation: That Mayor Price make the presentation to Jeff Rivero for earning the national 2016 Presidential Innovation Award for Educators.

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 24, 2016**

Staff's Recommendation: Approval of warrants as listed.

ORDINANCES (WAIVING SECOND READING AND ADOPTION):

2. **Waiving the second reading and adopting Ordinance No. CS 976 amending Chapter 8.50, "Camping and Storage of Personal Property," of the Atwater Municipal Code** (City Attorney Terpstra)

Staff's Recommendation: Waives the second reading and adopts Ordinance No. CS 976 amending Chapter 8.50, "Camping and Storage of Personal Property," of the Atwater Municipal Code.

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

3. **Claim No. 2016-13**

Staff's Recommendation: After consideration and investigation, it is staff's recommendation that Claim No. 2016-13 be rejected.

PETITIONS AND COMMUNICATIONS:

4. **Valley Christian Chapel**

Staff's Recommendation: Approval of request from Valley Christian Chapel for assistance with their annual Harvest Festival on October 31, 2016; to block off 3rd Street between Broadway Avenue and Cedar Avenue from 5:30 PM to 9:00 PM.

FUNDING AND BUDGET MATTERS:

5. **Treasurer's Report for the month of September, 2016** (City Treasurer Heller)

Staff's Recommendation: Motion to approve the Treasurer's Report for the month of September, 2016; or

Motion to approve staff's recommendation as presented.

CITY ATTORNEY REPORTS/UPDATES:

6. **Verbal report regarding possible transition of City Council elections from current "at large" system to "district elections"**

PUBLIC HEARING:

7. **Waiving the second reading and adopting Ordinance No. CS 978 repealing and re-enacting Title 15, "Buildings and Construction," of the Atwater Municipal Code** (Chief Building Official Pereida)

Staff's Recommendation: Open the public hearing and receive any testimony given regarding Ordinance No. CS 978; and

Motion to waive the second reading and adopt Ordinance No. CS 978 repealing and re-enacting Title 15, "Buildings and Construction," of the Atwater Municipal Code; or

Motion to approve staff's recommendation as presented.

RECONSIDERATION OF AGENDA ITEM:

- 8. Reconsideration of agenda item from the October 10, 2016 City Council meeting (Mayor Price)** (Reconsideration of an agenda item requires a two-thirds vote of the members of the City Council present at the meeting.)

Staff's Recommendation: Motion to reconsider agenda item from the October 10, 2016 City Council meeting, "Authorizing transfer of property located at Manuel Bairos Park to the Atwater Elementary School District."

REPORTS AND PRESENTATIONS FROM STAFF:

- 9. Authorizing Purchase and Sale Agreement for transfer of property located at Manuel Bairos Park to the Atwater Elementary School District** (Community Development Director McBride)

Staff's Recommendation: Motion to authorize Purchase and Sale Agreement, in a form approved by the City Attorney, for transfer of a portion of Manuel Bairos Park to the Atwater Elementary School District for the expansion of Peggy Heller School; or

Motion to approve staff's recommendation as presented.

- 10. Verbal discussion and possible action regarding the Vacant Building and Underutilized Sites Sales Tax Rebate Program** (Community Development Director McBride)

Staff's Recommendation: That the City Council, by motion, provide staff with direction regarding the Vacant Building and Underutilized Sites Sales Tax Rebate Program.

CITY COUNCIL MATTERS:

- 11. Verbal discussion and possible action regarding the City of Atwater Development Fee Reduction Program** (City Council Member Raymond)

Staff's Recommendation: That the City Council, by motion, provide staff with direction regarding the City of Atwater Development Fee Reduction Program.

12. City Council comments and requests for future agenda items

CLOSED SESSION:

Continuation of Closed Session if necessary

ADJOURNMENT:

CERTIFICATION:

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



JEANNA DEL REAL, CMC
CITY CLERK

SB 343 NOTICE

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

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



In compliance with the Federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission, or Committee meeting due to a disability, please contact the City Clerk's Office 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.

~ 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 City Hall closed	8
9	10 City Council Meeting - 6:00 PM	11	12	13	14 City Hall closed	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 City Hall closed	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 City Hall closed	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 24, 2016 COUNCIL MEETING

TOTAL OF WARRANTS (FROM WARRANT REPORT)				\$ 2,536,690.60
ADDITIONAL WARRANTS (THESE AMOUNTS ARE NOT INCLUDED IN TOTAL WARRANTS)				

DATE	DESCRIPTION	AMOUNT
10/17/2016	Prewrittens included in this current warrant run.	(\$2,484.83)
10/4/2016	PERS Health - OCTOBER 2016	\$102,475.81
10/5/2016	PERS Retirement EFT 9/21/16 - 10/5/16	\$43,106.35
9/1/2016	Dental Claims/Admin.-SEPTEMBER 2016	\$ 11,293.94

TOTAL ADDITIONAL WARRANTS \$154,391.27

GRAND TOTAL OF WARRANTS PAID ----- \$2,691,081.87

INFORMATIONAL ONLY (INCLUDED IN THE TOTAL WARRANTS TOTAL)

DATE	DESCRIPTION	AMOUNT
10/1/2016	Net Payroll	\$153,145.62
10/1/2016	Federal Taxes	\$51,731.20
10/1/2016	State Taxes	\$7,254.86
10/1/2016	Payroll Deductions	\$2,484.83

\$212,131.68 Total Payroll

TOTAL INFORMATIONAL WARRANTS \$214,616.51


 CITY TREASURER

Accounts Payable

Checks for Approval

User: jdaniel
 Printed: 10/18/2016 - 5:42 PM

Prewrittens



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

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68879	10/17/2016	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		784.44
					Check Total:	784.44
68880	10/17/2016	General Fund	Garnishments	FRANCHISE TAX BOARD		264.41
68880	10/17/2016	General Fund	Garnishments	FRANCHISE TAX BOARD		50.00
					Check Total:	314.41
68881	10/17/2016	General Fund	Pre-Paid Legal	PRE-PAID LEGAL SERVICES		28.91
					Check Total:	28.91
68882	10/17/2016	General Fund	Garnishments	STATE DISBURSEMENT UNIT		1,307.07
					Check Total:	1,307.07
68883	10/17/2016	General Fund	Deferred Compensation	VANTAGEPOINT TRANSFER AGT-457		50.00
					Check Total:	50.00
					Report Total:	2,484.83

Accounts Payable

Checks for Approval

User: jdaniel
 Printed: 10/18/2016 - 5:46 PM



City of
Atwater
 Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/24/2016	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		431,421.89
0	10/24/2016	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		1,284,511.58
0	10/24/2016	Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		269,050.02
Check Total:						1,984,983.49
68884 ✓	10/24/2016	General Fund	Community Center	GEORGE ALCARAZ		300.00
Check Total:						300.00
68885 ✓	10/24/2016	General Fund	Professional Services	ALLWAYS TOWING, L.L.C.		100.00
68885	10/24/2016	General Fund	Professional Services	ALLWAYS TOWING, L.L.C.		100.00
Check Total:						200.00
68886 ✓	10/24/2016	General Fund	Professional Services	ANIMAL MEDICAL CENTER		427.43
68886	10/24/2016	General Fund	Professional Services	ANIMAL MEDICAL CENTER		133.44
Check Total:						560.87
68887 ✓	10/24/2016	General Fund	Special Departmental Expense	APPLIED CONCEPTS, INC.		448.93
Check Total:						448.93
68888 ✓	10/24/2016	Gas Tax/Street Improvement	Special Departmental Expense	ASSOCIATES LOCK		181.08
Check Total:						181.08
68889 ✓	10/24/2016	General Fund	Communications	AT and T		456.37
68889	10/24/2016	Northwood Village LD	Communications	AT and T		111.66
68889	10/24/2016	Meadow View LD	Communications	AT and T		110.72
68889	10/24/2016	Water Enterprise Fund	Communications	AT and T		1,228.70
68889	10/24/2016	Sewer Enterprise Fund	Communications	AT and T		1,272.82
68889	10/24/2016	Internal Service Fund	Communications	AT and T		2,333.30
68889	10/24/2016	General Fund	Communications	AT and T		178.08
68889	10/24/2016	General Fund	Communications	AT and T		245.68
Check Total:						5,937.33

