



## AGENDA WATERFORD CITY COUNCIL - REGULAR MEETING WATERFORD CITY HALL, CITY COUNCIL CHAMBERS 101 "E" STREET, WATERFORD, CA

#### WATERFORD CITY COUNCIL REGULAR MEETING - July 6, 2023 - 6:30 PM

**CALL TO ORDER &** 

FLAG SALUTE: Mayor Goeken

INVOCATION: Invocation

**ROLL CALL**:

Mayor: Charlie Goeken Vice Mayor: Jill Kitchens

Council Members: Christine Harris, Jamie Hilton, Elizabeth Talbott

#### **ADOPTION OF AGENDA:**

A member of the City Council motions to accept the items on the agenda for consideration as presented, or motions for any additions, including emergency items, or items pulled from consideration.

#### **CONFLICT OF INTEREST DECLARATION:**

Declaration by City Council members who may have a direct Conflict of Interest on any scheduled agenda item to be considered.

#### 1. PRESENTATIONS

#### 2. COMMUNICATIONS FROM THE AUDIENCE

This is the portion of the meeting specifically set aside to invite public comments regarding any matters not appearing on the agenda and within the jurisdiction of the City Council or the Successor Agency. Individual audience participation is limited to a maximum of 5 minutes. We encourage you to share your name and address or submit a speaker card to the City Clerk.

#### 3. ADOPTION OF CONSENT CALENDAR

All Matters listed under the Consent Calendar are considered routine by the Council and will be adopted by one action of the Council unless any Council Member desires to discuss any item or items separately. In that event, the Mayor will remove that item from the Consent Calendar and action will be considered separately.

- 3a: MOTION: Waiving all Readings of Ordinances and Resolutions, except by title.
- 3b: <u>RESOLUTION:</u> Resolution 2023-33, Approving the Warrant Register in the Amount of \$510,755.16 for the Period of June 12 to June 26, 2023.
- MOTION: Approving Minutes of the Regular City Council Meeting held June 15, 2023.

4. **FINAL READINGS** 5. **PUBLIC HEARINGS** 6. **GENERAL BUSINESS** 6a: RESOLUTION: Approving Resolution 2023-34, Accepting Improvements for, "Edgewater Subdivision (44M91)" and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder's Office. (Statzer) 6b: MOTION: Authorizing Staff to Prepare and Release a Request for Proposal (RFP) Soliciting Contractors for the Project No. 2022-07, "Community Center Remodel Project". (Statzer) MOTION: Approve Stanislaus Animal Services Agency Joint Powers Agency (SASA JPA) Agreement Amendment #1. (Pitcock) 6c: 7. SUCCESSOR AGENCY TO THE FORMER WATERFORD REDEVELOPMENT AGENCY 8. **INFORMATIONAL ITEMS** 8a: City Project List STAFF/COUNCIL COMMENTS AND MEETING REPORTS 9. 9a: City Staff 9b: City Council **ADJOURNMENT / RECESS** 10. **CLOSED SESSION** 11. REPORT OUT OF CLOSED SESSION 12.

#### NOTICE

<u>REPORTS:</u> Copies of the staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the office of the City Clerk. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at the front counter at City Hall during normal business hours.

COMMUNICATIONS FROM THE AUDIENCE: If you wish to address the City Council or the Successor Agency on any item <u>not</u> on the printed agenda, prior to the start of the meeting, or prior to addressing the City Council or the Successor Agency, complete and submit a speaker card and deliver it to the City Clerk. (Please note, speaker cards are not required, however completing a speaker card enables staff to better follow up with you later, if necessary and attribute your comments to you in the minutes of the meeting). When the Mayor calls for "Communications from the Audience," stand or raise your hand and the Mayor will ask you to approach the podium and state your name and city of residence. It is the policy of the City Council that they will not act on any matter not appearing on the posted agenda. The purpose of the discussion is to permit a member of the public to raise an issue or problem and to permit the City Council to ask questions for clarification of the issue or problem, provide information to the public, provide direction of the City Staff, or schedule the matter for a future meeting. Please hold all comments to five (5) minutes.

PUBLIC COMMENTS RELATED TO AN ITEM ON THE PRINTED AGENDA: Members of the public are entitled to directly address the City Council or the Successor Agency concerning any item that is described on the agenda during consideration of that item. If during a public hearing, the Mayor will direct when the hearing has opened for public comment. If you wish to address the City Council or the Successor Agency on any item listed on this agenda, please complete a speaker card and deliver it to the City Clerk prior to discussion of that item. (Please note, speaker cards are not required, however completing a speaker card enables staff to better follow up with you later, if necessary and attribute your comments to you in the minutes of the meeting.) When your name is called proceed to the podium and state your name and city of residence.

WRITTEN MATERIAL INTRODUCED INTO THE RECORD: Citizens wishing to introduce written material into the record at the public hearing on any item are requested to provide a copy of the written material to the City Clerk prior to the public hearing date and/or prior to the opening of the public hearing so that the material may be distributed to the City Council prior to the public hearing.

NOTICE REGARDING CHALLENGES TO DECISIONS: Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

<u>LIVE AND ON-DEMAND VIDEO RECORDINGS OF THE CITY COUNCIL/SUCCESSOR AGENCY:</u> The meeting of the Waterford City Council/Successor Agency can be watched live and on-demand from the City's website at <a href="https://www.cityofwaterford.org">www.cityofwaterford.org</a>.

AMERICANS WITH DISABILITIES ACT (ADA): In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (209) 874-2328 ext. 101 or email: <a href="mailto:pkrause@cityofwaterford.org">pkrause@cityofwaterford.org</a>. Requests must be made as early as possible and at least two-full business days before the start of the meeting

**General Information:** The Waterford City Council meets on the 1<sup>st</sup> and 3<sup>rd</sup> Thursdays of each month at

6:30PM., unless otherwise noticed.

Council Agenda's: Copies of City Council Agenda and agenda related writings or documents will be made

available for public inspection at the front counter at City Hall located at 101 "E" Street, Waterford, CA 72 hours prior to the meeting, or at the time of the scheduled meeting.

6/27/2023

Patricia Krause, CMC, City Clerk Date



#### Consent Calendar 3a

July 6, 2023

Patricia Krause, City Clerk / Administrative Services Director City Council Staff Report

Motion: Waive Readings of Ordinances and Resolutions, Except by Title.

#### **SUMMARY:**

It is recommended that the City Council approve the waiver of readings of Ordinances and Resolutions, except by title.

#### **ANALYSIS:**

Pursuant to California Government Code §36934, approval of the waiver of readings will allow Ordinances and Resolutions to be introduced by title only and acted upon without the need to read the entire text of the item into the public record. The documents related to proposed Ordinances and Resolutions are available for review by the public on the City's website and in the City Clerk's office at City Hall.

#### **FISCAL IMPACT:**

N/A

#### **ENVIRONMENTAL REVIEW:**

N/A

#### **ALTERNATIVES:**

- 1. Direct the City Clerk to read the entire text of resolutions and ordinances prior to approval and adoption.
- 2. Take no action.

#### **ATTACHMENTS:**

N/A





July 6, 2023 Patricia Krause, City Clerk / Administrative Services Director

Patricia Krause, City Clerk / Administrative Services Director
City Council Staff Report

Resolution: Adopting Resolution 2023-33, Approving the Warrant Register in the Amount of

\$510,755.16 for the Period of June 12 to June 26, 2023.

#### **SUMMARY:**

Consider approving the Warrant Register for the period of June 12 to June 26, 2023.

#### **ANALYSIS:**

As per Government Code Section §41004, a listing of all payments the City has made for goods and services need to be approved by City Council on a regular basis. This Warrant Register includes payments and payroll made for the period of June 12 to June 26, 2023.

#### **FISCAL IMPACT:**

Payments for this period total \$510,755.16.

#### **ENVIRONMENTAL REVIEW:**

NI/Δ

#### **ALTERNATIVES:**

- 1. Take no action.
- 2. Provide staff with further direction.

#### **ATTACHMENTS:**

- Resolution #2023-33
- Check Register Report

#### WATERFORD CITY COUNCIL

#### **RESOLUTION # 2023-33**

	DATE	TOTAL		
PAYROLL	6/12/2023	\$	29,365.51	
	6/26/2023	\$	34,885.99	
ACCOUNTS PAYABLE	6/12/2023	\$	15,335.00	
	6/15/2023	\$	207,755.90	
	6/22/2023	\$	205,040.27	
	6/26/2023	\$	18,372.49	
TOTAL		\$	510,755.16	

The City of Waterford does hereby reserve, determine and order as follows:

SECTION 1: That in accordance with Section 37202 of the Government Code that the City Manager hereby certifies to the accuracy of the following demands and the availability of funds for the payment thereof.

SECTION 2: That the following claims and demands are subject to audit as required by law, and that the same are hereby set forth.

Passed and Adopted by the City Council of Waterford at a regular meeting held on July 6, 2023 By the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

PATRICIA KRAUSE, CMC, CITY CLERK CHARLIE GOEKEN, MAYOR

**RESOLUTION 2023-33** 

## Payroll

## ACH Check Register

User: 'trish'

Printed: 06/12/2023 - 10:29AM

Batch: 00012.06.2023 Include Partial: FALSE



CITY OF WATERFORD PO BOX 199 WATERFORD, CA. 95386 209-874-2328

<b>Check Date</b>	<b>Check Number</b>	<b>Employee No</b>	<b>Employee Name</b>		Amount
06/12/2023	0	1002			3,510.42
06/12/2023	0	1006			916.43
06/12/2023	0	1008			2,099.63
06/12/2023	0	1017			1,075.52
06/12/2023	0	1018			1,330.18
06/12/2023	0	2004			286.55
06/12/2023	0	2005			2,470.70
06/12/2023	0	2006			2,982.55
06/12/2023	0	2010			656.87
06/12/2023	0	2012			2,058.90
06/12/2023	0	2020			3,812.96
06/12/2023	0	2024			1,589.78
06/12/2023	0	2028			1,583.31
06/12/2023	0	2030			2,280.66
06/12/2023	0	2031			2,070.14
06/12/2023	0	3002			135.20
06/12/2023	0	3010			125.85
06/12/2023	0	3012			126.62
06/12/2023	0	3013			126.62
06/12/2023	0	3014			126.62
	To	otal Employees:	20	Total:	29,365.51

## Payroll

## ACH Check Register

User: 'Marissa'

Printed: 06/26/2023 - 10:57AM

Batch: 00026.06.2023 Include Partial: FALSE



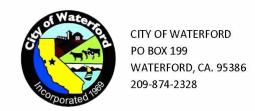
CITY OF WATERFORD PO BOX 199 WATERFORD, CA. 95386 209-874-2328

<b>Check Date</b>	<b>Check Number</b>	Employee No	<b>Employee Name</b>		Amount
06/26/2023	0	1002			3,510.42
06/26/2023	0	1006			1,206.96
06/26/2023	0	1008			2,100.64
06/26/2023	0	1017			897.52
06/26/2023	0	1018			1,329.80
06/26/2023	0	1019			390.04
06/26/2023	0	2004			258.06
06/26/2023	0	2005			2,824.50
06/26/2023	0	2006			2,982.55
06/26/2023	0	2010			641.41
06/26/2023	0	2012			2,058.90
06/26/2023	0	2020			8,568.70
06/26/2023	0	2024			2,074.08
06/26/2023	0	2028			1,815.99
06/26/2023	0	2030			1,656.77
06/26/2023	0	2031			1,928.74
06/26/2023	0	3002			135.20
06/26/2023	0	3010			125.85
06/26/2023	0	3012			126.62
06/26/2023	0	3013			126.62
06/26/2023	0	3014			126.62
		Total Employees:	21	Total:	34,885.99

