

CITY OF ATWATER

CITY COUNCIL AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

September 12, 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. **Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiator regarding Property Disposition. Agency Negotiator: Community Development Director McBride**

Property Location: APN 156-020-002

- b. **Conference with Legal Counsel – Anticipated Litigation – Government Code Section 54956.9(b): Number of cases: (3)**
- c. **Pursuant to Government Code Section 54957, Public Employee Appointment: City Manager**
- d. **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.

PRESENTATIONS:

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

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

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

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

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

CONSENT CALENDAR:

NOTICE TO THE PUBLIC

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

WARRANTS:

1. **September 12, 2016**

Staff's Recommendation: Approval of warrants as listed.

MINUTES: (City Council)

2. Regular meeting, August 22, 2016

Staff's Recommendation: Approval of minutes as listed.

RESOLUTIONS:

3. Accepting the 2016 Bureau of Justice Assistance (BJA) 2016 Byrne Memorial Justice Assistance Grant (JAG) Award (Interim Police Chief Joseph)

Staff's Recommendation: Acceptance of the 2016 Bureau of Justice Assistance (BJA) 2016 Byrne Memorial Justice Assistance Grant (JAG) award and authorizes and directs the City Manager or his designee to sign any grant related documents on behalf of the City.

4. Re-adopting Conflict of Interest Code (City Clerk Del Real)

Staff's Recommendation: Adoption of Resolution No. 2919-16 re-adopting the City of Atwater's Conflict of Interest Code.

5. Authorizes execution of all documents related to Congestion Management and Air Quality (CMAQ) Projects: CML-5254(023) Wheel Loader Replacement Project, CML-254(024) Tractor Loader Replacement Project, and Cml-5254(025) Replacement of Two (2) Dump Trucks Project (Community Development Director McBride)

Staff's Recommendation: Adoption of Resolution No. 2921-16 authorizing and directing the City Manager or his designee to execute any agreements or documents, in a form approved by the City Attorney, on behalf of the City, relating to CMAQ Project CML-5254(023) Wheel Loader Replacement Project; adoption of Resolution No. 2922-16 authorizing and directing the City Manager or his designee to execute any agreements or documents, in a form approved by the City Attorney, on behalf of the City, relating to CMAQ Project CML-5254(024) Tractor Loader Replacement Project; and adoption of Resolution No. 2923-16 authorizing and directing the City Manager or his designee to execute any agreements or documents, in a form approved by the City Attorney, on behalf of the City, relating to CMAQ Project CML-5254(025) Dump Truck Replacement Project (Two).

AGREEMENTS:

6. Approves Professional Services Agreement for Highway Safety Improvement Program (HSIP) Cycle 7 (Community Development Director McBride)

Staff's Recommendation: Approval of Professional Services Agreement, in a form approved by the City Attorney, for Preliminary Engineering (PE) of the Highway Safety Improvement Program (HSIP) Cycle 7 for Signal Modification at Shaffer Road and Juniper Avenue, to Mott MacDonald of Gilroy, California in an amount not to exceed \$46,610; and authorizes and directs the City Manager to execute the Agreement on behalf of the City.

REPORTS:

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

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

INFORMATIONAL ITEMS ONLY (NO ACTION REQUIRED):

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

PETITIONS AND COMMUNICATIONS:

12. **Request from New Life Community Church for use of Ralston Park on October 9, 2016**

Staff's Recommendation: Approval of request from New Life Community Church to change the date of event previously approved for Sunday, October 2, 2016 to Sunday, October 9, 2016 for use of Ralston Park from 7:00 AM to 1:00 PM to hold a worship service to celebrate their 16th birthday.

PUBLIC HEARINGS:

13. **Amending Miscellaneous Fee Schedule** (Finance Director Deol)

Staff's Recommendation: Open the public hearing and take any testimony given; and

Motion to adopt Resolution No. 2918-16 amending the Miscellaneous Fee Schedule; or

Motion to approve staff's recommendation as presented.

REPORTS AND PRESENTATIONS FROM STAFF:

14. **Verbal update regarding Community Development Department activities and projects** (Community Development Director McBride)
15. **Verbal discussion and possible action regarding General Plan update** (Community Development Director McBride)

Staff's Recommendation: That the City Council, by motion, provide staff with direction regarding the General Plan update.

16. **Verbal report regarding solar savings at designated locations** (Water Systems Shift Operator Vinson)

CITY COUNCIL MATTERS:

17. **Verbal discussion and possible action regarding dissolving the Audit and Finance Committee** (City Council Member Vineyard)

Staff's Recommendation: That the City Council, by motion, provide staff with direction regarding dissolving the Audit and Finance Committee.

18. **Verbal discussion and possible action regarding establishing a policy prohibiting cell phones and other texting devices during City Council meetings** (City Council Member Vineyard)

Staff's Recommendation: That the City Council, by motion, provide staff with direction regarding establishing a policy prohibiting cell phones and other texting devices during City Council meetings.

19. **Verbal discussion and possible action regarding submitting By-District Election method to the Voters at an election prior to the November 2018 elections** (City Council Member Vineyard)

Staff's Recommendation: That the City Council, by motion, provide staff with direction regarding submitting By-District Election method to the Voters at an election prior to the November 2018 elections.

20. **Verbal discussion and possible action regarding 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.

21. City Council comments

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.

~ September 2016 ~

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

~ October 2016 ~

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--|---------|--|--|------------------------|--|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 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 | | | | | |

WARRANTS SUMMARY FOR SEPTEMBER 12, 2016 COUNCIL MEETING

| | | | |
|--|--|--|---------------|
| TOTAL OF WARRANTS (FROM WARRANT REPORT) | | | \$ 781,698.80 |
| ADDITIONAL WARRANTS (THESE AMOUNTS ARE NOT INCLUDED IN TOTAL WARRANTS) | | | |

| DATE | DESCRIPTION | AMOUNT |
|-----------|---|--------------------|
| 8/22/2016 | Prewrittens included in this current warrant run. | (\$206,978.33) |
| 8/23/2016 | PERS Retirement EFT 7/27/16 - 8/10/16 | \$43,473.90 |
| 8/23/2016 | AFLAC-AUGUST 2016 | \$789.30 |
| 9/6/2016 | PERS Health - SEPTEMBER 2016 | \$105,900.17 |
| 8/1/2016 | Dental Claims/Admin.-AUGUST 2016 | \$ 15,576.21 |
| 8/30/2016 | Retiree Medical Reimbursement-SEPTEMBER 2016 | \$33,770.96 |
| 9/1/2016 | PERS Retirement EFT 8/11/16-8/24/2016 | 46604.16 |
| | TOTAL ADDITIONAL WARRANTS | <u>\$39,136.37</u> |

GRAND TOTAL OF WARRANTS PAID ===== \$820,835.17

INFORMATIONAL ONLY (INCLUDED IN THE TOTAL WARRANTS TOTAL)

| DATE | DESCRIPTION | AMOUNT | |
|-----------|------------------------------|---------------------|----------------------------|
| 8/18/2016 | Net Payroll | \$146,638.32 | \$205,063.96 Total Payroll |
| 8/18/2016 | Federal Taxes | \$51,645.70 | |
| 8/18/2016 | State Taxes | \$6,779.94 | |
| 8/18/2016 | Payroll Deductions | \$1,977.93 | |
| 9/1/2016 | Net Payroll | \$156,284.45 | \$220,046.67 Total Payroll |
| 9/1/2016 | Federal Taxes | \$55,868.98 | |
| 9/1/2016 | State Taxes | \$7,893.24 | |
| 9/1/2016 | Payroll Deductions | \$1,944.87 | |
| | TOTAL INFORMATIONAL WARRANTS | <u>\$207,041.89</u> | |



 CITY TREASURER

Accounts Payable

Checks for Approval

User: jdaniel
 Printed: 9/7/2016 - 2:01 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 |
|--------------|------------|-----------------------|------------------------------|------------------------|------|----------|
| 68527 | 08/22/2016 | Internal Service Fund | Professional Services | COLEMAN HEATING & A/C | | 182.07 |
| 68527 | 08/22/2016 | Internal Service Fund | Professional Services | COLEMAN HEATING & A/C | | 784.29 |
| 68527 | 08/22/2016 | Internal Service Fund | Professional Services | COLEMAN HEATING & A/C | | 75.00 |
| 68527 | 08/22/2016 | Internal Service Fund | Professional Services | COLEMAN HEATING & A/C | | 165.00 |
| 68527 | 08/22/2016 | Internal Service Fund | Professional Services | COLEMAN HEATING & A/C | | 115.00 |
| 68527 | 08/22/2016 | Internal Service Fund | Professional Services | COLEMAN HEATING & A/C | | 188.50 |
| 68527 | 08/22/2016 | Internal Service Fund | Professional Services | COLEMAN HEATING & A/C | | 218.50 |
| 68527 | 08/22/2016 | Internal Service Fund | Professional Services | COLEMAN HEATING & A/C | | 176.00 |
| 68527 | 08/22/2016 | Internal Service Fund | Special Departmental Expense | COLEMAN HEATING & A/C | | 767.04 |
| Check Total: | | | | | | 2,671.40 |
| 68528 | 08/22/2016 | General Fund | Adult Slo-Pitch Softball | TODD A. DAVIS | | 50.00 |
| Check Total: | | | | | | 50.00 |
| 68529 | 08/22/2016 | General Fund | Summer Co-Ed Softball League | STEVE FLORIANO | | 175.00 |
| Check Total: | | | | | | 175.00 |
| 68530 | 08/22/2016 | General Fund | Adult Slo-Pitch Softball | THOMAS E. GOFF | | 150.00 |
| Check Total: | | | | | | 150.00 |
| 68531 | 08/22/2016 | Sewer Enterprise Fund | Special Departmental Expense | LATTA'S AUTO SUPPLY | | 69.01 |
| 68531 | 08/22/2016 | Internal Service Fund | Operations & Maintenance | LATTA'S AUTO SUPPLY | | 61.30 |
| 68531 | 08/22/2016 | Internal Service Fund | Operations & Maintenance | LATTA'S AUTO SUPPLY | | 14.79 |
| 68531 | 08/22/2016 | Internal Service Fund | Operations & Maintenance | LATTA'S AUTO SUPPLY | | 14.79 |
| 68531 | 08/22/2016 | Internal Service Fund | Operations & Maintenance | LATTA'S AUTO SUPPLY | | 72.45 |
| 68531 | 08/22/2016 | General Fund | Special Departmental Expense | LATTA'S AUTO SUPPLY | | 23.07 |
| Check Total: | | | | | | 255.41 |
| 68532 | 08/22/2016 | Sierra Parks LD | Utilities | PACIFIC GAS & ELECTRIC | | 97.79 |
| 68532 | 08/22/2016 | Internal Service Fund | Utilities | PACIFIC GAS & ELECTRIC | | 4,272.86 |
| 68532 | 08/22/2016 | Wildwood Estates LD | Utilities | PACIFIC GAS & ELECTRIC | | 225.78 |
| 68532 | 08/22/2016 | Shaffer Lakes West LD | Utilities | PACIFIC GAS & ELECTRIC | | 150.73 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|----------------------------|------------------------------|----------------------------|------|--------------|
| 68532 | 08/22/2016 | Woodview Garland LA | Utilities | PACIFIC GAS & ELECTRIC | | 44.05 |
| 68532 | 08/22/2016 | Shaffer Lakes East LD | Utilities | PACIFIC GAS & ELECTRIC | | 514.98 |
| 68532 | 08/22/2016 | Airport Business Park LD | Utilities | PACIFIC GAS & ELECTRIC | | 530.75 |
| 68532 | 08/22/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 2,190.91 |
| 68532 | 08/22/2016 | Price Annexation LD | Utilities | PACIFIC GAS & ELECTRIC | | 1,712.48 |
| 68532 | 08/22/2016 | Gas Tax/Street Improvement | Utilities | PACIFIC GAS & ELECTRIC | | 126.55 |
| 68532 | 08/22/2016 | Woodhaven LD | Utilities | PACIFIC GAS & ELECTRIC | | 44.05 |
| 68532 | 08/22/2016 | Gas Tax/Street Improvement | Utilities | PACIFIC GAS & ELECTRIC | | 13,759.35 |
| 68532 | 08/22/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 1,714.91 |
| 68532 | 08/22/2016 | Cottage Gardens LD | Utilities | PACIFIC GAS & ELECTRIC | | 27.48 |
| 68532 | 08/22/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 164.69 |
| 68532 | 08/22/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 286.37 |
| 68532 | 08/22/2016 | Sandlewood Square LD | Utilities | PACIFIC GAS & ELECTRIC | | 79.28 |
| 68532 | 08/22/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 357.95 |
| 68532 | 08/22/2016 | Sewer Enterprise Fund | Utilities | PACIFIC GAS & ELECTRIC | | 2,536.03 |
| 68532 | 08/22/2016 | Northwood Village LD | Utilities | PACIFIC GAS & ELECTRIC | | 384.96 |
| 68532 | 08/22/2016 | Pajaro Dunes LD | Utilities | PACIFIC GAS & ELECTRIC | | 74.56 |
| 68532 | 08/22/2016 | Atwater South LD | Utilities | PACIFIC GAS & ELECTRIC | | 31.60 |
| 68532 | 08/22/2016 | Orchard Park Estates LD | Utilities | PACIFIC GAS & ELECTRIC | | 313.86 |
| 68532 | 08/22/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 69.83 |
| 68532 | 08/22/2016 | Water Enterprise Fund | Utilities | PACIFIC GAS & ELECTRIC | | 32,936.82 |
| 68532 | 08/22/2016 | Internal Service Fund | Utilities | PACIFIC GAS & ELECTRIC | | 1,590.40 |
| 68532 | 08/22/2016 | Water Enterprise Fund | Utilities | PACIFIC GAS & ELECTRIC | | 68.14 |
| 68532 | 08/22/2016 | Sewer Enterprise Fund | Utilities | PACIFIC GAS & ELECTRIC | | 86,847.73 |
| 68532 | 08/22/2016 | Gas Tax/Street Improvement | Utilities | PACIFIC GAS & ELECTRIC | | 25,006.08 |
| | | | | | | |
| | | | | | | Check Total: |
| 68533 | 08/22/2016 | General Fund | Adult Slo-Pitch Softball | FERNANDO PERALES | | 176,160.97 |
| | | | | | | |
| | | | | | | Check Total: |
| 68534 | 08/22/2016 | General Fund | Summer Co-Ed Softball League | CLINTON WILLIAMS | | 225.00 |
| 68534 | 08/22/2016 | General Fund | Adult Slo-Pitch Softball | CLINTON WILLIAMS | | 275.00 |
| | | | | | | |
| | | | | | | Check Total: |
| 68535 | 08/22/2016 | General Fund | Adult Slo-Pitch Softball | RICHARD A. ZAMARRIPA | | 50.00 |
| | | | | | | |
| | | | | | | Check Total: |
| 68536 | 08/23/2016 | General Fund | Miscellaneous Union Dues | AFSCME DISTRICT COUNCIL 57 | | 50.00 |
| | | | | | | |
| | | | | | | Check Total: |
| 68537 | 08/23/2016 | General Fund | Garnishments | FRANCHISE TAX BOARD | | 732.48 |
| 68537 | 08/23/2016 | General Fund | Garnishments | FRANCHISE TAX BOARD | | 50.00 |
| | | | | | | |
| | | | | | | Check Total: |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|------------------------|----------------------------|------------------------------------|--------------|----------|
| | | | | | Check Total: | 272.06 |
| 68538 | 08/23/2016 | General Fund | Pre-Paid Legal | PRE-PAID LEGAL SERVICES | | 28.91 |
| | | | | | Check Total: | 28.91 |
| 68539 | 08/23/2016 | General Fund | Miscellaneous Union Dues | RMHC OF THE CENTRAL VALLEY, INC. | | 20.78 |
| 68539 | 08/23/2016 | General Fund | Miscellaneous Union Dues | RMHC OF THE CENTRAL VALLEY, INC. | | 20.78 |
| | | | | | Check Total: | 41.56 |
| 68540 | 08/23/2016 | General Fund | Garnishments | STATE DISBURSEMENT UNIT | | 852.92 |
| | | | | | Check Total: | 852.92 |
| 68541 | 08/23/2016 | General Fund | Deferred Compensation | VANTAGEPOINT TRANSFER AGT-457 | | 50.00 |
| | | | | | Check Total: | 50.00 |
| 68542 | 08/25/2016 | General Fund | Rents & Leases | MAILFINANCE | | 1,605.84 |
| | | | | | Check Total: | 1,605.84 |
| 68543 | 08/25/2016 | General Fund | Professional Services | MERCED COUNTY CLERK | | 2,260.25 |
| | | | | | Check Total: | 2,260.25 |
| 68544 | 08/25/2016 | General Fund | Training | PUBLIC SAFETY TRAINING INSTITUTE | | 198.00 |
| | | | | | Check Total: | 198.00 |
| 68545 | 08/25/2016 | Sewer Enterprise Fund | Professional Services | VALLEY UTILITIE CONSTRUCTION, INC. | | 4,801.50 |
| | | | | | Check Total: | 4,801.50 |
| 68546 | 08/31/2016 | Employee Benefits Fund | Health Insurance, Retirees | RAMONA BLAKE | | 242.24 |
| | | | | | Check Total: | 242.24 |
| 68547 | 08/31/2016 | Employee Benefits Fund | Health Insurance, Retirees | DAVID CHURCH | | 630.19 |
| | | | | | Check Total: | 630.19 |
| 68548 | 08/31/2016 | Employee Benefits Fund | Health Insurance, Retirees | GARY FRAGO | | 334.76 |
| | | | | | Check Total: | 334.76 |
| 68549 | 08/31/2016 | Employee Benefits Fund | Health Insurance, Retirees | BOBBY GREGORY | | 1,838.49 |
| | | | | | Check Total: | 1,838.49 |
| 68550 | 08/31/2016 | Employee Benefits Fund | Health Insurance, Retirees | DARRELL HAMMIT | | 630.19 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|------------------------|------------------------------|----------------------------|--------------|----------|
| | | | | | Check Total: | 630.19 |
| 68551 | 08/31/2016 | Employee Benefits Fund | Health Insurance, Retirees | RENE MENDOZA | | 870.77 |
| | | | | | Check Total: | 870.77 |
| 68552 | 08/31/2016 | Employee Benefits Fund | Health Insurance, Retirees | BILL SWALLEY | | 66.88 |
| | | | | | Check Total: | 66.88 |
| 68553 | 09/01/2016 | Internal Service Fund | Professional Services | BOB'S REFRIGERATION | | 211.00 |
| | | | | | Check Total: | 211.00 |
| 68554 | 09/01/2016 | General Fund | Special Departmental Expense | WESTAMERICA BANK | | 4.31 |
| 68554 | 09/01/2016 | Water Enterprise Fund | Training | WESTAMERICA BANK | | 155.00 |
| 68554 | 09/01/2016 | Internal Service Fund | Special Departmental Expense | WESTAMERICA BANK | | 33.00 |
| 68554 | 09/01/2016 | General Fund | Special Departmental Expense | WESTAMERICA BANK | | 3.96 |
| 68554 | 09/01/2016 | Internal Service Fund | Special Departmental Expense | WESTAMERICA BANK | | 23.93 |
| 68554 | 09/01/2016 | General Fund | Summer Recreation Program | WESTAMERICA BANK | | 1,236.33 |
| 68554 | 09/01/2016 | Internal Service Fund | Special Departmental Expense | WESTAMERICA BANK | | 54.68 |
| 68554 | 09/01/2016 | General Fund | Special Departmental Expense | WESTAMERICA BANK | | 322.49 |
| 68554 | 09/01/2016 | Water Enterprise Fund | Training | WESTAMERICA BANK | | 200.00 |
| 68554 | 09/01/2016 | Water Enterprise Fund | Special Departmental Expense | WESTAMERICA BANK | | 39.31 |
| 68554 | 09/01/2016 | General Fund | Special Departmental Expense | WESTAMERICA BANK | | 207.10 |
| 68554 | 09/01/2016 | General Fund | Professional Services | WESTAMERICA BANK | | 2,004.66 |
| 68554 | 09/01/2016 | General Fund | Professional Services | WESTAMERICA BANK | | 215.99 |
| 68554 | 09/01/2016 | General Fund | Professional Services | WESTAMERICA BANK | | 4,499.77 |
| 68554 | 09/01/2016 | Water Enterprise Fund | Special Departmental Expense | WESTAMERICA BANK | | 2.12 |
| 68554 | 09/01/2016 | Water Enterprise Fund | Training | WESTAMERICA BANK | | 299.99 |
| | | | | | Check Total: | 9,302.64 |
| 68555 | 09/06/2016 | General Fund | Miscellaneous Union Dues | AFSCME DISTRICT COUNCIL 57 | | 763.66 |
| | | | | | Check Total: | 763.66 |
| 68556 | 09/06/2016 | General Fund | Garnishments | FRANCHISE TAX BOARD | | 199.38 |
| 68556 | 09/06/2016 | General Fund | Garnishments | FRANCHISE TAX BOARD | | 50.00 |
| | | | | | Check Total: | 249.38 |
| 68557 | 09/06/2016 | General Fund | Pre-Paid Legal | PRE-PAID LEGAL SERVICES | | 28.91 |
| | | | | | Check Total: | 28.91 |
| 68558 | 09/06/2016 | General Fund | Garnishments | STATE DISBURSEMENT UNIT | | 852.92 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|--------------|-----------------------|-------------------------------|---------------|------------|
| | | | | | Check Total: | 852.92 |
| 68559 | 09/06/2016 | General Fund | Deferred Compensation | VANTAGEPOINT TRANSFER AGT-457 | | 50.00 |
| | | | | | Check Total: | 50.00 |
| | | | | | Report Total: | 206,978.33 |