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68890	10/24/2016	Gas Tax/Street Improvement	Professional Services	ATWATER ELECTRIC		375.00
68890	10/24/2016	General Fund	Professional Services	ATWATER ELECTRIC		200.00
Check Total:						575.00
68891	10/24/2016	Sewer Enterprise Fund	Special Departmental Expense	ATWATER IRRIGATION INC.		1.83
68891	10/24/2016	Water Enterprise Fund	Special Departmental Expense	ATWATER IRRIGATION INC.		3.11
68891	10/24/2016	Water Enterprise Fund	Special Departmental Expense	ATWATER IRRIGATION INC.		15.82
68891	10/24/2016	Water Enterprise Fund	Special Departmental Expense	ATWATER IRRIGATION INC.		32.79
68891	10/24/2016	Gas Tax/Street Improvement	Special Departmental Expense	ATWATER IRRIGATION INC.		25.06
Check Total:						78.61
68892	10/24/2016	Internal Service Fund	Professional Services	ATWATER PRO GLASS		131.87
68892	10/24/2016	Internal Service Fund	Professional Services	ATWATER PRO GLASS		254.54
Check Total:						386.41
68893	10/24/2016	Internal Service Fund	Small Tools	AUTOZONE STORE #5506		97.19
68893	10/24/2016	Internal Service Fund	Operations & Maintenance	AUTOZONE STORE #5506		58.86
Check Total:						156.05
68894	10/24/2016	Water Enterprise Fund	Special Departmental Expense	BACKFLOW APPARATUS & VALVE CO.		34.07
Check Total:						34.07
68895	10/24/2016	Water Enterprise Fund	Special Departmental Expense	BC LABORATORIES INC.		256.00
68895	10/24/2016	Water Enterprise Fund	Special Departmental Expense	BC LABORATORIES INC.		16.00
Check Total:						272.00
68896	10/24/2016	Internal Service Fund	Operations & Maintenance	BELCORP AG		223.14
68896	10/24/2016	Internal Service Fund	Operations & Maintenance	BELCORP AG		152.16
Check Total:						375.30
68897	10/24/2016	General Fund	Office Supplies	BEST IMPRESSION PRINTING		349.43
68897	10/24/2016	General Fund	Printing & Advertising	BEST IMPRESSION PRINTING		66.85
Check Total:						416.28
68898	10/24/2016	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		75.83
Check Total:						75.83
68899	10/24/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	BOOT BARN		199.79
Check Total:						199.79
68900	10/24/2016	General Fund	Training	DAVID BRUM		496.68