## Computer Check Proof List by Vendor

User: tina

Printed: 06/08/2023 - 3:30PM Batch: 00001.06.2023



nvoice No	Description	Amount	<b>Payment Date</b>	Acct Number	Reference
Vendor: 110900	AT&T MOBILITY			Check Sequence: 1	ACH Enabled: False
K05242023	I PAD #287280326939 INTERNET CONNECT]	44.09	06/08/2023	1010-110-7811	
	Check Total:	44.09			
Vendor: 105896	AYERA TECHNOLOGIES, INC.			Check Sequence: 2	ACH Enabled: False
68702	INTERNET - WWTP JUNE 2023	84.00	06/08/2023	5050-700-7811	
186601	INTERNET - CITY HALL JUNE 2023	214.00	06/08/2023	1010-110-7811	
	Check Total:	298.00			
Vendor: 104894	BADAWI & ASSOCIATES			Check Sequence: 3	ACH Enabled: False
424	2023 AUDIT SERVICES	14,564.25	06/08/2023	1010-110-7192	
	Check Total:	14,564.25			
Vendor: 200690	BRITTANY BAKER			Check Sequence: 4	ACH Enabled: False
06022023	CANCELLATION REFUND FOR BEARD PAF	50.00	06/08/2023	1010-000-2510	
06022023	CANCELLATION REFUND FOR BEARD PAF	50.00	06/08/2023	1010-560-6010	
	Check Total:	100.00			
Vendor: 106515	BOSS BUSINESS SYSTEMS INC			Check Sequence: 5	ACH Enabled: False
152331	APRIL - KONICA SUPPLIES	283.11	06/08/2023	1010-110-7510	
	Check Total:	283.11			
Vendor: 106525	BOYETT PETROLEUM			Check Sequence: 6	ACH Enabled: False
16583	FUEL EXPENSE FOR MAY 2023	390.74	06/08/2023	1010-310-7520	
16583	FUEL EXPENSE FOR MAY 2023	844.38	06/08/2023	1010-580-7520	
16583	FUEL EXPENSE FOR MAY 2023	724.99	06/08/2023	5050-700-7520	
16583	FUEL EXPENSE FOR MAY 2023	87.12	06/08/2023	5070-800-7520	
16583	FUEL EXPENSE FOR MAY 2023	304.98	06/08/2023	5071-800-7520	
16583	FUEL EXPENSE FOR MAY 2023	43.56	06/08/2023	5072-800-7520	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	 Check Total:	2,395.77			
		2,393.77			
Vendor: 108025	CALIFORNIA CONSULTING, INC.			Check Sequence: 7	ACH Enabled: False
5968	JUNE - GRANT WRITING MONTHLY RETAI	3,000.00	06/08/2023	1010-110-7190	
	Check Total:	3,000.00			
Vendor: 200398	MARIA CASTILLO			Check Sequence: 8	ACH Enabled: False
05312023	BEARD PARK DEPOSIT REFUND FOR 05/27	50.00	06/08/2023	1010-000-2510	
	Check Total:	50.00			
Vendor: 110800	CHUCK'S AUTO PARTS			Check Sequence: 9	ACH Enabled: False
897374	HYDRAULIC FLUID - PLANT	39.90	06/08/2023	5050-700-7420	
	 Check Total:	39.90			
Vendor: 114310	DE LAGE LANDEN			Check Sequence: 10	ACH Enabled: False
80005007	COPIER LEASE - 06/15 THROUGH 07/14/202	246.63	06/08/2023	1010-110-7600	ACH Enabled: False
80003007	COPIER LEASE - 00/13 THROUGH 07/14/202	240.03	00/08/2023	1010-110-7000	
	Check Total:	246.63			
Vendor: 115705	DG TIRES & WHEELS			Check Sequence: 11	ACH Enabled: False
020700	BACKHOE TIRE	50.00	06/08/2023	5050-700-7420	
	Check Total:	50.00			
Vendor: 116099	DOCUSIGN INC LOCKBOX			Check Sequence: 12	ACH Enabled: False
111100143783	DOCUSIGN UPGRADE	3,605.00	06/08/2023	1010-110-7610	
	— Check Total:	3,605.00			
Vendor: 116906	ENGIE SERVICES U.S. INC.	2,000.00		Check Sequence: 13	ACH Enabled: False
90048060	CITY M & V RENEWAL - 10/01/2022 TO 09/3	1,943.28	06/08/2023	5050-700-7420	ACTI Eliabled. I also
90048060	CITY M & V RENEWAL - 10/01/2022 TO 09/3	215.92	06/08/2023	2230-260-7440	
90048060	CITY M & V RENEWAL - 10/01/2022 TO 09/3	215.92	06/08/2023	2210-260-7440	
90048060	CITY M & V RENEWAL - 10/01/2022 TO 09/30	188.93	06/08/2023	1010-560-7420	
90048060	CITY M & V RENEWAL - 10/01/2022 TO 09/30	134.95	06/08/2023	1010-110-7420	
90048061	CITY O & M RENEWAL - 10/01/2022 TO 09/3	5,502.96	06/08/2023	5050-700-7420	
90048061	CITY O & M RENEWAL - 10/01/2022 TO 09/3	382.15	06/08/2023	1010-110-7420	
90048061	CITY O & M RENEWAL - 10/01/2022 TO 09/3	611.44	06/08/2023	2230-260-7440	
90048061	CITY O & M RENEWAL - 10/01/2022 TO 09/3	611.44	06/08/2023	2210-260-7440	
90048061	CITY O & M RENEWAL - 10/01/2022 TO 09/3	535.01	06/08/2023	1010-560-7420	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
		10.242.00			
	Check Total:	10,342.00			
Vendor: 117630	EYEMED			Check Sequence: 14	ACH Enabled: False
165785388	JUNE COVERAGE	17.85	06/08/2023	1010-110-7120	
165785388	JUNE COVERAGE	2.88	06/08/2023	1010-210-7120	
165785388	JUNE COVERAGE	30.98	06/08/2023	1010-310-7120	
165785388	JUNE COVERAGE	3.44	06/08/2023	1010-410-7120	
165785388	JUNE COVERAGE	1.02	06/08/2023	1010-430-7120	
165785388	JUNE COVERAGE	0.58	06/08/2023	1010-550-7120	
165785388	JUNE COVERAGE	5.12	06/08/2023	1010-560-7120	
165785388	JUNE COVERAGE	13.68	06/08/2023	1010-580-7120	
165785388	JUNE COVERAGE	5.12	06/08/2023	2210-260-7120	
165785388	JUNE COVERAGE	100.33	06/08/2023	5050-700-7120	
165785388	JUNE COVERAGE	20.93	06/08/2023	5070-800-7120	
165785388	JUNE COVERAGE	90.82	06/08/2023	5071-800-7120	
165785388	JUNE COVERAGE	2.87	06/08/2023	5090-110-7120	
165785388	JUNE COVERAGE	8.25	06/08/2023	5072-800-7120	
	Check Total:	303.87			
Vendor: 200786	GHD, INC.			Check Sequence: 15	ACH Enabled: False
380-0033108	YOSEMITE CORRIDOR - SERVICES THROU	8,240.58	06/08/2023	6310-310-8295	
	Check Total:	8,240.58			
Vendor: 121000	GILTON SOLID WASTE MANAGEMENT, INC.			Check Sequence: 16	ACH Enabled: False
05312023	REINWAY PARK BIN RENTAL - MAY 2023	303.17	06/08/2023	1010-580-7410	
WATESS-0062	STREET SWEEPING - MAY 2023	2,526.48	06/08/2023	1010-300-7410	
WILDS 0002	STREET SWEET ING WIRT 2025	2,320.40	00/00/2023	1010 310 7170	
	Check Total:	2,829.65			
Vendor: UB*01863	GIOVANNA HEREDIA			Check Sequence: 17	ACH Enabled: False
	Refund Check 012406-000, 12917 BONNIE BR	71.26	06/02/2023	5071-000-2010	
	Check Total:	71.26			
Vendor: UB*01864	IBEW RELOCATIONS HOLDINGS LLC			Chaola Saguanaa 19	ACH Enabled: False
Vendor: UB*01864		107.00	06/02/2022	Check Sequence: 18	ACH Enabled: False
	Refund Check 012383-000, 13713 BROOK WA	127.83	06/02/2023	5070-000-2010	
	Check Total:	127.83			
Vendor: 126570	J.B. ANDERSON LAND USE PLANNING			Check Sequence: 19	ACH Enabled: False
060123GPS	MEDALLION WELLNESS	277.50	06/08/2023	•	
Vendor: 126570 060123GPS	J.B. ANDERSON LAND USE PLANNING MEDALLION WELLNESS	277.50	06/08/2023	Check Sequence: 19 2005-120-7190	ACH Ena

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
060123GPS	YOSEMITE ATP PROJECT	370.00	06/08/2023	6310-310-8292	
060123GPS	GENERAL PLANNING SERVICES	2,198.30	06/08/2023	1010-430-7195	
060123GPS	LEAP	9,291.00	06/08/2023	1010-430-7197	
	Check Total:	12,136.80			
Vendor: 200759	JARED STEELEY WATER & WASTEWATER MAN.	AGEMENT		Check Sequence: 20	ACH Enabled: False
9903	MAY 2023 - WATER CONSULTING	5,820.50	06/08/2023	5071-800-7190	
9903	MAY 2023 - WATER CONSULTING	1,663.00	06/08/2023	5070-800-7190	
9903	MAY 2023 - WATER CONSULTING	831.50	06/08/2023	5072-800-7190	
	Check Total:	8,315.00			
Vendor: 138700	LINDE GAS & EQUIPMENT INC.			Check Sequence: 21	ACH Enabled: False
36043860	CYLINDER RENTAL - 04/20 THROUGH 05/2	42.27	06/08/2023	1010-310-7510	
	Check Total:	42.27			
Vendor: 131900	MID-VALLEY PUBLICATIONS			Check Sequence: 22	ACH Enabled: False
341360	PUBLIC NOTICE # 12217 - PUBLISHED 05/30	401.45	06/08/2023	1010-110-7710	
	Check Total:	401.45			
Vendor: 132742	MOUNTAIN VALLEY ENVIRONMENTAL SERVIC	ES, INC.		Check Sequence: 23	ACH Enabled: False
4371	CROSS CONNECT - JULY 2023	40.00	06/08/2023	5070-800-7190	
4371	CROSS CONNECT - JULY 2023	140.00	06/08/2023	5071-800-7190	
4371	CROSS CONNECT - JULY 2023	20.00	06/08/2023	5072-800-7190	
	Check Total:	200.00			
Vendor: 200738	NAVIA BENEFIT SOLUTIONS			Check Sequence: 24	ACH Enabled: False
10707572	COBRA ADMIN - 05/01 THROUGH 05/31/202	35.00	06/08/2023	1010-110-7190	
	Check Total:	35.00			
Vendor: 135100	NORMAC			Check Sequence: 25	ACH Enabled: False
		004.50	06/00/2022	=	ACH Eliabled: False
0010819129-001	SPRINKLER SYSTEM PARTS FOR REPAIR	984.50	06/08/2023	1010-580-7420	
	Check Total:	984.50			
Vendor: 135325	O'REILLY AUTO PARTS			Check Sequence: 26	ACH Enabled: False
3915-246357	TAIL LIGHT REPAIR FOR VAN	10.01	06/08/2023	1010-310-7430	
	Check Total:	10.01			
	Check Total:	10.01			