Accounts Payable

Checks for Approval

User: jdaniel
 Printed: 9/7/2016 - 2:04 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 |
|--------------|------------|----------------------------|-------------------------------|----------------------------|------|--------------|
| 68560 | 09/12/2016 | General Fund | Professional Services | ABS PRESORT, INC. | | 1,979.80 |
| 68560 | 09/12/2016 | General Fund | Office Supplies | ABS PRESORT, INC. | | 2,700.00 |
| | | | | | | Check Total: |
| 68561 | 09/12/2016 | Sanitation Enterprise | Solid Waste Collectn/Disposal | ALLIED WASTE SERVICES #917 | | 4,679.80 |
| | | | | | | Check Total: |
| 68562 | 09/12/2016 | Employee Benefits Fund | Health Insurance, Retirees | AMERICAN REPUBLIC | | 204,684.94 |
| | | | | | | Check Total: |
| 68563 | 09/12/2016 | General Fund | Community Center | ROBERT ANDERSON | | 424.89 |
| | | | | | | Check Total: |
| 68564 | 09/12/2016 | General Fund | Professional Services | ASAP TECHNICAL SOLUTIONS | | 300.00 |
| | | | | | | Check Total: |
| 68565 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | ASSOCIATES LOCK | | 125.00 |
| | | | | | | Check Total: |
| 68566 | 09/12/2016 | Sewer Enterprise Fund | Communications | AT and T | | 3.24 |
| | | | | | | Check Total: |
| 68567 | 09/12/2016 | General Fund | Special Departmental Expense | ATWATER CHIROPRACTIC, INC. | | 477.89 |
| 68567 | 09/12/2016 | Gas Tax/Street Improvement | Professional Services | ATWATER CHIROPRACTIC, INC. | | 440.00 |
| 68567 | 09/12/2016 | General Fund | Special Departmental Expense | ATWATER CHIROPRACTIC, INC. | | 60.00 |
| | | | | | | Check Total: |
| 68568 | 09/12/2016 | Water Enterprise Fund | Special Departmental Expense | ATWATER IRRIGATION INC. | | 560.00 |
| | | | | | | Check Total: |
| 68569 | 09/12/2016 | General Fund | Special Departmental Expense | ATWATER MEDICAL GROUP | | 37.81 |
| | | | | | | Check Total: |
| | | | | | | 37.81 |
| | | | | | | 254.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|----------------------------|------------------------------|--------------------------|--------------|--------|
| | | | | | Check Total: | 254.00 |
| 68570 | 09/12/2016 | Police Grants Fund | Special Departmental Expense | AUTO HOUSE OF CLOVIS INC | | 95.00 |
| 68570 | 09/12/2016 | Police Grants Fund | Special Departmental Expense | AUTO HOUSE OF CLOVIS INC | | 95.00 |
| 68570 | 09/12/2016 | General Fund | Special Departmental Expense | AUTO HOUSE OF CLOVIS INC | | 95.34 |
| 68570 | 09/12/2016 | Police Grants Fund | Special Departmental Expense | AUTO HOUSE OF CLOVIS INC | | 52.00 |
| 68570 | 09/12/2016 | General Fund | Special Departmental Expense | AUTO HOUSE OF CLOVIS INC | | 43.34 |
| | | | | | Check Total: | 380.68 |
| 68571 | 09/12/2016 | General Fund | Building Permits | B & B PLUMBING | | 77.00 |
| 68571 | 09/12/2016 | General Fund | SB 1473 | B & B PLUMBING | | 1.00 |
| | | | | | Check Total: | 78.00 |
| 68572 | 09/12/2016 | Sanitation Enterprise | Special Departmental Expense | BC LABORATORIES INC. | | 75.00 |
| | | | | | Check Total: | 75.00 |
| 68573 | 09/12/2016 | General Fund | Castle Park | LETICIA BEDOLLA | | 170.00 |
| | | | | | Check Total: | 170.00 |
| 68574 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | BELCORP AG | | 87.63 |
| | | | | | Check Total: | 87.63 |
| 68575 | 09/12/2016 | General Fund | Adult Slo-Pitch Softball | BEST IMPRESSION PRINTING | | 165.67 |
| | | | | | Check Total: | 165.67 |
| 68576 | 09/12/2016 | General Fund | Special Departmental Expense | BIG CREEK LUMBER COMPANY | | 39.09 |
| 68576 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | BIG CREEK LUMBER COMPANY | | 16.50 |
| 68576 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | BIG CREEK LUMBER COMPANY | | 8.58 |
| 68576 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | BIG CREEK LUMBER COMPANY | | 5.78 |
| 68576 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | BIG CREEK LUMBER COMPANY | | 37.35 |
| 68576 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | BIG CREEK LUMBER COMPANY | | 20.40 |
| 68576 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | BIG CREEK LUMBER COMPANY | | 28.82 |
| 68576 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | BIG CREEK LUMBER COMPANY | | 11.27 |
| | | | | | Check Total: | 167.79 |
| 68577 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | BLUELINE RENTAL | | 196.01 |
| 68577 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | BLUELINE RENTAL | | 289.16 |
| | | | | | Check Total: | 485.17 |
| 68578 | 09/12/2016 | General Fund | Castle Park | JESUS & ROSA CISNEROS | | 170.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|-------------------------------|------------------------------|--------------------------------------|--------------|-----------|
| 68579 | 09/12/2016 | Internal Service Fund | Communications | COMCAST CABLE | Check Total: | 170.00 |
| | | | | | | 13.20 |
| 68580 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | CONSOLIDATED ELECTRICAL DISTRIBUTORS | Check Total: | 13.20 |
| | | | | | | 538.40 |
| 68581 | 09/12/2016 | General Fund | Adult Slo-Pitch Softball | TODD A. DAVIS | Check Total: | 538.40 |
| | | | | | | 130.00 |
| 68582 | 09/12/2016 | General Fund | Communications | DELTA WIRELESS & NETWORK SOLUTIONS | Check Total: | 130.00 |
| | | | | | | 293.16 |
| 68583 | 09/12/2016 | Price Annexation LMA | Special Departmental Expense | DOM'S ELECTRIC MOTOR SHOP | Check Total: | 293.16 |
| 68583 | 09/12/2016 | Price Annexation LMA | Special Departmental Expense | DOM'S ELECTRIC MOTOR SHOP | | 1,241.63 |
| | | | | | | 281.94 |
| 68584 | 09/12/2016 | Ferrari Ranch Project Fund | Professional Services | EMC PLANNING GROUP INC | Check Total: | 1,523.57 |
| 68584 | 09/12/2016 | Reimbursement Agreements Fund | Professional Services | EMC PLANNING GROUP INC | | 8,400.28 |
| | | | | | | 3,769.25 |
| 68585 | 09/12/2016 | Sewer Enterprise Fund | Special Departmental Expense | FASTENAL COMPANY | Check Total: | 12,169.53 |
| 68585 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | FASTENAL COMPANY | | 121.59 |
| 68585 | 09/12/2016 | Gas Tax/Street Improvement | Small Tools | FASTENAL COMPANY | | 24.28 |
| 68585 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | FASTENAL COMPANY | | 33.07 |
| 68585 | 09/12/2016 | Sewer Enterprise Fund | Special Departmental Expense | FASTENAL COMPANY | | 22.28 |
| 68585 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | FASTENAL COMPANY | | 2.16 |
| | | | | | | 55.30 |
| 68586 | 09/12/2016 | Water Enterprise Fund | Special Departmental Expense | FERGUSON ENTERPRISES INC. #690 | Check Total: | 258.68 |
| | | | | | | 654.66 |
| 68587 | 09/12/2016 | Internal Service Fund | Professional Services | GARTON TRACTOR INC | Check Total: | 654.66 |
| | | | | | | 827.93 |
| 68588 | 09/12/2016 | General Fund | Adult Slo-Pitch Softball | THOMAS E. GOFF | Check Total: | 827.93 |
| | | | | | | 40.00 |
| 68589 | 09/12/2016 | Sewer Enterprise Fund | Small Tools | GRAINGER, INC. | Check Total: | 40.00 |
| 68589 | 09/12/2016 | Sewer Enterprise Fund | Special Departmental Expense | GRAINGER, INC. | | 44.85 |
| | | | | | | 109.24 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|----------------------------|--------------------------------|------------------------------------|--------------|-----------|
| | | | | | Check Total: | 154.09 |
| 68590 | 09/12/2016 | Sanitation Enterprise | Professional Services | GREGG DRILLING & TESTING | | 28,203.25 |
| | | | | | Check Total: | 28,203.25 |
| 68591 | 09/12/2016 | Sewer Enterprise Fund | Special Departmental Expense | HORIZON | | 105.25 |
| 68591 | 09/12/2016 | Water Enterprise Fund | Special Departmental Expense | HORIZON | | 155.87 |
| | | | | | Check Total: | 261.12 |
| 68592 | 09/12/2016 | General Fund | Memberships & Subscriptions | IIMC | | 95.00 |
| | | | | | Check Total: | 95.00 |
| 68593 | 09/12/2016 | Internal Service Fund | Professional Services | JACK'S R BETTER INC. | | 88.00 |
| | | | | | Check Total: | 88.00 |
| 68594 | 09/12/2016 | General Fund | Communications | JD SANDERS COMPANY LLC | | 650.00 |
| | | | | | Check Total: | 650.00 |
| 68595 | 09/12/2016 | General Fund Capital | Traffic Signal Synchronization | JLB TRAFFIC ENGINEERING, INC | | 312.14 |
| | | | | | Check Total: | 312.14 |
| 68596 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | KELLOGG'S SUPPLY | | 14.53 |
| 68596 | 09/12/2016 | Sewer Enterprise Fund | Uniform & Clothing Expense | KELLOGG'S SUPPLY | | 131.12 |
| | | | | | Check Total: | 145.65 |
| 68597 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | MCAULEY MOTORS | | 61.76 |
| 68597 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | MCAULEY MOTORS | | 30.46 |
| 68597 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | MCAULEY MOTORS | | 30.85 |
| 68597 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | MCAULEY MOTORS | | 401.28 |
| | | | | | Check Total: | 524.35 |
| 68598 | 09/12/2016 | General Fund | Building Permits | MERCED COUNTY COMMUNITY ACTION AGE | | 22.00 |
| 68598 | 09/12/2016 | General Fund | SB 1473 | MERCED COUNTY COMMUNITY ACTION AGE | | 1.00 |
| | | | | | Check Total: | 23.00 |
| 68599 | 09/12/2016 | Sewer Enterprise Fund | Professional Services | MERCED IRRIGATION DISTRICT | | 475.87 |
| | | | | | Check Total: | 475.87 |
| 68600 | 09/12/2016 | General Fund | Printing & Advertising | MERCED SUN STAR | | 153.60 |
| 68600 | 09/12/2016 | General Fund | Printing & Advertising | MERCED SUN STAR | | 378.40 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|-----------------------|------------------------------|---------------------|--------------|----------|
| | | | | | Check Total: | 532.00 |
| 68601 | 09/12/2016 | Internal Service Fund | Professional Services | MERCED TINT | | 380.00 |
| | | | | | Check Total: | 380.00 |
| 68602 | 09/12/2016 | General Fund | Uniform & Clothing Expense | MERCED UNIFORM | | 69.03 |
| 68602 | 09/12/2016 | General Fund | Uniform & Clothing Expense | MERCED UNIFORM | | 300.02 |
| | | | | | Check Total: | 369.05 |
| 68603 | 09/12/2016 | General Fund | Professional Services | MUNICODE | | 1,552.28 |
| | | | | | Check Total: | 1,552.28 |
| 68604 | 09/12/2016 | General Fund | Community Center Rental | NRA FOUNDATION | | -88.00 |
| 68604 | 09/12/2016 | General Fund | Community Center | NRA FOUNDATION | | 200.00 |
| 68604 | 09/12/2016 | General Fund | Community Center Rental | NRA FOUNDATION | | 72.00 |
| | | | | | Check Total: | 184.00 |
| 68605 | 09/12/2016 | General Fund | Office Supplies | THE OFFICE CITY | | 177.61 |
| | | | | | Check Total: | 177.61 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 20.50 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 3.24 |
| 68606 | 09/12/2016 | Internal Service Fund | Training | O'REILLY AUTO PARTS | | 94.95 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 86.47 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 3.23 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 79.77 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 145.63 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 208.60 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 56.69 |
| 68606 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | O'REILLY AUTO PARTS | | 7.54 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 3.84 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 5.25 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 121.63 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | -119.20 |
| 68606 | 09/12/2016 | Internal Service Fund | Small Tools | O'REILLY AUTO PARTS | | 24.82 |
| 68606 | 09/12/2016 | Internal Service Fund | Small Tools | O'REILLY AUTO PARTS | | 32.39 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 35.63 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 62.60 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 11.86 |
| 68606 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | O'REILLY AUTO PARTS | | 74.64 |
| 68606 | 09/12/2016 | General Fund | Special Departmental Expense | O'REILLY AUTO PARTS | | 59.98 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|----------------------------|------------------------------|---------------------------------|--------------|-----------|
| | | | | | Check Total: | 1,020.06 |
| 68607 | 09/12/2016 | Sewer Enterprise Fund | Utilities | PACIFIC GAS & ELECTRIC | | 256.16 |
| 68607 | 09/12/2016 | Water Enterprise Fund | Utilities | PACIFIC GAS & ELECTRIC | | 29,616.09 |
| 68607 | 09/12/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 71.69 |
| 68607 | 09/12/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 73.56 |
| 68607 | 09/12/2016 | Internal Service Fund | Utilities | PACIFIC GAS & ELECTRIC | | 1,375.67 |
| 68607 | 09/12/2016 | Gas Tax/Street Improvement | Utilities | PACIFIC GAS & ELECTRIC | | 74.50 |
| 68607 | 09/12/2016 | Internal Service Fund | Utilities | PACIFIC GAS & ELECTRIC | | 4,196.17 |
| 68607 | 09/12/2016 | Airport Business Park LD | Utilities | PACIFIC GAS & ELECTRIC | | 146.79 |
| 68607 | 09/12/2016 | Water Enterprise Fund | Utilities | PACIFIC GAS & ELECTRIC | | 32,282.32 |
| 68607 | 09/12/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 172.03 |
| 68607 | 09/12/2016 | Atwater South LD | Utilities | PACIFIC GAS & ELECTRIC | | 33.04 |
| 68607 | 09/12/2016 | Price Annexation LD | Utilities | PACIFIC GAS & ELECTRIC | | 1,674.64 |
| 68607 | 09/12/2016 | Pajaro Dunes LD | Utilities | PACIFIC GAS & ELECTRIC | | 74.56 |
| 68607 | 09/12/2016 | Woodhaven LD | Utilities | PACIFIC GAS & ELECTRIC | | 44.05 |
| 68607 | 09/12/2016 | Gas Tax/Street Improvement | Utilities | PACIFIC GAS & ELECTRIC | | 13,734.48 |
| 68607 | 09/12/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 323.63 |
| 68607 | 09/12/2016 | Cottage Gardens LD | Utilities | PACIFIC GAS & ELECTRIC | | 28.13 |
| 68607 | 09/12/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 2,733.82 |
| 68607 | 09/12/2016 | Northwood Village LD | Utilities | PACIFIC GAS & ELECTRIC | | 401.18 |
| 68607 | 09/12/2016 | Gas Tax/Street Improvement | Utilities | PACIFIC GAS & ELECTRIC | | 155.36 |
| 68607 | 09/12/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 2,042.60 |
| 68607 | 09/12/2016 | Wildwood Estates LD | Utilities | PACIFIC GAS & ELECTRIC | | 117.91 |
| 68607 | 09/12/2016 | Sewer Enterprise Fund | Utilities | PACIFIC GAS & ELECTRIC | | 2,489.14 |
| 68607 | 09/12/2016 | Orchard Park Estates LD | Utilities | PACIFIC GAS & ELECTRIC | | 316.24 |
| 68607 | 09/12/2016 | Shaffer Lakes East LD | Utilities | PACIFIC GAS & ELECTRIC | | 514.94 |
| 68607 | 09/12/2016 | Sandlewood Square LD | Utilities | PACIFIC GAS & ELECTRIC | | 79.28 |
| 68607 | 09/12/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 388.33 |
| 68607 | 09/12/2016 | Sierra Parks LD | Utilities | PACIFIC GAS & ELECTRIC | | 108.44 |
| 68607 | 09/12/2016 | General Fund | Utilities | PACIFIC GAS & ELECTRIC | | 379.85 |
| 68607 | 09/12/2016 | Internal Service Fund | Utilities | PACIFIC GAS & ELECTRIC | | 1,689.36 |
| 68607 | 09/12/2016 | Shaffer Lakes West LD | Utilities | PACIFIC GAS & ELECTRIC | | 150.71 |
| 68607 | 09/12/2016 | Woodview Garland LA | Utilities | PACIFIC GAS & ELECTRIC | | 44.05 |
| | | | | | Check Total: | 95,788.72 |
| 68608 | 09/12/2016 | General Fund | Special Departmental Expense | ERIC PALMER | | 330.79 |
| | | | | | Check Total: | 330.79 |
| 68609 | 09/12/2016 | General Fund | Adult Slo-Pitch Softball | FERNANDO PERALES | | 155.00 |
| | | | | | Check Total: | 155.00 |
| 68610 | 09/12/2016 | General Fund | Building Permits | PETERSEN DEAN ROOFING AND SOLAR | | 77.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|-----------------------------|------------------------------|---------------------------------|--------------|-----------|
| 68610 | 09/12/2016 | General Fund | SB 1473 | PETERSEN DEAN ROOFING AND SOLAR | | 1.00 |
| | | | | | Check Total: | 78.00 |
| 68611 | 09/12/2016 | Gas Tax/Street Improvement | Winton Way Road Improvements | PHASE I CONSTRUCTION | | 47,547.50 |
| | | | | | Check Total: | 47,547.50 |
| 68612 | 09/12/2016 | General Fund | Maint. Buildings & Grounds | DONNA POWDEN | | 366.75 |
| | | | | | Check Total: | 366.75 |
| 68613 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | PRESTON'S LOCK & KEY | | 8.10 |
| | | | | | Check Total: | 8.10 |
| 68614 | 09/12/2016 | General Fund | Professional Services | QUAD KNOPF | | 127.00 |
| | | | | | Check Total: | 127.00 |
| 68615 | 09/12/2016 | Information Technology Fund | Special Departmental Expense | QUICKPCSUPPORT | | 1,052.04 |
| 68615 | 09/12/2016 | Information Technology Fund | Special Departmental Expense | QUICKPCSUPPORT | | 26.99 |
| | | | | | Check Total: | 1,079.03 |
| 68616 | 09/12/2016 | Water Enterprise Fund | Professional Services | RAFTELIS FINANCIAL | | 1,480.00 |
| 68616 | 09/12/2016 | Sewer Enterprise Fund | Professional Services | RAFTELIS FINANCIAL | | 68.75 |
| | | | | | Check Total: | 1,548.75 |
| 68617 | 09/12/2016 | Sewer Enterprise Fund | Uniform & Clothing Expense | RED WING SHOE STORES | | 59.63 |
| | | | | | Check Total: | 59.63 |
| 68618 | 09/12/2016 | General Fund | Castle Park | MARCELINO ROMERO | | 170.00 |
| | | | | | Check Total: | 170.00 |
| 68619 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | SAFE-T-LITE | | 449.77 |
| 68619 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | SAFE-T-LITE | | 352.88 |
| 68619 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | SAFE-T-LITE | | -24.73 |
| 68619 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | SAFE-T-LITE | | -449.77 |
| | | | | | Check Total: | 328.15 |
| 68620 | 09/12/2016 | General Fund | Special Departmental Expense | HENRY SCHEIN, INC. | | 779.67 |
| | | | | | Check Total: | 779.67 |
| 68621 | 09/12/2016 | General Fund | SB 1473 | SOLAR CITY, CORP. | | 11.00 |
| 68621 | 09/12/2016 | General Fund | Building Permits | SOLAR CITY, CORP. | | 3,613.00 |
| 68621 | 09/12/2016 | General Fund | SMI Tax | SOLAR CITY, CORP. | | 19.47 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|--------------------------------|------------------------------|-----------------------------------|--------------|-----------|
| | | | | | Check Total: | 3,643.47 |
| 68622 | 09/12/2016 | Water Enterprise Fund | Special Departmental Expense | SPARLING INSTRUMENTS LLC | | 1,538.94 |
| | | | | | Check Total: | 1,538.94 |
| 68623 | 09/12/2016 | General Fund | Summer Recreation Program | STAPLES BUSINESS ADVANTAGE | | 4.96 |
| 68623 | 09/12/2016 | General Fund | Special Departmental Expense | STAPLES BUSINESS ADVANTAGE | | 94.11 |
| 68623 | 09/12/2016 | General Fund | Special Departmental Expense | STAPLES BUSINESS ADVANTAGE | | 106.44 |
| 68623 | 09/12/2016 | General Fund | Special Departmental Expense | STAPLES BUSINESS ADVANTAGE | | 21.79 |
| 68623 | 09/12/2016 | General Fund | Special Departmental Expense | STAPLES BUSINESS ADVANTAGE | | 67.68 |
| | | | | | Check Total: | 294.98 |
| 68624 | 09/12/2016 | General Fund | Adult Slo-Pitch Softball | STEVEN STONE, II | | 40.00 |
| | | | | | Check Total: | 40.00 |
| 68625 | 09/12/2016 | Water Capital Impact Fees | Capacity Fee | STONEFIELD HOMES | | 7,965.32 |
| 68625 | 09/12/2016 | Sewer Enterprise Fund | Castle Sewer Interceptor | STONEFIELD HOMES | | 880.00 |
| 68625 | 09/12/2016 | Sewer Enterprise Fund | Castle Sewer Interceptor | STONEFIELD HOMES | | 1,092.00 |
| 68625 | 09/12/2016 | Community RDVLPMT Prop Trust | Sw Quad Storm Drainage Fees | STONEFIELD HOMES | | 876.96 |
| 68625 | 09/12/2016 | Local Transportation Fund | Bridge Widening | STONEFIELD HOMES | | 851.36 |
| 68625 | 09/12/2016 | Water Enterprise Fund | Water Service Charges | STONEFIELD HOMES | | 187.80 |
| 68625 | 09/12/2016 | Parks and Recreation Fund | Youth Center Facility Tax | STONEFIELD HOMES | | 2,000.00 |
| 68625 | 09/12/2016 | Traffic Circulation Fund | Traffic Signals & Opticons | STONEFIELD HOMES | | 200.00 |
| 68625 | 09/12/2016 | General Fund | Engineering Admin Fees | STONEFIELD HOMES | | 644.80 |
| 68625 | 09/12/2016 | General Fund | Rtif | STONEFIELD HOMES | | 12,896.08 |
| 68625 | 09/12/2016 | Government Building Facility | Govt. Building Facility Tax | STONEFIELD HOMES | | 1,121.96 |
| 68625 | 09/12/2016 | General Fund | Building Permits | STONEFIELD HOMES | | 7,779.20 |
| 68625 | 09/12/2016 | Traffic Circulation Fund | Traffic Circulation Tax | STONEFIELD HOMES | | 1,976.00 |
| 68625 | 09/12/2016 | Fire Facility Impact Fee | Fire Facility Impact Fee | STONEFIELD HOMES | | 1,540.32 |
| 68625 | 09/12/2016 | Sewer Fund Capital Replacement | Sewer Connection Fees | STONEFIELD HOMES | | 1,208.00 |
| 68625 | 09/12/2016 | Traffic Circulation Fund | Signal @ Bell Dr | STONEFIELD HOMES | | 699.36 |
| 68625 | 09/12/2016 | Parks and Recreation Fund | Parks & Rec. Facility Tax | STONEFIELD HOMES | | 3,501.04 |
| 68625 | 09/12/2016 | Police Facility Impact Fee | Police Facility Impact Fee | STONEFIELD HOMES | | 1,187.84 |
| 68625 | 09/12/2016 | Sewer Fund Capital Replacement | Capacity Fee | STONEFIELD HOMES | | 10,862.32 |
| 68625 | 09/12/2016 | Parks and Recreation Fund | Parks Capital Improvemnt Tax | STONEFIELD HOMES | | 1,480.24 |
| 68625 | 09/12/2016 | Traffic Circulation Fund | Applegate Traffic Signal | STONEFIELD HOMES | | 699.36 |
| 68625 | 09/12/2016 | General Fund | SMI Tax | STONEFIELD HOMES | | 56.42 |
| 68625 | 09/12/2016 | Water Capital Impact Fees | Water Connection Fees | STONEFIELD HOMES | | 1,208.00 |
| 68625 | 09/12/2016 | General Fund | SB 1473 | STONEFIELD HOMES | | 19.00 |
| | | | | | Check Total: | 60,933.38 |
| 68626 | 09/12/2016 | General Fund | Building Permits | SUNRUN INSTALLATION SERVICES, INC | | 750.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|-----------------------------|------------------------------|-----------------------------------|--------------|----------|
| 68626 | 09/12/2016 | General Fund | SB 1473 | SUNRUN INSTALLATION SERVICES, INC | | 2.00 |
| 68626 | 09/12/2016 | General Fund | SMI Tax | SUNRUN INSTALLATION SERVICES, INC | | 5.98 |
| | | | | | Check Total: | 757.98 |
| 68627 | 09/12/2016 | Water Enterprise Fund | Special Departmental Expense | SWRCB FEES | | 640.40 |
| | | | | | Check Total: | 640.40 |
| 68628 | 09/12/2016 | Information Technology Fund | Special Departmental Expense | TELEPACIFIC COMMUNICATIONS | | 5,277.87 |
| | | | | | Check Total: | 5,277.87 |
| 68629 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | TESEI PETROLEUM, INC. | | 2,219.05 |
| 68629 | 09/12/2016 | Internal Service Fund | Operations & Maintenance | TESEI PETROLEUM, INC. | | 7,678.63 |
| | | | | | Check Total: | 9,897.68 |
| 68630 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 6.45 |
| 68630 | 09/12/2016 | General Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 56.13 |
| 68630 | 09/12/2016 | General Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 46.43 |
| 68630 | 09/12/2016 | General Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 77.24 |
| 68630 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 32.39 |
| 68630 | 09/12/2016 | Sewer Enterprise Fund | Small Tools | TRACTOR SUPPLY CREDIT PLAN | | 19.43 |
| 68630 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 59.14 |
| 68630 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 9.70 |
| 68630 | 09/12/2016 | General Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 388.79 |
| 68630 | 09/12/2016 | General Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 21.59 |
| 68630 | 09/12/2016 | Water Enterprise Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 10.79 |
| 68630 | 09/12/2016 | General Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 21.58 |
| 68630 | 09/12/2016 | General Fund | Special Departmental Expense | TRACTOR SUPPLY CREDIT PLAN | | 75.49 |
| | | | | | Check Total: | 825.15 |
| 68631 | 09/12/2016 | General Fund | Special Departmental Expense | UNIVERSITY PET RESORT | | 70.50 |
| | | | | | Check Total: | 70.50 |
| 68632 | 09/12/2016 | General Fund | Life Insurance Payable | UNUM LIFE INSURANCE | | 1,683.05 |
| | | | | | Check Total: | 1,683.05 |
| 68633 | 09/12/2016 | General Fund | Professional Services | VALLEY A-1 ELECTRIC | | 400.00 |
| | | | | | Check Total: | 400.00 |
| 68634 | 09/12/2016 | Gas Tax/Street Improvement | Communications | VERIZON WIRELESS | | 85.31 |
| 68634 | 09/12/2016 | Sewer Enterprise Fund | Communications | VERIZON WIRELESS | | 79.18 |
| 68634 | 09/12/2016 | Water Enterprise Fund | Communications | VERIZON WIRELESS | | 79.14 |
| 68634 | 09/12/2016 | General Fund | Communications | VERIZON WIRELESS | | 706.69 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|----------------------------|-------------------------------|----------------------------|------|-----------|
| 68634 | 09/12/2016 | Measure H Fund | Communications | VERIZON WIRELESS | | 54.04 |
| 68634 | 09/12/2016 | General Fund | Communications | VERIZON WIRELESS | | 54.04 |
| 68634 | 09/12/2016 | General Fund | Communications | VERIZON WIRELESS | | 206.54 |
| 68634 | 09/12/2016 | General Fund | Communications | VERIZON WIRELESS | | 703.67 |
| Check Total: | | | | | | 1,968.61 |
| 68635 | 09/12/2016 | Employee Benefits Fund | Vision Insurance | VISION SERVICE PLAN (CA) | | 905.37 |
| Check Total: | | | | | | 905.37 |
| 68636 | 09/12/2016 | Risk Management Fund | Life Insurance | VOYA RETIREMENT INSURANCE | | 36.26 |
| Check Total: | | | | | | 36.26 |
| 68637 | 09/12/2016 | Gas Tax/Street Improvement | Fruitland Ave Rd Improvements | VVH CONSULTING SERVICES | | 50,074.88 |
| Check Total: | | | | | | 50,074.88 |
| 68638 | 09/12/2016 | Water Enterprise Fund | Accounts Payable | WALGREENS #6718 | | 13,420.03 |
| Check Total: | | | | | | 13,420.03 |
| 68639 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | WARD ENTERPRISES | | 89.39 |
| Check Total: | | | | | | 89.39 |
| 68640 | 09/12/2016 | Gas Tax/Street Improvement | Professional Services | WEST COAST ARBORISTS, INC. | | 8,127.00 |
| Check Total: | | | | | | 8,127.00 |
| 68641 | 09/12/2016 | Internal Service Fund | Utilities | WEST COAST GAS CO. INC. | | 21.96 |
| Check Total: | | | | | | 21.96 |
| 68642 | 09/12/2016 | General Fund | Adult Slo-Pitch Softball | CLINTON WILLIAMS | | 195.00 |
| 68642 | 09/12/2016 | General Fund | Summer Co-Ed Softball League | CLINTON WILLIAMS | | 75.00 |
| Check Total: | | | | | | 270.00 |
| 68643 | 09/12/2016 | Sewer Enterprise Fund | Special Departmental Expense | WINTON HARDWARE | | 38.13 |
| 68643 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | WINTON HARDWARE | | 4.71 |
| 68643 | 09/12/2016 | Price Annexation LMA | Special Departmental Expense | WINTON HARDWARE | | 15.04 |
| 68643 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | WINTON HARDWARE | | 3.75 |
| 68643 | 09/12/2016 | Sewer Enterprise Fund | Special Departmental Expense | WINTON HARDWARE | | 9.66 |
| 68643 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | WINTON HARDWARE | | 10.71 |
| 68643 | 09/12/2016 | Internal Service Fund | Special Departmental Expense | WINTON HARDWARE | | 1.29 |
| 68643 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | WINTON HARDWARE | | 89.76 |
| 68643 | 09/12/2016 | Gas Tax/Street Improvement | Special Departmental Expense | WINTON HARDWARE | | 134.32 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|--------------|------------|--------------|------------------------------|----------------------|---------------|------------|
| 68644 | 09/12/2016 | General Fund | Training | DICK WISDOM | | |
| | | | | | Check Total: | 307.37 |
| | | | | | | 40.00 |
| 68645 | 09/12/2016 | General Fund | Summer Co-Ed Softball League | RICHARD A. ZAMARRIPA | | |
| 68645 | 09/12/2016 | General Fund | Adult Slo-Pitch Softball | RICHARD A. ZAMARRIPA | | |
| | | | | | Check Total: | 40.00 |
| | | | | | | 75.00 |
| | | | | | | 90.00 |
| | | | | | Check Total: | 165.00 |
| | | | | | Report Total: | 574,720.47 |



CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

August 22, 2016

REGULAR SESSION: (Council Chambers)

The City Council of the City of Atwater met in Regular Session this date at 6:02 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Price presiding.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Mayor Price.

INVOCATION:

The Invocation was led by Police Chaplain McClellan.

ROLL CALL:

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

Absent: *None*

Staff Present: *Deputy City Attorney Ruppel, Interim Police Chief Joseph, Community Development Director McBride, Water Systems Shift Operator Vinson (representing the Public Works Department), Finance Director Deol, City Clerk Del Real, Recording Secretary Bengtson-Jennings*

SUBSEQUENT NEED ITEMS: *None.*

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: Mayor Price moved to add a non-action item to the agenda, a presentation on behalf of the Make-A-Wish Foundation. The motion was seconded by City Council Member Vineyard and the vote was: Ayes: Bergman, Vineyard, Rivero, Raymond, Price; Noes: None; Absent: None. The motion carried.

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

PRESENTATION:

Make-A-Wish Foundation

Cora Gonzales, a volunteer with the Make-A-Wish Foundation of Central California who spoke on behalf of the organization, thanked the City Council and the City of Atwater for honoring Kayla Damien's wish and welcoming her as Honorary Mayor of the Day in Atwater on July 4, 2016.

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

LORI JOHNSON, Atwater, spoke once more regarding her claim against the City and her frustrations with the City Manager and the City Council due to their lack of response. She stated that "we (she and her husband) will not quit until we see justice served."

RICHARD JOHNSON, Atwater, spoke regarding his constitutional rights and how he believes they are being violated.

MIKE TEATER, former Code Enforcement Officer, voiced his concerns with how the City Council and staff are handling the Johnsons' claim and wants transparency for the public's sake.

Merced County District 3 Supervisor McDaniel provided an update on several items:

- ***The Board of Supervisors is holding a Small Business Administrative Workshop at Castle Commerce Center on August 31, 2016 from 1:30 to 3:30 PM; the workshop is free to attend.***
- ***The County's Human Services Agency has opened its doors at its new Castle site, 1920 Commerce Care Way.***
- ***The District's Mobile Office Hours in Atwater are the fourth Thursday of each month in the City Council Chambers from 1:30 to 3:30 PM.***

- *The Board of Supervisors will consider its final FY 2016-17 Budget on September 20, 2016 at 11:00 AM.*
- *Economic Development at Castle Commerce Center: tech giant Google is exercising its option to extend its lease through 2020, possibly bringing more personnel to the site; and the County is working with a couple of new prospects, one a green tech business that would bring 50 new jobs to the County.*
- *The Board of Supervisors recently adopted a Housing Element.*
- *The Board of Supervisors voted to join Stanislaus and San Joaquin counties in the development of an economic analysis of the State Water Board's proposed revision of the Bay-Delta plans.*

No one else came forward to speak.

CONSENT CALENDAR:

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

WARRANTS:

1. August 22, 2016

ACTION: *Approval of warrants as listed.*

MINUTES: (City Council)

2. Regular meeting, August 8, 2016

ACTION: *Approval of minutes as listed.*

FUNDING AND BUDGET MATTERS:

Treasurer's Report for the month of July, 2016 (Finance Director Deol)

MOTION: *Mayor Pro Tem Bergman moved to approve the Treasurer's Report for the month of July, 2016. The motion was seconded by Mayor Price and the vote was: Ayes: Raymond, Vineyard, Bergman, Rivero, Price; Noes: None; Absent: None. The motion carried.*

Finance Director Deol provided an update regarding the Measure H fund balance, which was reported incorrectly at the recent Citizens' Oversight Committee for Public Safety Transactions and Use Tax meeting. The beginning FY 2015-16 Measure H fund balance was \$869,000, revenue \$1.76 million, expenditures \$2 million, shortfall \$264,000, and ending fund balance \$605,000. She announced for

the record that the FY 2015-16 books are still open until the end of August; there may be minor changes.

Finance Director Deol reported on the status of the recent utility audit project. As a result of the audit, the Finance Department discovered \$202,000 in lost revenue of which \$44,000 has been collected so far. The rest will be collected in installment payments over the next three (3) years.

PUBLIC HEARINGS:

Proposed commercial development for "Marketplace at the Colony" located at the North West and South West corner of Buhach Road and Juniper Avenue (Community Development Director McBride)

Mayor Price opened the public hearing for this item.

LISA MACKENZIE, Atwater, and Civil Engineer Bill Miller, asked numerous questions in regard to the project, such as concerning the barrier wall, set-backs, noise, traffic, and privacy for nearby residents to name a few.

ERIC LEE, Atwater, spoke in favor of the project and the importance of commercial development on that side of town. He spoke of the need for landscaping modifications to the center divider on Juniper Avenue as well.

No one else came forward to speak and Mayor Price closed the public hearing.

Community Development Director McBride addressed several of the public's concerns.

Jose Benavides, representing JLB Traffic Engineering, Inc., addressed the traffic issues.

MOTION: *Mayor Pro Tem Bergman moved to certify the Mitigated Negative Declaration and adopt the Mitigation Monitoring and Reporting Program; to adopt Resolution No. 2914-16 approving Planned Development Master Plan (PDMP); to adopt Resolution No. 2915-16 approving Planned Development Final Development Plan (PDFDP); to adopt Resolution No. 2916-16 approving Tentative Parcel Map for North West corner of Buhach Road and Juniper Avenue; and to adopt Resolution No. 2917-16 approving Tentative Parcel Map for South West corner of Buhach Road and Juniper Avenue. The motion was seconded by Mayor Price and the vote was: Ayes: Rivero, Bergman, Raymond, Vineyard, Price; Noes: None; Absent: None. The motion carried.*

CITY COUNCIL MATTERS:

City Council comments and requests for future agenda items

City Council Member Raymond had nothing to report.

Mayor Pro Tem Bergman asked that the next regular City Council meeting agenda include an action item regarding the General Plan and a discussion item regarding private counsel.

City Council Member Vineyard offered his condolences to the Olzack and MacDonald families. He thanked Interim Police Chief Joseph and his staff for their dedication and hard work to make the City safer. He addressed the City Council and encouraged each member to continue working together and to refrain from postponing important issues.

City Council Member Rivero had nothing to report.

Mayor Price announced several upcoming events: Foster Farms Job Fair on August 25, 2016 from 10:00 AM to 1:00 PM, 1237 Main Street, Livingston; Kewl Cats Veteran's Benefit Program on August 27, 2016 from 2:00 PM to 7:00 PM, Motel Drive, Merced, in which the proceeds will benefit veteran's programs, specifically the Honor Flight program. He announced a request for a joint meeting of the City Council, the Community Development and Resources Commission, and the Citizens' Oversight Committee for Public Safety Transactions and Use Tax, to be held late September or early October. He asked that the Commission/Committee chairpersons submit possible dates. And he spoke of the recent passing of former Merced County Supervisor Linn Davis.

ADJOURNMENT:

The meeting adjourned in memory of Linn Davis and Lorraine Olzack.

The meeting adjourned at 7:29 PM.

JEANNA DEL REAL, CMC
CITY CLERK

By: Kim Bengtson-Jennings,
Recording Secretary

August 22, 2016

Honorable Mayor and Members
of the Atwater City Council

City Council Meeting
of September 12, 2016

**2016 BUREAU OF JUSTICE ASSISTANCE (BJA) 2016 BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**

RECOMMENDATION:

It is recommended that the City Council consider:

- Accepting the 2016 Bureau of Justice Assistance (BJA) 2016 Byrne Memorial Justice Assistance Grant (JAG) and authorizing and directing the City Manager or his designee to sign any grant related documents on behalf of the City.

BACKGROUND:

The Office of Traffic Safety (OTS) distributes federal funding apportioned to California under the National Highway Safety Act and the Safe, Accountable and Flexible Efficiency The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) administers a federal funding program known as the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to further the mission of preventing or reducing crime and violence.

At their regular City Council meeting of June 13, 2016, the City Council authorized an application submittal for the 2016 JAG allocation to be used for the purchase of two (2) new Speed Trailers.

ANALYSIS:

The City receives an allocation of JAG funding based on their share of violent crime and population (weighted equally). The City's 2016 allocation is \$14,513 with no match required under the JAG Program. On August 22, 2016 staff received notification that our Grant Application for the purchase of two (2) portable Speed Trailers was accepted and awarded by the Office of Justice Programs at the Department of Justice in the amount of \$14,513 (Exhibit "A").

The trailers will be solar powered and will display a flashing "SLOW" message activated by a vehicle exceeding a speed selected. The trailers will also be equipped with a data acquisition package which will allow staff to collect traffic counts when needed.

FISCAL IMPACT:

Upon approval, sufficient funding is available in the General Fund for FY 2016-17, Police Grant Fund, Police-Field Operations, Special Departmental Account No. 1005.2025.2021 (\$14,513). This is a 100% reimbursable grant, with no local match to the City.

CONCLUSION:

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

Respectfully submitted,

/s/ Sammy Joseph

Sammy Joseph
Acting Police Chief



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 18, 2016

Chief Frank Pietro
City of Atwater
750 Bellevue Road
Atwater, CA 95301

Dear Chief Pietro:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$14,513 for City of Atwater.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Patrick Fines, Program Manager at (202) 353-0587; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 18, 2016

Chief Frank Pietro
City of Atwater
750 Bellevue Road
Atwater, CA 95301

Dear Chief Pietro:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(e); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

| | | | |
|---|-----------|--|----------------------|
| 1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Atwater 750 Bellevue Road Atwater, CA 95301 | | 4. AWARD NUMBER: 2016-DJ-BX-0039 | |
| | | 5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017 | |
| 2a. GRANTEE IRS/VENDOR NO. 946002856 | | 6. AWARD DATE 08/18/2016 | 7. ACTION Initial |
| 2b. GRANTEE DUNS NO. 004948113 | | 8. SUPPLEMENT NUMBER 00 | |
| 3. PROJECT TITLE Atwater Police Department Radar Speed Trailers | | 9. PREVIOUS AWARD AMOUNT \$ 0 | |
| | | 10. AMOUNT OF THIS AWARD \$ 14,513 | |
| | | 11. TOTAL AWARD \$ 14,513 | |
| 12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S). | | | |
| 13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq. | | | |
| 14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program | | | |
| 15. METHOD OF PAYMENT GPRS | | | |
| AGENCY APPROVAL | | GRANTEE ACCEPTANCE | |
| 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director | | 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Frank Pietro Police Chief | |
| 17. SIGNATURE OF APPROVING OFFICIAL | | 19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL | 19A. DATE |
| AGENCY USE ONLY | | | |
| 20. ACCOUNTING CLASSIFICATION CODES | | 21. RDJUGT0347 | |
| FISCAL YEAR | FUND CODE | BUD. ACT. | DIV. REG. |
| | | OFC. | SUB. |
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OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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I. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

25. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

26. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



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27. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
31. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
32. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



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34. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

35. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
36. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



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38. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
39. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
40. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
41. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
42. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
43. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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SPECIAL CONDITIONS

45. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
 46. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
 47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
 48. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
 49. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
50. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Atwater

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2016-DJ-BX-0039

PAGE 1 OF 1

This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Patrick Fines
(202) 353-0587

2. PROJECT DIRECTOR (Name, address & telephone number)

Lori Waterman
Grants Manager
750 Bellevue Road
Atwater, CA 95301-2867
(209) 357-6206

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Atwater Police Department Radar Speed Trailers

5. NAME & ADDRESS OF GRANTEE

City of Atwater
750 Bellevue Road
Atwater, CA 95301

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 14,513

10. DATE OF AWARD

08/18/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grant recipient will use the JAG award to purchase a radar speed display trailer and related equipment for the city police department. The display trailer will be placed in high speed areas and school zones to help achieve the goal of reducing pedestrian injuries and fatalities. NCA/NCF

August 24, 2016

Honorable Mayor and Members
of the Atwater City Council

City Council Meeting
of September 12, 2016

**RESOLUTION RE-ADOPTING CONFLICT OF INTEREST
CODE**

RECOMMENDATION:

It is recommended that the City Council consider:

- Adopting Resolution No. 2919-16 re-adopting the City of Atwater's Conflict of Interest Code.

BACKGROUND:

The Political Reform Act, Government Code Section 87300 et seq., requires every local government to conduct a biennial review of its Conflict of Interest Code to determine whether amendments to the Code are necessary. Amendments may be necessary to reflect new or different employee positions within the City, to delete positions that have changed or no longer exist, and also to ensure that the Code complies with any changes to state law that have occurred within the past two years.

ANALYSIS:

As part of this year's biennial review, staff has determined that the City's Conflict of Interest Code should be re-adopted. Resolution No. 2919-16 amends, repeals and supersedes all previous adopted and amended resolutions regarding the City of Atwater Conflict of Interest Code.

Amendments to the City's Conflict of Interest Code must be adopted by December 31, 2016. Upon adoption, the City's Conflict of Interest Code will be current, and the City will have met its obligation to conduct a biennial review of the Code pursuant to the requirements of the Political Reform Act.

FISCAL IMPACT:

There is no fiscal impact associated with updating the City's Conflict of Interest Code.

CONCLUSION:

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

Respectfully submitted,



Jeanna Del Real, CMC
City Clerk/Human Resources Director



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 2919-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER RE-ADOPTING THE CITY OF ATWATER CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 87300 et seq., requires state and local government agencies to adopt a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted Regulation, 2 California Code of Regulations, Section 18730, the terms of which are incorporated herein by reference, and which may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act; and

WHEREAS, the City of Atwater, hereinafter the "City," amend its Conflict of Interest Code to conform to the terms of 2 California Code of Regulations, Section 18730, and in addition, adds definitions in **Appendix "A"**, attached hereto, and amends the list of designated City employees in **Appendix "B"**, attached hereto, that shall be required to disclose financial interests pursuant to the disclosure category specified in **Appendix "C"**, attached hereto; and

WHEREAS, all previous resolutions amending the City's Conflict of Interest Code shall be repealed and superseded upon the adoption of the amended conflict of interest code attached hereto.

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

Section 1: All previous resolutions amending the City's Conflict of Interest Code are hereby repealed and superseded by Resolution No. 2919-16.

Section 2: The provisions of Regulation, 2 California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated herein by reference and, along with the attached **Appendix "B"** and **Appendix "C"**, in which City employees are designated and the disclosure category is set forth, constitute the Conflict of Interest Code of the City of Atwater.

Section 3: Pursuant to Regulation, 2 California Code of Regulations, Section 18730(b) (4), designated employees of the City shall file statements of economic interests with the City Clerk. Any designated employee already required to submit a disclosure statement (Form 700) pursuant to Government Code Section 87203 may submit a copy of that statement in lieu of any filing required by this Code, provided that no additional disclosure would be required by this Code.