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	496.68
68901 /	10/24/2016	Internal Service Fund	Operations & Maintenance	CALIFORNIA INDUSTRIAL		82.19
					Check Total:	82.19
68902 /	10/24/2016	Water Enterprise Fund	Special Departmental Expense	CHEM QUIP, INC.		834.16
					Check Total:	834.16
68903 /	10/24/2016	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		83.92
					Check Total:	83.92
68904 /	10/24/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		880.00
68904	10/24/2016	Internal Service Fund	Special Departmental Expense	COLEMAN HEATING & A/C		1,716.74
68904	10/24/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		648.67
68904	10/24/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		218.50
68904	10/24/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		176.00
68904	10/24/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		115.00
68904	10/24/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		165.00
68904	10/24/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		78.00
68904	10/24/2016	Internal Service Fund	Professional Services	COLEMAN HEATING & A/C		78.00
					Check Total:	4,075.91
68905 /	10/24/2016	Internal Service Fund	Communications	COMCAST CABLE		117.66
					Check Total:	117.66
68906 /	10/24/2016	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		471.04
					Check Total:	471.04
68907 /	10/24/2016	General Fund	Professional Services	CREDIT BUREAU ASSOCIATES		24.00
					Check Total:	24.00
68908 /	10/24/2016	General Fund	Uniform & Clothing Expense	CRESCENT WORK & OUTDOOR #1		52.91
					Check Total:	52.91
68909 /	10/24/2016	General Fund	Inspection Fees	CSG CONSULTANTS, INC.		12,907.50
68909	10/24/2016	General Fund	Plan Check Fees	CSG CONSULTANTS, INC.		4,022.93
68909	10/24/2016	General Fund	Plan Check Fees	CSG CONSULTANTS, INC.		630.00
					Check Total:	17,560.43
68910 /	10/24/2016	General Fund Capital	CalFire GGRF UrbanForestMgtPln	THE DAVEY TREE EXPERT COMPANY		12,600.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	12,600.00
68911 ✓	10/24/2016	General Fund	Mens Fall Slo-Pitch Ball	TODD A. DAVIS		75.00
68911	10/24/2016	General Fund	Adult Co-Ed Softball	TODD A. DAVIS		75.00
					Check Total:	150.00
68912 ✓	10/24/2016	General Fund	Professional Services	DEPT. OF JUSTICE		260.00
68912	10/24/2016	General Fund	Special Departmental Expense	DEPT. OF JUSTICE		64.00
					Check Total:	324.00
68913 ✓	10/24/2016	General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		440.00
68913	10/24/2016	General Fund	SB 1186 Fees-Business License	DIVISION OF THE STATE ARCHITECT		-308.00
					Check Total:	132.00
68914 ✓	10/24/2016	Gas Tax/Street Improvement	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		591.25
68914	10/24/2016	General Fund	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		2,768.45
68914	10/24/2016	Price Annexation LMA	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		232.75
68914	10/24/2016	Meadow View LNDSCP	Professional Services	ENVIRONMENTAL COMPLIANCE RESOURCES		62.55
					Check Total:	3,655.00
68915 ✓	10/24/2016	General Fund	Maint. Buildings & Grounds	EWING IRRIGATION		573.00
					Check Total:	573.00
68916 ✓	10/24/2016	Internal Service Fund	Special Departmental Expense	FASTENAL COMPANY		23.62
68916	10/24/2016	Sewer Enterprise Fund	Small Tools	FASTENAL COMPANY		11.65
68916	10/24/2016	Internal Service Fund	Special Departmental Expense	FASTENAL COMPANY		40.35
68916	10/24/2016	Water Enterprise Fund	Uniform & Clothing Expense	FASTENAL COMPANY		41.83
68916	10/24/2016	Internal Service Fund	Operations & Maintenance	FASTENAL COMPANY		6.83
					Check Total:	124.28
68917 ✓	10/24/2016	Water Enterprise Fund	Accounts Payable	BRITNI FLORES		49.62
					Check Total:	49.62
68918 ✓	10/24/2016	General Fund	Training	FRESNO POLICE ACADEMY		35.00
					Check Total:	35.00
68919 ✓	10/24/2016	General Fund	Community Center	MAYRA GARIBAY		500.00
68919	10/24/2016	General Fund	Community Center Rental	MAYRA GARIBAY		-426.00
					Check Total:	74.00
68920 ✓	10/24/2016	Water Enterprise Fund	Accounts Payable	MYREIRA GARIBAY		13.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68921	10/24/2016	General Fund	Professional Services	GUNRUNNER GUN SHOP		13.38
					Check Total:	788.25
68922	10/24/2016	General Fund	Special Departmental Expense	HORIZON		93.53
					Check Total:	788.25
68923	10/24/2016	Internal Service Fund	Professional Services	INTERSTATE TRUCK CENTER		1,075.00
68923	10/24/2016	Internal Service Fund	Operations & Maintenance	INTERSTATE TRUCK CENTER		541.83
					Check Total:	93.53
68924	10/24/2016	Risk Management Fund	Professional Services	JACKSON LEWIS P.C.		1,616.83
					Check Total:	3,193.79
68925	10/24/2016	Internal Service Fund	Special Departmental Expense	KELLOGG'S SUPPLY		1.18
					Check Total:	3,193.79
68926	10/24/2016	Water Enterprise Fund	Accounts Payable	TRAVIS KIRK		93.99
68926	10/24/2016	Sewer Enterprise Fund	Accounts Payable	TRAVIS KIRK		4.80
68926	10/24/2016	Sanitation Enterprise	Accounts Payable	TRAVIS KIRK		1.54
68926	10/24/2016	Sanitation Enterprise	Accounts Payable	TRAVIS KIRK		0.48
					Check Total:	100.81
68927	10/24/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		59.38
68927	10/24/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		11.43
68927	10/24/2016	Internal Service Fund	Operations & Maintenance	LATTA'S AUTO SUPPLY		7.01
					Check Total:	77.82
68928	10/24/2016	Water Enterprise Fund	Accounts Payable	ANDREA MARTIN		128.65
68928	10/24/2016	Sewer Enterprise Fund	Accounts Payable	ANDREA MARTIN		12.00
68928	10/24/2016	Sanitation Enterprise	Accounts Payable	ANDREA MARTIN		3.85
68928	10/24/2016	Sanitation Enterprise	Accounts Payable	ANDREA MARTIN		1.20
					Check Total:	145.70
68929	10/24/2016	General Fund	Community Center	SURJIT MEHTON		200.00
68929	10/24/2016	General Fund	Community Center	SURJIT MEHTON		200.00
68929	10/24/2016	General Fund	Community Center Rental	SURJIT MEHTON		62.00
					Check Total:	462.00
68930	10/24/2016	Sewer Enterprise Fund	Miscellaneous	MERCED CO. TAX COLLECTOR		113.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68930	10/24/2016	Fire Facility Impact Fee	Miscellaneous	MERCED CO. TAX COLLECTOR		108.42
				Check Total:		221.46
68931	10/24/2016	General Fund	Utilities	MERCED IRRIGATION DISTRICT		1,105.59
68931	10/24/2016	Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		398.80
68931	10/24/2016	Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		151.12
68931	10/24/2016	Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		18.32
68931	10/24/2016	Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		287.16
68931	10/24/2016	Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		47.14
68931	10/24/2016	Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		50.12
68931	10/24/2016	Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		4.17
68931	10/24/2016	Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		50.12
68931	10/24/2016	Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		182.04
68931	10/24/2016	Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		15.70
68931	10/24/2016	America West LD	Utilities	MERCED IRRIGATION DISTRICT		111.42
68931	10/24/2016	Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		245.75
68931	10/24/2016	Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		15.70
68931	10/24/2016	Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		306.92
68931	10/24/2016	Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		468.00
68931	10/24/2016	Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		259.91
68931	10/24/2016	Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		146.74
68931	10/24/2016	Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		255.43
68931	10/24/2016	Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		15.70
68931	10/24/2016	Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		9.32
68931	10/24/2016	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		249.69
68931	10/24/2016	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		4,705.71
				Check Total:		9,100.57
68932	10/24/2016	General Fund	Special Departmental Expense	MERCED MEDICAL SUPPLY		24.00
				Check Total:		24.00
68933	10/24/2016	General Fund	Printing & Advertising	MERCED SUN STAR-LEGALS		218.80
				Check Total:		218.80
68934	10/24/2016	General Fund	Special Departmental Expense	MERCED TINT		360.00
				Check Total:		360.00
68935	10/24/2016	Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		1,871.80
68935	10/24/2016	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		1,835.00
				Check Total:		3,706.80
68936	10/24/2016	General Fund	Uniform & Clothing Expense	MERCED UNIFORM		44.17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	44.17
68937	10/24/2016	General Fund	Professional Services	ED MOLES, PH.D.		800.00
					Check Total:	800.00
68938	10/24/2016	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		46.18
68938	10/24/2016	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		249.05
					Check Total:	295.23
68939	10/24/2016	General Fund	Professional Services	MUNISERVICES LLC		960.00
					Check Total:	960.00
68940	10/24/2016	General Fund	Office Supplies	NEOFUNDS BY NEOPOST		2,000.00
					Check Total:	2,000.00
68941	10/24/2016	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		11.87
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		8.63
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		5.07
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		5.07
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		7.69
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		6.47
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		121.83
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		266.13
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		147.03
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		36.96
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-119.20
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		23.48
68941	10/24/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		55.04
68941	10/24/2016	Internal Service Fund	Training	O'REILLY AUTO PARTS		189.90
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		27.60
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		9.71
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		38.84
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		50.78
68941	10/24/2016	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		3.23
68941	10/24/2016	Internal Service Fund	Uniform & Clothing Expense	O'REILLY AUTO PARTS		31.30
68941	10/24/2016	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		5.39
					Check Total:	932.82
68942	10/24/2016	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		20.98
68942	10/24/2016	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		49,466.18
68942	10/24/2016	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		2,938.21
68942	10/24/2016	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,744.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68942	10/24/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		489.47
68942	10/24/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,595.48
68942	10/24/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		20.90
68942	10/24/2016	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		40,545.54
68942	10/24/2016	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		13,782.04
68942	10/24/2016	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		151.23
68942	10/24/2016	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		2,128.49
68942	10/24/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		114.62
68942	10/24/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		200.05
68942	10/24/2016	General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,680.32
68942	10/24/2016	Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		390.16
68942	10/24/2016	Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		312.24
68942	10/24/2016	Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		85.83
68942	10/24/2016	Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		44.04
68942	10/24/2016	Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		150.68
68942	10/24/2016	Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		44.04
68942	10/24/2016	Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		101.37
68942	10/24/2016	Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		514.86
68942	10/24/2016	Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,594.51
68942	10/24/2016	Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		79.26
68942	10/24/2016	Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		74.55
68942	10/24/2016	Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		27.47
68942	10/24/2016	Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		130.05
68942	10/24/2016	Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		29.86
68943	10/24/2016	General Fund	Communications	PACIFIC TELEMANAGEMENT	Check Total:	118,457.41
68944	10/24/2016	Water Enterprise Fund	Accounts Payable	YAZIL PEREZ	Check Total:	78.00
68944	10/24/2016	Sewer Enterprise Fund	Accounts Payable	YAZIL PEREZ		91.91
68944	10/24/2016	Sanitation Enterprise	Accounts Payable	YAZIL PEREZ		23.98
68944	10/24/2016	Sanitation Enterprise	Accounts Payable	YAZIL PEREZ		7.70
68945	10/24/2016	Internal Service Fund	Special Departmental Expense	PRESTON'S LOCK & KEY	Check Total:	125.99
68945	10/24/2016	Internal Service Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		6.48
68946	10/24/2016	General Fund	Professional Services	PRIME SHINE, INC	Check Total:	19.98
						Check Total: 364.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68947	10/24/2016	Water Fund Capital Replacemet	Well #20 Rehab	QUAD KNOPF		159.20
					Check Total:	159.20
68948	10/24/2016	General Fund	Castle Park	MARIA QUEZADA-OCAMPO		170.00
					Check Total:	170.00
68949	10/24/2016	Information Technology Fund	Special Departmental Expense	QUICKPCSSUPPORT		43.18
68949	10/24/2016	Water Enterprise Fund	Professional Services	QUICKPCSSUPPORT		220.00
68949	10/24/2016	Information Technology Fund	Professional Services	QUICKPCSSUPPORT		5,505.00
68949	10/24/2016	Information Technology Fund	Special Departmental Expense	QUICKPCSSUPPORT		585.00
					Check Total:	6,353.18
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		365.93
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		545.94
68950	10/24/2016	Water Enterprise Fund	Rents & Leases	RAY MORGAN COMPANY		135.75
68950	10/24/2016	Sewer Enterprise Fund	Rents & Leases	RAY MORGAN COMPANY		135.74
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		365.93
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		185.91
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		336.41
68950	10/24/2016	General Fund	Rents & Leases	RAY MORGAN COMPANY		14.86
68950	10/24/2016	General Fund	Operations & Maintenance	RAY MORGAN COMPANY		425.21
68950	10/24/2016	General Fund	Operations & Maintenance	RAY MORGAN COMPANY		223.29
68950	10/24/2016	General Fund	Operations & Maintenance	RAY MORGAN COMPANY		110.76
68950	10/24/2016	General Fund	Operations & Maintenance	RAY MORGAN COMPANY		542.48
68950	10/24/2016	General Fund	Operations & Maintenance	RAY MORGAN COMPANY		411.70
68950	10/24/2016	Water Enterprise Fund	Operations & Maintenance	RAY MORGAN COMPANY		232.45
68950	10/24/2016	General Fund	Operations & Maintenance	RAY MORGAN COMPANY		85.69
68950	10/24/2016	General Fund	Operations & Maintenance	RAY MORGAN COMPANY		746.19
68950	10/24/2016	General Fund	Operations & Maintenance	RAY MORGAN COMPANY		531.17
					Check Total:	5,439.99
68951	10/24/2016	RDVLPMENT Obligation Retirement	Professional Services	ROSENOW SPEVACEK GROUP INC.		3,042.50
					Check Total:	3,042.50
68952	10/24/2016	Water Enterprise Fund	Accounts Payable	ERICKA ROUSE		24.52
					Check Total:	24.52
68953	10/24/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	SAFE-T-LITE		40.71
68953	10/24/2016	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		50.97