05172023 MO 05172023 MO 05172023 MO 05172023 MO 05172023 MO 05172023 MO Check  Vendor: 136625 PIO 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS	&E  ONTHLY SERVICE - 04/18 THROUGH 05/1  Ceck Total:  ONEER MARKET WATERFORD  SCELLANEOUS SUPPLIES CITY HALL  SCELLANEOUS SUPPLIES STREETS  SCELLANEOUS SUPPLIES PARKS  SCELLANEOUS SUPPLIES WWTP  SCELLANEOUS SUPPLIES RIVER POINT  SCELLANEOUS SUPPLIES RIVER POINT  SCELLANEOUS SUPPLIES WATERFORD	24.27 9.60 9.60 182.55 14.59 25.05 265.66 10.36 35.99 35.99 9.58 7.20 25.20	06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023	Check Sequence: 27 1010-110-7820 1010-310-7820 1010-580-7820 1010-560-7820 1010-550-7820  Check Sequence: 28 1010-110-7510 1010-310-7510 1010-580-7510 5050-700-7510	ACH Enabled: False  ACH Enabled: False
05172023 MO 05172023 MO 05172023 MO 05172023 MO 05172023 MO 05172023 MO Check  Vendor: 136625 PIO 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS	ONTHLY SERVICE - 04/18 THROUGH 05/1 ONTHLY SERVICE - 04/18 THROUGH	9.60 9.60 182.55 14.59 25.05 265.66 10.36 35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023	1010-310-7820 1010-580-7820 1010-210-7820 1010-560-7820 1010-550-7820 Check Sequence: 28 1010-110-7510 1010-310-7510 1010-580-7510	ACH Enabled: False
05172023 MO 05172023 MO 05172023 MO 05172023 MO 05172023 MO Check  Vendor: 136625 PIO 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS	ONTHLY SERVICE - 04/18 THROUGH 05/1 ONEER MARKET WATERFORD SCELLANEOUS SUPPLIES CITY HALL SCELLANEOUS SUPPLIES STREETS SCELLANEOUS SUPPLIES PARKS SCELLANEOUS SUPPLIES WWTP SCELLANEOUS SUPPLIES RIVER POINT	9.60 182.55 14.59 25.05 265.66 10.36 35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023	1010-580-7820 1010-210-7820 1010-560-7820 1010-550-7820 Check Sequence: 28 1010-110-7510 1010-310-7510 1010-580-7510	ACH Enabled: False
05172023 MO 05172023 MO 05172023 MO Check  Vendor: 136625 PIO 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS	ONTHLY SERVICE - 04/18 THROUGH 05/1 ONEER MARKET WATERFORD SCELLANEOUS SUPPLIES CITY HALL SCELLANEOUS SUPPLIES STREETS SCELLANEOUS SUPPLIES PARKS SCELLANEOUS SUPPLIES WWTP SCELLANEOUS SUPPLIES RIVER POINT	182.55 14.59 25.05 265.66 10.36 35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023	1010-210-7820 1010-560-7820 1010-550-7820 Check Sequence: 28 1010-110-7510 1010-310-7510 1010-580-7510	ACH Enabled: False
05172023 MO 05172023 MO Chee Vendor: 136625 PIO 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS	ONTHLY SERVICE - 04/18 THROUGH 05/1 ONTHLY SERVICE - 04/18 THROUGH	14.59 25.05 265.66 10.36 35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023 06/08/2023	1010-560-7820 1010-550-7820 Check Sequence: 28 1010-110-7510 1010-310-7510 1010-580-7510	ACH Enabled: False
05172023 MO Chee Vendor: 136625 PIO 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS	DNTHLY SERVICE - 04/18 THROUGH 05/1  cck Total:  DNEER MARKET WATERFORD  SCELLANEOUS SUPPLIES CITY HALL  SCELLANEOUS SUPPLIES STREETS  SCELLANEOUS SUPPLIES PARKS  SCELLANEOUS SUPPLIES WWTP  SCELLANEOUS SUPPLIES RIVER POINT	25.05 265.66 10.36 35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023 06/08/2023	1010-550-7820 Check Sequence: 28 1010-110-7510 1010-310-7510 1010-580-7510	ACH Enabled: False
Chec Vendor: 136625 PIO 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS 05312023 MIS	eck Total:  DNEER MARKET WATERFORD  SCELLANEOUS SUPPLIES CITY HALL  SCELLANEOUS SUPPLIES STREETS  SCELLANEOUS SUPPLIES PARKS  SCELLANEOUS SUPPLIES WWTP  SCELLANEOUS SUPPLIES RIVER POINT	265.66 10.36 35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023 06/08/2023	Check Sequence: 28 1010-110-7510 1010-310-7510 1010-580-7510	ACH Enabled: False
Vendor:         136625         PIO           05312023         MIS           05312023         MIS           05312023         MIS           05312023         MIS           05312023         MIS           05312023         MIS	ONEER MARKET WATERFORD SCELLANEOUS SUPPLIES CITY HALL SCELLANEOUS SUPPLIES STREETS SCELLANEOUS SUPPLIES PARKS SCELLANEOUS SUPPLIES WWTP SCELLANEOUS SUPPLIES RIVER POINT	10.36 35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023	1010-110-7510 1010-310-7510 1010-580-7510	ACH Enabled: False
05312023       MIS         05312023       MIS         05312023       MIS         05312023       MIS         05312023       MIS	SCELLANEOUS SUPPLIES CITY HALL SCELLANEOUS SUPPLIES STREETS SCELLANEOUS SUPPLIES PARKS SCELLANEOUS SUPPLIES WWTP SCELLANEOUS SUPPLIES RIVER POINT	35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023	1010-110-7510 1010-310-7510 1010-580-7510	ACH Enabled: False
05312023       MIS         05312023       MIS         05312023       MIS         05312023       MIS	SCELLANEOUS SUPPLIES STREETS SCELLANEOUS SUPPLIES PARKS SCELLANEOUS SUPPLIES WWTP SCELLANEOUS SUPPLIES RIVER POINT	35.99 35.99 9.58 7.20	06/08/2023 06/08/2023 06/08/2023	1010-310-7510 1010-580-7510	
05312023 MIS 05312023 MIS 05312023 MIS	SCELLANEOUS SUPPLIES PARKS SCELLANEOUS SUPPLIES WWTP SCELLANEOUS SUPPLIES RIVER POINT	35.99 9.58 7.20	06/08/2023 06/08/2023	1010-580-7510	
05312023 MIS 05312023 MIS	SCELLANEOUS SUPPLIES WWTP SCELLANEOUS SUPPLIES RIVER POINT	9.58 7.20	06/08/2023		
05312023 MIS	SCELLANEOUS SUPPLIES RIVER POINT	7.20		5050-700-7510	
			06/08/2023	5050 100 1510	
05312023 MIS	SCELLANEOUS SUPPLIES WATERFORD	25.20		5070-800-7510	
			06/08/2023	5071-800-7510	
05312023 MIS	SCELLANEOUS SUPPLIES HICKMAN	3.60	06/08/2023	5072-800-7510	
Che	eck Total:	127.92			
Vendor: 130200 ROE	BBINS BROWNING GODWIN & MARCHINI LLP			Check Sequence: 29	ACH Enabled: False
68983 LEC	GAL SERVICES THROUGH 05/31/2023	175.00	06/08/2023	2005-120-7194	
68983 LEC	GAL SERVICES THROUGH 05/31/2023 CI	4,541.68	06/08/2023	1010-110-7194	
68984 LEC	GAL SERVICES THROUGH 05/31/2023 - C	427.50	06/08/2023	1010-410-7194	
Che	eck Total:	5,144.18			
Vendor: 142450 SEE	EGERS PRINTING			Check Sequence: 30	ACH Enabled: False
0141408-IN BUS	SINESS CARDS - TALBOTT	80.91	06/08/2023	1010-130-7510	
Che	eck Total:	80.91			
Vendor: 143195 SIEI	EMENS INDUSTRY INC			Check Sequence: 31	ACH Enabled: False
		1 040 75	06/09/2022	1010-110-7300	ACII Eliabled. I alse
5550925214 FIRI	RE SERVICES MONITORING - 06/01 THRC	1,040.75	06/08/2023	1010-110-7300	
Che	eck Total:	1,040.75			
Vendor: 144700 SPR	RINGBROOK HOLDING COMPANY LLC			Check Sequence: 32	ACH Enabled: False
INV-012946 CIV	VICPAY - APRIL 2023	490.00	06/08/2023	5050-700-7610	
	VICPAY - APRIL 2023	98.00	06/08/2023	5070-800-7610	
INV-012946 CIV	VICPAY - APRIL 2023	343.00	06/08/2023	5071-800-7610	
INV-012946 CIV	VICPAY - APRIL 2023	49.00	06/08/2023	5072-800-7610	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	- Check Total:	980.00			
Vendor: 147806	STATE CONTROLLER, DEPT. ACCOUNTING OFFI			Check Sequence: 33	ACH Enabled: False
FTB-00005918	FTB FEES - 01/01 THROUGH 12/31/2022	35.90	06/08/2023	1010-110-7200	
	Check Total:	35.90			
Vendor: 150500	THORSEN'S INC.			Check Sequence: 34	ACH Enabled: False
1136234	CITY HALL - AC REPAIR BREAKROOM AN	906.03	06/08/2023	1010-110-7410	
	Check Total:	906.03			
Vendor: 150567	TURLOCK IRRIGATION DISTRICT			Check Sequence: 35	ACH Enabled: False
05222023	HICKMAN POWER - 04/21 THROUGH 05/21/	1,194.71	06/08/2023	5072-800-7820	Tion Bhaolea. Faise
	-				
	Check Total:	1,194.71			
Vendor: 152866	UNITED PAVEMENT MAINTENANCE			Check Sequence: 36	ACH Enabled: False
11367	WEST YOSEMITE UTILITY RELOCATION	107,018.45	06/08/2023	5075-800-8022	
	Check Total:	107,018.45			
Vendor: 101225	UNITED SITE SERVICES COMPANY (A & A PORTA	ABLES)		Check Sequence: 37	ACH Enabled: False
114-13609514	TRAIL HEAD BATHROOM SEPTIC REMOVA	455.00	06/08/2023	1010-580-7420	
	Check Total:	455.00			
Vendor: 155600	WATERFORD FARM SUPPLY, INC.			Check Sequence: 38	ACH Enabled: False
05312023	MISCELLANEOUS OPERATING SUPPLIES &	4.95	06/08/2023	1010-310-7410	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	24.28	06/08/2023	1010-550-7410	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	374.86	06/08/2023	1010-580-7410	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	92.68	06/08/2023	1010-580-7420	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	189.90	06/08/2023	1010-580-7510	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	24.35	06/08/2023	1010-580-7580	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	323.48	06/08/2023	5050-700-7410	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	162.81	06/08/2023	5050-700-7510	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	43.11	06/08/2023	5050-700-7550	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	7.90	06/08/2023	5050-700-7560	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	0.50	06/08/2023	5070-800-7510	
05312023 05312023	MISCELLANEOUS OPERATING SUPPLIES &	21.17 66.47	06/08/2023 06/08/2023	5070-800-7550	
05312023	MISCELLANEOUS OPERATING SUPPLIES & MISCELLANEOUS OPERATING SUPPLIES &	74.07	06/08/2023	5071-800-7510 5071-800-7550	
05312023	MISCELLANEOUS OPERATING SUPPLIES &	0.25	06/08/2023	5072-800-7510	

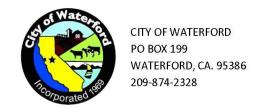
Invoice No	Description	Amount	<b>Payment Date</b>	Acct Number	Reference
05312023	MISCELLANEOUS OPERATING SUPPLIES &	10.58	06/08/2023	5072-800-7550	
	Check Total:	1,421.36			
Vendor: 155650	WATERFORD IRRIGATION SUPPLY INC.			Check Sequence: 39	ACH Enabled: False
203211	IRRIGATION PARTS FOR WWTP	22.96	06/08/2023	5050-700-7410	
203248	SOLENOID FOR PARK SPRINKLER VALVE	22.96	06/08/2023	1010-580-7420	
	Check Total:	45.92			
	Total for Check Run:	187,433.76			
	Total of Number of Checks:	39			

## Computer Check Proof List by Vendor

User: trish

Printed: 06/12/2023 - 11:25AM

Batch: 00012.06.2023



Invoice No	Description	Amount	<b>Payment Date</b>	Acct Number	Reference
Vendor: 105201	BANK OF THE WEST (IRS TAXES)			Check Sequence: 1	ACH Enabled: True
	PR Batch 00012.06.2023 FICA Employee Portio	25.74	06/12/2023	1010-000-2240	PR Batch 00012.06.2023 FICA Employee
	PR Batch 00012.06.2023 FICA Employer Portion	25.74	06/12/2023	1010-000-2240	PR Batch 00012.06.2023 FICA Employer
	PR Batch 00012.06.2023 Medicare Employee Pc	602.98	06/12/2023	1010-000-2240	PR Batch 00012.06.2023 Medicare Employ
	PR Batch 00012.06.2023 Medicare Employer Po	602.98	06/12/2023	1010-000-2240	PR Batch 00012.06.2023 Medicare Employ
	PR Batch 00012.06.2023 Federal Income Tax	3,414.18	06/12/2023	1010-000-2220	PR Batch 00012.06.2023 Federal Income 7
	Check Total:	4,671.62			
Vendor: 108350	CALIFORNIA EMPLOYMENT DEVELOPMENT DEF	ARTMENT		Check Sequence: 2	ACH Enabled: True
	PR Batch 00012.06.2023 EDD TRAINING TAX	0.70	06/12/2023	1010-000-2260	PR Batch 00012.06.2023 EDD TRAINING
	PR Batch 00012.06.2023 CALIFORNIA SDI	374.29	06/12/2023	1010-000-2260	PR Batch 00012.06.2023 CALIFORNIA S
	PR Batch 00012.06.2023 STATE UNEMPLOYN	10.26	06/12/2023	1010-000-2260	PR Batch 00012.06.2023 STATE UNEMP
	PR Batch 00012.06.2023 State Income Tax	1,101.62	06/12/2023	1010-000-2230	PR Batch 00012.06.2023 State Income Tax
	Check Total:	1,486.87			
Vendor: 154101	MISSION SQUARE - 303352			Check Sequence: 3	ACH Enabled: False
	PR Batch 00012.06.2023 DEFERRED COMP-4:	920.00	06/12/2023	1010-000-2280	PR Batch 00012.06.2023 DEFERRED CO
	PR Batch 00012.06.2023 457 LOAN REPAY	244.68	06/12/2023	1010-000-2280	PR Batch 00012.06.2023 457 LOAN REPA
	PR Batch 00012.06.2023 DEFERRED COMP 4:	950.77	06/12/2023	1010-000-2280	PR Batch 00012.06.2023 DEFERRED CO
	PR Batch 00012.06.2023 DEFERRED COM-45'	219.41	06/12/2023	1010-000-2285	PR Batch 00012.06.2023 DEFERRED CO
	Check Total:	2,334.86			
Vendor: 139400	PUBLIC EMPLOYEE RETIREMENT SYSTEM			Check Sequence: 4	ACH Enabled: True
	PR Batch 00012.06.2023 EMPLOYEE PERS CO	2,872.32	06/12/2023	1010-000-2270	PR Batch 00012.06.2023 EMPLOYEE PE
	PR Batch 00012.06.2023 EMPLOYER PAID PE	3,761.80	06/12/2023	1010-000-2270	PR Batch 00012.06.2023 EMPLOYER PA
	Check Total:	6,634.12			
Vendor: 148050	STATIONARY ENGINEERS LOCAL 39			Check Sequence: 5	ACH Enabled: False
	PR Batch 00012.06.2023 UNION DUES	207.53	06/12/2023	1010-000-2290	PR Batch 00012.06.2023 UNION DUES