Section 4: Individuals holding the designated positions outlined in Appendix "B" shall file their statements with the City Clerk, who shall be and shall perform the duties of the filing officer for the City of Atwater. Statements will be available for inspection and reproduction pursuant to Government Code Section 81008.

Section 5: Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done, or omission, or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

The foregoing resolution is hereby adopted this 12th day of September, 2016.

AYES:

NOES:

ABSENT:

APPROVED

JAMES E. PRICE, MAYOR

ATTEST:

**JEANNA DEL REAL, CMC
CITY CLERK**

**CITY OF ATWATER
CONFLICT OF INTEREST CODE
APPENDIX "A"**

1. **"Public Official"** means a member, officer, employee, or consultant of a state or local government agency. The term "public official" also includes individuals who perform the same or substantially the same duties as an individual holding an office or a position listed in Government Code Section 87200, including "other public officials who manage public investments" as that term is defined in 2 California Code of Regulations Section 18720.
2. **"Member"** shall include, but not be limited to, salaried or unsalaried members of boards or commissions with decision-making authority. A board or commissions possess decision-making authority whenever:
 - (A) It may make a final governmental decision;
 - (B) It may compel a governmental decision, or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto which may not be overridden; or,
 - (C) It makes substantive recommendations, which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.
3. **"Designated Employee"** is an officer, employee, member, or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decision which may foreseeable have a material effect on any financial interest. (Government Code Section 82019)
 - (A) Making a governmental decision means the person:
 1. Votes on a matter;
 2. Appoints a person;
 3. Obligates or commits his or her agency to any course of action; or,
 4. Enters into any contractual agreement on behalf of his or her agency.
 - (B) Participating in the making of a decision, means the person:
 1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or,

2. Advises or makes recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

(C) The term "designated employee" does not include:

- Public officials specified in Government Code Section 87200:

City Council Members

Mayors

City Managers

City Attorneys

City Treasurers

Other city, county and local agency public officials who manage public investments

- Solely clerical, ministerial or manual positions
- Unsalaries members of boards or commissions, which are solely advisory

4. "Consultant" means an individual whom, pursuant to a contract with the City of Atwater:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract, which requires agency approval;
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any subdivision thereof; or,

(B) Serves in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

**CITY OF ATWATER
CONFLICT OF INTEREST CODE
APPENDIX "B"**

The following is a listing of those designated individuals who are required to submit Statements of Economic interests pursuant to the Political Reform Act of 1974, as amended:

Public Officials:

Mayor/Chairperson

City Council Member/Successor Agency to the Redevelopment Agency Board Member/Fire Protection District Board Member/Public Improvement Corporation Board Member/Public Financing Authority Board Member/Housing Authority Board Member

City Manager/Executive Director

City Attorney/Agency General Counsel/Authority General Counsel

Finance Officer

District Treasurer

Community Development and Resources Commissioner

Members:

Disclosure Category

City Council Boards:

All boards and Commissions Category 1 Fliers

City Council

Successor Agency to the Redevelopment Agency

Public Financing Authority

Public Improvement Corporation

Housing Authority

Fire Protection District

Citizen Commissions, Committees, and Boards:

Community Development and Resources Commission

| <u>Designated Positions</u> | <u>Disclosure Category</u> |
|------------------------------------|-----------------------------------|
| Accountant II | |
| CAL FIRE Battalion Chief | 1 |
| CAL FIRE Unit Chief | 1 |
| City Manager | 1 |
| Chief Building Official | 1 |
| City Clerk | 1 |
| Community Development Director | 1 |
| Community Services Director | 1 |
| Consultants | 1 |
| Deputy City Attorney | 1 |
| Deputy Director of Engineering | 1 |
| Finance Director | 1 |
| Human Resources Director | 1 |
| Public Works Director | 1 |
| Recreation Supervisor | 1 |
| Police Chief | 1 |
| Police Lieutenant | 1 |
| Senior Planner | 1 |
| Sewer Division Manager | 1 |
| Streets Division Manager | 1 |
| Water Division Manager | 1 |

Consultants

*Consultants for purposes of this Conflict of Interest Code are defined as individuals that provide, under contract, information or advice to the City that may entails participation in the making of decisions, recommendations, or counsel to the City, and which may have a foreseeable material effect on any financial interest of the consultant. Consultants, as defined above, are included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following:

The City Manager may determine in writing that a particular consultant, although in a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this code. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and

location as this conflict of interest code.

**CITY OF ATWATER
CONFLICT OF INTEREST CODE
APPENDIX "C"**

Disclosure Category

Individuals holding designated positions must report their interest according to the following disclosure category.

Category I – Full Disclosure:

Interest in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the City of Atwater; and investments and business positions in business entities, and income, including loans; gifts, and travel payments, from all sources.

2016 Local Agency Biennial Notice

Name of Agency: City of Atwater

Mailing Address: 750 Bellevue Road, Atwater, CA 95301

Contact Person: Jeanna Del Real Phone No. 209-357-6207

Email: jdelreal@atwater.org Alternate Email: msaavedra@atwater.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

September 6, 2016

Honorable Mayor and Members
of the Atwater City Council

City Council Meeting
of September 12, 2016

**CONGESTION MANAGEMENT AND AIR QUALITY (CMAQ)
PROJECTS CML-5254(023) WHEEL LOADER REPLACEMENT
PROJECT; CML-254(024) TRACTOR LOADER REPLACEMENT
PROJECT; CML-5254(025) REPLACEMENT TWO (2) DUMP TRUCKS
PROJECT**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2921-16, authorizing and directing the City Manager or his designee to execute any agreements or documents, in a form approved by the City Attorney, on behalf of the City, relating to CMAQ Projects CML-5254(023) Wheel Loader Replacement Project; and
2. Adopting Resolution No. 2922-16, authorizing and directing the City Manager or his designee to execute any agreements or documents, in a form approved by the City Attorney, on behalf of the City, relating to CMAQ Projects CML-5254(024) Tractor Loader Replacement Project; and
3. Adopting Resolution No. 2923-16, authorizing and directing the City Manager or his designee to execute any agreements or documents, in a form approved by the City Attorney, on behalf of the City, relating to CMAQ Projects CML-5254(025) Dump Truck Replacement Project (Two).

BACKGROUND:

The Air Resources Board (ARB) identified particulate emissions from diesel-fueled engines as toxic air contaminants in August 1998. Compared to other air toxics, diesel particulate matter emissions are estimated to be responsible for about 70 percent of the total ambient air toxic risk.

In February 2013, the City was approved for Congestion Management and Air Quality (CMAQ) funding for the purchase of one (1) new, tier 4-powered title 23 Wheel Loader to replace an older diesel piece of equipment; one (1) new, tier 4-powered title 23 Tractor Loader to replace an older diesel piece of equipment; and two (2) new, tier 4-powered title 23 Dump Trucks to replace two older diesel pieces of equipment. The award in the amount of \$219,140 will fund 100% of the Wheel Loader Project, \$98,053 will fund 100% of the Tractor Loader Project, and \$184,512 will fund 100% of the Dump Trucks Project, with no local match to the City. An authorization to proceed (E-76) was approved on June 3, 2016.

ANALYSIS:

As a condition to the payment by the State obligated to this Project, the City of Atwater must accept and comply with the special covenants listed in the Program Supplement. Program Supplement Agreement No. 018-F (**EXHIBIT “A”**), Program Supplement Agreement No. 019-F (**EXHIBIT “B”**), Program Supplement Agreement No. 020-F (**EXHIBIT “C”**) adopts and incorporates the Administering Agency State Agreement No. 10-5254F 15 for Federal Aid entered into between the City of Atwater and the State on June 3, 2016. No invoices for reimbursement can be processed until the Agreement is fully executed and returned to the Department of Transportation Office of Project Implementation.

FISCAL IMPACT:

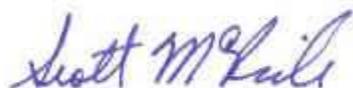
Failure to submit the required Agreement and resolution will cause the awarded funds to be disencumbered and/or de-obligated.

The CMAQ grant funding approved for the Wheel Loader was \$219,140 with no local Match. Funding for this project was budgeted in the General Fund Capital Projects for FY 2016-17, General Fund Capital, CMAQ Grant Wheel Loader Replacement, Account No. 0003.1080.M002. The CMAQ grant funding approved for the Tractor Loader was \$98,053 with no local Match. Funding for this project was budgeted in the General Fund Capital Projects for FY 2016-17, General Fund Capital, CMAQ Grant Tractor Loader Replacement, Account No. 0003.1080.M003. The CMAQ grant funding approved for the two (2) Dump Trucks was \$184,512 with no local Match. Funding for this project was budgeted in the General Fund Capital Projects for FY 2016-17, General Fund Capital, CMAQ Grant Dump Trucks Replacement, Account No. 0003.1080.M004.

CONCLUSION:

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

Respectfully submitted,



Scott McBride
Community Development Director

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

June 8, 2016



File : 10-MER-0-ATW
CML-5254(023)
City of Atwater



Mr. Scott McBride
Community Development Director
City of Atwater
750 Bellevue Road
Atwater, CA 95301

Attn: Ms. Lori Waterman

Dear Mr. McBride:

Enclosed are two originals for both the Administering Agency-State Agreement No. 10-5254F15, Program Supplement Agreement No. 018-F and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

The Master Agreement has been revised to incorporate the various changes in regulations and policies.

Please sign both copies of these two Agreements and return them to this office, Office of Local Assistance - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreements will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreements are fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


WINTON EMMETT, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(10) DLAE - Parminder Sing

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 06/07/2016
D_CO_RT: 10-MER-0-ATW
Project No: CML-5254(023)
Adv Project Id: 1016000055
Period of Performance End Date: 02/28/2018
Agreement End Date: 11/30/2019

Attention: City of Atwater

| FINANCE ITEMS | PRO RATA OR LUMP SUM | TOTAL COST OF WORK | FEDERAL PART. COST | FED. REIMB % | FEDERAL MOE3 | LOCAL |
|----------------|----------------------|--------------------|--------------------|--------------|--------------|--------|
| Construction | Lump Sum | \$219,140.00 | \$219,140.00 | 100.00% | \$219,140.00 | \$0.00 |
| Totals: | | \$219,140.00 | \$219,140.00 | 0.00% | \$219,140.00 | \$0.00 |

Fed. Partic: 100.00% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 

Title: HQ Area Engineer

For questions regarding finance letter, contact:
Printed Name : David Giongco
Telephone No: 916-653-4797

Remarks: Toll credits to be used in lieu of local match

| ACCOUNTING INFORMATION | | | | | | Cooperative Work Agreement | | | | |
|------------------------|--------------|-------------|-----------|--------------------|--------------|----------------------------|---------------------|----------------|-----------------|-----------------|
| ADV. PROJECT ID | APPROP. UNIT | STATE PROG. | FED/STATE | ENCUMBRANCE AMOUNT | APPROP. YEAR | EXPENDITURE AMOUNT | ENCUMBRANCE BALANCE | REVERSION DATE | APPROVED AMOUNT | EXPIRATION DATE |
| 1016000055 | 16102F | 2030010820 | F | \$219,140.00 | 1516 | \$0.00 | \$219,140.00 | 06/30/21 | | |

PROGRAM SUPPLEMENT NO. F018
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5254F15

Adv Project ID 1016000055 **Date:** June 2, 2016
Location: 10-MER-0-ATW
Project Number: CML-5254(023)
E.A. Number:
Locode: 5254

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

City of Atwater

TYPE OF WORK: Equipment Purchase: One Tier-4 Compliant Wheel Loader

LENGTH: 0.0(MILES)

| Estimated Cost | Federal Funds | | Matching Funds | | |
|----------------|---------------|--------------|----------------|--|--------|
| | M0E3 | | LOCAL | | OTHER |
| \$219,140.00 | | \$219,140.00 | \$0.00 | | \$0.00 |

CITY OF ATWATER

STATE OF CALIFORNIA
Department of Transportation

By _____
 Title _____
 Date _____
 Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 6/3/16 \$219,140.00

| Chapter | Statutes | Item | Year | Program | BC | Category | Fund Source | AMOUNT |
|---------|----------|------|------|---------|----|----------|-------------|--------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

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E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In accordance with the Final Guidance on the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, as described in VII.D.12 of the Federal Register / Vol. 73, No. 203 / Monday, October 20, 2008 / Notices, documentation to verify retirement of the equipment being replaced will be provided by the ADMINISTERING AGENCY to the Caltrans District Local Assistance Engineer (DLAE) as an attachment to the Final Report of Expenditures.

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



June 8, 2016

File : 10-MER-0-ATW
CML-5254(024)
City of Atwater

Mr. Scott McBride
Community Development Director
City of Atwater
750 Bellevue Road
Atwater, CA 95301

Attn: Ms. Lori Waterman



Dear Mr. McBride:

Enclosed are two originals of the Program Supplement Agreement No. 019-F to Administering Agency-State Agreement No. 10-5254F15 and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


WINTON EMMETT, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(10) DLAE - Parminder Singh

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 06/07/2016
 D_CO_RT: 10-MER-0-ATW
 Project No: CML-5254(024)
 Adv Project Id: 1016000056
 Period of Performance End Date: 02/28/2018
 Agreement End Date: 11/30/2019

EA No:

Attention: City of Atwater

| FINANCE ITEMS | PRO RATA OR LUMP SUM | TOTAL COST OF WORK | FEDERAL PART. COST | FED. REIMB % | FEDERAL Z003 | LOCAL |
|----------------|----------------------|--------------------|--------------------|--------------|--------------|--------|
| Construction | Lump Sum | \$98,053.00 | \$98,053.00 | 100.00% | \$98,053.00 | \$0.00 |
| Totals: | | \$98,053.00 | \$98,053.00 | 0.00% | \$98,053.00 | \$0.00 |

Fed. Partic: 100.00% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 

For questions regarding finance letter, contact:

Printed Name : David Giongco
 Telephone No: 916-653-4797

Title: HQ Area Engineer

Remarks: Toll credits to be used in lieu of local match

| ACCOUNTING INFORMATION | | | | | | | Cooperative Work Agreement | | | |
|------------------------|--------------|-------------|-----------|--------------------|--------------|--------------------|----------------------------|----------------|-----------------|-----------------|
| ADV. PROJECT ID | APPROP. UNIT | STATE PROG. | FED/STATE | ENCUMBRANCE AMOUNT | APPROP. YEAR | EXPENDITURE AMOUNT | ENCUMBRANCE BALANCE | REVERSION DATE | APPROVED AMOUNT | EXPIRATION DATE |
| 1016000056 | 16102F | 2030010820 | F | \$98,053.00 | 1516 | \$0.00 | \$98,053.00 | 06/30/21 | | |

PROGRAM SUPPLEMENT NO. F019
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5254F15

Adv Project ID **Date:** June 2, 2016
1016000056 **Location:** 10-MER-0-ATW
Project Number: CML-5254(024)
E.A. Number:
Locode: 5254

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

City of Atwater

TYPE OF WORK: Equipment Purchase: One Tier-4 Compliant 100 HP Tractor Loader **LENGTH:** 0.0(MILES)

| Estimated Cost | Federal Funds | | Matching Funds | | |
|----------------|---------------|-------------|----------------|--|--------|
| | Z003 | | LOCAL | | OTHER |
| \$98,053.00 | | \$98,053.00 | \$0.00 | | \$0.00 |

CITY OF ATWATER

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 6/3/16 \$98,053.00

| Chapter | Statutes | Item | Year | Program | BC | Category | Fund Source | AMOUNT |
|---------|----------|------|------|---------|----|----------|-------------|--------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

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DEPARTMENT OF TRANSPORTATION

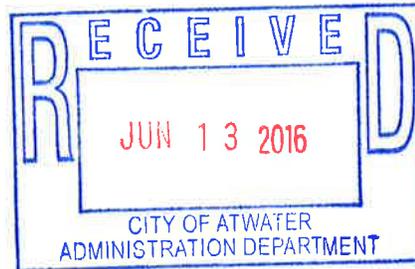
Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



June 8, 2016

File : 10-MER-0-ATW
CML-5254(025)
City of Atwater

Mr. Scott McBride
Community Development Director
City of Atwater
750 Bellevue Road
Atwater, CA 95301



Attn: Ms. Lori Waterman

Dear Mr. McBride:

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Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


FR WINTON EMMETT, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(10) DLAE - Parminder Singh

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 06/07/2016
EA No:
D_CO_RT: 10-MER-0-ATW
Project No: CML-5254(025)
Adv Project Id: 1016000057
Period of Performance End Date: 02/28/2018
Agreement End Date: 11/30/2019

Attention: City of Atwater

| FINANCE ITEMS | PRO RATA OR LUMP SUM | TOTAL COST OF WORK | FEDERAL PART. COST | FED. REIMB % | FEDERAL 2003 | LOCAL |
|----------------|----------------------|--------------------|--------------------|--------------|--------------|--------|
| Construction | Lump Sum | \$184,512.00 | \$184,512.00 | 100.00% | \$184,512.00 | \$0.00 |
| Totals: | | \$184,512.00 | \$184,512.00 | 0.00% | \$184,512.00 | \$0.00 |

Fed. Partic: 100.00% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 

Title: HQ Area Engineer

For questions regarding finance letter, contact:
Printed Name : David Giongco
Telephone No: 916-653-4797

Remarks: SEQ.1 authorizing CON. Toll credits to be used in lieu of local match

| ACCOUNTING INFORMATION | | | | | | Cooperative Work Agreement | | | |
|------------------------|--------------|-------------|-----------|--------------------|--------------|----------------------------|----------------|-----------------|-----------------|
| ADV. PROJECT ID | APPROP. UNIT | STATE PROG. | FED/STATE | ENCUMBRANCE AMOUNT | APPROX. YEAR | EXPENDITURE AMOUNT | REVERSION DATE | APPROVED AMOUNT | EXPIRATION DATE |
| 1016000057 | 16102F | 2030010820 | F | \$184,512.00 | 1516 | \$0.00 | 06/30/21 | | |
| | | | | \$184,512.00 | 1516 | \$0.00 | 06/30/21 | | |

PROGRAM SUPPLEMENT NO. F020
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5254F15

Adv Project ID **Date:** June 2, 2016
 1016000057 **Location:** 10-MER-0-ATW
 Project Number: CML-5254(025)
 E.A. Number:
 Locode: 5254

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

City of Atwater

TYPE OF WORK: Equipment Purchase: Two (2) Tier-4 Compliant Dump Trucks

LENGTH: 0.0(MILES)

| Estimated Cost | Federal Funds | | Matching Funds | |
|----------------|---------------|--|----------------|--------|
| | Z003 | | LOCAL | OTHER |
| \$184,512.00 | \$184,512.00 | | \$0.00 | \$0.00 |

CITY OF ATWATER

STATE OF CALIFORNIA
Department of Transportation

By _____
 Title _____
 Date _____
 Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 6/3/16 \$184,512.00

| Chapter | Statutes | Item | Year | Program | BC | Category | Fund Source | AMOUNT |
|---------|----------|------|------|---------|----|----------|-------------|--------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In accordance with the Final Guidance on the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, as described in VII.D.12 of the Federal Register / Vol. 73, No. 203 / Monday, October 20, 2008 / Notices, documentation to verify retirement of the equipment being replaced will be provided by the ADMINISTERING AGENCY to the Caltrans District Local Assistance Engineer (DLAE) as an attachment to the Final Report of Expenditures.



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. 2921-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AUTHORIZING AN DIRECTING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO CONGESTION MANAGEMENT AND AIR QUALITY (CMAQ) PROJECT CML-5254(023) WHEEL LOADER REPLACEMENT PROJECT

WHEREAS, the City of Atwater is eligible to receive Federal and/or State funding for certain projects; and

WHEREAS, Program Supplemental Agreement No. 018-F to Administering Agency-State Agreement No. 10-5254F15 is required to proceed with the project; and

WHEREAS, an authorizing Resolution identifying the project and the Official authorized to execute documents on behalf of the City must be attached to the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater that the City Manager, or his/her designee, is hereby authorized and directed to act on the City's behalf and sign all required documents related to CMAQ Project CML-5254(023) Wheel Loader Replacement Project.

The foregoing resolution is hereby adopted this 12th day of September, 2016.

AYES:

NOES:

ABSENT:

APPROVED:

JAMES E. PRICE, MAYOR

ATTEST:

**JEANNA DEL REAL, CMC
CITY CLERK**



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. 2922-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO CONGESTION MANAGMENT AND AIR QUALITY (CMAQ) PROJECT CML-5254(024) TRACTOR LOADER REPLACEMENT PROJECT

WHEREAS, the City of Atwater is eligible to receive Federal and/or State funding for certain projects; and

WHEREAS, Program Supplemental Agreement No. 019-F to Administering Agency-State Agreement No. 10-5254F15 is required to proceed with the project; and

WHEREAS, an authorizing Resolution identifying the project and the Official authorized to execute documents on behalf the City must be attached to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Atwater that the City Manager, or his/her designee, is hereby authorized and directed to act on the City's behalf and sign all required documents related to CMAQ Project CML-5254(024) Tractor Loader Replacement Project.

The foregoing resolution is hereby adopted this 12th day of September, 2016.

AYES:

NOES:

ABSENT:

APPROVED:

JAMES E. PRICE, MAYOR

ATTEST:

**JEANNA DEL REAL, CMC
CITY CLERK**



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. 2923-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO CONGESTION MANAGMENT AND AIR QUALITY (CMAQ) PROJECT CML-5254(025) REPLACEMENT OF TWO (2) DUMP TRUCKS

WHEREAS, the City of Atwater is eligible to receive Federal and/or State funding for certain projects; and

WHEREAS, Program Supplemental Agreement No. 020-F to Administering Agency-State Agreement No. 10-5254F15 is required to proceed with the project; and

WHEREAS, an authorizing Resolution identifying the project and the Official authorized to execute documents on behalf the City must be attached to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Atwater that the City Manager, or his/her designee, is hereby authorized and directed to act on the City's behalf and sign all required documents related to CMAQ Project CML-5254(025) Dump Truck Replacement Project.

The foregoing resolution is hereby adopted this 12th day of September, 2016.

AYES:

NOES:

ABSENT:

APPROVED:

JAMES E. PRICE, MAYOR

ATTEST:

**JEANNA DEL REAL, CMC
CITY CLERK**

August 22, 2016

Honorable Mayor and Members
of the Atwater City Council

City Council Meeting
of September 12, 2016

**AWARDING PROFESSIONAL SERVICES AGREEMENT FOR
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 7**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Awarding a contract, in a form approved by the City Attorney, for Professional Services for Preliminary Engineering (PE) of the Highway Safety Improvement Program (HSIP) Cycle 7 for Signal Modification at Shaffer Road and Juniper Avenue, to Mott MacDonald of Gilroy, California in an amount not to exceed \$46,610; and
2. Authorizing and directing the City Manager to execute the Professional Services Agreement on behalf of the City.