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68953	10/24/2016	Internal Service Fund	Uniform & Clothing Expense	SAFE-T-LITE		28.06
Check Total:						119.74
68954	10/24/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		25.00
68954	10/24/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		38.00
68954	10/24/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		25.00
68954	10/24/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		31.00
68954	10/24/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		33.00
68954	10/24/2016	Internal Service Fund	Professional Services	SAN JOAQUIN PEST CONTROL		18.00
Check Total:						170.00
68955	10/24/2016	Sewer Enterprise Fund	Special Departmental Expense	SAN JOAQUIN VALLEY AIR		129.00
Check Total:						129.00
68956	10/24/2016	General Fund	Professional Services	SANTA FE PET		34.40
Check Total:						34.40
68957	10/24/2016	Water Enterprise Fund	Professional Services	SHANNON PUMP CO.		165.69
Check Total:						165.69
68958	10/24/2016	Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		9,366.12
Check Total:						9,366.12
68959	10/24/2016	General Fund	Professional Services	SIERRA GATEWAY VETERINARY CLINIC		280.00
68959	10/24/2016	General Fund	Professional Services	SIERRA GATEWAY VETERINARY CLINIC		265.00
Check Total:						545.00
68960	10/24/2016	Water Enterprise Fund	Accounts Payable	PAT STANTON		10.00
68960	10/24/2016	Sewer Enterprise Fund	Accounts Payable	PAT STANTON		21.59
68960	10/24/2016	Sanitation Enterprise	Accounts Payable	PAT STANTON		6.93
68960	10/24/2016	Sanitation Enterprise	Accounts Payable	PAT STANTON		2.16
Check Total:						40.68
68961	10/24/2016	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		332.14
68961	10/24/2016	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		103.58
68961	10/24/2016	General Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		22.96
68961	10/24/2016	Water Enterprise Fund	Office Supplies	STAPLES BUSINESS ADVANTAGE		40.28
68961	10/24/2016	Water Enterprise Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		16.64
68961	10/24/2016	General Fund	Special Departmental Expense	STAPLES BUSINESS ADVANTAGE		9.71
Check Total:						525.31

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68962 ✓	10/24/2016	General Fund	Mens Fall Slo-Pitch Ball	STEVEN STONE, II		75.00
68962	10/24/2016	General Fund	Adult Co-Ed Softball	STEVEN STONE, II		75.00
					Check Total:	150.00
68963 ✓	10/24/2016	Sewer Fund Capital Replacement	Sewer Connection Fees	STONEFIELD HOMES		302.00
68963	10/24/2016	Sewer Fund Capital Replacement	Capacity Fee	STONEFIELD HOMES		2,715.58
68963	10/24/2016	Sewer Enterprise Fund	Castle Sewer Interceptor	STONEFIELD HOMES		273.00
68963	10/24/2016	Water Capital Impact Fees	Water Connection Fees	STONEFIELD HOMES		302.00
68963	10/24/2016	Water Capital Impact Fees	Capacity Fee	STONEFIELD HOMES		1,991.33
68963	10/24/2016	Sewer Enterprise Fund	Castle Sewer Interceptor	STONEFIELD HOMES		220.00
68963	10/24/2016	Local Transportation Fund	Bridge Widening	STONEFIELD HOMES		212.84
68963	10/24/2016	Government Building Facility	Govt. Building Facility Tax	STONEFIELD HOMES		280.49
68963	10/24/2016	Police Facility Impact Fee	Police Facility Impact Fee	STONEFIELD HOMES		296.96
68963	10/24/2016	Fire Facility Impact Fee	Fire Facility Impact Fee	STONEFIELD HOMES		385.08
68963	10/24/2016	Traffic Circulation Fund	Traffic Circulation Tax	STONEFIELD HOMES		494.00
68963	10/24/2016	Traffic Circulation Fund	Traffic Signals & Opticons	STONEFIELD HOMES		50.00
68963	10/24/2016	General Fund	Rtif	STONEFIELD HOMES		3,224.02
68963	10/24/2016	General Fund	Engineering Admin Fees	STONEFIELD HOMES		161.20
68963	10/24/2016	Traffic Circulation Fund	Signal @ Bell Dr	STONEFIELD HOMES		174.84
68963	10/24/2016	Traffic Circulation Fund	Applegate Traffic Signal	STONEFIELD HOMES		174.84
68963	10/24/2016	Community RDVLPMT Prop Trust	Sw Quad Storm Drainage Fees	STONEFIELD HOMES		219.24
68963	10/24/2016	Parks and Recreation Fund	Parks & Rec. Facility Tax	STONEFIELD HOMES		875.26
68963	10/24/2016	Parks and Recreation Fund	Parks Capital Improvemnt Tax	STONEFIELD HOMES		370.06
68963	10/24/2016	Parks and Recreation Fund	Youth Center Facility Tax	STONEFIELD HOMES		500.00
68963	10/24/2016	General Fund	Building Permits	STONEFIELD HOMES		1,969.95
68963	10/24/2016	General Fund	SB 1473	STONEFIELD HOMES		5.00
68963	10/24/2016	General Fund	SMI Tax	STONEFIELD HOMES		15.18
68963	10/24/2016	Water Enterprise Fund	Water Service Charges	STONEFIELD HOMES		46.95
					Check Total:	15,259.82
68964 ✓	10/24/2016	General Fund	Adult Co-Ed Softball	JOSE L. TAMEZ		150.00
					Check Total:	150.00
68965 ✓	10/24/2016	Water Enterprise Fund	Accounts Payable	ERNEST TERRY		11.11
68965	10/24/2016	Sewer Enterprise Fund	Accounts Payable	ERNEST TERRY		23.98
68965	10/24/2016	Sanitation Enterprise	Accounts Payable	ERNEST TERRY		7.70
68965	10/24/2016	Sanitation Enterprise	Accounts Payable	ERNEST TERRY		2.40
					Check Total:	45.19
68966 ✓	10/24/2016	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		1,752.42
68966	10/24/2016	Internal Service Fund	Operations & Maintenance	TESEI PETROLEUM, INC.		7,900.79