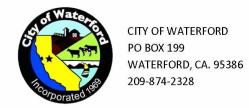
Invoice No	Description	Amount	Payment Date Acct Number	Reference	
	Check Total:	207.53			
	Total for Check Run:	15,335.00			
	Total of Number of Checks:	5			

## Computer Check Proof List by Vendor

User: tina

Printed: 06/15/2023 - 2:34PM

Batch: 00013.06.2023



Invoice No	Description	Amount	<b>Payment Date</b>	Acct Number	Reference
Vendor: 105600	BAY ALARM COMPANY			Check Sequence: 1	ACH Enabled: False
3299742	CAMERA MONITORING - PUBLIC WORKS	214.43	06/20/2023	5050-700-7730	
3299742	CAMERA MONITORING - PUBLIC WORKS	214.43	06/20/2023	5070-800-7730	
3299742	CAMERA MONITORING - PUBLIC WORKS	214.43	06/20/2023	5071-800-7730	
3299742	CAMERA MONITORING - PUBLIC WORKS	214.43	06/20/2023	5072-800-7730	
	Check Total:	857.72			
Vendor: 106401	BLUE SHIELD OF CALIFORNIA			Check Sequence: 2	ACH Enabled: False
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	545.42	06/20/2023	1010-110-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	756.14	06/20/2023	1010-310-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	71.11	06/20/2023	1010-410-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	43.21	06/20/2023	1010-550-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	216.04	06/20/2023	1010-560-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	540.10	06/20/2023	1010-580-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	266.12	06/20/2023	2210-260-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	1,761.47	06/20/2023	5050-700-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	566.45	06/20/2023	5070-800-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	1,591.34	06/20/2023	5071-800-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	229.22	06/20/2023	5072-800-7120	
231640046497	COVERAGE PERIOD: 07/01 THROUGH 07/3	158.10	06/20/2023	5090-110-7120	
	Check Total:	6,744.72			
Vendor: 144410	CHARTER COMMUNICATIONS (7173)			Check Sequence: 3	ACH Enabled: False
0076125060423	JUNE INTERNET SERVICE - 540 C ST	104.99	06/20/2023	1010-560-7811	
	Check Total:	104.99			
Vendor: 131898	MID VALLEY IT			Check Sequence: 4	ACH Enabled: False
202142498	MONTHLY IT SERVICES	3,480.00	06/20/2023	1010-110-7195	
	Check Total:	3,480.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 132700	MODESTO IRRIGATION DISTRICT			Check Sequence: 5	ACH Enabled: False
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	396.45	06/20/2023	1010-110-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/20	5,539.38	06/20/2023	5050-700-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	778.80	06/20/2023	1010-210-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	283.68	06/20/2023	1010-310-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	147.68	06/20/2023	1010-550-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	518.89	06/20/2023	1010-580-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	1,276.59	06/20/2023	2210-260-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	471.89	06/20/2023	2230-260-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	654.52	06/20/2023	5050-700-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	3,845.59	06/20/2023	5070-800-7820	
06052023	BILLING PERIOD - 05/05 THROUGH 06/05/2	14,597.41	06/20/2023	5071-800-7820	
	Check Total:	28,510.88			
Vendor: UB*01865	PROSPER VEST LLC			Check Sequence: 6	ACH Enabled: False
	Refund Check 009849-000, 412 F STREET	45.26	06/09/2023	5071-000-2010	
	Check Total:	45.26			
Vendor: 144700	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 7	ACH Enabled: False
INV-013540	CIVICPAY - MAY 2023	504.00	06/20/2023	5050-700-7610	Terremoted. Fulle
INV-013540	CIVICIAI - MAI 2023 CIVICPAY - MAY 2023	100.80	06/20/2023	5070-800-7610	
INV-013540	CIVICPAY - MAY 2023	352.80	06/20/2023	5071-800-7610	
INV-013540	CIVICPAY - MAY 2023	50.40	06/20/2023	5072-800-7610	
	Check Total:	1,008.00			
Vendor: 146700	STANISLAUS COUNTY RECORDER			Check Sequence: 8	ACH Enabled: False
080-024-018	LIEN RELEASE - 430 NTISDELL DRIVE RAC	20.00	06/20/2023	1010-110-6480	
	- Check Total:	20.00			
Vendor: 146900	STANISLAUS COUNTY SHERIFF			Check Sequence: 9	ACH Enabled: False
		124 101 67	07/20/2022	1010-210-7170	ACII Eliabled, I alse
2990	CONTRACT SERVICES - MAY 2023	134,101.67	06/20/2023	1010-210-7170	
	Check Total:	134,101.67			
Vendor: 148626	SUTTER HEALTH PLUS			Check Sequence: 10	ACH Enabled: False
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	1,268.29	06/20/2023	1010-110-7120	
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	269.89	06/20/2023	1010-210-7120	
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	1,435.46	06/20/2023	1010-310-7120	
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/3	271.50	06/20/2023	1010-410-7120	
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	79.99	06/20/2023	1010-430-7120	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	95.29	06/20/2023	1010-560-7120	
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	276.34	06/20/2023	1010-580-7120	
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	95.29	06/20/2023	2210-260-7120	
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2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	3,662.08	06/20/2023	5071-800-7120	
2624601	COVERAGE PERIOD: 07/01 THROUGH 07/31	490.76	06/20/2023	5072-800-7120	
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2023250110239	CHLORINE: REINWAY - WELL #302	940.60	06/20/2023	5071-800-7510	
2023250110240	CHLORINE: REINWAY - WELL #246	607.10	06/20/2023	5071-800-7510	
2023250110241	CHLORINE: DORSEY - WELL #242	607.10	06/20/2023	5071-800-7510	
2023250110242	CHLORINE: FOUNTAIN - WELL # 1 & 2	955.03	06/20/2023	5070-800-7510	
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05312023	ZOOM SUBSCRIPTION	59.35	06/20/2023	1010-110-7620	
05312023	PRIMO WATER SERVICE	87.48	06/20/2023	1010-110-7730	
05312023	LATE FEE	37.81	06/20/2023	1010-110-7770	
05312023	AMAZON - POWER POINT CLICKER	14.01	06/20/2023	1010-130-7510	
05312023	DOG PARK SIGNAGE & GRAND OPENING !	461.64	06/20/2023	1010-580-7510	
05312023	PUBLIC WORKS EMPLOYEE APPRECIATIO	355.76	06/20/2023	1010-110-7732	
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11381	WEST YOSEMITE UTILITY RELOCATION	10,054.85	06/20/2023	5075-800-8022	
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9936781104	LAPTOP SERVICE ACCESS - 06/09 THRU 07/	12.46	06/20/2023	5070-800-7810	
9936781104	LAPTOP SERVICE ACCESS - 06/09 THRU 07/	43.62	06/20/2023	5071-800-7810	
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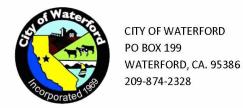
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2098931-0	OFFICE SUPPLIES	230.29	06/20/2023	1010-110-7515	
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## Computer Check Proof List by Vendor

User: tina

Printed: 06/22/2023 - 2:49PM

Batch: 00014.06.2023



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132267	PAST DUE STATEMENTS - JUNE 2023	19.83	06/23/2023	5072-800-7190	
132290	JUNE 2023 RECYCLING FLYER INSERT	447.43	06/23/2023	1010-000-2764	
132291	STATEMENTS & INSERT FOR JUNE 2023	356.80	06/23/2023	5050-700-7190	
132291	STATEMENTS & INSERT FOR JUNE 2023	89.20	06/23/2023	5070-800-7190	
132291	STATEMENTS & INSERT FOR JUNE 2023	356.80	06/23/2023	5071-800-7190	
132291	STATEMENTS & INSERT FOR JUNE 2023	89.20	06/23/2023	5072-800-7190	
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MP-20230616	ADVANCE POSTAGE DUE	632.00	06/23/2023	5071-800-7540	
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112-85991	ANSWERING SERVICE PERIOD - 06/06 TO 0	11.95	06/23/2023	1010-310-7810	
112-85991	ANSWERING SERVICE PERIOD - 06/06 TO 0	23.88	06/23/2023	5050-700-7810	
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0020090938	SERVICE PERIOD - 05/13 THROUGH 06/12/2	6.76	06/23/2023	5071-800-7810	
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06152023         JULY COVERAGE - LIFE INSURANCE         2.56         06/23/2023         1010-560-7120           06152023         JULY COVERAGE - LIFE INSURANCE         7.07         06/23/2023         1010-580-7120           06152023         JULY COVERAGE - LIFE INSURANCE         2.56         06/23/2023         2210-260-7120           06152023         JULY COVERAGE - LIFE INSURANCE         76.53         06/23/2023         5050-700-7120           06152023         JULY COVERAGE - LIFE INSURANCE         2.95         06/23/2023         5070-800-7120           06152023         JULY COVERAGE - LIFE INSURANCE         0.49         06/23/2023         5071-800-7120	
06152023         JULY COVERAGE - LIFE INSURANCE         7.07         06/23/2023         1010-580-7120           06152023         JULY COVERAGE - LIFE INSURANCE         2.56         06/23/2023         2210-260-7120           06152023         JULY COVERAGE - LIFE INSURANCE         76.53         06/23/2023         5050-700-7120           06152023         JULY COVERAGE - LIFE INSURANCE         2.95         06/23/2023         5070-800-7120           06152023         JULY COVERAGE - LIFE INSURANCE         0.49         06/23/2023         5071-800-7120	
06152023         JULY COVERAGE - LIFE INSURANCE         2.56         06/23/2023         2210-260-7120           06152023         JULY COVERAGE - LIFE INSURANCE         76.53         06/23/2023         5050-700-7120           06152023         JULY COVERAGE - LIFE INSURANCE         2.95         06/23/2023         5070-800-7120           06152023         JULY COVERAGE - LIFE INSURANCE         0.49         06/23/2023         5071-800-7120	
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06152023         JULY COVERAGE - LIFE INSURANCE         2.95         06/23/2023         5070-800-7120           06152023         JULY COVERAGE - LIFE INSURANCE         0.49         06/23/2023         5071-800-7120	
06152023 JULY COVERAGE - LIFE INSURANCE 0.49 06/23/2023 5071-800-7120	
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06152023 JULY COVERAGE - LIFE INSURANCE 3.55 06/23/2023 5072-800-7120	
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581700955 COVERAGE PERIOD - JULY 2023 160.07 06/23/2023 1010-310-7120	
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581700955 COVERAGE PERIOD - JULY 2023 328.87 06/23/2023 5071-800-7120	
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10641 SUNRISE VISTA - HOME MONITORING APF 1,187.50 06/23/2023 1010-410-7190	Terr Endoted. Laibe

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R22-566014	PID: P219156 2022/2023 - 3RD QUARTER	14,580.00	06/23/2023	1010-410-7160	
R22-566023	PID: P219156 2022/2023 - 4TH QUARTER	14,580.00	06/23/2023	1010-410-7160	
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{162}	JUNE MONTHLY SECURITY	175.00	06/23/2023	5050-700-7300	
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3287	OIL CHANGE F250 - WATER DEPT	37.92	06/23/2023	5070-800-7430	
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3287	OIL CHANGE F250 - WATER DEPT	18.96	06/23/2023	5072-800-7430	
3288	AC REPAIR - DODGE RAM WWTP	431.43	06/23/2023	5050-700-7430	
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Vendor: 157700	WILSON FAMILY PLUMBING, INC.			Check Sequence: 13	ACH Enabled: False
11805	REPAIR WATER LEAK @ 12813 WELCH	160.00	06/23/2023	5071-800-7410	
11825	REPAIR WATER LEAK @ 221 N WESTERN A	1,684.83	06/23/2023	5071-800-7410	
	Check Total:	1,844.83			