BACKGROUND:

In April of 2015, staff submitted a Cycle 7 Highway Safety Improvement Program (HSIP) Application on behalf of the City for replacing existing permissive left turn phasing for Juniper Avenue with protective left turn phasing (split phasing); installing ADA compliant ramps, high visibility x-walks & ADA compliant ped push buttons; and to modify the signing and striping at the intersection of Shaffer Road at Juniper Avenue.

On December 7, 2015, staff received notification that the City was awarded the HSIP Cycle 7 funding (HSIP7-10-001) with a total project amount of \$183,000, a local match of 10%, and Federal Funds of \$164,700 (attached hereto as EXHIBIT "A").

Staff solicited proposals for Professional Services to perform Preliminary Design Engineering (PE) and Construction Engineering (CE) for the Signal Modification Project at the intersection of Shaffer Road and Juniper Avenue, City Project No. 16-01.

Proposal notices were distributed on July 11, 2016 with a due date of August 2, 2016 by 5:00 PM.

ANALYSIS:

One (1) proposal was received. After review and careful consideration of the selection criteria, a sub-committee made up of two (2) staff members unanimously made a recommendation, based on budget, experience and approach, to select the proposal submitted by Mott MacDonald of Gilroy, California in an amount not to exceed \$46,610 (attached hereto as EXHIBIT "B"). The Professional Services Agreement, Scope of

Services, and Fee Schedule for the Preliminary Design and Engineering for the Signal Modification Project at the intersection at Shaffer Road and Juniper Avenue is attached hereto as EXHIBIT “C”.

FISCAL IMPACT:

Sufficient funding for this project is contained in the Capital Improvement Plan for FY 2016/17; General Fund Capital, HSIP Grant, Account No. 0003.1080.N001. The City’s local match will consist of In-Kind and Volunteer Assistance.

CONCLUSION:

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

Respectfully submitted,



Scott McBride
Community Development Director

December 7, 2015

Mr. Scott Mc Bride
Community Development Director
City of Atwater
750 Bellevue Road
Atwater, CA 95301

Dear Mr. Mc Bride:

Congratulations! The following project which you submitted for Highway Safety Improvement Program (HSIP) Cycle 7 funding, has been selected for implementation:

Program: HSIP

Project Description: Replace existing permissive left turn phasing for Juniper Avenue with protective left turn phasing (split phasing); install ADA complaint ramps, high visibility x-walks & ADA compliant ped push buttons; and modify the signing and striping.

Project Location: The intersection of Shaffer Road with Juniper Avenue

Total Project Cost: \$183,000.00

Federal Funds: \$164,700.00

To view the complete statewide project listing, please visit the HSIP website at: http://www.dot.ca.gov/hq/LocalPrograms/HSIP/prev_cycle_results.htm.

In Cycle 7, 182 projects were selected from a pool of 213 applications. All projects competed based on their Benefit Cost Ratio and properly proposed traffic safety countermeasures set forth in the Call for Projects. The selected HSIP projects, totaling \$160.8 million, will utilize the available HSIP programming capacity in the 2016 Federal Statewide Transportation Improvement Plan (FSTIP).

While Caltrans congratulates you on competing successfully for HSIP funding, your agency is expected to expedite the delivery of this safety project(s) wherever practical. For all HSIP projects, Caltrans now requires agencies to meet the following three key delivery deadlines:

1. The deadline for Request Authorization to Proceed with Preliminary Engineering (PE) is September 30, 2016
2. The deadline for Request Authorization to Proceed with Construction (CON) is September 30, 2019
3. FTIP funding for a Cycle-7 project will be de-obligated unless the CON for the project is authorized on or before January 1, 2021

Caltrans will track the delivery of these selected HSIP projects and prepare a quarterly report showing the delivery performance of each project, and this quarterly report will be posted at the website:

http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm

Projects that miss milestones per the HSIP guidelines will be flagged in these reports. If an agency has a flag for late CON authorization, Caltrans will not accept HSIP applications from the agency during future open cycle 'call for projects' unless the flag is removed with an agreeable and acceptable future project CON date.

Mr. Mc Bride
December 7, 2015
Page 2 of 2

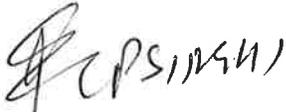
The MCAG will be informed of each project being approved for funding. Caltrans Headquarters (HQ) staff will work with MCAG to include each project in their next FSTIP Amendment. It is your agency's responsibility to track your Metropolitan Planning Organizations (MPO's) FSTIP Amendments to confirm the Federal Highway Administration (FHWA) approval of your project. Then, your agency may submit a request for authorization (RFA) to begin reimbursable work on the project in accordance with federal-aid project implementation procedures.

Your agency is encouraged to finish your non-reimbursable efforts of completing activities and preparing documents required for your first RFA to proceed with your project. These efforts can and should begin now in anticipation of your project(s) being included in approved FSTIP. Please contact Baldev Mann to arrange for an on-site field review to evaluate and assess the entire scope of the safety project. A field review form can be found in the Local Assistance Procedures Manual or at the HQ Local Assistance Division website: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.

Given that HSIP safety projects are lump-sum programmed in the FSTIP, it is expected that one or more phases of a project delivery schedule may not match the FFY in the FSTIP. When this occurs, local agencies should file the RFA using the Expedited Project Selection Procedure. More information about the EPSP procedures for delivering HISP safety projects can be found at the HQ Local Assistance Division website: http://www.dot.ca.gov/hq/LocalPrograms/HSIP/delivery_status.htm.

If you have further questions, please feel free to contact Baldev Mann at (209) 948-3753, or at baldev_mann@dot.ca.gov.

Sincerely,



PARMINDER SINGH
District Local Assistance Engineer

c: MCAG

CITY OF ATWATER
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

BID SUMMARY

SIGNAL MODIFICATION AT SHAFFER ROAD/JUNIPER AVENUE

Project No. 16-1
HSIP7-10-001

Bid Opening: August 2, 2016 at 2:00 PM

| No. | Contractor | Bid Total |
|-----|---|-----------|
| 1 | Mott MacDonald 1300-B First Street Gilroy, Ca 95020 | \$46,610 |
| | | |
| | | |

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF ATWATER AND**

This Professional Services Agreement ("Agreement") for consulting services is made by and between the City of Atwater ("City") and Mott MacDonald ("Consultant") as of September 13, 2016 (the "Effective Date"). City and Consultant shall be referred to herein separately as a "Party" and collectively as "Parties".

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City Consulting Services for Preliminary Design Engineering as described in the Scope of Services attached hereto and incorporated herein as Exhibit "A", at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall prevail.

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Kforty six thousand six hundred ten dollars (\$46,610) on a time-and-materials basis and in accordance with the hourly rates and charges more particularly described in the Fee Schedule attached hereto and incorporated herein as Exhibit "B", notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's Fee Schedule, attached as Exhibit "B", regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically

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

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

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

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

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

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

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

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

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the Fee Schedule attached hereto as Exhibit "B".

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit "B", and shall not exceed the amounts described in Exhibit "B". Expenses not listed in Exhibit "B" are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

4.3 Professional Liability Insurance.

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

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

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

Section 6. STATUS OF CONSULTANT.

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

- 8.6.1** Immediately terminate the Agreement;

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

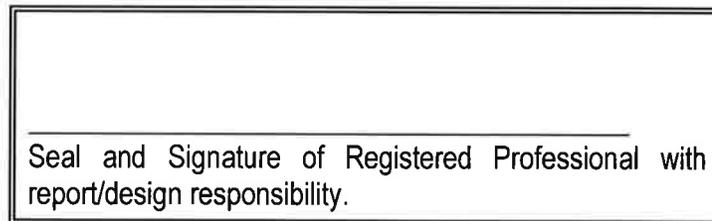
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by **Community Development Director McBride**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

Mott MacDonald
Keith Higgins, PE, TE
Vice President
1300-B First Street
Gilroy, CA 95020

Any written notice to City shall be sent to:

City of Atwater
Scott McBride, Community Development Director
750 Bellevue Road
Atwater, CA 95301

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



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

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

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

CITY OF ATWATER

CONSULTANT

Frank Pietro, City Manager

**Keith Higgins, PE,TE
Vice President**

Attest:

**Jeanna Del Real, CMC
City Clerk**

Approved as to Form:

Thomas Terpstra, City Attorney

EXHIBIT A

SCOPE OF SERVICES



F. Proposed Scope of Work and Schedule

The City of Atwater (City) has recently received federal funds for traffic signal modification improvements at the intersection of Shaffer Road and Juniper Avenue. Based on our past experience working with federally funded project, all design prepared by the Mott MacDonald (MM) Team will comply with the latest state standards (2015 Caltrans Standard Plans & Specifications). In addition, MM has teamed with Blair, Church, & Flynn (BCF), a DBE certified consultant, to meet the DBE goal for federally funding projects. The MM Team, which consists of MM and BCF, will be able to perform all of the design and analysis requested for the intersection and signal modification improvements for this project. Improvements for this project include modifying the existing signal from a permissive left turn phasing on Juniper Ave to split phasing, installing ADA compliant ramps and pedestrian push buttons, and restriping existing crosswalks to high visibility crosswalks.

Proposed Work Scope

Per the RFP, the City intends to have the approved final design by summer of 2017. Individual tasks necessary to prepare Plans, Specifications, and Estimates (PS&E) for the signal modification improvements with a target to meet the City's final design approval date are listed below.

Task 1 – Project Kick-off Meeting

MM staff will coordinate with City staff to clarify the City's intent for the project site, and to focus on the more critical items first. Any known issues and constraints will also be discussed and taken into consideration for the design of the improvements.

Task 1 Deliverables: Meeting minutes

Task 2 – Project Management

As part of the project coordination, it is expected that several project meetings will be held at key stages of the project. For example, meetings might be held between BCF and MM staff prior to major submittals; meetings might be held with City staff during the review of certain submittals; and meetings may be held with all project team members when issues arise that require everyone's input to arrive at a solution. For this task, MM has budgeted three (3) meetings (in addition to the project kick-off meeting).

EXHIBIT A

SCOPE OF SERVICES

Task 3 – Prepare Environmental Assessment

During Project initiation, the MM environmental team will meet with the City to discuss expectations and concerns, review the key project issues, available information, goals and delivery schedule. The MM Team will coordinate with the City to determine the CEQA/NEPA declaration document required, and provide the necessary supporting documents to procure CEQA/NEPA approval. At this time, the MM Team does not foresee environmental clearance documentation beyond what is described here due to the minimal environmental impact of the proposed project. In the event that an environmental impact report (EIR) or environmental impact statement (EIS) is required, the MM Team will prepare a proposal for additional consultation. The initial study (IS) and environmental assessment (EA) generated will meet the requirements of CEQA/NEPA approval, as well as the local requirements, according to the Caltrans Local Assistance Procedures Manual Chapter 6. This proposal does not include any technical studies. If technical studies are required or requested, the MM Team can provide a proposal for additional studies. Upon completion of the City's review of the IS and EA, the MM Team will address one round of comments. The MM Team does not propose to provide consultation for AB52 clearance at this time. If the client requests such consultation, a proposal for this task can be provided. Furthermore, the MM Team will provide coordination of public review and preparation of response to comments. In the event that an unusually large amount of comments on the IS/EA are received, additional consultation may be necessary. The MM Team does not foresee any environmental permits required from the California Department of Fish and Wildlife or the Corps of Engineers. This proposal does not include any NPDES permitting or other such construction-related permitting services or surveys. If such services are requested, the MM Team will prepare a proposal for additional consultation.

Throughout the duration of the CEQA/NEPA clearance process for the proposed Project, the MM Team will develop and maintain a status report that will outline the required actions of parties involved, action deadlines and status to ensure that the Project stays on budget and schedule.

Task 3 Deliverables: Environmental Assessment Report Documentation and Environmental Permitting

Task 4 – Perform Topography Survey, Coordinate with Utility Companies, & Develop Base Map

To develop a base map, the Team will use conventional surveying methods coupled with GPS to establish control for topography work and perform "utility sweeps" (gathering visual surface evidence of underground utilities). Conventional methodology will be used to gather invert elevations of the sewer and storm drainage infrastructures. The specific areas of work for this task will be coordinated between the Team and City staff during the on-site visit.

Also as part of this task, the MM Team will conduct an office-based utility conflict avoidance effort with known local utility companies to identify existing utilities. Utility company responses, as-built data and plats, if any, will be incorporated into the topographical mapping. This approach to sub surface utility engineering is Quality Level D according to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

EXHIBIT A

SCOPE OF SERVICES

Task 5 – Project Site Visit and Update Base Map

MM staff will conduct a site visit to the Project Site to back-check the existing conditions against the topography data collected and perform a field reconnaissance to ensure that there are no conflicts with the proposed design. If there are any issues or conflicts, they can be addressed accordingly. If any discrepancies or omissions are found during our site visit, we will update the existing conditions base map as necessary.

As part of the site visit, MM will also review and document the existing signal equipment and its location at the project intersection. This is a crucial part of the design process, as it is vital to obtain accurate information regarding the existing signal equipment to ensure that a proper design is developed. This is especially true when checking things like existing conduit runs. As-Built plans will be requested from the City. The information on the As-Built plans will be cross-referenced with the information collected during the site visit. If there are any issues or conflicts, they can be addressed accordingly. If any discrepancies or omissions are found during our site visit, MM will update the existing conditions base map as necessary.

Task 6 – Prepare 60% Construction Plans, Special Provisions & Estimate (PS&E)

The MM team will prepare 60% plans, technical specifications, and estimates for the signal modification improvements at the Project Intersection. Technical specifications will be developed using boilerplate documents provided by the City as a reference. The 60% PS&E will be submitted to the City for review and comment. Design plans will be produced based on the latest Caltrans Standard Plans and City Standards and Specifications.

The following design plans are anticipated to be included in the plan set:

- Title Sheet
- Demolition Plan
- Layout Plan
- Ramp Details
- Striping Plan
- Signal Modification Plans

Task 6 Deliverables: 60% PS&E Construction Documents

Task 7 – Prepare Draft 90% PS&E

Based on comments received from City staff for the 60% PS&E, the MM team will make revisions and prepare a set of Draft 90% PS&E. The 90% PS&E will include draft construction documents for signal modification improvements, including plans, technical specifications, and engineer's estimate of the probable construction cost. The 90% PS&E will be submitted to City staff for review.

Task 7 Deliverables: 90% Draft PS&E

EXHIBIT A

SCOPE OF SERVICES

Task 8 - Prepare 100% PS&E

Based on comments received from City staff for the 90% PS&E, the MM team will make final revisions and prepare a set of Final 100% PS&E. The 100% PS&E will include final construction documents for signal modification improvements, including final plans, final technical specifications, and final engineer’s estimate of the probable construction cost. The 100% PS&E will be submitted to City staff for final review and approval.

Task 8 Deliverables: 100% Final Plan Set, Technical Specifications, and Engineer’s Estimate of Probable Construction Cost

Bidding and Construction Support Services

Although this task is not included in the RFP, Mott MacDonald would be able to provide bidding and construction support services for this project to the City if requested. This task is currently not included as part of the proposal. Should the City request any bidding and/or construction support services for the project, Mott MacDonald will submit a separate proposal requesting authorization for this additional task.

Proposed Project Schedule

| Project Work Task | October | November | December | January | February | March | April | May | June |
|---|---------|----------|----------|---------|----------|-------|-------|------|------|
| | 2016 | 2016 | 2016 | 2017 | 2017 | 2017 | 2017 | 2017 | 2017 |
| 1. Project Kick-off Meeting | | | | | | | | | |
| 2. Project Management | | | | | | | | | |
| 3. Environmental Assessment | | | | | | | | | |
| 4. Survey, Utility Coordination, & Develop Base Map | | | | | | | | | |
| 5. Project Site Visit and Update Base Map | | | | | | | | | |
| 6. Prepare 60% Construction PS & E | | | | | | | | | |
| 7. Prepare Draft 90% PS&E | | | | | | | | | |
| 8. Prepare Final 100% PS&E | | | | | | | | | |

Notes:

1. This schedule assumes County review time of 2 weeks after each submittal.

EXHIBIT B

FEE SCHEDULE

Mott MacDonald
Proposal To Provide Professional Engineering Services

Signal Modification at Shaffer Road/Juniper Avenue
 Not-To-Exceed Fee Estimate - August 2, 2016 (16-FO)

| Project Work Task | Project Manager | Project Engineer | Engineer II | CAD Specialist | Admin. | Sub-consultant Fee | Total MM Hours | MM Fee | Total Fee |
|---|-----------------|------------------|----------------|----------------|--------------|-----------------------|----------------|-----------------|-----------------|
| | \$230 | \$162 | \$110 | \$110 | \$90 | Blair, Church & Flynn | | | |
| 1. Project Kick-off Meeting | 4 | | | | 1 | | 5 | \$1,010 | \$1,010 |
| 2. Project Management | 12 | 4 | | | | | 16 | \$3,408 | \$3,408 |
| 3. Environmental Assessment | 4 | | | | | \$11,400 | 4 | \$920 | \$12,320 |
| 4. Survey, Utility Coordination, & Develop Base Map | 2 | | | | | \$11,100 | 2 | \$460 | \$11,560 |
| 5. Project Site Visit and Update Base Map | 6 | | 8 | | | | 14 | \$2,260 | \$2,260 |
| 6. Prepare 60% Construction PS & E | 8 | 12 | 16 | 16 | 2 | | 54 | \$7,484 | \$7,484 |
| 7. Prepare Draft 90% PS&E | 6 | 8 | 8 | 12 | 1 | | 35 | \$4,966 | \$4,966 |
| 8. Prepare Final 100% PS&E | 6 | 6 | 8 | | 1 | | 21 | \$3,322 | \$3,322 |
| Direct Costs: | | | | | | | | | \$280 |
| Subtotal Hours | 48 | 30 | 40 | 28 | 5 | | | | |
| Subtotal Staff Expenses | \$11,040 | \$4,860 | \$4,400 | \$3,080 | \$450 | \$22,500 | | \$23,830 | \$46,610 |

| | |
|---------------------|-----------------|
| Total Cost : | \$46,610 |
|---------------------|-----------------|

Notes:

1. This cost estimate is based on the MM 2016 fee schedule, which will be effect through the duration of this project.
2. Sub-consultant hourly break-down is not included in this fee estimate. This information will be provided separately upon request by the City.

September 6, 2016

Honorable Mayor and Members
of the Atwater City Council

City Council Meeting
of September 12, 2016

MONTHLY REVIEW OF LOCAL DROUGHT EMERGENCY

RECOMMENDATION:

It is recommended that the City Council consider:

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

BACKGROUND AND ANALYSIS:

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

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

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

FISCAL IMPACT:

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

CONCLUSION:

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

Respectfully submitted,

/s/ Thomas H. Terpstra

Thomas H. Terpstra
City Attorney



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 2823-15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

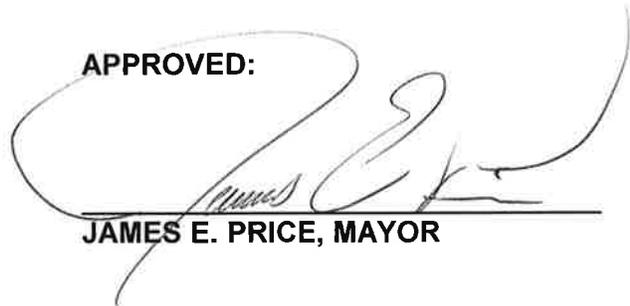
BE IT FURTHER RESOLVED, DECLARED AND ORDERED that during the existence of this local drought emergency, the City of Atwater Director of Emergency Services may request the City Council to amend this declaration of a local drought emergency and, if this Council is not in session to amend this declaration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

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

The foregoing resolution is hereby adopted this 26th day of May, 2015.

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

APPROVED:



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

JAMES E. PRICE, MAYOR

ATTEST:



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

JEANNA DEL REAL, CMC
CITY CLERK

NOTABLE CASES

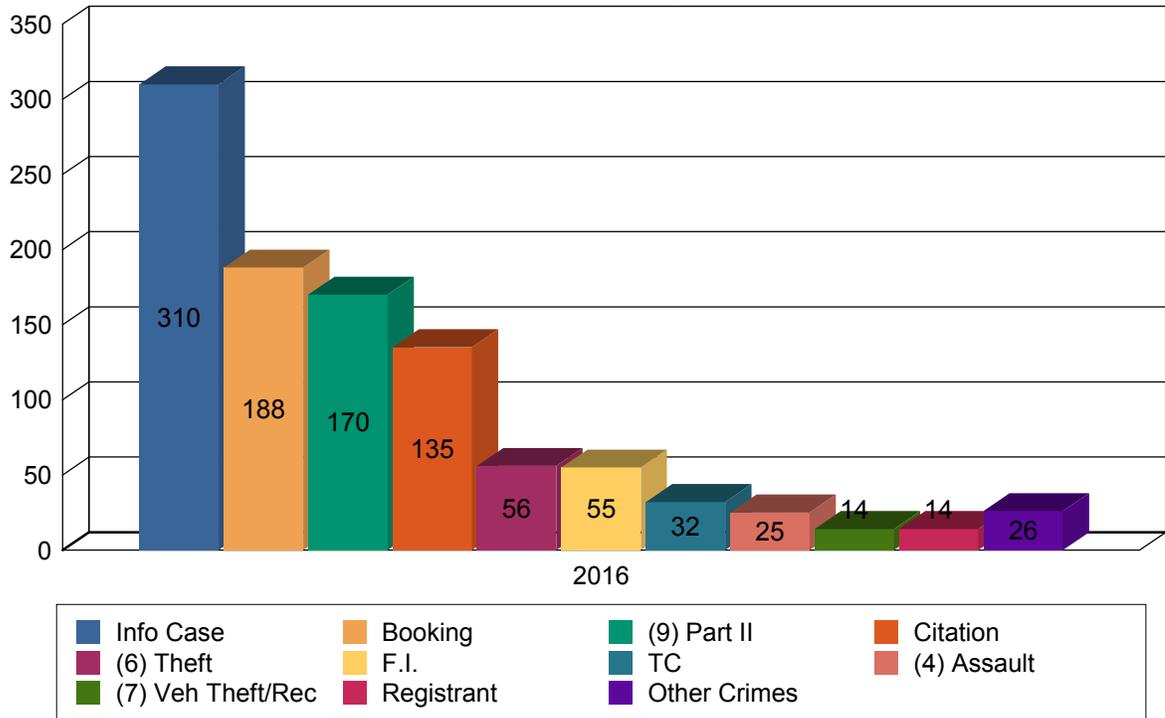
AUGUST 2016

1. The Atwater Police Department investigated an injury hit & run incident on Atwater Boulevard and First Street. During the investigation, a suspect was sought and located by officers fleeing the scene on foot. The suspect failed to comply with officers, as a result the Atwater Police Department K9 (Boss) was deployed. The suspect was then contained by (Boss) and arrested by officers.
2. The Atwater Police Department was involved in a pursuit of a stolen vehicle that nearly struck an officers vehicle. The vehicle entered two separate cities and eventually crashed in Ballico. The vehicle was recovered, however the suspect fled on foot.
3. The Atwater Police Department investigated a shooting incident at the 2300 block of Palm Avenue. During the investigation a victim of the shooting was discovered and treated by medical staff. A suspect was eventually identified and a warrant for his arrest has been issued.
4. The Atwater Police Department assisted the Merced County Probation Department in probation checks in the City of Atwater. As a result, two individuals were arrested and one firearm was recovered.
5. The Atwater Police Department conducted two search warrants on illegal marijuana grow houses. One of the residence was at the 1600 block of Drakeley Avenue and the other was at the 1600 block of Elm Avenue. Over \$300,000.00 of marijuana was recovered and destroyed.
6. An off-duty Atwater Police Officer observed a stolen vehicle that he was investigating on his previous shift. Eventually the CHP assisted because it was outside of the city limits and a pursuit ensued. The vehicle eventually stopped and the suspect fled on foot. The suspect was identified and investigation on-going.
7. The Atwater Police Department investigated a stabbing incident at the 1700 block of Sycamore Avenue. As a result the victim was treated and a suspect was taken into custody.
- In August 2016 a DUI check point was performed as well as a traffic enforcement detail.