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	9,653.21
68967	10/24/2016	Internal Service Fund	Professional Services	THE SAW SHOP		234.00
					Check Total:	234.00
68968	10/24/2016	General Fund	Professional Services	THE UPS STORE		35.54
					Check Total:	35.54
68969	10/24/2016	Internal Service Fund	Operations & Maintenance	TIRE DISTRIBUTION SYSTEMS INC.		1,449.30
68969	10/24/2016	Internal Service Fund	Operations & Maintenance	TIRE DISTRIBUTION SYSTEMS INC.		282.20
68969	10/24/2016	Internal Service Fund	Operations & Maintenance	TIRE DISTRIBUTION SYSTEMS INC.		482.68
					Check Total:	2,214.18
68970	10/24/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	TRACTOR SUPPLY CREDIT PLAN		16.19
68970	10/24/2016	Internal Service Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		65.85
68970	10/24/2016	Internal Service Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		80.96
68970	10/24/2016	Water Enterprise Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		90.69
68970	10/24/2016	General Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		194.38
68970	10/24/2016	Internal Service Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		10.78
68970	10/24/2016	Sewer Enterprise Fund	Special Departmental Expense	TRACTOR SUPPLY CREDIT PLAN		10.79
68970	10/24/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	TRACTOR SUPPLY CREDIT PLAN		164.15
					Check Total:	633.79
68971	10/24/2016	General Fund	Special Departmental Expense	TROPHY CASE		32.40
68971	10/24/2016	General Fund	Special Departmental Expense	TROPHY CASE		82.08
68971	10/24/2016	General Fund	Special Departmental Expense	TROPHY CASE		62.64
					Check Total:	177.12
68972	10/24/2016	Internal Service Fund	Special Departmental Expense	UNIFIRST CORPORATION		69.04
68972	10/24/2016	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		32.44
68972	10/24/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	UNIFIRST CORPORATION		104.52
68972	10/24/2016	Water Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		111.60
68972	10/24/2016	Sewer Enterprise Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		227.86
68972	10/24/2016	Gas Tax/Street Improvement	Uniform & Clothing Expense	UNIFIRST CORPORATION		188.46
68972	10/24/2016	Sanitation Enterprise	Uniform & Clothing Expense	UNIFIRST CORPORATION		39.64
68972	10/24/2016	Internal Service Fund	Uniform & Clothing Expense	UNIFIRST CORPORATION		20.85
					Check Total:	794.41
68973	10/24/2016	Sewer Enterprise Fund	Special Departmental Expense	UNITED CIRCUIT BREAKERS INC.		240.00
					Check Total:	240.00
68974	10/24/2016	General Fund	Professional Services	UNIVERSITY PET RESORT		47.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	47.00
68975	10/24/2016	Risk Management Fund	Disability Insurance	UNUM LIFE INSURANCE		492.49
68975	10/24/2016	Risk Management Fund	Disability Insurance	UNUM LIFE INSURANCE		2,354.42
68975	10/24/2016	Risk Management Fund	Life Insurance	UNUM LIFE INSURANCE		1,051.70
					Check Total:	3,898.61
68976	10/24/2016	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,200.00
68976	10/24/2016	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,600.00
					Check Total:	2,800.00
68977	10/24/2016	Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA OPERATING		148,194.07
					Check Total:	148,194.07
68978	10/24/2016	General Fund	Communications	VERIZON WIRELESS		1,390.13
68978	10/24/2016	General Fund	Communications	VERIZON WIRELESS		206.30
68978	10/24/2016	General Fund	Communications	VERIZON WIRELESS		704.94
68978	10/24/2016	Measure H Fund	Communications	VERIZON WIRELESS		94.47
68978	10/24/2016	Gas Tax/Street Improvement	Communications	VERIZON WIRELESS		71.52
68978	10/24/2016	Sewer Enterprise Fund	Communications	VERIZON WIRELESS		80.16
68978	10/24/2016	Water Enterprise Fund	Communications	VERIZON WIRELESS		79.02
68978	10/24/2016	General Fund	Communications	VERIZON WIRELESS		53.98
					Check Total:	2,680.52
68979	10/24/2016	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		902.49
					Check Total:	902.49
68980	10/24/2016	Gas Tax/Street Improvement	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		8,025.00
68980	10/24/2016	Gas Tax/Street Improvement	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		54,023.48
					Check Total:	62,048.48
68981	10/24/2016	Gas Tax/Street Improvement	Professional Services	WEST COAST ARBORISTS, INC.		17,838.00
					Check Total:	17,838.00
68982	10/24/2016	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		23.26
					Check Total:	23.26
68983	10/24/2016	Sewer Fund Capital Replacement	Wastewater Trtmt Plt Exp	WEST YOST & ASSOCIATES		40,670.30
					Check Total:	40,670.30
68984	10/24/2016	Water Enterprise Fund	Utilities	WGL ENERGY SYSTEMS, INC		14,961.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
68984	10/24/2016	Internal Service Fund	Utilities	WGL ENERGY SYSTEMS, INC		1,541.37
Check Total:						16,502.82
68985	10/24/2016	Northwood Village LD	Professional Services	WGR		16.10
68985	10/24/2016	Orchard Park Estates LD	Professional Services	WGR		13.42
68985	10/24/2016	Wildwood Estates LD	Professional Services	WGR		4.89
68985	10/24/2016	Woodview Garland LA	Professional Services	WGR		2.97
68985	10/24/2016	Shaffer Lakes West LD	Professional Services	WGR		7.19
68985	10/24/2016	Woodhaven LD	Professional Services	WGR		4.41
68985	10/24/2016	Sierra Parks LD	Professional Services	WGR		3.35
68985	10/24/2016	Shaffer Lakes East LD	Professional Services	WGR		29.99
68985	10/24/2016	Price Annexation LD	Professional Services	WGR		90.56
68985	10/24/2016	Sandlewood Square LD	Professional Services	WGR		10.06
68985	10/24/2016	Pajaro Dunes LD	Professional Services	WGR		5.56
68985	10/24/2016	Redwood Estates LD	Professional Services	WGR		11.21
68985	10/24/2016	Cottage Gardens LD	Professional Services	WGR		1.34
68985	10/24/2016	Airport Business Park LD	Professional Services	WGR		1.72
68985	10/24/2016	Silva Ranch LD	Professional Services	WGR		14.37
68985	10/24/2016	Mello Ranch LD	Professional Services	WGR		14.47
68985	10/24/2016	Camellia Estates LD	Professional Services	WGR		3.64
68985	10/24/2016	Juniper Meadows LD	Professional Services	WGR		0.48
68985	10/24/2016	Camellia Meadows LD	Professional Services	WGR		2.97
68985	10/24/2016	Stone Creek LD	Professional Services	WGR		17.92
68985	10/24/2016	America West LD	Professional Services	WGR		1.25
68985	10/24/2016	Bell Crossing LD	Professional Services	WGR		18.02
68985	10/24/2016	Atwater South LD	Professional Services	WGR		14.47
68985	10/24/2016	Beluga Court LD	Professional Services	WGR		0.48
68985	10/24/2016	Mello Ranch 2 LD	Professional Services	WGR		12.46
68985	10/24/2016	Meadow View LD	Professional Services	WGR		12.27
68985	10/24/2016	Aspenwood LD	Professional Services	WGR		3.64
68985	10/24/2016	Applegate Ranch LD	Professional Services	WGR		1.34
68985	10/24/2016	Simon Annexation LD	Professional Services	WGR		0.29
68985	10/24/2016	Water Enterprise Fund	Professional Services	WGR		320.83
68985	10/24/2016	Sewer Enterprise Fund	Professional Services	WGR		320.83
Check Total:						962.50
68986	10/24/2016	Sewer Enterprise Fund	Professional Services	CECILE WHITAKER		130.00
68986	10/24/2016	Sewer Enterprise Fund	Professional Services	CECILE WHITAKER		120.00
Check Total:						250.00
68987	10/24/2016	General Fund	Mens Fall Slo-Pitch Ball	CLINTON WILLIAMS		150.00
68987	10/24/2016	General Fund	Adult Co-Ed Softball	CLINTON WILLIAMS		100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	250.00
68988	10/24/2016	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		10.70
68988	10/24/2016	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		8.54
68988	10/24/2016	Sewer Enterprise Fund	Small Tools	WINTON HARDWARE		13.96
68988	10/24/2016	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		34.27
68988	10/24/2016	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		22.65
68988	10/24/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		11.57
68988	10/24/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		5.98
68988	10/24/2016	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		2.90
68988	10/24/2016	Internal Service Fund	Operations & Maintenance	WINTON HARDWARE		35.45
					Check Total:	146.02
68989	10/24/2016	General Fund	Mens Fall Slo-Pitch Ball	RICHARD A. ZAMARRIPA		150.00
					Check Total:	150.00
68990	10/24/2016	Water Enterprise Fund	Accounts Payable	ELENA ZAPEDA		17.77
68990	10/24/2016	Sewer Enterprise Fund	Accounts Payable	ELENA ZAPEDA		38.38
68990	10/24/2016	Sanitation Enterprise	Accounts Payable	ELENA ZAPEDA		9.76
68990	10/24/2016	Sanitation Enterprise	Accounts Payable	ELENA ZAPEDA		3.84
					Check Total:	69.75
					Report Total:	2,534,205.77