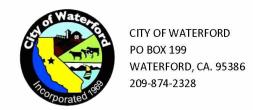
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	205,040.27			
	Total of Number of Checks:	13			

## Computer Check Proof List by Vendor

User: Marissa

Printed: 06/26/2023 - 1:45PM

Batch: 00026.06.2023



Invoice No	Description	Amount	<b>Payment Date</b>	Acct Number	Reference
Vendor: 105201	BANK OF THE WEST (IRS TAXES)			Check Sequence: 1	ACH Enabled: True
	PR Batch 00026.06.2023 FICA Employee Portio	53.89	06/26/2023	1010-000-2240	PR Batch 00026.06.2023 FICA Employee
	PR Batch 00026.06.2023 FICA Employer Portion	53.89	06/26/2023	1010-000-2240	PR Batch 00026.06.2023 FICA Employer I
	PR Batch 00026.06.2023 Medicare Employee Pc	725.23	06/26/2023	1010-000-2240	PR Batch 00026.06.2023 Medicare Employ
	PR Batch 00026.06.2023 Medicare Employer Po	725.23	06/26/2023	1010-000-2240	PR Batch 00026.06.2023 Medicare Employ
	PR Batch 00026.06.2023 Federal Income Tax	5,568.66	06/26/2023	1010-000-2220	PR Batch 00026.06.2023 Federal Income T
	Check Total:	7,126.90			
Vendor: 108350	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPAR	TMENT		Check Sequence: 2	ACH Enabled: True
	PR Batch 00026.06.2023 EDD TRAINING TAX	1.15	06/26/2023	1010-000-2260	PR Batch 00026.06.2023 EDD TRAINING
	PR Batch 00026.06.2023 CALIFORNIA SDI	450.16	06/26/2023	1010-000-2260	PR Batch 00026.06.2023 CALIFORNIA S
	PR Batch 00026.06.2023 STATE UNEMPLOYN	17.07	06/26/2023	1010-000-2260	PR Batch 00026.06.2023 STATE UNEMPL
	PR Batch 00026.06.2023 State Income Tax	1,973.99	06/26/2023	1010-000-2230	PR Batch 00026.06.2023 State Income Tax
	Check Total:	2,442.37			
Vendor: 154101	MISSION SQUARE - 303352			Check Sequence: 3	ACH Enabled: False
	PR Batch 00026.06.2023 DEFERRED COMP-4:	420.00	06/26/2023	1010-000-2280	PR Batch 00026.06.2023 DEFERRED CO
	PR Batch 00026.06.2023 457 LOAN REPAY	244.68	06/26/2023	1010-000-2280	PR Batch 00026.06.2023 457 LOAN REPA
	PR Batch 00026.06.2023 DEFERRED COMP 4:	950.77	06/26/2023	1010-000-2280	PR Batch 00026.06.2023 DEFERRED CO
	PR Batch 00026.06.2023 DEFERRED COM-45'	219.41	06/26/2023	1010-000-2285	PR Batch 00026.06.2023 DEFERRED CO
	Check Total:	1,834.86			
Vendor: 139400	PUBLIC EMPLOYEE RETIREMENT SYSTEM			Check Sequence: 4	ACH Enabled: True
	PR Batch 00026.06.2023 EMPLOYEE PERS CO	2,456.00	06/26/2023	1010-000-2270	PR Batch 00026.06.2023 EMPLOYEE PE
	PR Batch 00026.06.2023 EMPLOYER PAID PE	4,126.78	06/26/2023	1010-000-2270	PR Batch 00026.06.2023 EMPLOYER PA
	Check Total:	6,582.78			
Vendor: 147925	FRANCHISE TAX BOARD STATE OF CALIFORNIA			Check Sequence: 5	ACH Enabled: False
	PR Batch 00026.06.2023 CA FRANCHISE TAX	178.00	06/26/2023	1010-000-2290	PR Batch 00026.06.2023 CA FRANCHISE

Invoice No	Description	Amount	<b>Payment Date</b>	Acct Number	Reference
	Check Total:	178.00			
Vendor: 148050	STATIONARY ENGINEERS LOCAL 39 PR Batch 00026.06.2023 UNION DUES	207.58	06/26/2023	Check Sequence: 6 1010-000-2290	ACH Enabled: False PR Batch 00026.06.2023 UNION DUES
	Check Total:	207.58			
	Total for Check Run:	18,372.49			
	Total of Number of Checks:	6			



#### **Consent Calendar 3c**

July 6, 2023

Patricia Krause, City Clerk / Administrative Services Director City Council Staff Report

Motion: Approving Minutes of the Regular City Council Meeting held June 15, 2023.

#### **SUMMARY:**

Consider approving minutes from the June 15, 2023 Regular City Council meeting.

#### **ANALYSIS:**

Approve Minutes of the Regular City Council Meeting held on June 15, 2023.

#### **FISCAL IMPACT:**

N/A

#### **ENVIRONMENTAL REVIEW:**

N/A

#### **ALTERNATIVES:**

- 1. Direct the City Clerk to make amendments to the minutes and bring them back for approval at a future City Council meeting.
- 2. Take no action.

#### **ATTACHMENTS:**

• City Council Regular Meeting Minutes of June 15, 2023.



# MINUTES WATERFORD CITY COUNCIL - REGULAR MEETING WATERFORD CITY HALL, CITY COUNCIL CHAMBERS 101 "E" STREET, WATERFORD, CA

#### WATERFORD CITY COUNCIL REGULAR MEETING - JUNE 16, 2023 - 6:30 PM

MEETING CALLED TO ORDER BY MAYOR GOEKEN AT: 6:30 pm

FLAG SALUTE: Mayor Goeken

**INVOCATION:** Pastor Pete Mar, Community Bible Church gave the invocation.

#### **ROLL CALL PRESENT:**

Mayor Goeken

Council Member Harris Council Member Talbott

**ABSENT:** Vice Mayor Kitchens

Council Member Hilton

#### **STAFF PRESENT:**

Michael Pitcock, City Manager Patricia Krause, City Clerk / Administrative Services Director Lonnie Statzer, Public Works Superintendent City Attorney Corbett Browning Michael Parker, Police Chief

#### **ADOPTION OF AGENDA:**

ACTION: By motion moved and seconded (CM Talbott / CM Harris / 3-0) to adopt the Agenda.

AYES: Goeken, Harris, Talbott

NAYS: None

ABSENT: Hilton, Kitchens

ABSTAIN: None

Motion passed 3-0.

#### CONFLICT OF INTEREST DECLARATION:

None.

#### 1. PRESENTATION

#### 2. COMMUNICATIONS FROM THE AUDIENCE

Ms. Ochoa spoke to the Council about her request to have a Taco Truck in the town of Waterford. Mrs. Sherrilyn Casey invited City Staff and Council to an appreciation luncheon at the Museum.

#### 3. ADOPTION OF CONSENT CALENDAR

- 3a: <u>MOTION:</u> Waiving all Readings of Ordinances and Resolutions, except by title.
- 3b: <u>RESOLUTION:</u> Adopting Resolution 2023-29, Approving the Warrant Register in the Amount of \$797,822.92 for the Period of May 15 to May 30, 2023.
- 3c: <u>MOTION:</u> Approving Minutes of the Regular City Council Meeting held May 18, 2023.

ACTION: By motion moved and seconded (CM Talbott / CM Harris / 3-0) to adopt the Consent Calendar.

AYES: Goeken, Harris, Talbott

NAYS: None

ABSENT: Hilton, Kitchens

ABSTAIN: None

Motion passed 3-0.

#### 4. FINAL READINGS

#### 5. PUBLIC HEARINGS

5a: <u>RESOLUTION:</u> Approving Resolution 2023-30, Confirming the Assessments and Ordering the Levy of \$11.24 per Parcel for the Waterford Lighting Assessment District for Fiscal Year 2023-24. (*Krause*)

Public Hearing Opened: 6:46 PM Public Hearing Closed: 6:46 PM

ACTION: By motion moved and seconded (CM Talbott / CM Harris / 3-0) to Approve Resolution 2023-30, Confirming the Assessments and Ordering the Levy of \$11.24 per Parcel for the Waterford Lighting Assessment District for Fiscal Year 2023-24.

AYES: Goeken, Harris, Talbott

NAYS: None

ABSENT: Hilton, Kitchens

ABSTAIN: None

Motion passed 3-0.

5b: <u>RESOLUTION:</u> Approving Resolution 2023-31, Confirming the Assessments and Ordering the Levy of \$52.00 per Parcel (Zone A) and \$28.52 (Zone B) for the Waterford Landscape and Lighting Assessment District for Fiscal Year 2023-24. (*Krause*)

Public Hearing Opened: 6:48 PM Public Hearing Closed: 6:48 PM

ACTION: By motion moved and seconded (CM Talbott / CM Harris / 3-0) to Approve Resolution 2023-31, Confirming the Assessments and Ordering the Levy of \$52.00 per Parcel (Zone A) and \$28.52 (Zone B) for the Waterford Landscape and Lighting Assessment District for Fiscal Year 2023-24.

AYES: Goeken, Harris, Talbott

NAYS: None

ABSENT: Hilton, Kitchens

ABSTAIN: None

Motion passed 3-0.

#### 6. GENERAL BUSINESS

6a: <u>MOTION:</u> Authorizing Staff to Prepare and Release a Request for Proposal (RFP) Soliciting Contractors for the Project No. 2023-08, "Western Ave, Pecan Ave, and Dorsey St. Improvements". (*Statzer*)

ACTION: By motion moved and seconded (CM Talbott / CM Harris / 3-0) Authorizing Staff to Prepare and Release a Request for Proposal (RFP) Soliciting Contractors for the Project No. 2023-08, "Western Ave, Pecan Ave, and Dorsey St. Improvements".

AYES: Goeken, Harris, Talbott

NAYS: None

ABSENT: Hilton, Kitchens

ABSTAIN: None

Motion passed 3-0.

6b: <u>RESOLUTION:</u> Adopting Resolution 2023-32, Establishing a City of Waterford Policy on Proclamations. (*Pitcock*)

ACTION: By motion moved and seconded (Mayor Goeken / CM Harris / 2-1) to adopt Resolution 2023-32, Establishing a City of Waterford Policy on Proclamations.

#### By rollcall vote.

AYES: Goeken, Harris

NAYS: Talbott

ABSENT: Hilton, Kitchens

ABSTAIN: None

Motion passed 2-1.

#### 7. SUCCESSOR AGENCY TO THE FORMER WATERFORD REDEVELOPMENT AGENCY

#### 8. INFORMATIONAL ITEMS

8a: City Project List

#### 9. STAFF/COUNCIL COMMENTS AND MEETING REPORTS

9a: City Staff

Chief Parker gave an update on the crime stats for the month of May, as well as information on the most recent DUI checkpoint that was conducted. Chief Parker also informed the Council of the most recent traffic trailer activity.

Public Works Superintendent reminded Council and the public that the Citywide yard sale and clean-up day was happening Saturday, June 17<sup>th</sup>.

City Manager Pitcock gave an update on commercial development activities, as well as updates on the various projects in progress around the City.

9b: City Council

Councilmember Talbott invited the public to the dog park grand opening ceremony on June 24<sup>th</sup>. Mrs. Talbott, as a representative on the Stanislaus Homeless Alliance, gave an update on services that are available through the Countywide Consortium. Councilmember Talbott wished everyone a Happy Pride Month and Juneteenth.

Councilmember Harris wished everyone a Happy 4th of July.

Mayor Goeken thanked everyone for coming and wished everyone a Happy Father's Day.

#### 10. ADJOURNMENT / RECESS

ACTION: By motion moved and seconded (CM Talbott / CM Harris / 3-0) to adjourn the meeting at 7:05 pm.

AYES: Goeken, Harris, Talbott

NAYS: None

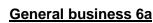
ABSENT: Hilton, Kitchens

ABSTAIN: None

Motion passed 3-0.