Incident Directory Report

August 2016

BCS Code by Year



| | 2016 | Total |
|--------------------------|-------------|-------------|
| Info Case | 310 | 310 |
| Booking | 188 | 188 |
| (9) Part II | 170 | 170 |
| Citation | 135 | 135 |
| (6) Theft | 56 | 56 |
| F.I. | 55 | 55 |
| TC | 32 | 32 |
| (4) Assault | 25 | 25 |
| (7) Veh Theft/Rec | 14 | 14 |
| Registrant | 14 | 14 |
| Other Crimes | 26 | 26 |
| Grand Total | 1025 | 1025 |
| Calls for service | | 2300 |

Incident Directory Report

| | | |
|-------------------|------------|---------------------|
| (1) Homicide | 1 | Supports Drill Down |
| (2) Rape | 2 | Supports Drill Down |
| (3) Robbery | 2 | Supports Drill Down |
| (4) Assault | 25 | Supports Drill Down |
| (5) Burglary | 12 | Supports Drill Down |
| (6) Theft | 56 | Supports Drill Down |
| (7) Veh Theft/Rec | 14 | Supports Drill Down |
| (9) Part II | 170 | Supports Drill Down |
| Booking | 188 | Supports Drill Down |
| Citation | 135 | Supports Drill Down |
| DUI | 9 | Supports Drill Down |
| F.I. | 55 | Supports Drill Down |
| Info Case | 310 | Supports Drill Down |
| Registrant | 14 | Supports Drill Down |
| TC | 32 | Supports Drill Down |

The stats for the DUI Checkpoint are as follows:

715 vehicles put through the checkpoint
571 vehicles contacted.
13 arrests
9-suspended and tows
4-unlicensed
1-felony DUI

Stats for the Sat Patrol are as follows:

32 vehicles stopped.
14 citations issued
2 suspended license and tows

AVIPS YEAR TASK TOTALS AS OF AUGUST 2016

| TASKS | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEPT | OCT | NOV | DEC | YEARLY TOTALS |
|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|------|-----|-----|-----|---------------|
| Administration | 13 | 9 | 14 | 7 | 16 | 3 | 0 | 3 | | | | | 65 |
| Animal Control | 0 | 1 | 0 | 0 | 0 | 2 | 2 | 1 | | | | | 6 |
| Citizen Assists | 2 | 11 | 13 | 17 | 27 | 23 | 4 | 14 | | | | | 111 |
| Crossing Guard | 0 | 10 | 15 | 15 | 24 | 1 | 0 | 4 | | | | | 69 |
| DUI Check Point | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | | | | | 2 |
| Evidence Transport | 9 | 2 | 10 | 15 | 7 | 4 | 2 | 5 | | | | | 54 |
| Feral Cat Program | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 1 | | | | | 3 |
| Foot Patrol | 3 | 0 | 3 | 0 | 0 | 1 | 1 | 1 | | | | | 9 |
| Funeral | 8 | 4 | 4 | 7 | 23 | 27 | 19 | 0 | | | | | 92 |
| Garage Sales | 0 | 3 | 12 | 22 | 25 | 16 | 22 | 10 | | | | | 110 |
| House Checks | 54 | 48 | 90 | 70 | 91 | 54 | 19 | 23 | | | | | 449 |
| Merced Paperwork | 21 | 21 | 33 | 31 | 30 | 31 | 21 | 25 | | | | | 213 |
| Neighborhood Watch | 16 | 4 | 12 | 5 | 14 | 4 | 0 | 14 | | | | | 69 |
| Notice of Violation | 10 | 19 | 5 | 14 | 14 | 19 | 4 | 5 | | | | | 90 |
| Office | 11 | 10 | 6 | 8 | 8 | 9 | 4 | 4 | | | | | 60 |
| Parade Control | 1 | 0 | 2 | 1 | 0 | 3 | 5 | 0 | | | | | 12 |
| Pawn Tickets | 24 | 24 | 25 | 35 | 35 | 38 | 21 | 27 | | | | | 229 |
| Radar Trailer | 0 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | | | | | 11 |
| Sign Removal | 13 | 71 | 124 | 260 | 152 | 76 | 230 | 74 | | | | | 1000 |
| Traffic Control | 14 | 9 | 9 | 11 | 22 | 20 | 22 | 5 | | | | | 112 |
| Training | 11 | 16 | 24 | 13 | 1 | 3 | 0 | 0 | | | | | 68 |
| Vehicle Patrol | 35 | 37 | 45 | 61 | 75 | 57 | 31 | 32 | | | | | 373 |
| Water Contact/Flyer | 1 | 10 | 7 | 138 | 172 | 265 | 90 | 98 | | | | | 781 |
| Water Notice Given | 0 | 1 | 0 | 3 | 23 | 21 | 54 | 21 | | | | | 123 |
| Other | 5 | 35 | 82 | 57 | 27 | 198 | 35 | 13 | | | | | 452 |
| Total Tasks/Month | 251 | 345 | 536 | 792 | 797 | 875 | 586 | 381 | 0 | 0 | 0 | 0 | 4563 |
| Total Hours/Month | 309.75 | 237.50 | 352.50 | 361.00 | 528.50 | 397.25 | 306.25 | 228.75 | | | | | 2721.50 |
| Total Miles/Month | 2264.00 | 1112.00 | 1926.00 | 2145.00 | 2280.00 | 1737.00 | 1326.00 | 1591.00 | | | | | 14381.00 |

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

Public Works Department Project/Activity Report for August 2016

STREETS & BUILDINGS DIVISION

- Filled potholes at the following locations throughout the City using approximately 1700 pounds of patching material:
 - Corner of Eucalyptus Avenue and Laurel Avenue.
 - Various locations on Fruitland Avenue between Shaffer Road and Winton Way.
 - Various location on First Street between Fortuna Avenue and Linden Street.
 - Various locations on Center Street.
 - In the roadway in front of 910 Rushmore Drive.
 - In the roadway in front of 2595 Linden Street.

- Worked in a coordinated effort with Code Enforcement to clean up four (4) separate transient camps that were located on the South side of Atwater Boulevard between Shaffer Road and Packers Street.

- Performed sidewalk repair/replacement at the following locations:
 - 729 Mulberry Avenue.
 - 2768 Fifth Street.
 - 2575 Winton Way.

- Performed installation of traffic signs at the following locations:
 - No Stopping signs on the West and East sides of Winton Way between Atwater Boulevard and Winton Way.
 - Red and amber warning lights were installed on new stop signs at Winton Way and Olive Avenue.
 - No Stopping at Any Time signs on Bell Lane in front of AM/PM Gas Station.

- Performed maintenance to lighted crosswalks at the following locations:
 - Replaced non-functioning controller for crosswalk at Third Street and Atwater Boulevard.
 - Repaired non-functioning lights for crosswalk at Shaffer Road and Della Drive (Thomas Olaeta School).
 - Repaired damaged wires for crosswalk on Herman Street (Aileen Colburn School).
 - Repaired damaged wires for crosswalk on Shaffer Road (Shaffer School).
 - Due to installation of new stop signs, disabled crosswalk at Winton Way and Olive Avenue.

- Repaired fourteen (14) non functioning Street Lights at the following locations:
 - Nebela Drive – Pole # A0986M

- Buhach Road – Pole # A0322
 - Buhach Road – Pole # A0325
 - 1643 August Lane – Pole # A0579
 - Manzanita Drive – Pole # A0366
 - Augusta Lane – Pole # A0550M
 - Clipper Drive – Pole # A0370
 - Lagoon Avenue – Pole # A0361
 - Pacemaker Drive – Pole # 505
 - 2021 Sola Court – Pole # A0768
 - 2471 Granite Drive – Pole # A0927M
 - Corner of Avenue One and Miramonte Drive – Pole # A0884M
 - 1959 Faxon Drive – Pole # A0907M
 - 1793 Cottonwood Avenue – Pole # A0309
- Maintenance and Repairs to Buildings:
 - Prepared City Manager's Office at City Hall to be occupied by City Manager Pietro.
 - Repaired faulty door lock in Police Department Dispatch Center.
 - Repaired broken chain on automatic gate at entrance to Police Department.
 - Repaired broken chain on main entrance gate at Corporation Yard.
 - Changed door entry code at all City owned buildings.

WATER DIVISION

- Replaced two (2) broken Residential Water Service Lines from the City water main to the City's shut off valve at the following locations:
 - 2600 Fiesta Court
 - 1506 Valley Street
- Performed five (5) water line upgrades from the City shut off valve at the following locations:
 - 1630 Elm Avenue
 - 1501 Castle Street
 - 2262 Alabama Street
 - 341 Drakeley Avenue
 - 1200 Sixth Street
- Performed irrigation system repairs at Veterans Park.
- Repaired mal-functioning backflow device for irrigation system at entrance to Silva Ranch Subdivision.
- Repaired a sink hole in the roadway at 2200 Palora Avenue.

- Replaced cold asphalt patch with permanent asphalt at 65 separate locations throughout the City where water line breaks had previously occurred.
- Performed 281 delinquent water shut offs that were on the disconnected list.
- Replaced non-functioning booster pump for irrigation system at Joan Faul Park.
- Replaced faulty four (4) inch water meter at Buhach Colony High School.
- Conducted lead and copper sampling at various well sites throughout the City, which is required by the State every three (3) years.

SEWER DIVISION

- Performed chemical and mechanical weed abatement at the following locations:
 - Industry Way Storm Pond
 - Atwater South Subdivision Storm Pond
 - Silva Ranch Storm Pond
 - North Storm Pond
 - America West Subdivision Storm Pond
 - East Manzanita Storm Pond
 - Pajaro Dunes Subdivision Storm Pond
 - Stone Creek Subdivision Storm Pond
 - Redwood Estates Subdivision Storm Pond
 - West Manzanita Avenue Storm Pond
 - Albiani Park Storm Pond
- Performed routine repairs at the following Sewer Lift Stations:
 - Replace faulty phase monitor at Mello Ranch Sewer Lift Station.
 - Replaced faulty exhaust fan at Sowell Sewer Lift Station.
- Checked and cleaned Sewer Lift Stations and Sewer Wet Wells as needed.
- Inspected pump motors at Storm Pump Stations and refilled with oil as needed.
- Logged daily sewer flows at the following Sewer Lift Stations:
 - USP Atwater Sewer Lift Station
 - Castle Sewer Lift Station
 - Old Base Housing Sewer Lift Station.
- Cleaned Sewer Main Lines at various locations throughout the City.
- Continued to work with personnel from USP Atwater to remove wood chips, stumps and other large pieces of wood from the Corporation Yard and City Dump Site to help eliminate the chance of catching fire.

- Trimmed existing trees and removed stumps from perimeter of Albiani Park Storm Pond.
- Repaired sink holes at the following locations:
 - Within the roadway at East Grove Avenue and Almador Terrace.
 - In the City owned Alley just North of Nacho's Tire Shop at the corner of Atwater Boulevard and Winton Way.

EQUIPMENT MAINTENANCE DIVISION

- Performed routine service/maintenance on 13 City vehicles.
- Performed specialty repairs on 30 City vehicles.
- Performed mandatory 90 day inspection on Water Systems Truck, New Vac Con Truck, Old Vac Con Truck and 10 Wheel Dump Truck.
- Installed equipment storage trays in Police Units (Vehicle # 2037 and Vehicle # 2038).
- Responded to several calls for service for Public Safety Vehicles.
- Performed A/C Repairs and A/C Recharge to several City Vehicles throughout the entire fleet.

PARKS DIVISION

- Landscape Maintenance Districts:
 - Performed manual weed abatement and general maintenance within the medians on Commerce Avenue, Buhach Road, East Juniper Avenue.
 - Performed manual weed abatement and general maintenance to street side landscape at Legacy Estates-Aspenwood, Sandlewood Square, Atwater South, and Price Annexation.
 - Continued bi-weekly mowing schedule of all turf areas within each LMD.
- General Park Maintenance:
 - Filled rodent holes, installed bait stations and performed other general maintenance at Joan Faul Park and Manuel Bairos in preparation for the Youth Soccer Season.
 - Prepared Bloss Home Grounds and Bloss Park for Atwater Historical Society's Annual Meeting/Dinner that will be held on Saturday, September 10, 2016.
 - Trimmed overgrown hedges along fence line at Power-Line Park.
 - Repaired non-functioning track lighting at BMX Track in Veterans Park.
 - Reinstalled see-saw at Ralston Park Play Structure that was damaged due to vandalism.

- Replaced parts and repaired drinking fountains on the new restroom building at Veterans Park that were damaged due to vandalism.
- Repaired security lighting in E.L. Walters Park that was damaged due to vandalism.
- Conducted minor repairs to trailer that is used to transport mowers.
- Continued bi-weekly mowing schedule for parks and all other turf areas within the City. Sports fields that are utilized on a daily basis are mowed weekly.
- Conducted three (3) separate irrigation system repairs/upgrades at various park sites and landscaped areas.
- Street Tree Work
 - Twelve (12) tree removals
 - Three (3) limb failure removals
 - Thirty (30) structural/clearance prunings
 - Six (6) stump removals

GRAFFITI ABATEMENT

- Worked with Environmental Compliance Resources, the City's Graffiti Abatement Contractor, to remove and paint over graffiti at various locations throughout the City, to include 10 separate street signs. This work was performed with 35.0 man hours during the month of August 2016. The total amount of graffiti removed during this time period was approximately 5,234 square feet.



New Life Community Church

2124 First Street, Atwater, CA 95301

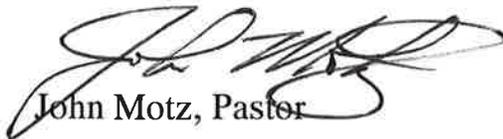
209-358-8885 office 209-358-8886 fax
E-mail newlifetoday@sbcglobal.net

September 1, 2016

To whom it may concern,

We appreciate the use of Ralston Park for our church celebration, however do to uncontrollable circumstances, we have had to change our day of the event; moving from October 2nd to October 9th. We request your permission to change the date to October 9, 2016 (event time remains the same) giving us a valid Amplified Sound Permit for our event.

Sincerely,



John Motz, Pastor



City of Atwater Police Department

750 Bellevue Rd, Atwater, Ca 95301

AMPLIFIED SOUND PERMIT (AMC 8.40.060)

Name of Permittee: John Motz New Life Community Church

Address of Permittee: 2240 Fiesta Atwater, CA 95301

Telephone numbers of Permittee:

Home:

Other: (209)-676-0213 or Work 358-8885

This permit authorizes the use of amplified sound/music (speakers) on public property as follows:

Type of Event: Outdoor Worship Service

Date of Event: October 1, 2016

Time of Event: 8:00 AM – 10:00 AM

Location of Event: Ralston Park

(set-up 8:00a.m., 10:00 service, Noon (clean up))

Estimated number of Attendees: 200

Type and description of amplified equipment permitted: Live Band

This permit is issued subject to the following conditions:

1. The use of amplified sound/music allowed by this permit must terminate at the ending time set forth above; all amplification equipment shall be turned off and removed from the scene at that time.
2. The sound/music generated from the amplification equipment shall be controlled so that it will not be unreasonably loud, disturbing, or a nuisance to persons living in nearby residences. If police officers determine that the volume of the sound/music is unusually loud and disruptive to the surrounding neighborhood, upon direction from the senior police officer on the scene that permittee shall take immediate steps to reduce, control and maintain the noise at an acceptable level.
3. If police are called to the scene because the amplification is unduly loud or the number of attendees exceeds the above estimate, and permittees are unable or unwilling to control the problem, the senior on-duty officer may revoke this permit and require the amplification equipment to be removed from the scene and the people present to disperse immediately. Additionally, the permittee may be cited for violations of AMC 8.40.060(b) and subject to a fine.
4. The permittee(s) shall be on the premises at the times set forth above and shall immediately identify himself/herself to police officers and must present permit if requested.
5. Additional conditions:

Signature of Permittee(s):

Date:

7/26/16

Frank Pietro
Chief of Police
Atwater Police Department

September 1, 2016

Honorable Mayor and Members
of the Atwater City Council

City Council Meeting
of September 12, 2016

**APPROVING AN AMENDMENT TO THE MISCELLANEOUS FEE
SCHEDULE**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Opening the public hearing and take any testimony given; and
2. Adopting Resolution No. 2918-16 amending the Miscellaneous Fee Schedule.

BACKGROUND:

At their regular meeting of February 12, 2007 City Council adopted Resolution No. 2235-07 establishing a citywide fee structure, "Miscellaneous Fee Schedule. The Miscellaneous Fee Schedule has been amended from time to time by resolution to amend said fees and changes for described services.

Staff has had each Department review their Miscellaneous Fees and they have made adjustments where necessary.

A public hearing has been noticed for September 12, 2016 to consider amending the Miscellaneous Fee Schedule.

FISCAL IMPACT:

None.

CONCLUSION:

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

Respectfully submitted,

/s/ Lakhwinder Deol

Lakhwinder Deol
Finance Director



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. 2918-16

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING AN
AMENDMENT TO THE MISCELLANEOUS FEE
SCHEDULE**

WHEREAS, the City of Atwater's Miscellaneous Fee Schedule is adopted by resolution;
and

WHEREAS, on February 12, 2007 City Council adopted Resolution No. 2235-07
establishing a Citywide fee structure, "Miscellaneous Fee Schedule;" and

WHEREAS, the Miscellaneous Fee Schedule has been amended from time to time by
resolution to amend said fees and changes for described services; and

WHEREAS, a public hearing has been noticed for September 12, 2016 to consider
amending the Miscellaneous Fee Schedule.

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

- A. The purpose of the fees set forth in **EXHIBIT "A"** of this Resolution is to recover up to the full, lawfully recoverable costs incurred by the City.
- B. Resolution No. 2235-07 is hereby amended to modify fees as shown in **EXHIBIT "A"**, attached hereto and made a part of herein.
- C. **Effective Date.** All new and/or increased fees shall be effective upon adoption of this resolution with the exception of fees established in accordance with Government Code Section 66017. Development related new and/or increased fees shall be effective sixty (60) days following the effective date of this Resolution.

- D. **Repealer.** These fees shall supersede the corresponding fees previously established by the City. All previously adopted and confliction fees, and all Resolutions and other actions of the City Council are hereby repealed to the extent they conflict with the contents of this resolution.

- E. **Severability.** The individual fees and charges set forth in **EXHIBIT "A"** of this Resolution and portions of this Resolution are severable. Should any of the fees or charges or any portion of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining fees, charges and/or Resolution portions shall be and continue in full force and effect, except as to those fees, charges, and/or Resolution portions that have been adjudged invalid. The City Council of the City of Atwater hereby declares that it would have adopted each of the fees and charges set forth in **EXHIBIT "A"** of this Resolution, and this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more of the fees, charges, or sections, subsections, clauses, sentences, phrases or other portions of this Resolution may be held invalid or unconstitutional.