CITY COUNCIL OF THE CITY OF ATWATER

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 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 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 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 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: October 10, 2016

ADOPTED:

AYES:

NOES:

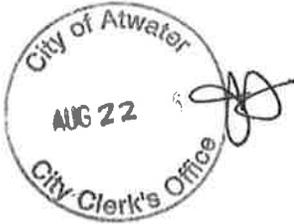
ABSENT:

APPROVED:

JAMES PRICE, MAYOR

ATTEST:

JEANNA DEL REAL, CITY CLERK



CITY OF ATWATER case # AG1602475

CLAIM FORM
FORM B

(Please Type or Print)

CLAIM AGAINST City of Atwater
(Name of Entity)

Claimant's name: Samuel Hernandez

SS#: _____ DOB: _____ Gender: Male Female _____

Claimant's address: _____

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

Date of incident/accident: 08/05/16

Date injuries, damages, or losses were discovered: 08/05/16

Location of incident/accident: 1279 Broadway Ave

What did entity or employee do to cause this loss, damage, or injury? Car was parked next to a sidewalk where a tree fell and damaged the car.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? Car received scratches of paint on rear passenger rear side.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" (see Government Code 910(f)). I believe 1,000 is a fair amount considering the damage done to the car.

How was this amount calculated (please itemize)? It was calculated by an estimate done at an autobody shop
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 8/22/16 Signature: Samuel Hernandez

If signed by representative: _____

Representative's Name _____ Address _____

Telephone # _____

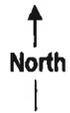
Relationship to Claimant _____

DIAGRAMS

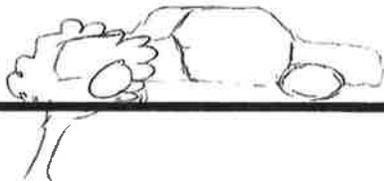
General Diagram



Street Incidents



Broadway



4th Street

Valley Christian Chapel

1201 Cedar Ave
Atwater, Ca 95301

October 4, 2016

To: Atwater City Counsel

Sub: Road Block for Harvest Festival

Valley Christian Chapel will be hosting our annual Harvest Festival on October 31st. The event will consist of fun games and activities for the children and free hotdogs and chips for all guests. We are requesting to block off 3rd street between Broadway & Cedar for approximately 3 1/2 hrs from 5:30pm-9pm.

Thank you for your consideration on this matter.

Glenn Summerton 

(209) 628-0773

Alfred Perez (Pastor)

(209) 658-7777

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 9/30/16

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001 General Fund	(3,382,942.00)	1,130,726.14	1,471,454.70	(3,723,670.56)
0003 General Fund Capital	496.77	0.00	11,102.14	(10,605.37)
0004 Measure H Fund	431,373.53	213,529.36	71,834.57	573,068.32
0005 Ferrari Ranch Project Fund	(25,702.04)	0.00	8,400.28	(34,102.32)
0006 Reimbursement Agreements Fund	327.85	0.00	3,769.25	(3,441.40)
1005 Police Grants Fund	194,977.46	6,477.70	47,280.22	154,174.94
1011 Gas Tax/Street Improvement	1,857,891.20	60,724.70	216,710.33	1,701,905.57
1013 Local Transportation Fund	28,337.12	439.45	851.36	27,925.21
1015 Traffic Circulation Fund	903,034.05	4,882.53	3,574.72	904,341.86
1016 Applegate Interchange	723,654.09	357.12	0.00	724,011.21
1020 Parks and Recreation Fund	1,587,071.12	15,078.83	6,981.28	1,595,168.67
1050 Buhach Colony High School	221,559.75	109.34	0.00	221,669.09
1055 Neighborhood Stabilization	211,457.76	104.35	0.00	211,562.11
1059-78 Housing Grant Funds	220,189.88	108.65	0.00	220,298.53
1091 Police Facility Impact Fee	45,060.72	2,428.83	1,187.84	46,301.71
1093 Fire Facility Impact Fee	19,786.23	3,130.54	1,540.32	21,376.45
1095 Government Building Facility	110,072.17	2,327.44	1,121.96	111,277.65
3064-67 Redevelopment/Successor Agency Funds	(212,470.77)	559,058.55	94,376.96	252,210.82
4020 Performance Bond Trust	210,213.63	103.74	0.00	210,317.37
4030 Narcotics Program Trust	5,266.87	2.59	0.00	5,269.46
4060 Section 125 Medical	2,231.09	485.16	0.00	2,716.25
4070 Section 125 Dependent Care	(2,766.56)	416.66	0.00	(2,349.90)
4090 CFD No. 1 Trust	83,369.79	41.14	0.00	83,410.93
5001-54 All Maintenance Districts	1,824,964.47	5,095.68	28,768.02	1,801,292.13
5050 CFD Districts	(283,444.56)	0.00	6,483.00	(289,927.56)
6000 Water Enterprise Fund	(4,200,545.24)	430,767.81	433,808.51	(4,203,585.94)
6001 Water Fund Capital Replacement	4,571,099.89	2,255.84	0.00	4,573,355.73
6002 DBCP Settlement	635,236.37	313.49	0.00	635,549.86
6004 Water Well- Buhach Colony	153,158.33	533.81	0.00	153,692.14
6005 Water Capital Impact Fees	1,117,098.20	19,089.91	9,173.32	1,127,014.79