#### 11. CLOSED SESSION

PASSED AND ADOPTED by the Waterford City Council at a following vote:	regular meeting held on July 6th, 2023 by the
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	CITY OF WATERFORD:
	Charlie Goeken, Mayor
ATTEST:	
Patricia Krause, CMC, City Clerk	





July 6, 2023 Lonnie Statzer Public Works Superintendent City Council Staff Report

Resolution: Approving Resolution 2023-34, Accepting Improvements for, "Edgewater Subdivision (44M91)" and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder's Office.

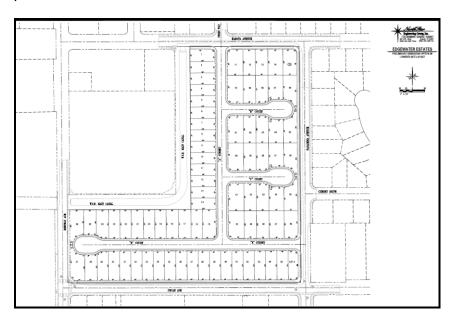
#### **SUMMARY:**

City Council is being asked to accept the Edgewater Subdivision improvements and authorize the City Engineer to file a Notice of Completion with the Stanislaus County Recorder's Office.

#### **ANALYSIS:**

The Edgewater Subdivision project (hereinafter referred to as the "Project") was approved by the City Council on February 21, 2019.

The Project consists of seventy-five (75) single-family residential lots located on a 12.67-acre parcel. The Project is bounded by Kadota Avenue to the north, Pecan Avenue to the south, N. Pasadena Avenue to the east, and N. Reinway Avenue to the west. The adopted Tentative Subdivision Map is provided below for reference.



All work has been completed in accordance with the Plans, Specifications and Standard Plans. Staff recommends City Council accept the improvements and authorize the City Engineer to file a Notice of Completion with the Stanislaus County Recorder's Office.

#### FISCAL IMPACT

N/A

#### **ENVIRONMENTAL REVIEW:**

N/A

#### **ALTERNATIVES:**

1. Not approve the Notice of Completion. Staff does not recommend this alternative as the project has been completed per the construction documents.

#### **ATTACHMENTS:**

- Resolution 2023-34
- Notice of Completion

#### WATERFORD CITY COUNCIL RESOLUTION # 2023-34

APPROVING RESOLUTION 2023-34, ACCEPTING IMPROVEMENTS FOR, "EDGEWATER SUBDIVISION (44M91)" AND AUTHORIZING THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE STANISLAUS COUNTY RECORDER'S OFFICE.

**WHEREAS**, the City Council of the City of Waterford previously approved the Edgewater Subdivision project; and

**WHEREAS**, on or around February 21, 2019, a Subdivision Improvement Agreement was duly executed by and between D.R. Horton, Inc. Contractor, and the City of Waterford, California, a Municipal Corporation to have certain public improvements constructed and installed to the satisfaction of the City Engineer; and

**WHEREAS**, it is the City Engineer's opinion the improvements have been constructed and installed in accordance with the contract, approved specifications and plans; and

**WHEREAS**, security securing the payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment may be released six (6) months from receipt by the City of the recorded Notice of Completion, provided no claims have been filed with the City; and

**WHEREAS**, the performance security to remain in effect for (1) year guaranteeing that the completed work remains satisfactory during the required one (1) year warranty period and may be released upon correction, by Contractor, of any defects in the work existing at the end of the warranty period.

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATERFORD DOES HEREBY RESOLVE AS FOLLOWS:

- **Section 1.** The City Council of the City of Waterford accepts the public improvements into the City of Waterford maintained infrastructure system, such having been inspected by the City Engineer of the City of Waterford.
- **Section 2.** The City Council of the City of Waterford authorizes the City Engineer to prepare the Notice of Completion and cause same to be recorded in the Official Records of Stanislaus County, California.
- **Section 3.** The adoption of this resolution does not release any improvement securities which have been provided in accordance with the above-referenced Agreement. Such shall remain in full force and effect as set forth above.

**PASSED, APPROVED, AND ADOPTED** by the Waterford City Council of the City of Waterford at a regular meeting this 6<sup>th</sup> day of July 2023, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	CITY OF WATERFORD
	Charlie Goeken, Mayor
ATTEST:	APPROVED AS TO FORM:
PATRICIA KRAUSE, CMC City Clerk	CORBETT J. BROWNING City Attorney

**RECORDING REQUESTED BY** CITY OF WATERFORD WHEN RECORDED MAIL TO: City Engineer City of Waterford 101 "E" Street Waterford, California 95386 SPACE ABOVE THIS LINE FOR RECORDER'S USE Notice of Completion Notice is hereby given that: 1. The undersigned is a representative of the owner of the interest or estate stated below in the property hereinafter described. 2. The full name of the owner is the **City of Waterford**. 3. The full address of the owner 101 E Street, Waterford, California, 95386 4. The nature of the title of the owner is: In fee. 5. A work of improvement on the property hereinafter described was completed in April 30, 2023. The name of the contractor, for such work of improvement was **D.R. Horton, Inc.** 6. The nature of the work of improvement was the construction of public improvements for the Edgewater Subdivision (44M91). 7. The property on which said work of improvement was completed is in the city of Waterford, county of Stanislaus, state of California, and is described as follows: Kadota Avenue to the north, Pecan Avenue to the south, N. Pasadena Avenue to the east, and N. Reinway Avenue to the west. 8. The street address of said property is **none**. I, Robert B. Marler, declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct. Signing on behalf of City of Waterford Dated: \_\_\_\_\_ Robert B. Marler, Waterford City Engineer **VERIFICATION:** I, Robert B. Marler, the undersigned, declare under penalty, under the laws of the State of California that I am the owner, or agent of the owner, of the interest or estate in the property described in the above notice; that I have read the notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Robert B. Marler, Waterford City Engineer

Signing on behalf of City of Waterford

Executed on \_\_\_\_\_\_\_, at Manteca, California.



### **General Business 6b**

July 6, 2023 Lonnie Statzer Public Works Superintendent City Council Staff Report

Motion: Authorizing Staff to Prepare and Release a Request for Proposal (RFP) Soliciting Contractors for the Project No. 2022-07, "Community Center Remodel Project".

### **SUMMARY:**

Staff is requesting authorization to prepare and release a Request for Proposal (RFP) from contractors for the "Community Center Remodel."

### **ANALYSIS:**

The Community Center was built in August of 1980, and has served our community for 43 years and in that time the building has slowly deteriorated. It is now time to refurbish and give the Community Center some upgrades that it is in dire need of.

The scope of work provides for alterations to the existing community center to provide new accessible restrooms, new kitchen equipment, new finishes and painting throughout. Mechanical and electrical systems and devices will be reworked. Electrical work to include the repair and installation of new electrical equipment damaged from fire. Re-roofing consists of the removal and replacement of the flat built-up roofing. All proposed improvements are within the City's right-of-way.

### **FISCAL IMPACT:**

The engineer's estimate for this project is \$850,000.

Funding Source	Line Code	Funding Amount
General	1010-560-8020	\$850,000

### **ENVIRONMENTAL REVIEW:**

This project is categorically exempted according to Title 14, Chapter 3, Article 19 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), in accordance with Section 15301 "Existing Facilities."

### **ALTERNATIVES:**

1. Council could choose not to move forward with these improvements and direct staff to use these funds towards another improvement project.

### **ATTACHMENTS:**

- Bid Authorization Request Summary
- Sample Agreement
- Location Map



### **BID AUTHORIZATION REQUEST SUMMARY**

Project Name: Community Center Remodel

**Proposed Advertisement Date:** July 10, 2023

Proposed Bid Date: August 10, 2023

Estimated Construction Schedule: September 1 – March 1, 2024

**Engineer's Estimate:** \$850,000

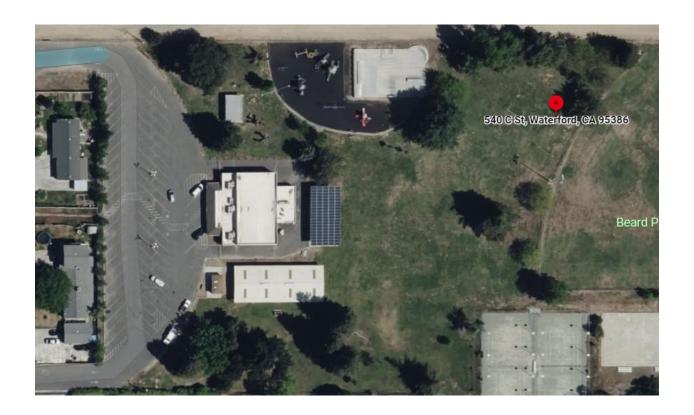
Funding Sources: General

**Project Location:** 

1. 540 C. Street

### **Project Description:**

The scope of work is to provide an alteration to the existing community center by providing new accessible restrooms, new kitchen equipment, new finishes and painting throughout. Mechanical and electrical systems and devices will be reworked. Electrical work to include the repair and installation of new electrical equipment damaged from fire. Re-roofing consists of the removal and replacement of the flat built-up roofing. All proposed improvements are within the City's right-of-way.



### A G R E E M E N T FOR PUBLIC IMPROVEMENT PROJECT NO. 2022-07 "COMMUNITY CENTER REMODEL"

herein		GREEMENT, is entered between the CITY OF WATERFORD, a Municipal Corporation, "City", andherein called "Contractor", on
		, 20
		<u>RECITALS</u>
	(a)	City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided, and execution of this Agreement.
	(b)	A notice was duly published for bids for the contract for the improvement hereinafter described.
	(c)	On, 20, after notice duly given, the City Council of said City awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
	(d)	City and Contractor desire to enter into this Agreement for the construction of said improvements.
IT IS A	GREED	AS FOLLOWS:

1.

### Scope of Work:

Contractor shall perform the work described briefly as follows:

All work as specified on the Plans and in the Special Provisions, dated <u>July</u>, 2023 for the project, Community Center Remodel.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, previously provided to Contractor, and which are incorporated herein by reference as if set forth fully herein.

### 2. The Contract:

The complete contract consists of the following documents: This Agreement, the notice to contractors, the Contractor's accepted proposal, general conditions, special provisions, plans and detailed drawings, faithful performance bond and labor and materials bond and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a satisfactory and acceptable manner. The Current Edition of the "City of Waterford Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

### 3. Schedule:

All work shall be performed in accordance with the schedule provided by City Engineer, and under his direction.

### 4. Equipment & Performance of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for

### "Community Center Remodel"

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of said City, or his designated agent.

### 5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above

agreed to be done, the sum of:

(\$XXXX). Said price is determined by the unit prices contained in Contractor's bid. In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials will be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

### 6. Time for Performance:

The time fixed for the commencement of such work is ten (10) calendar days after the "Notice to Proceed" has been issued. The work on this project shall be completed on or before one hundred and eighty (180) calendar days after the date of the "Notice to Proceed".

### 7. Rights of City to Increase Working Days:

If such work is not completed within such time, the City Council shall have the right to increase the number of working days in the amount it may determine will best serve the interests of the City, and if it desires to increase said number of working days, it shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Clerk, addressed to the City Council. In this connection, it is understood that the City Clerk shall not transmit any such request to the City Council if not filed within the time herein prescribed.

### 8. Option of City to Terminate Agreement in Event of Failure to Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will insure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this Agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this Agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory

arrangements for the correction thereof made, this Agreement may, at the option of City, upon the expiration of said time, cease and terminate.

### 9. <u>Liquidated Damages</u>:

In the event Contractor for any reason shall have failed to perform the work herein specified within the time herein required and to the satisfaction of the City Engineer, City may, in lieu of any other of its rights authorized by paragraph 8 of this Agreement, deduct from payments or credits due Contractor after such breach, a sum equal to one thousand (\$1,000) Dollars as liquidated damages for each calendar day beyond the date herein provided for the completion of such work.

### 10. Performance by Sureties:

In the event of any termination as herein-before provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the Agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the Sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefore.

### 11. Disputes Pertaining to Payment for Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

### 12. <u>Permits, Compliance with Law</u>:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law.

### 13. Superintendence by Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

### 14. <u>Inspection by City</u>:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

### 15. Extra and/or Additional Work and Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such propose, shall be accepted in writing by Contractor and Contractor's surety.

### 16. <u>Inspection and Testing of Materials</u>:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same, as required by the City.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement.

Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

### 17. Permits and Care of the Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work

performed until completion and final acceptance.

### 18. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

### 19. Payments to Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section <u>9</u> of the General Conditions of said specifications in legally executed and regularly issued warrants of the City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof.

### 20. Contract Security:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract; and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Sureties on each of said bonds thereof shall be satisfactory to the City Manager.