The foregoing resolution is hereby adopted this 12th day of September, 2016

AYES:
NOES:
ABSENT:

APPROVED:

JAMES E. PRICE, MAYOR

ATTEST:

JEANNA DEL REAL, CMC
CITY CLERK

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

| | |
|--|--------------------|
| Cost Recovery, Legal Services | Actual Cost |
| Cost Recovery, Liability Claim Processing | Actual Cost |
| Notary Services (as set by GC 8211) No COLA associated | \$10 per signature |
| Mailed Copies of City Council Agenda (per fiscal year) | \$33 |
| Mailed Copies of City Council Minutes (per fiscal year) | \$31 |
| Mailed Copies of City Council and Planning Agendas and Minutes (per fiscal year) | \$111 |
| Copy of City Council Video DVD | \$9 |
| Final Budget (summary) | \$10 |
| Final Budget | \$40 |
| Copy of Municipal Code to CD | \$9 |
| Preliminary Budget | \$28 |
| Annual Financial Statement | \$25 |
| Five Year Capital Improvement Budget | \$16 |
| Voucher | \$29 |
| Business License Listing | \$22 |
| Mailing Labels for Business License | \$29 |
| Abatement Lien | \$37 |
| Photocopies (first page) | \$3 |
| Photocopies (per copy of B/W) | \$0.09 |
| Photocopies (per copy of color) | \$0.16 |
| Returned Checks | \$35 |
| Donation Bin Permit/Renewal Processing Fee | \$50 annually |
| Donation Bin Permit Sticker (replacement) | \$10 |
| Research | Actual Cost |

COMMUNITY DEVELOPMENT

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

BUILDING DIVISION:

Building Inspection Fee (minimum 1 hour) \$88 per hour

PLANNING DIVISION:

| | |
|---|-----------------------------|
| General Plan (<u>Copy or Disk</u>) | \$50 |
| General Plan EIR (Copy or Disk) | \$54 |
| Specific Plan Application | \$9,017 |
| Specific Plan Preparation | Actual Cost plus 10% |
| Housing Element (Copy or Disk) | \$34 |
| General Plan or Zoning Map Reproduction | \$12 |
| Street Tree Master Plan | \$28 |
| Annexation Application | \$2,931 plus \$115 per acre |
| Appeal of Staff Decision to Community Development & Resources Commission | \$181 |
| Appeal of Community Development & Resources Commission Decision to City Council | \$181 |
| Environmental Assessment (Review of private prepared document) | Actual Cost plus 10% |
| Environmental Assessment Preparation for Private Development Project | Actual Cost plus 10% |
| Environmental Impact Report Preparation | Actual Cost plus 10% |
| General Plan Amendment Preparation | \$1,813 |
| Home Occupation Permit | \$168 |
| Lot Line Adjustment | \$601 |
| Lot Merger | \$601 |
| Monthly Building Activity Reports (per fiscal year) | \$26 |
| Pre-zoning | \$1,813 |
| Reversion to Acreage | \$601 |
| Sign Review | \$143 |

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

| | |
|---|------------------------------|
| Site & Architectural Plan Review | \$914 |
| Tentative Subdivision Map | \$2,915 plus \$58 per lot |
| Tentative Parcel Map | \$ 1,795 plus \$58 per lot |
| Condominium Conversion | Actual Cost plus 10% |
| Conditional Use Permit | \$921 |
| Variance | \$932 |
| Zone Change | \$1,730 |
| Zoning Ordinance Text Amendment | \$1,730 |
| Time Extension Request Application | Original Application Fee |
| Planned Development Zone: | |
| Master Plan Application | \$1,974 |
| Final Development Plan Application | \$1,974 |
| Planned Development Amendment: | \$1,003 |
| Development Agreement Preparation | Actual Cost plus 10% |
| <u>ENGINEERING DIVISION:</u> | |
| Cost Recovery, Legal Services | Actual Cost plus 10% |
| Standard Specification Book | \$29 |
| Encroachment Permit & Inspection for any work in Public Right of way | 3% of value (\$100 minimum) |
| Map or Document Research (minimum 1 hour) | Actual Cost |
| Site Improvement & SWPP Plan Check and Inspection - City Staff | 3% of value |
| Site Improvement and SWPP Plan Check and Inspection- Consulting Engineer | Actual Cost plus 10% |
| Swimming Pool Permits | \$29 |
| Encroachment Permit for-Utilities (AT&T, PG&E, etc.) | \$186 |
| Inspections for Public Utilities - City Staff | Actual Cost |
| Inspections for Public Utilities - Consulting Engineer | Actual Cost plus 10% |

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

| | |
|---|-------------|
| Well Construction (except drinking water) | \$233 |
| Well Abandonment | \$233 |
| Driveway Approach Replacement | \$233 |
| Sidewalk Replacement | \$227 |
| Street Cuts | \$314 |
| *Single Trench Deposit (held for 12 months) | \$2,207 |
| *Multi Trench Deposit (12 months from excavation of last trench) | \$5,807 |
| *Trench deposits are not required for projects covered under a warranty bond | |
| Site Improvement Plan Inspection | 3% of value |

PUBLIC WORKS:

| | |
|--|--|
| Administrative Fee | 15% for all billable charges |
| Street Sweeper and Clean-Up Fee (minimum 2 hours) | Actual Cost |
| Barricade Rental | \$6 each-first day, \$1 each- each day after |
| Emergency Labor, Equipment and Materials | Actual Cost |
| Hydrant Use or Construction Water (meter cost plus actual cost) | Deposit \$524 plus installation \$45 plus \$5 per thousand gallons of usage |
| Delinquent Back Flow Testing | \$100 plus actual cost for repair parts if needed |
| Water Problem (call out) Evaluation (minimum 2 hours) | Actual Cost |
| Red Tags (second and subsequent notices) | Actual Cost |
| Commercial Recycling | Actual Cost plus 11% |

POLICE:

| | |
|--------|--------------------------------------|
| Copies | .10 (per page) |
| Photos | \$15 per CD; \$1 per page if printed |

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

| | |
|--|--------------|
| Stored Vehicle at Tow Yard | \$52 per day |
| False Alarms (within a 12 month period at a single site) False alarms are not subject to CPI Adjustment | |
| False Alarms (first and second incident) | \$0 |
| False Alarms (third thru fifth**) | \$51 |
| False Alarms (sixth and subsequent**) | \$101 |
| False Alarms (maximum fee per day) | \$253 |
| **If both Police and Fire respond to false alarm, only one charge shall be assessed per incident | |
| Domestic Fowl/Animal Permit (per animal) | \$3 |
| Cats/Dogs Redeemed (first occurrence) | \$52 |
| Cats/Dogs Redeemed (second occurrence) | \$105 |
| Animals to Pound, Requested by Owner | \$78 |
| Cat Traps (deposit) | \$66 |
| Cat Traps (per day) | \$2 |
| Clearance Letter | \$15 |
| Dance Permit | \$26 |
| Fingerprint Card | \$26 |
| Bicycle License | \$5 |
| Second Hand Dealer/Pawn Broker License (initial) | \$31 |
| Second Hand Dealer/Pawn Broker License (renewal) | \$19 |
| Alcohol Consumption Permit (City property, per event) | \$26 |
| Solicitor Permit (non-profit) | \$10 |
| Solicitor Permit (profit) | \$33 |
| Handgun Dealer Permit (initial) | \$31 |
| Handgun Dealer Permit (renewal) | \$18 |
| Neighborhood Watch Program | Actual Cost |

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

| | |
|---|----------------------|
| Police Reports, Crime/Accident (first 4 pages) | \$12 |
| Jail Booking | County Cost plus 15% |
| Citation Sign-Off (for non-Atwater resident) | \$14 |
| Stored Vehicle Release | \$211 |
| Repossession Filing Fee (mandated by State Gov. Code 41612) | \$15 |
| Concealed Weapon Permit (initial) | \$56 |
| Concealed Weapon Permit (renewal) | \$10 |
| Emergency Response (Gov. Code 53150-53158) | Actual Cost plus 15% |
| Amplified Sound Permit | \$27 |
| Taxi Cab Permit (initial) | \$27 |
| Taxi Cab Permit (renewal) | \$15 |

FIRE:

| | |
|--|-------------------|
| 1,250 GPM (16 hour maximum) | \$59 |
| 1,500 GPM (16 hour maximum) | \$63 |
| SUV (16 hour maximum) | \$76 |
| Pick-Up (16 hour maximum) | \$57 |
| Works Comp. | Actual Cost |
| Administration (OES) | \$0 |
| Low Hazard Inspection (businesses, industries, merchandise): | |
| 1 - 5,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$78 |
| Second Re-Inspection (not cleared) | \$86 |
| 5,001 - 10,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$86 |
| Second Re-Inspection (not cleared) | \$96 |
| 10,001 - 20,000 sq. ft. (first inspection) | Suspended 9/23/13 |

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

| | |
|--|-------------------|
| First Re-Inspection (not-cleared) | \$97 |
| Second Re-Inspection (not cleared) | \$107 |
| 20,001 - 40,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$151 |
| Second Re-Inspection (not cleared) | \$160 |
| 40,001 - 80,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$165 |
| Second Re-Inspection (not cleared) | \$174 |
| 80,001 - 120,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$180 |
| Second Re-Inspection (not cleared) | \$190 |
| 120,001 - 150,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$257 |
| Second Re-Inspection (not cleared) | \$267 |
| 150,001 - 200,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$334 |
| Second Re-Inspection (not cleared) | \$342 |
| 200,001+ sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$411 |
| Second Re-Inspection (not cleared) | \$419 |
| Moderate-High Hazard Inspection (50+ gather, education facility, high fire area, hospitals, residential, storage): | |
| 1 - 5,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$92 |
| Second Re-Inspection (not cleared) | \$100 |
| 5,001 - 10,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$106 |

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

| | |
|--|-----------------------|
| Second Re-Inspection (not cleared) | \$114 |
| 10,001 - 20,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$115 |
| Second Re-Inspection (not cleared) | \$124 |
| 20,001 - 40,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$173 |
| Second Re-Inspection (not cleared) | \$181 |
| 40,001 - 80,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$192 |
| Second Re-Inspection (not cleared) | \$201 |
| 80,001 - 120,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$207 |
| Second Re-Inspection (not cleared) | \$217 |
| 120,001 - 150,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$298 |
| Second Re-Inspection (not cleared) | \$307 |
| 150,001 - 200,000 sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$387 |
| Second Re-Inspection (not cleared) | \$397 |
| 200,001+ sq. ft. (first inspection) | Suspended 9/23/13 |
| First Re-Inspection (not-cleared) | \$478 |
| Second Re-Inspection (not cleared) | \$487 |
| Fire Reports | \$11 |
| Street Spills | \$55 plus Actual Cost |
| Medical Assistance | |

False Alarms (within a 12 month period at a single site) **False alarms are not subject to COLA**

Miscellaneous Fee Schedule

Amended June 29, 2016

| <u>MISCELLANEOUS FEES:</u> | <u>2016-17</u> |
|--|-----------------------|
| False Alarms (first and second incident) | \$0 |
| False Alarms (third thru fifth**) | \$51 |
| False Alarms (sixth and subsequent**) | \$101 |
| False Alarms (maximum fee per day) | \$253 |
| **If both Police and Fire respond to false alarm, only one charge shall be assessed per incident. | |
| Board and Care Facilities (full time patient care, State mandated inspection, 7 - 50 occupants) | \$83 |
| Board and Care Facilities (full time patient care, State mandated inspection, over 50 occupants) | \$168 |
| Daycare Facilities (more than 6 children, State mandated inspection) | \$83 |
| Fire Safety Application Review | \$168 |
| Fire Safety Plan Review | \$168 |
| Fireworks and Pyrotechnics | \$244 |
| Occupancy Permits | \$54 |
| Penalty Charges (unauthorized occupancy) | \$114 |
| Tents and Air-Supported Structures (per 200 sq. ft., except for camping) | \$92 |
| Basic Fire Inspection Rates: | |
| Consultation | \$92 |
| Fire Cause Investigation | \$92 |
| Apparatus and Equipment | \$64 |
| Stand-by or Fire Watch | \$112 |
| Christmas Tree Lots or Sale Areas at Car Sales | \$49 |
| Tanks: Hazardous Material Storage, Installation/Removal | \$112 |
| Aerosol Products Permit (retail storage, under exempt amounts per sq. ft.) | \$100 |
| Aerosol Products Permit (warehouse and storage) | \$201 |
| Aircraft Repair Hanger | \$100 |
| Aircraft Refueling Vehicle (initial) | \$151 |

Miscellaneous Fee Schedule

Amended June 29, 2016

| <u>MISCELLANEOUS FEES:</u> | <u>2016-17</u> |
|--|-----------------------|
| Aircraft Refueling Vehicle (renewal) | \$100 |
| Asbestos Removal Permit | \$151 |
| Automobile Wrecking Yard | \$151 |
| Battery System | \$201 |
| Bowling Pin or Alley Refinishing (initial) | \$201 |
| Bowling Pin or Alley Refinishing (renewal) | \$159 |
| Candles/Open Flame in Assembly Area (single use permit) | \$35 |
| Candles/Open Flame in Assembly Area (on-going facility permit) | \$159 |
| Carnivals and Fairs | \$113 |
| Cellulose Nitrate Film | \$204 |
| Cellulose Nitrate Storage | \$204 |
| Combustible Fiber Storage | \$250 |
| Combustible Material Storage | \$113 |
| Compressed Gas, Store/Handle/Use (initial) | \$204 |
| Compressed Gas, Store/Handle/Use (renewal) | \$113 |
| Commercial Rubbish Handling Operation (initial) | \$159 |
| Commercial Rubbish Handling Operation (renewal) | \$113 |
| Cryogen Use, Plan Check/Install/Inspection/Use (initial) | \$315 |
| Cryogen Use, Plan Check/Install/Inspection/Use (renewal) | \$126 |
| Dry Cleaning Plants (initial) | \$204 |
| Dry Cleaning Plants (renewal) | \$159 |
| Dust Producing Operation (initial) | \$204 |
| Dust Producing Operation (renewal) | \$159 |
| Explosive or Blasting Agent (permit and 2 blasts) | \$159 |
| Explosive or Blasting Agent (more than 2 blasts) | \$49 |
| Fireworks Ground Display | \$113 |

Miscellaneous Fee Schedule

Amended June 29, 2016

| <u>MISCELLANEOUS FEES:</u> | <u>2016-17</u> |
|--|-----------------------|
| Fireworks, Pyrotechnic Special Effects (theatrical/movies) | \$113 |
| Fireworks, Aerial Display (includes ground display) | \$250 |
| Flammable or Combustible Liquids | \$250 |
| Retail Storage (under exempt amount per control area) | \$49 |
| Pipeline, Operations/Excavation | \$113 |
| Containers/Tanks (initial) | \$250 |
| Containers/Tanks (renewal) | \$159 |
| Underground Tanks | \$113 |
| Tank Removal | \$159 |
| Tank Vehicles (initial) | \$159 |
| Tank Vehicles (renewal) | \$113 |
| Fruit Ripening | \$113 |
| Fumigation or Thermal Insecticides Fogging | \$113 |
| Hazardous Materials, Retail Storage (under exempt amount per control area) | \$113 |
| Hazardous Materials, Storage/Handle/Use (initial) | \$401 |
| Hazardous Materials, Storage/Handle/Use (renewal) | \$159 |
| Hazardous Production Materials | \$309 |
| High Piled Combustible Stock (initial) | \$309 |
| High Piled Combustible Stock (renewal) | \$204 |
| LPG - Non Single Family Dwelling | \$204 |
| LPG - Single Family Dwelling | \$113 |
| Liquid or Gas Fueled Vehicles or Equipment in Assembly | \$113 |
| Lumber Yards | \$159 |
| Magnesium Working | \$204 |
| Mail Covered | \$204 |
| Motor Vehicle Fuel Dispensing Station | \$204 |

Miscellaneous Fee Schedule

Amended June 29, 2016

| <u>MISCELLANEOUS FEES:</u> | <u>2016-17</u> |
|--|---------------------------|
| Motor Vehicle Refueling Unit | \$204 |
| Open Fires (includes bonfires & burn permits) | \$49 |
| Organic Coating (initial) | \$398 |
| Organic Coating (renewal) | \$306 |
| Ovens, Industrial Baking or Drying (initial) | \$159 |
| Ovens, Industrial Baking or Drying (renewal) | \$113 |
| Places of Assembly - Not Part "A" Occupancy Plan Review: | |
| 50-100 People | \$116 |
| 101-300 People | \$207 |
| Over 300 People | \$299 |
| Radioactive Materials (initial) | \$204 |
| Radioactive Materials (renewal) | \$113 |
| Refrigeration Equipment, Install/Operate (initial) | \$250 |
| Refrigeration Equipment, Install/Operate (renewal) | \$159 |
| Repair Garages | \$113 |
| Special Use/Event Permit | \$113 |
| Spraying or Dipping (initial) | \$296 |
| Spraying or Dipping (renewal) | \$159 |
| Tents/Canopy/Membrane Structures - Non High Fire Hazard Area (100 occupants) | \$113 |
| Tents (all others) | \$296 |
| Tire Storage | \$159 |
| Wood Products | \$204 |
| Hot Work and Cutting Operations (within occupancy and mobile) | \$159 |
| Fireworks Stands | \$136 |
| Weed Abatement | Contractors Cost plus 20% |
| Special Events Fire and Life Safety | \$160 per event |

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

Hydrant Flow Data \$215

PARKS & COMMUNITY SERVICES

Community Center, Multipurpose Room

Reservation and Cleaning Deposit \$300

Cancellation Fee: Less than 48 Hours of Rental Forfeit of all rental fees

Cancellation Fee: More than 48 Hours of Rental \$60

Rent: Private Organization (per hour) \$86

Rent: Non-Profit/Senior Organization (per hour) \$38

Rent: Senior Citizen Organization between 8 am-5 pm (per hour) \$26

Facility Attendant, Non-Function Hours (per hour) \$15

Community Center, Evelyn Chambers Senior Room

Reservation and Cleaning Deposit \$200

Cancellation Fee: Less than 48 Hours of Rental Forfeit of all rental fees

Cancellation Fee: More than 48 Hours of Rental \$60

Rent: Private Organization (per hour) \$66

Rent: Non-Profit/Senior Organization (per hour) \$26

Rent: Senior Citizen Organization between 8 am-5 pm (per hour) \$15

Facility Attendant, Non-Function Hours (per hour) \$15

Community Center, Jessie Frago or Andy Longinotti Meeting Rooms

Reservation and Cleaning Deposit \$200

Cancellation Fee: Less than 48 Hours of Rental Forfeit of all rental fees

Cancellation Fee: More than 48 Hours of Rental \$60

Rent: Private Organization (per hour) \$51

Rent: Non-Profit/Senior Organization (per hour) \$26

Rent: Senior Citizen Organization between 8 am-5 pm (per hour) \$14

Facility Attendant, Non-Function Hours (per hour) \$15

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

Community Center, Kitchen

| | |
|--|----------------------------|
| Reservation and Cleaning Deposit | \$200 |
| Cancellation Fee: Less than 48 Hours of Rental | Forfeit of all rental fees |
| Cancellation Fee: More than 48 Hours of Rental | \$60 |
| Rent: Private Organization (per hour) | \$43 |
| Rent: Non-Profit/Senior Organization (per hour) | \$21 |
| Rent: Senior Citizen Organization between 8 am-5 pm (per hour) | \$10 |

Table & Chair Fees:

| | |
|--|------|
| Table & Chair Set Up and Usage Fee | \$81 |
| Table & Chair Set up and Usage Fee for Senior Citizen Organization | \$32 |

Veterans Park Pavilion

| | |
|--|----------------------------|
| Reservation and Cleaning Deposit | \$200 |
| Cancellation Fee: Less than 48 Hours of Rental | Forfeit of all rental fees |
| Cancellation Fee: More than 48 Hours of Rental | \$60 |
| Atwater Resident Rental Fee with Kitchen | \$136 |
| Non-Atwater Resident Rental Fee with Kitchen | \$157 |
| Civic/Schools/Non-Profit Organization with Kitchen | \$136 |
| Senior Citizen Groups with Kitchen | \$81 |

Bloss Grounds

| | |
|--|----------------------------|
| Reservation and Cleaning Deposit | \$200 |
| Cancellation Fee: Less than 48 Hours of Rental | Forfeit of all rental fees |
| Cancellation Fee: More than 48 Hours of Rental | \$61 |
| Private Party Rental Fee (per hour) | \$61 |
| Non-Profit Organization Rental Fee (per hour) | \$42 |
| Senior Citizen Groups Rental Fee (per hour) | \$23 |
| Facility Attendant Fee (per hour) Directly to Bloss Account | \$15 |

Miscellaneous Fee Schedule

Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

Field Rentals

| | |
|--|-------|
| Osborn and Miyake Ball Field Rental (per hour) | \$15 |
| Osborn and Miyake Ball Field Rental with Lights (per hour) | \$30 |
| Osborn and Miyake Ball Field Tournament without Lights (per field per day) | \$101 |
| Osborn and Miyake Ball Field Tournament Field Preps (per prep per field per day) | \$26 |
| Veterans Park Football Field Deposit | \$202 |
| Veterans Park Football Field, Youth Teams (per day) | \$303 |
| Veterans Park Football Field, Adult Teams (per day) | \$540 |
| Veterans Park Soccer Field Deposit | \$202 |
| Veterans Park Soccer Field (per game) | \$40 |
| Memorial Ball Field Deposit | \$202 |
| Memorial Ball Field (per game) | \$61 |
| Memorial Ball Field Prep | \$26 |
| Memorial Ball Field Light Usage (per hour) | \$25 |
| Joan Faul Soccer Field Deposit | \$202 |
| Joan Faul Soccer Field 1 (per game) | \$40 |
| Joan Faul Soccer Field 2 (per game) | \$40 |

Youth Recreation Programs

| | |
|---|------|
| Swimming, Public Admission (per child) | \$2 |
| Swimming, Public Admission (per adult) | \$3 |
| Learn to Swim Program (parent & infant) | \$25 |
| Learn to Swim Program | \$45 |
| Osborn Park Tennis Court (per key for one year) | \$63 |
| Youth Basketball (boys & girls grades 3-12) | \$50 |
| Youth Basketball (co-ed pee wee grades K-2) | \$42 |

Miscellaneous Fee Schedule

Amended June 29, 2016

| <u>MISCELLANEOUS FEES:</u> | <u>2016-17</u> |
|--|-----------------------|
| Youth Indoor Soccer | \$42 |
| Summer Drop-in Program | \$152 |
| Youth Flag Football (per player) | \$51 |
| Girls Volleyball | \$51 |
| Adult Recreation Programs | |
| Men's, Women's, and Church Summer Softball | \$596 |
| Co-Ed Summer Softball | \$379 |
| Men's Fall Softball | \$379 |
| Co-Ed Fall Softball | \$379 |
| Men's Summer Basketball League | \$571 |
| Men's Winter Basketball League | \$571 |
| Adult Co-Ed Volleyball | \$303 |

December 2015 - Consumer Price Index - All Urban Consumers - U.S. City Average (unadjusted)

Resolution No. 2235-07 Adopted February 12, 2007 Setting Miscellaneous Fees

Resolution No. 2368-08 Adopted June 9, 2008 Amending Miscellaneous Fee Schedule

Resolution No. 2386-08 Adopted July 28, 2008 Amending Miscellaneous Fees

Resolution No. 2429-09 Adopted February 23, 2009 Amending Miscellaneous fee schedule to set aside Fire inspection and Permit Fees

Resolution No. 2489-09 Adopted September 14, 2009 Amending Miscellaneous Fees

Resolution No. 2614-11 Adopted July 25, 2011 Amending Miscellaneous Fees

Resolution No. 2656-11 Adopted April 9, 2011 Amending Miscellaneous Fees Regarding False Alarms

Resolution No. 2677-12 Adopted October 22, 2012 Amending Miscellaneous Fees

Resolution No. 2722-13 Adopted September 23, 2013 Amending Miscellaneous Fees

Resolution No. 2753-14 Adopted April 14, 2014 Amending Miscellaneous Fees

Miscellaneous Fee Schedule
Amended June 29, 2016

MISCELLANEOUS FEES:

2016-17

Resolution No. 2870-15 Adopted December 12, 2015 Amending Miscellaneous Fees



Community Development Department
September 12, 2016

Community Development Overview

- ▶ Department Consists of;
 - Building Division
 - Engineering Division
 - Planning Division
 - Economic Development – Special Projects – includes Grant Administration
 - Affordable Housing Programs
 - Successor Agency – former Redevelopment Agency

Building Division

Building Division

Single Family Residential Permits

- 2008 – 2
- 2009 – 0
- 2010 – 0
- 2011 – 0
- 2012 – 5
- 2013 – 4
- 2014 – 39
- 2015 – 112
- 2016 – 33 – through August 25, 2016