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 9/30/16

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
6006 Water Operating Reserve Fund	172,559.33	85.15	0.00	172,644.48
6010 Sewer Enterprise Fund	6,044,213.21	968,267.65	517,297.07	6,495,183.79
6011 Sewer Fund Capital Replacement	1,937,868.97	25,352.53	36,175.44	1,927,046.06
6020 Sanitation Enterprise	696,563.24	308,524.75	324,794.86	680,293.13
7000 Internal Service Fund	464,794.62	246,796.50	86,522.77	625,068.35
7010 Employee Benefits Fund	666,989.68	168,169.11	55,413.03	779,745.76
7020 Risk Management	352,426.14	115,538.02	78,575.80	389,388.36
7030 Information Technology	1,676.55	81,978.96	13,775.90	69,879.61
9090 Accrued Interest Fund	9,830.63	3,308.87	13,139.50	0.00
TOTAL	17,396,979.54	4,376,610.90	3,544,113.15	18,229,477.29

Prepared by: Patricia Tejada
 Patricia Tejada, Accountant II

Approved by: Jim Heller
 Jim Heller, City Treasurer

**Statement of Changes in Cash Balance
by Bank
As of 9/30/16**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	6,405,112.41	1,782,000.00		8,187,112.41
City Checking & Investment Accounts	8,479,462.75	2,591,298.53	2,262,861.12	8,807,900.16
RA Obligation Retirement Fund	191,108.22	3.50		191,111.72
City - RMA Long-Term Investment Fund	1,040,050.00	3,303.00		1,043,353.00
Wells Fargo Mutual Fund	1,230,822.83	0.34	1,230,823.17	0.00
Rabobank - Money Market	50,423.33	5.53	50,428.86	0.00
Totals	17,396,979.54	4,376,610.90	3,544,113.15	18,229,477.29

Prepared by: Patricia Tejada
Patricia Tejada, Accountant II

Approved by: Jim Heller
Jim Heller, City Treasurer

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

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

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

Bank Account Detail			
City LAIF	8,187,112.41	Westamerica Bank Checking	8,824,834.76
Chandler Asset Mgt.	1,043,353.00	Westamerica Bank (Transfer Account)	100,000.00
Wells Fargo Mutual Fund	0.00	Westamerica Bank Rdvipmnt Obligation Checking	191,111.72
Rabobank Money Market	0.00		



**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 2014 **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: **October 10, 2016**

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

JAMES E. PRICE, MAYOR

ATTEST:

JEANNA DEL REAL, CMC
CITY CLERK

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

RECOMMENDATION:

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

- Authorize the transfer of a portion of Manuel Barrios 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)**.

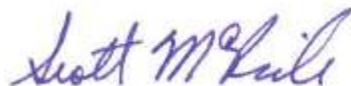
FISCALIMPACT:

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,



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



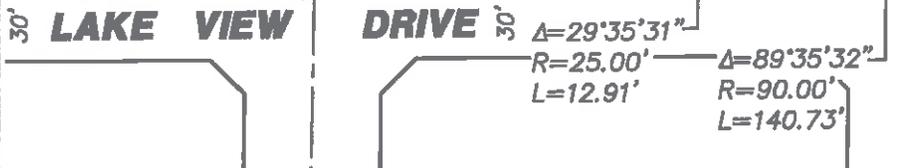
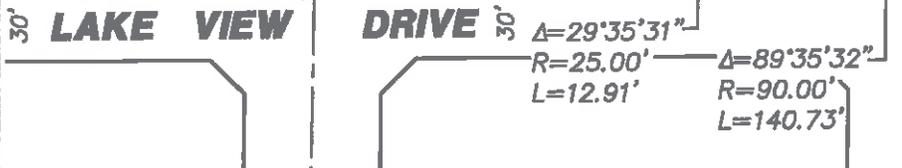
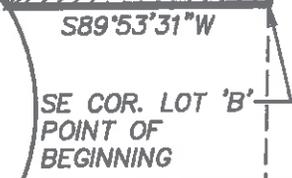
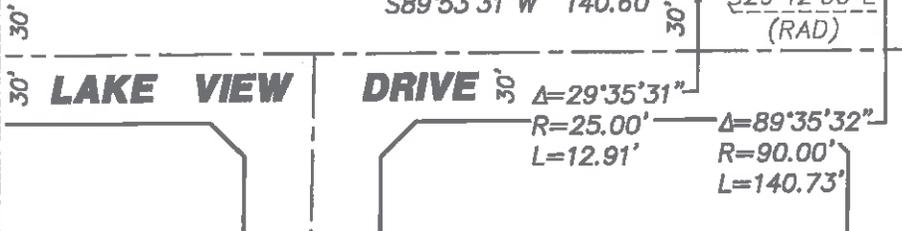
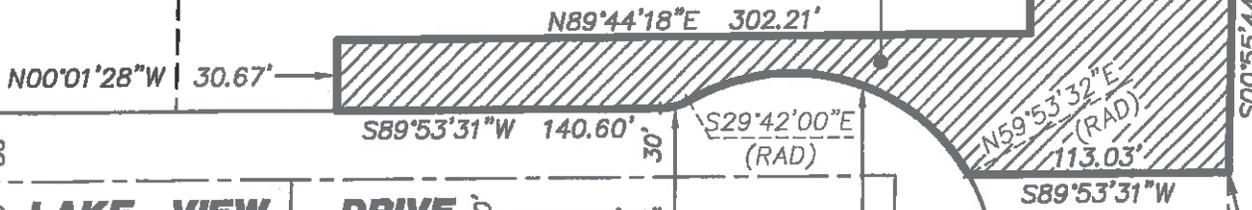
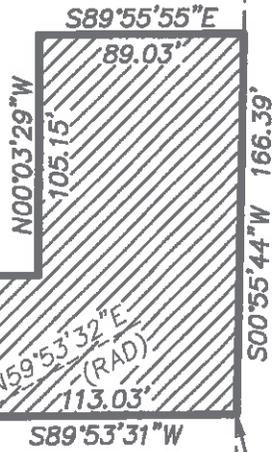
A.T.S.F.
RR.

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



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DRAWING: J116-1823.Plot; Title: ES Expansion [Map] [Units] [18-1823 New Parking] [DATE]: 09/06/16 09:07