### 21. <u>Indemnity:</u>

Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

### 22. <u>Contractor's Insurance</u>:

- (a) Minimum Limits of Insurance
  - (1) General Liability

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. A combination of a general liability policy and excess liability policies may be utilized to achieve these limits. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. An endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

### (2) Auto Liability

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.

### (3) Workers' Compensation

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

### (b) Deductibles and Self-Insured Retention:

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible for self-insured retention as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall post a security (including but not limited to cash, letter of credit, etc.) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### (c) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

### (1) General Liability and Automobile Liability Coverage

- (a) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- (b) The Contractor's insurance shall apply separately to each insured against whom claim is made for suit is brought, except with respect to the limits of the insurer's liability.

### (2) All Coverage:

- (a) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- (b) The Contractor shall require the subcontractors, if any, to take out and maintain similar Commercial General Liability and Property Damage Insurance.
- (c) In case any of the work under this Contract is to be performed on, or at, the site of the project by the subcontractor, the contractor shall take out and maintain such contractor's Contingent or Protective Insurance as will protect him, the Owner, and the Engineer from damage claims arising from the operations of any subcontractor.

### (d) Acceptability of Insurer:

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the City, the Contractor shall furnish other policies or certificates in form and amount, and with companies satisfactory to the City. The Contractor shall not cause any policies to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City stating when, not less than ten (10) days thereafter, such

cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The Contractor shall furnish to the City at the date of delivering the signed contracts and bonds, certificates or riders duly executed on behalf of the surety company, certifying as to the amounts of insurance carried, and providing for the coverage therein of the City, its officers, agents, and employees, within all risks arising out of the project.

### 23. **Proof of Carriage of Insurance:**

Contractor shall furnish City on City Forms, through the City Engineer, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

### 24. Wages & Hours of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this Agreement shall be the current prevailing scale of wages determined by the U.S. Secretary of Labor for the community and on file with the City Engineer.

The Contractor shall forfeit as penalty to the City, Twenty-Five Dollars (\$25) to be paid to the City of Waterford for each workman employed in the execution of this Agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

### 25. <u>Emergency - Additional Time for Performance - Procurement of Materials:</u>

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, contractor is through no fault of the contractor, unable to perform this Agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

(a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this Agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and

give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this Agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this Agreement. Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this Agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus ten percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or
- (c) City Council, by resolution, may suspend this Agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.
  - If this Agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Agreement may have been suspended, as hereinabove provided, City Council may further suspend this Agreement, or either party hereto may, without incurring any liability, elect to declare this Agreement terminated upon the ground of impossibility of performance. In the event City declares this Agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Agreement rate for such portion of the Agreement as may have been performed, or
- (d) City may terminate this Agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this Agreement shall be terminated upon receipt by Contractor of such notice. In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

### 26. Provisions Cumulative:

The provisions of this Agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

### 27. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

CITY MANAGER, CITY OF WATERFORD, P. O. BOX 199, WATERFORD, CA 95386
Notices required to be given to Contractor shall be addressed as follows:
Notices required to be given sureties of Contractor shall be addressed as follows:
<del></del>

### 28. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

### 29. <u>Anti-Trust Claims</u>:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning anti-trust claims.

IN WITNESS WHEREOF, four identical counterparts of this Agreement, consisting of a total of  $\underline{12}$  pages, each of which counterparts shall for all purposes be deemed an original of said Agreement, have been duly executed by the parties hereinabove named, on the day and year first hereinabove written.

(Attach Contractor's Notary Seal here)	CITY OF WATERFORD, A MUNICIPAL CORPORATION	
By:Contractor	Ву:	
CONTRACTOR	Michael G. Pitcock, City Manager	
Address:	APPROVED AS TO FORM:	
Phone:		
Federal Tax ID #	Corbett Browning, City Attorney	
	APPROVED AS TO SUFFICIENCY:	
OR	MCR ENGINEERING	
Social Security #		
	Ву:	
	Rob Marler, City Engineer	
	ATTEST:	
	Ву:	
	Patricia Krause City Clerk	



### **General Business 6c**

July 6, 2023 Mike Pitcock, City Manager City Council Staff Report

Motion: Approve Stanislaus Animal Services Agency Joint Powers Agency (SASA JPA) Agreement Amendment #1

### **SUMMARY:**

City Council is being asked to approve Amendment #1 to the Stanislaus Animal Services Agency Joint Powers Agency (SASA JPA) Agreement modifying the SASA JPA to reflect a change from the City of Modesto to the County of Stanislaus as it pertains to agency's manner of exercising its powers.

### **ANALYSIS:**

On October 27, 2009, the cities of Ceres, Hughson, Modesto, Patterson, Waterford and the County of Stanislaus entered into a JPA agreement as it related to providing animal control/care services. At the time of the formation of SASA JPA, the personnel, legal representation and budgeting aspect of the agency followed County of Stanislaus rules and regulations while all other aspects, such as purchasing, followed the City of Modesto. As time has gone by, the bidirectional aspect of the Agency rules and regulations has caused confusion and has become problematic at times with having to redo certain actions. SASA JPA recommended and the SASA Board approved a JPA Amendment to adopt the County of Stanislaus rules and regulations in all aspects.

To formally approve the amendment, a 2/3 majority of the JPA membership must approve the amendment. Staff has reviewed the amendment and recommends the City Council approve Amendment #1 to the JPA Agreement.

### FISCAL IMPACT:

There is no fiscal impact associated with this item.

### **ENVIRONMENTAL REVIEW:**

N/A

### **ALTERNATIVES:**

- 1. Provide staff with direction on amendments to the SASA JPA Agreement recommended changes.
- 2. Take no action.

### **ATTACHMENTS:**

- SASA Board Agenda Item
- SASA Board Minutes approving Amendment #1.













### STANISLAUS ANIMAL SERVICES AGENCY ACTION AGENDA SUMMARY

AGENDA DATE: <u>May 18, 2023</u>	AGENDA #: <b>7-D</b>
SUBJECT:	
Purchasing/contracting	
DISCUSSION:	
On March 16, 2023, the JPA Board voted to direct staff to bring a Animal Services Agency Joint Powers Agency (SASA JPA) Agreements powers currently subject to the restrictions applicable to the Ciapplicable to the County of Stanislaus, after considering the propopersented to the Agency Board to consider and recommend for applicable to the Agency Board to consider and recommend for agency Board to consider and the considerance and the consideran	nt, with respect to the Agency's manner of exercising ty of Modesto being replaced by restrictions osed change. A proposed draft amendment is being
STAFF RECOMMENDATION:	
Consider and recommend for approval to the six parties forming to proposed draft amendment to the Stanislaus Animal Services Agen respect to the Agency's manner of exercising its powers currently Modesto being replaced by restrictions applicable to the County or the c	ncy Joint Powers Agency (SASA JPA) Agreement, with y subject to the restrictions applicable to the City of
FISCAL IMPACT:	
No fiscal impact.	
AGENCY BOARD ACTION:	

On motion of: City of Hughson; Seconded by: County of Stanislaus  $\,$ 

and approved by the following vote:

Ayes: 4 Noes: 0

Excused or Absent: City of Patterson and City of Ceres

### Abstaining:

- 1) X Approved as recommended.
- 2) Denied.
- 3) Approved as amended.

Motion: Approved

### (PROPOSED DRAFT) FIRST Amendment To

### Stanislaus Animal Services Agency Joint Powers Agency Agreement

This First Amendment to the **Stanislaus Animal Services Agency Joint Powers Agency Agreement** ("Agreement") dated October 27, 2009 by and between the cities of Ceres, Hughson, Modesto, Patterson, Waterford and the County of Stanislaus, ("County"), hereinafter referred to as "Parties", is made and entered into and will be effective as of the date approved by 2/3 majority of the parties to the agreement.

WHEREAS section 3.3 of the Agreement, states in part that pursuant to Government Code section 6509, the Agency's manner of exercising such powers shall be subject to those restrictions applicable to the City of Modesto;

WHEREAS the Stanislaus Animal Services Agency Board ("Board") has voted that this proposed draft amendment be brought before the Parties to the effect that the Agency's manner of exercising its powers currently subject to the restrictions applicable to the City of Modesto be replaced by restrictions applicable to the County of Stanislaus;

WHEREAS this Amendment is for the benefit of the Joint Powers Agency;

WHEREAS Section 6.11 of the Agreement allows the parties to amend the Agreement upon mutual consent of a 2/3 majority of the parties to the Agreement provided the amendment is in written form and executed with the same formalities as the Agreement and attached to the original Agreement to maintain continuity;

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. Section 3.3 of the Agreement is hereby deleted in its entirety and replaced by the following:
  - 3.3 <u>Powers and Functions</u>. The Agency shall have the common power of the Member Agencies to plan, establish and exercise all government functions necessary to provide animal services for the benefit of the Member Agencies. Pursuant to Government Code Section 6509, the Agency's manner of exercising such powers shall be subject to those restrictions applicable to the County of Stanislaus. The Agency Board is authorized to do the following in the name of the Agency:
  - (a) Employ an Executive Director as the chief administrative officer of the Agency.
  - (b) Employ agents and employees and contract for professional services and employee services from another public agency. The Agency Board may appoint sufficient personnel to act in a staff capacity for the Agency, which may include staff from Member Agencies and may hire and retain consultants, Personal Services Contractors, and others, as determined to be necessary to accomplish the purposes of this Agreement.
  - (c) Make and enter into contracts authorized in the Agency budget.
  - (d) Acquire, hold and convey real and personal property, including leasehold interests, and exercise the power to acquire real property by eminent domain.
  - (e) Cooperate with other agencies, counties and other local public and non profit groups or private agencies and participate in joint projects as necessary.
  - (f) Incur debts, obligations and liabilities, which shall be the sole responsibility of Agency and shall not be a debt, obligation or liability of Member Agencies.

- (g) Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California or any department, instrumentality or agency thereof, for the purposes of financing its activities.
- (h) Sue and be sued, in its own name only, but not in the name or stead of any Member Agency.
- (i) Adopt Bylaws to govern or regulate the conduct of meetings, designate Agency officers, and other affairs of the Agency not otherwise specified in this Agreement.
- (j) Do all other acts reasonable and necessary to carry out the purposes of this agreement.
- 2. All other terms and conditions of the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.
- 3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Amendment No. 1, to be effective as of the date approved by 2/3 majority of the parties to the agreement.

- Signatures on Following Pages-

(PROPOSED DRAFT) FIRST Amendment
To
Stanislaus Animal Services Agency Joint Powers Agency Agreement

COUNTY OF S	STANISLAUS
-------------	------------

Ву
Jody Hayes, Chief Executive Officer
County of Stanislaus, State of California

Attest:	
By: Clerk of the Board	
Approved as to Form: County Counsel, Thomas E. Bo	ze
Ву:	
	(PROPOSED DRAFT) FIRST Amendment

### (PROPOSED DRAFT) FIRST Amendment To Stanislaus Animal Services Agency Joint Powers Agency Agreement

## By: \_\_\_\_\_ Mayor Attest: By: \_\_\_\_ City Clerk

Approved as to Form:		
Ву:		
City Attorney		

### (PROPOSED DRAFT) FIRST Amendment To Stanislaus Animal Services Agency Joint Powers Agency Agreement

### **CITY OF HUGHSON**

By: Mayor	
Attest:	
By: City Clerk	

Approved as to Form:

By:
City Attorney
(PROPOSED DRAFT) FIRST Amendment
To Stanislaus Animal Services Agency Joint Powers Agency Agreement
Statistaus Alliniai Services Agency John Fowers Agency Agreement
CITY OF WATERFORD
By:
Mayor
Attest:
By: City Clerk
Oily Oilin

Approved as to Form:

City Attorney

Ву:\_\_\_\_\_

### (PROPOSED DRAFT) FIRST Amendment To Stanislaus Animal Services Agency Joint Powers Agency Agreement

By: Mayor
Attest:
By: City Clerk
Approved as to Form:
Ву:
City Attorney

**CITY OF PATTERSON** 

### (PROPOSED DRAFT) FIRST Amendment To Stanislaus Animal Services Agency Joint Powers Agency Agreement

# CITY OF MODESTO By: \_\_\_\_\_ Mayor Attest: By: \_\_\_\_ City Clerk Approved as to Form: By: \_\_\_\_ City Attorney

### THE GOVERNING BOARD OF THE JOINT POWERS AGENCY OF THE STANISLAUS ANIMAL SERVICES AGENCY (SASA)

Meeting Minutes

Regular Meeting Thursday May 18, 2023

### **Members Present:**

Michael Pitcock, City of Waterford-Chair – Present Allison Van Guild, City of Modesto – Present Jewel Warr, Alternate for Stanislaus County – Present Merry Mayhew, City of Hughson – Present Ken Irwin, City of Patterson – Absent Doug Dunford, City of Ceres – Absent

### **Staff Present:**

Sweena Pannu, Deputy County Counsel Vaughn Maurice, Executive Director Brian Sterkeson, Business Manager Megan Morriss, Confidential Assistant Jennifer Smith, Volunteer Supervisor Regina Menezes, Manager Consultant

Guests and Dignitaries: None

The meeting was called to order at 9:00am by Chair, Mike Pitcock.