Building Division

- ▶ Total Annual Building Permits;
 - 2010 - 429
 - 2011 - 407
 - 2012 - 310
 - 2013 - 368
 - 2014 - 483
 - 2015 - 791
 - 2016 - 477 - through August 25, 2016

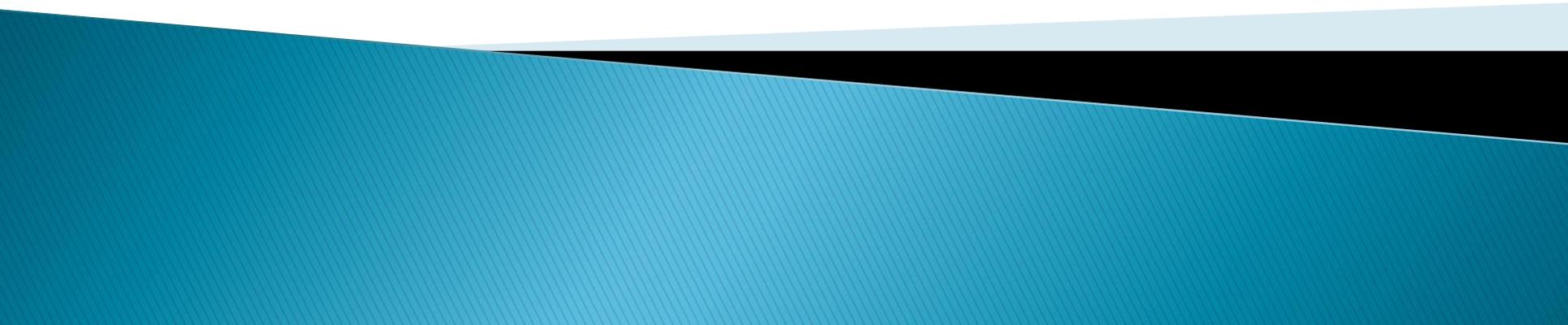
Proposed New Commercial Permits

- ▶ Chevron Gas Station and Convenience Store on Green Sands Ave.
- ▶ Unbranded Gas Station – Green Sands and Buhach Road – corner lot
- ▶ Microtel Inn on Green Sands Ave.
- ▶ Remodel to Taco Bell at Bellevue & Redwood
 - ▶ All are pending Issuance or in Plan Check

Other Projects

- ▶ New Building Codes Adoption by January 1, 2017
 - ▶ Fruitland Church Expansion- classroom facilities
 - ▶ Kingdom Hall of Jehovah's Witness - two assembly halls off Sunset Ave.
 - ▶ 699 Broadway - Creamery Building conversion to an assembly hall
- 

Economic Development – Special Projects



Economic Development – Special Projects

- ▶ **CMAQ Grant Awards – Construction Projects**
 - 16/17 Buhach Road Pedestrian Improvements – \$102,110 – local \$11,713
 - 17/18 Juniper Ave. Pedestrian Improvements – \$183,136 – local amount of \$21,006
 - 17/18 Traffic Synchronization, new signal, raised median – \$547,558 – local amount of \$62,809
- ▶ **Highway Safety Improvement Program**
 - 17/18 Signal Modification at Juniper Ave. – Shaffer Road – \$183,000 – local amount of \$18,300

Economic Development – Special Projects

- ▶ CMAQ Equipment Replacement Projects – **100% grant funded**
 - 14/16
 - Backhoe \$104,527 Received/Completed
 - Starting in 16/17
 - Water Truck \$130,777 Received/Completed
 - Wheel Loader \$219,140
 - Tractor Loader \$98,053
 - Dump Trucks (2) \$184,512

Economic Development – Special Projects

▶ Other Grant Awards Received–

- Fire Equipment – \$27,016
- Fire PPE–\$53,146
- PD Vehicle Lap Tops – \$28,889
- Patrol Computers and Ballistic Shield – \$11,558
- Body Armor– \$21,700
- Tasers–\$12,097
- Ballistic Helmets–\$10,850
- Ballistic Vests–\$10,388
- (2) Officers/ Year 2 of three year award–\$773,823
(waiver received for city match)
- (4) AED's– \$5,209
- DUI Checkpoint Officer OT/Equipment–\$61,500
- Flier Thermal Imaging Camera–\$10,225
- (2) Speed Trailers – \$14,513
- Outdoor Fitness Equipment–\$12,205
- Tree Master Plan & Canopy Analysis– \$150,000
- Alternative Vehicles – \$93,455
 - (1) Electric Gator
 - (2) Electric PD Zero Motorcycles

Economic Development – Special Projects

- ▶ Pending Awards –
 - Systemic Safety Analysis Report Program—to complete an analysis for entire transportation system within Atwater \$125,000
 - COPS Hiring Grant—Retention of (2) Police Officer Positions/Three Years—\$750,000
 - Safer Grant Hiring (6) Firefighter II Positions/Two Years – \$1,528,156

- ▶ Researching and Training
 - Community Development Block Grants – will be eligible when Housing Element is certified

Engineering Division

Engineering Division

- ▶ **Finalizing and Closeout of Atwater Boulevard – Applegate Road/Winton Way Signal Modification**
- ▶ **Finalizing and Closeout of Broadway Avenue Pedestrian Safety Improvements**
- ▶ **On Going Engineering Design Projects;**
 - Juniper Ave. sidewalk – bike path
 - Buhach Rd. sidewalk between Avenue One and Buhach Colony High School
 - Traffic Signal Synchronization Project
 - Signal at Juniper Ave. and Shaffer Rd.
 - ADA Self Compliance Plan – assessment of city buildings, parks, sidewalks
 - Fruitland Avenue Reconstruction – Overlay
 - Winton Way Reconstruction Overlay
- ▶ **Assistance on Bid Calls and Specifications for CMAQ funded equipment purchases**

Planning Division

Planning Division

- Upcoming Work Items for 2016 and 2017
 - Zoning Code Amendments – for Housing Element Consistency
 - Zoning Code Amendments – Building Code Consistency
 - Assistance on Utility Master Plan Updates – in support of General Plan Update – Sewer, Water, Storm Drainage
 - Assistance on Public Safety Master Plan – in support of General Plan Update
 - General Plan Update RFQ – RFP
 - Municipal Service Review (MSR) update for LAFCO
 - Site and Architectural Plan Requirement Code update
 - Applications update
 - Support to City Attorney on possible Sign Code Update

Planning Division – Ferrari Ranch

- ▶ **Reimbursement Agreement** is paying for staff time, legal expenses, and consulting services
- ▶ **Land Use and Environmental EMC Planning Group** is proceeding with the EIR preparation;
 - Administrative Draft EIR is completed
 - Draft EIR is completed
 - Administrative Final EIR– October 2016
 - Final EIR– December 2016
 - Project consideration package– January 2017
 - Public Hearings –January/February 2017
 - LAFCO – May/June 2017

Planning Division – Ferrari Ranch

▶ Other items

- Update of City – County Tax Sharing Agreement
- Enhanced Infrastructure Finance District Setup and Implementation (EIFD)
- Development Agreement (DA)
- Traffic Improvement Program (TIP)

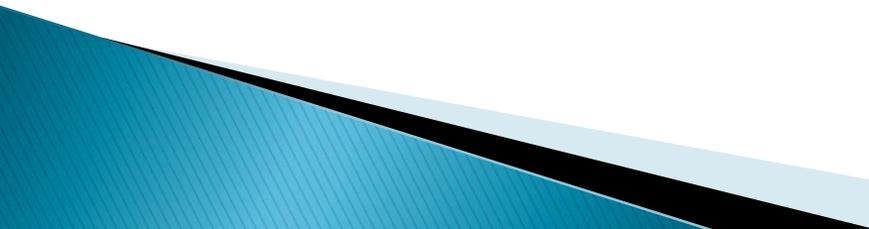
Successor Agency

Successor Agency

Upcoming Items for 2016 and 2017

- ▶ Recognized Obligation Schedules (ROPS) – February 2017
- ▶ Possible Loan Modification for Lupita's Auto Sales
- ▶ Bell Lane Properties
- ▶ Cedar Ave. Property
- ▶ Atwater Boulevard Properties
- ▶ Successor Agency Housing Compliance Report – ties to Housing Element

Other activities

- ▶ Provide Support to the Atwater City Council
 - ▶ Provide Support to the Community Development & Resources Commission
 - ▶ Provide support to the Traffic & Pedestrian Safety Working Group – includes PD and PW
 - ▶ Cooperate with MCAG – Technical Review Board – Technical Planning Committee
 - ▶ Provide on going public assistance
 - ▶ Provide project – applicant support
- 

Questions?



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

Request by: Mayor Pro Tem Bergman

Request for City Council meeting of September 12, 2016

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

Title of agenda item: General Plan Update

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

Initiating first phase of updating General Plan

Are supporting documents or exhibits attached? Yes No

STAFF USE ONLY

Fiscal Impact: Prior City Council Action: Yes No

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

City Manager:  Date: 8/15/16

-----TRACKING-----

Date Received by Clerk: 8/9/16 Date reviewed at Staff Meeting:

Department/s Assigned: CDD Date item routed 8/15/16

Comments:

Item set for:
 Action

Action Taken:

Work Session (discussion)

Status Update

On *proposed* Agenda Date: 9/12/16

Contact person notified of action or meeting date:

By:



General Plan Update
September 12, 2016

Required Elements

- Land Use
 - Circulation
 - Housing
 - Conservation
 - Open Space
 - Noise
 - Safety
- 

Optional Elements

- ▶ Economic Development (Adopted in current GP)
 - ▶ Air Quality
 - ▶ Other elements based on the judgment of the local legislative body
 - ▶ All have equal legal standing – mandatory or optional
- 

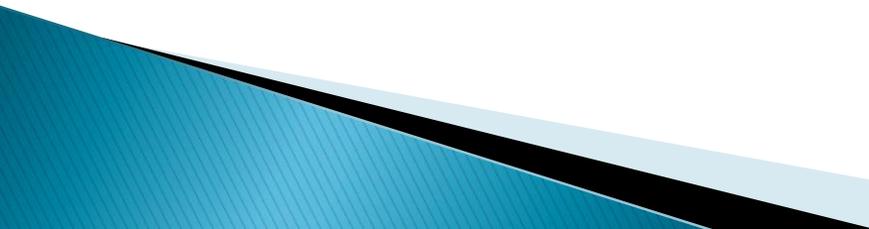
Items for consideration

- ▶ Potential Impacts of the implementation of the General Plan must be evaluated under the California Environmental Quality Act (CEQA)
- ▶ It will require the preparation of an Environmental Impact Report (EIR) – should be done concurrently
- ▶ In addition to approval by the local legislative body (Atwater City Council) it will also need to be approved by the Local Agency Formation Commission (LAFCO) primarily to establish the Sphere of Influence (SOI) the area which the city may grow during the implementation of the General Plan Implementation Period

Prior General Plans

- ▶ The first General Plan was adopted in 1958
- ▶ Major Revisions occurred in 1968, 1981, 1992, and 2000
- ▶ Specific Plans or Area Plans were added
 - Southwest Area Plan 1987
 - Applegate Business Plan 1991
 - Downtown Business District 1979

2020 General Plan

- ▶ Adopted in 2000 and expires in 2020 – July
 - ▶ Prepared by Pacific Municipal Consultants
 - ▶ Cost for the GP and EIR was approximately \$200,000
 - ▶ The SOI was not approved by LAFCO until 2002 – required execution of a City – County Tax Sharing Agreement
 - ▶ The Housing Element is on a different cycle – recently adopted and effective until 2023
- 

2009 Update

- ▶ In 2009 an updated was initiated but stopped due to financial issues
 - ▶ An Existing Conditions Report was completed and utility master plans were updated
 - ▶ The cost for the Update and EIR was approximately \$900,000
 - ▶ Utility Master Plan costs were separate
- 

Going forward

- ▶ Staff has obtained some informal estimates to prepare an update – the anticipated cost including the EIR is approximately \$900,000
- ▶ Cost does not include Utility Master Plan Updates or a Public Safety Plan
- ▶ Staff is working to bring forward proposals from AECOM, a contracted engineering company, which maintains the City's Utility Plans – if updated will help with the GP Update
- ▶ Staff is collecting information for the Municipal Service Review (MSR) as requested by LAFCO

Other considerations

- ▶ The GP Update will involve a great number of public meetings and likely technical level meetings
- ▶ If the public is not adequately involved the GP will not reflect the vision of the community going forward
- ▶ It will involve coordination with other local agencies and utilities
- ▶ It is the start of a larger process – will require zoning amendments, impact fee analysis – AB 1600 impact fee updates to implement the new GP

Other considerations – continued

- ▶ The hired consultants will be facilitators and impart knowledge from other communities and also knowledge on intricacies of State Planning Law – Air Quality and GHG for example
- ▶ They will also work concurrently on the EIR
- ▶ Legal and State requirements are a moving target – new requirements will likely come up in the process
- ▶ Minimum time is likely to be 24 to 36 months – we should expect longer – does not include LAFCO review
- ▶ There will be opposition and could include legal challenges

Role of the City Council and CDRC

- ▶ The City Council and Community Development & Resources Commission (CDRC) will have several joint and independent meetings on the GP update
- ▶ The City Council will have to authorize the issuance of an RFP or RFQ as well as allocate funding for the implementation – does not need to all be available at one time
- ▶ The City Council and CDRC will play a major role in guiding where growth should and should not occur – land use patterns – which has impacts on the entire GP document
- ▶ The City Council and Community Development & Resources Commission (CDRC) will have several joint and independent meetings on the GP update

Questions?



COST SAVINGS PER MONTH OF ALL SITES

| | | |
|-----------|----|-----------|
| January | \$ | 5,800.54 |
| February | \$ | 10,436.59 |
| March | \$ | 10,815.10 |
| April | \$ | 14,072.77 |
| May | \$ | 12,746.35 |
| June | \$ | 27,450.04 |
| July | \$ | 20,181.65 |
| August | \$ | 13,273.12 |
| September | \$ | 8,835.73 |
| October | \$ | 16,684.34 |
| November | \$ | 8,145.93 |
| December | \$ | 4,052.68 |

TOTAL SAVINGS

\$ 152,494.83

COST SAVINGS PER SITE FOR THE YEAR

| | | |
|------------------|----|-----------|
| Well 21 | \$ | 40,532.27 |
| City Hall Site A | \$ | 9,309.07 |
| City Hall Site B | \$ | 54,862.69 |
| Community Center | \$ | 17,024.93 |
| Well 15 | \$ | 11,095.32 |
| Well 17 | \$ | 19,670.55 |

TOTAL SAVINGS

\$ 152,494.83

Note: There are still some months from a few sites that we don't have data. The panels weren't in operation until later in the year. After November we will have data for every site at least going back a year.

Also, note that sometimes the pricing may fluctuate on the well due to how much the well ran during the month.

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

Request by: James Vineyard

Request for City Council meeting of

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

Title of agenda item: Dissolve the Audit and Finance Committee

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

The Audit and Finance Committee meets once a month prior to the normal Council meeting where the budget and other items are discussed. This same information is then repeated to the full Council later the same evening causing a duplicate of services that is not needed as well as wasting valuable staff time putting together the same information for two meetings. This practice needs to stop and simply be presented at the normal Council meeting where the public actually attends in large numbers thus saving staff time and money.

Are supporting documents or exhibits attached? Yes No

STAFF USE ONLY

Fiscal Impact: Prior City Council Action: Yes No

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

City Manager:  Date: 8-24-16

-----TRACKING-----

Date Received by Clerk: 8/24/16 Date reviewed at Staff Meeting: 8/29/16

Department/s Assigned: Date item routed

Comments:

Item set for:
 Action Action Taken:

Work Session (discussion) Status Update

On **proposed** Agenda Date: 9/12/16

Contact person notified of action or meeting date: By:

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

Request by: James Vineyard

Request for City Council meeting of

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

Title of agenda item: Removal of cell phones and other texting devices from Council Meetings

Brief description/summary of the agenda item (as you would like it to appear on the agenda):
Texting to and from the dias is a continuing and major distraction during Council Meetings. It creates not only an air of unprofessionalism from not listening to speakers and other Council Members, but also numerous legal issues regarding threats, information sharing, vote tampering, etc. Everyone on the dias can be contacted either via the Atwater PD, City Manager, Chief of Police (or his/her Law Enforcement designee) during the Council Meeting should there be a business or family emergency.

Are supporting documents or exhibits attached? Yes No

STAFF USE ONLY

Fiscal Impact: Prior City Council Action: Yes No

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

City Manager:  Date: 8-24-16

-----TRACKING-----

Date Received by Clerk: 8/24/16 Date reviewed at Staff Meeting: 9/6/16

Department/s Assigned: Date item routed

Comments:

Item set for:
 Action Action Taken:
 Work Session (discussion) Status Update

On **proposed** Agenda Date: 9/12/16

Contact person notified of action or meeting date: By:

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

Request by: James Vineyard

Request for City Council meeting of

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

Title of agenda item: Creation of City Council Districts vs Council Seats

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

This City needs to be progress and create City Council Districts in order to provide a more favorable representation of the population on the Council. While the Mayor can remain elected "At Large," the City needs to be broken up in 4-5 "Council Districts" with Council members representing a particular and living in that District. This process needs to begin immediately with the formation of a 6-10 person committee, implemented prior to the the 2018 elections, and prior to the City being sued as other Cities have been.

Are supporting documents or exhibits attached? Yes No

STAFF USE ONLY

Fiscal Impact: yes Prior City Council Action: Yes No

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

City Manager: [Signature] Date: 8-24-16

-----TRACKING-----

Date Received by Clerk: 8/24/16 Date reviewed at Staff Meeting: 9/6/16

Department/s Assigned: Date item routed

Comments:

Item set for:
 Action Action Taken:
 Work Session (discussion) Status Update

On **proposed** Agenda Date: 9/12/16

Contact person notified of action or meeting date: By:



Development Fee Reductions – Incentives September 12, 2016

Prior Program

- ▶ The City implemented a temporary fee reduction program to encourage new residential development
 - ▶ The program started in 2013 and was extended to June 30, 2016
 - ▶ The program provided the option of deferring the City's AB 1600 fees to occupancy – final of the building permit or a \$3,000 fee reduction if paid when the building permit was issued
 - ▶ Intended to help kick start residential development
- 

Summary of Single Family Residential Permits

- 2008 – 2
- 2009 – 0
- 2010 – 0
- 2011 – 0
- 2012 – 5
- 2013 – 4
- 2014 – 39
- 2015 – 112
- 2016 – 33 – through August 25, 2016

- Number of units issued receiving the benefits – 176

- The estimated total amount of the reduction is \$528,000 –

Prior Program

- Did not apply to commercial or industrial development – or any other types of development, institutional for example
- The reduction was only on the City’s AB 1600 component of “development impact fees” – CS 824, 2003
- The AB 1600 fees include;
 - Sewer connection fees – capacity and service
 - Water connection fees – capacity and service
 - Government Buildings
 - Police – equipment
 - Fire – equipment
 - Traffic and Circulation
 - Traffic Signals and Opticons
 - Park Land Acquisition
 - Park Land Improvements
 - Youth Center

AB 1600 Fees

- Funds can only be used for projects and activities in the AB 1600 Nexus Study
- They are intended to cover the costs to accommodate new development – do not address any existing deficiencies
- Typically reviewed and updated after a General Plan Update or other significant master plan update – water, sewer, parks, etc.
- Accounted separately from the General Fund
- Additional conditions can be applied to a project to mitigate for new impacts or impacts worsening existing conditions – often called an “exaction” or “condition of approval” – these are outside of the adopted AB 1600 and are project specific

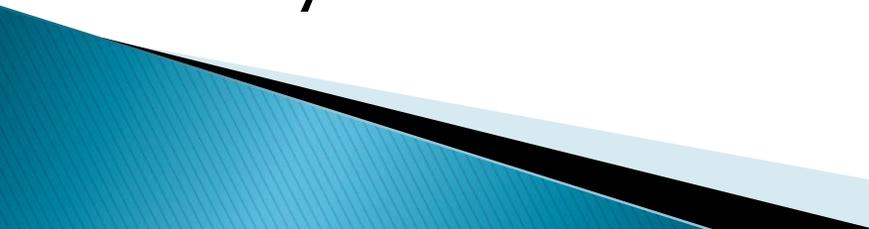
Other fees or costs

- ▶ The temporary Impact Fee Reduction did not affect any of the following;
 - **Building Permit Fees** – covers costs for inspections
 - **Building Plan Check Fees** – covers the cost to review plans for consistency with building codes
 - **Planning – Entitlement Application Fees** – covers costs to entitle a project – Site Plan, Planned Development, CUP, etc.
 - **Encroachment Permit Fees** – covers costs to review and inspect work done in the public right of way
 - **Site Plan Improvement Inspection Fees** – review of civil engineering plans
 - **Regional Transportation Impact Fees (RTIF)** – collected by the City and passed through to MCAG
 - **School Fees** – charged and collected by Atwater Elementary School District – they also collect for Merced Unified High School District

Options to consider

- ▶ The City Council may wish to consider some of the following options;
 - Reinstate a residential reduction program
 - Create new programs to reduce fees for non – residential development – commercial and industrial for example
 - Combine reductions with deferral options
 - Provide opportunities for sales tax rebates – similar to vacant building sales tax rebate program
 - Transient Occupancy Tax (TOT) rebate for new motel – hotel
 - Provide opportunities for property tax rebates – may want to consider once a new Tax Sharing Agreement is executed with Merced County

Other considerations

- ▶ Program options should be as simple as possible – easy to implement and easy to understand
 - ▶ Implementation should be equitable
 - ▶ Some more complex projects may require use of a Development Agreement (DA)
 - ▶ Programs should be performance based
 - ▶ There should be set terms – amounts and duration
 - ▶ There should be a process to appeal to the City Council when any unforeseen issues arise
- 

Some possible examples or options to consider

- ▶ Reinststate the \$3,000 temporary reduction for new residential development – single family or multi family, or consider some new amount
- ▶ Create a new non residential temporary fee reduction
- ▶ Defer all City AB 1600 fees to Occupancy for new residential development – single family or multi family – can be combined with the reduction program or as an alternative
- ▶ Defer all City AB 1600 fees to Occupancy for any new non residential buildings or additions – expansions – can be combined with the reduction program or as an alternative
- ▶ Provide a Sales Tax Rebate on the City's General share, not Measure H, for all new non residential buildings or additions – expansions
- ▶ If reuse of vacant buildings is a higher priority than new building development – the council may want to consider increasing the rebate amount or extending the term on the vacant building sale tax rebate program
- ▶ Provide for a TOT rebate program for new or expanding motel – hotels
- ▶ Consider eliminating all or a portion of the Regional Transportation Impact Fees (RTIF)

Questions?

Discussion

Possible Direction