• 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

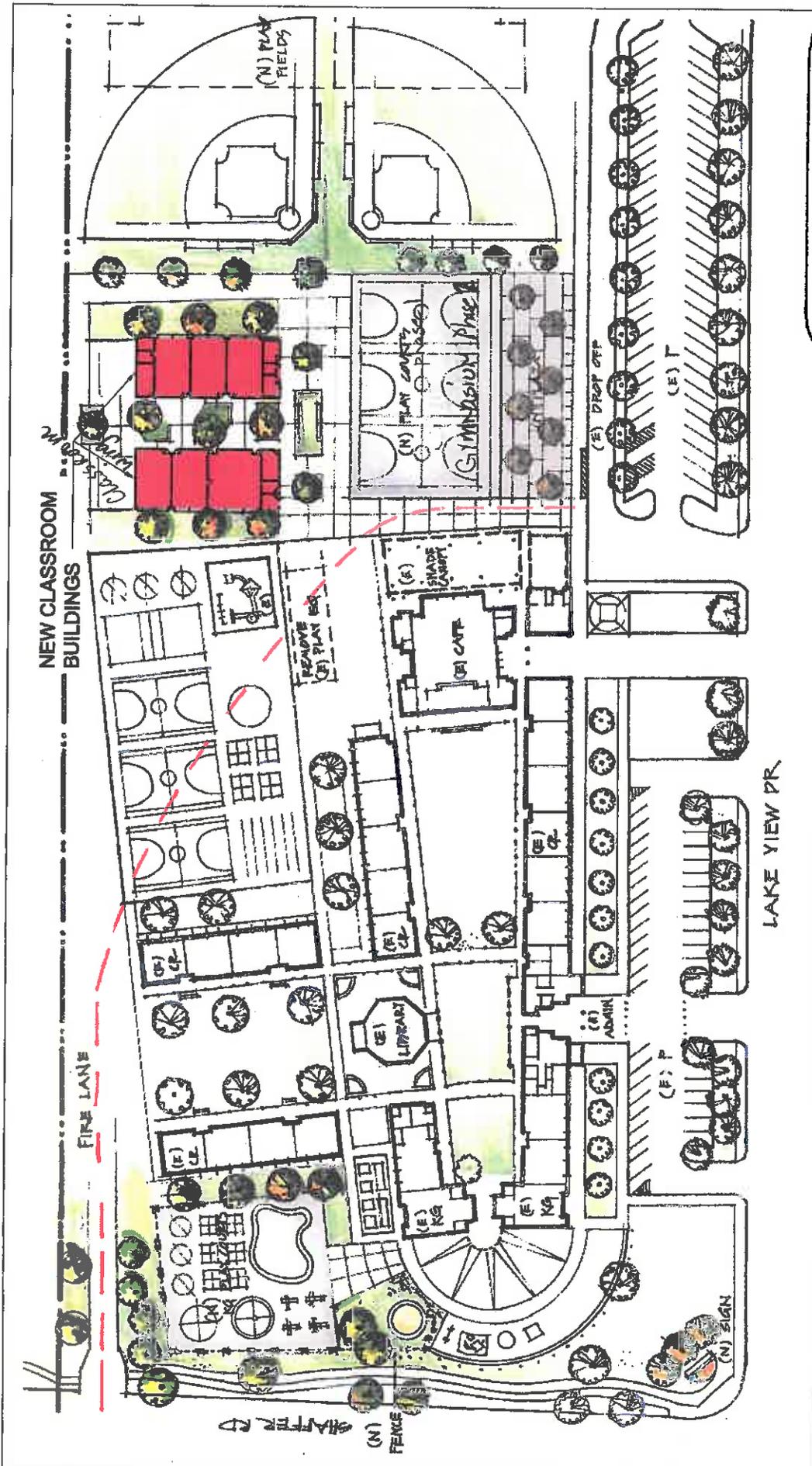
North: 11070.36 East : 20954.71
Line Course: N 89-53-31 E Length: 374.37
North: 11071.07 East : 21329.08
Line Course: S 51-58-55 E Length: 106.03
North: 11005.76 East : 21412.61
Line Course: S 00-55-44 W Length: 248.93
North: 10756.86 East : 21408.57
Line Course: N 89-55-55 W Length: 89.03
North: 10756.97 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



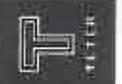
JOB NUMBER:
16-10173
DWG. DATE:
10/05/16

A1

PEGGY HELLER
PRELIMINARY SITE PLAN

SCALE = 1/8" = 1'-0"

TETER, LLP
TETER & ASSOCIATES, INC.
1100 S. MAIN STREET, SUITE 200
SANTA ANA, CALIFORNIA 92705
TEL: 714.271.2500
WWW.TETERLLP.COM





**CITY COUNCIL
OF THE
CITY OF ATWATER**

Field Code Changed

RESOLUTION NO. ~~2812XXXX~~-165

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING THE VACANT
BUILDINGS AND UNDERUTILIZED SITES SALES
TAX REBATE PROGRAM**

WHEREAS, in order to facilitate job creation and economic growth, the City Council desires to provide incentives for sales tax generating businesses to locate in the City of Atwater; and

WHEREAS, in order to reduce or eliminate blight, the City Council also desires to provide incentives for businesses to locate in vacant commercial buildings within the City of Atwater; and

WHEREAS, the attached "Vacant Buildings ss and Underutilized Sites Sales Tax Rebate Program" is designed to achieve the aforementioned goals and objectives; and.

WHEREAS, this resolution shall supersede and repeal City Council Resolution No. 2812-15; and

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

Section 1: The Policy attached as **EXHIBIT "A"** is hereby adopted. The City Council shall review the effectiveness and fiscal impacts of the Program annually commencing on the first regularly scheduled City Council meeting of May, 2016.

The foregoing resolution is hereby adopted this ~~11~~th day of ~~May~~, 2016.

**AYES:
NOES:
ABSENT:**

APPROVED

JAMES E. PRICE, MAYOR

ATTEST:

**JEANNA DEL REAL, CMC
CITY CLERK**

EXHIBIT "A"

VACANT BUILDINGS AND UNDERUTILIZED SITES SALES TAX REBATE PROGRAM

1. **STATEMENT OF PURPOSE** The City of Atwater desires to create additional jobs and economic growth in the City, and to eliminate potential blight caused by vacant commercial buildings and underutilized sites. In order to achieve these objectives, the City proposes the adoption of this Vacant Buildings and Underutilized Sites Sales Tax Rebate Program, for businesses which qualify under the criteria set forth herein.
2. **PROGRAM BENEFITS** An eligible new business can qualify for the rebate of 50% of the City's share of general sales taxes (excluding Measure H) during the businesses' first 49,36 months of operation. An eligible expanded business can qualify for a rebate of 50% of the City's share of new general sales taxes (that is, sales taxes in excess of those previously generated by the business at its original location, using a three-year average as the baseline) attributable to the expansion. The City Finance Director shall determine the amount of the rebate using official general sales tax reports. Payment shall consist of 50% of the amount of new general sales tax revenue actually received by the City (excluding Measure H) as a result of the new business operations in an eligible vacant building, beginning with the first full quarter of operation following business startup.
3. **ELIGIBILITY** In order to be eligible for the Vacant Buildings and Underutilized Sites Sales Tax Rebate Program, all of the following criteria must be met to the satisfaction of the City Finance Director:
 - a) The business must have a valid City of Atwater business license and any necessary use or operating permits, and must be engaged in retail sales which generate general sales taxes.
 - b) The business shall either be a "new business" (i.e. a retail commercial business which was previously not located in Atwater) or an "expanded business" (i.e. an existing retail commercial business which relocates to an eligible vacant building and expands its floor area by more than 25%).
 - c) An eligible "vacant building" is a building within the City which is presently not occupied for business purposes. An eligible "underutilized site" is a location within the City of Atwater which previously accommodated businesses and had some form of site improvements but it no longer has the necessary facilities to allow a business to operate without new site improvements or the construction of new buildings. The City Finance Director shall make the determination as to eligibility under these criteria, based upon evidence submitted by the applicant and his/her own investigation of available data.
 - d) The owner/operator of the business shall make reasonable efforts to employ local Atwater residents.
 - e) The City shall have concluded that the business does not meet the criteria set forth in Government Code Section 53084.
 - f) In the case of a business which generates sales tax in excess of \$200,000 annually, as a precondition to the receipt of any sales tax rebate under this program, the business shall supply the necessary information to the City to enable compliance with requirements of Government Code Section 53083. Upon satisfactory compliance with said requirements, appropriate sales tax rebates can be provided.

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4. **APPLICATION PROCESS** The City Finance Director shall determine the necessary information for applications for participation in the Program, and shall, within 30 days of receipt of a complete application, determine whether an applicant is eligible for participation in the Program. The Finance Director's decision of eligibility for the Program shall be made in writing. Within 10 days following receipt of the City Finance Director's written decision, the applicant may appeal said decision to the City Council by sending written notification thereof to the City Manager. The appeal shall state in detail the factual back ground and basis for the appeal. The appeal shall be heard by the City Council not more than 60 days following receipt thereof by the City Manager. The decision of the City Council shall be final. The City Manager shall ensure that the Finance Department includes program details and applications in all new business license and renewal applications as well as all planning entitlement applications.

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