1. Welcome: Mike Pitcock-Introductions

2. Roll Call (Silent): See above

### 3. Presentations:

### A. SASA Volunteer program presentation:

Supervisor Jennifer Smith introduced herself to the Board and asked them to prepare for some volunteer program bragging. When Covid hit our volunteer numbers took a hit and we are in the beginning stages of rebuilding our volunteer numbers. What is a volunteer? What do they provide? Volunteers are community members who volunteer their time to help SASA animals. Animal interaction results in healthier moods for the animals, a proven immune boost from volunteer interactions and less tension and results in healthier animals. For FY 22-23 we currently have 89 volunteers compared to 66 the year prior. We are streamlining our volunteer processes to make their time here more efficient. We have

fine tuned jobs they do here to include grooming, animal fosters, and transport of animals to rescues.

Our FETCH program has been restarted with less participants, but we are working on building back this program. We have food pantry volunteers who give out donated animal food out in the community. In the past we have seen some owner surrender animals because they can't afford to feed them. This volunteer program hopes to divert those owner surrender dogs. We also have some student/school volunteers. In the future we hope to have volunteers fixing fences to prevent animals from ending up here. Have our own volunteer diversion program. Woofstock (which was Vaughn's idea) would be a future event we would like to have. Another big future event is the Adopt-a-Palooza which gets us back out in the community.

No public comment on this presentation.

### 4. Public Comment Period (Limit of 5 minutes per person):

A. Nancy Klein-Stanislaus County resident. Has spent many hours and years at SASA. She has attended many of the past meetings. Has been a volunteer with City of Los Banos for 1 ½ years. She is a member of the Rescue Support Team which is made up of volunteers of rescue groups. Their job is to evaluate animals and market them to different rescues. They do this with dozens of dogs per month. She likes to stay quietly engaged and to see what's going on at SASA. This agenda piqued her curiosity. She did miss the volunteer presentation. She would like to see this meeting in the evening as people are at work and cannot attend. The pandemic of Covid had a big impact on dogs. We now are seeing Covid returns, financial concerns, spay/neuter concerns. Education in the community is critical. Rescue Coordinator, Chandra Looney is doing a great job.

### 5. Minutes of Previous Meetings:

- **A.** Motion to approve the Agency Board Meeting Minutes from April 20, 2023 (County of Stanislaus/City of Hughson; 4-0)
- **B.** Motion to approve the Agency Special Board Meeting Minutes from April 20, 2023 (County of Stanislaus/City of Hughson; 4-0)

### 6. Correspondence: None

### 7. New Business:

A. Motion to approve item 7A-2023-2024 Fiscal Year Promotions. (City of Hughson/County of Stanislaus; 4-0)

- B. Motion to approve item 7B-Accept \$15,000 grant from the Prevention of Animal Homelessness and Cruelty Voluntary Tax Contribution fund for public spay/neuters. (County of Stanislaus/City of Hughson; 4-0)
- C. Motion to approve item 7C-Accept \$60,000 grant from Petco Love to enhance our transport program capabilities. (County of Stanislaus/City of Hughson; 4-0)
- D. Motion to approve item 7D-Authorize an amendment to the SASA JPA Agreement with respect to the Agency's manner of exercising its powers currently subject to the restrictions applicable to the City of Modesto being replaced by restrictions applicable to the County of Stanislaus. (City of Hughson/County of Stanislaus; 4-0)
- E. Motion to approve item 7E-Accept a grant that creates a joint venture between SASA and Community Animal Medicine Project (CAMP) funded through a grant provided by UC Davis Koret Shelter Medicine Program to provide surgical and clinical techniques in high quality high volume spay/neuter surgery. (City of Hughson/County of Stanislaus; 4-0)
- F. Motion to approve item 7F-Accept a \$40,000 grant for clinic equipment from the California Animal Welfare Funders Collaborative via UC Davis. (County of Stanislaus/City of Modesto; 4-0)
- G. Motion to approve item 7G-Adopt the recommended budget for fiscal year 2023-2024. (County of Stanislaus/City of Waterford; 4-0)

### 8. Committee Reports:

- **A.** Executive Director report:
  - i. Interesting and fun statistics about the shelter. We are receiving 20 animals per day, 7 days per week. Our Field Services has a high call volume at 717 calls. Last year we had 500 calls. Huge difference and the same number of staff responding to the calls.
  - ii. Social Media report. We leveled out between March and April but still doing fantastic in reaching people in our community.
  - iii. Intake is on a downward trend. Year to date is 2171 animals so far. Dogs in the shelter monthly average is consistent over the last couple of months. We are at a little over 250 dogs. 188 dogs is our max capacity. Puppies have been adding a lot of animals to our numbers. Good news is we are not where we were at this time in summer of 2021. Average length of stay, not a lot of trending to show. The chart shows the last two years, after Covid. Cats and puppies show a downward trend-relatively stable. No trend sticks out for length of stay. If we can get the length of stay down a few days for dogs and 5-6 days for cats, we would be happy with that. Unfortunately, we are a long way from that. We are in crisis mode.
  - iv. On dog intakes specifically-dogs are the biggest problem. You can see from April of 2022 to April of 2023, a huge jump from

- 500 to 700 dogs coming in. Adoptions have been stable. This is not too bad. Nationwide adoptions are down 7% but we are not experiencing that here. We are maintaining.
- v. Transport and rescue partners have really saved us. 109 animals go out last April and 137 animals went out this April. They really stepped up. Comparing 2022 to 2023, our rescue and transports are up considerably. Adoptions remain stable. We are better than the California average.
- vi. Dog intakes is showing an increase. When we look at the 3-year trend on dog intakes, it's really a bad picture. We are in crisis mode-no exaggeration. On track as of May 1<sup>st</sup> to have 4785 dogs this year. Last year was only 4000 dogs and the year before that was below 4000 dogs. A lot of animals we are dealing with. We are managing. We have great staff that has done an admiral job with the resources we have.
- vii. Staffing-we are not quite fully staffed anymore which is disappointing. One cool statistic, employee turnover rate was 30% this time last year and this year it is 15%. A 50% reduction in employee turnover. A lot of things contribute to that including the County's bonus and retention program. I'd like to think that our Senior Management team has put a lot of effort into team development, team building and having thoughtful staff meetings. Also, we have sat down with each staff member individually which is a great way to build up staff development. This promotes that each staff member is a valuable team member. We regularly talk with staff members which helps build staff morale.
- viii. Fun shelter promotions-Graphics we did for half off promotion were successful. We also did a fun spring-cleaning event. 100 dog and cat adoptions were gifted to us by Kelcie Costa to make that event possible. We also did an event at the Flea Market on Crowslanding road to reach our Spanish speaking citizens. We are trying to be more diverse. We had a free booth at the flea market on Cinco de Mayo. Lots of citizens came up to our booth with questions. We did outreach and free adoptions.
- ix. Licensing has really picked up. Quite a few more people doing licensing which is good. We are very happy with that.
- x. Question on the price of dog adoptions. Average cost to adopt a dog is \$100 in our service area and \$120 outside our service area.

No public comment on the Executive Director report.

9. Informational: None

10. Member Referrals: None

11. Closed Session: None

**12.** Adjournment: Adjourned meeting at 10:25am (County of Stanislaus/City of Hughson; 4-0)

Adjourned: 10:25am

ATTESTED: Megan Morriss, Confidential Assistant of the Governing Board of the Joint Powers Agency of the Stanislaus Animal Services Agency State of California

### **Informational Items 8**



July 6, 2023
Patricia Krause, City Clerk / Administrative Services Director
City Council Staff Report

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### **SUMMARY:**

Items included in this section provide City Council with updates on business not requiring a full report.

### **FISCAL IMPACT:**

N/A

### **ANALYSIS:**

All items under this category are considered for informational purpose only.

### **ENVIRONMENTAL REVIEW:**

N/A

### **ALTERNATIVES:**

NI/A

### **ATTACHMENTS:**

8a: City Project List

### **City Projects**

### **S**treets

Name	Owner	Priority	Estimated Cost	Update
Yosemite Ave. Pedestrian Project (Caltrans)	Michael Pitcock Lonnie Statzer	High	\$6,000,000 (SHOPP)	Construction to begin June/July 2023
F Street Overlay	Michael Pitcock Lonnie Statzer	High	\$1,500,000 (Measure L)	In Construction
F Street Improvements at Western	Michael Pitcock Lonnie Statzer	High	\$300,000 (STBG and CMAQ)	Complete
Western Pedestrian Improvements	Michael Pitcock Lonnie Statzer	High	\$300,000 (CDBG)	Out to bid
Dorsey and Pecan Pedestrian and Roadway Improvements	Michael Pitcock Lonnie Statzer	High	\$300,000 (CDBG)	Out to bid
Yosemite Pedestrian Improvements Reinway to Eucalyptus	Michael Pitcock Lonnie Statzer	High	\$946,000 (ATP)	In Environmental.
Yosemite at Pasadena Signal Improvements	Michael Pitcock Lonnie Statzer	High	\$600,000 (CMAQ)	In Design.
Skyline Road Improvements	Michael Pitcock Lonnie Statzer	High	\$450,000 (STBG)	In Design.
Tim Bell Pedestrian Improvements	Michael Pitcock Lonnie Statzer	High	\$1,993,000 (ATP)	Grant was approved/awarded to Waterford

### **Housing Development**

Name	Owner	Priority	Estimated Cost	Update
Bentley Estates	Michael Pitcock	High	NA	Tentative Map Approved. Waiting on Developer.
Reinway North of Moon School Annexation	Michael Pitcock	High	NA	No formal application received but the developer is looking at a potential 95 homes

### **Economic Development**

Name	Owner	Priority	<b>Estimated Cost</b>	Update
F St and Yosemite Redevelopment (Burned Building)	Michael Pitcock	High	N/A	Plans for Building Permit are in for review

### Facilities / Property

Name	Owner	Priority	Estimated Cost	Update
ADA Transition Plan Implementation	Lonnie Statzer	Low	Varies	Ongoing
109 E St. Public Works Shop Sale	Lonnie Statzer	Low	N/A	For sale
Local Hazardous Mitigation Plan Update	Lonnie Statzer	Low	N/A	Draft document has been reviewed.
Council Chambers Equipment Upgrade	Patricia Krause	High	\$52,000	Complete but working on small problems

### **Public Safety**

Name	Owner	Priority	Estimated Cost	Update
License Plate Reader Program	Michael Pitcock	High	\$10,000 up front and \$3,300 monthly for maintenance and monitoring.	Complete

### **Utilities**

Name	Owner	Priority	<b>Estimated Cost</b>	Update
WWTP Biosolids Screening Upgrade - Self Help Enterprises Grant	Michael Pitcock Lonnie Statzer	High	\$500,000 Unfunded	Grant Application submitted.
Water System Consolidation - Hickman	Michael Pitcock Lonnie Statzer	High	\$3,000,000 Unfunded	Grant Application submitted.
Tim Bell Water and Sewer Extension to Vineyard	Michael Pitcock Lonnie Statzer	High	\$2,500,000 (ARPA)	In Design.
WWTP Road Repair	Michael Pitcock Lonnie Statzer	High	\$1,100,000 (FEMA)	Working with FEMA on funding approval

### **Parks and Trails**

Name	Owner	Priority	Estimated Cost	Update
Triangle Parcel - Neighborhood Park	Lonnie Statzer	Low	\$133,000 Park Impact Fees	On hold as funding for Dog Park is higher priority
S. Reinway Sports Complex	Lonnie Statzer	Low	Unfunded	On Hold

Dog Park (Prop 68 Per Capita Grant)	Lonnie Statzer	High	\$250,000 Grant and Park Impact Fees	Complete
Beard Park Improvements (Prop 68 Competitive Grant)	Lonnie Statzer	Low	\$1,000,000 Million Unfunded	Grant Denied. Waiting to see if another cycle to apply is available.
Community Center Remodel	Michael Pitcock Lonnie Statzer	High	\$800,000 (General Fund)	In Design

### **Other Projects**

Name	Owner	Priority	Estimated Cost	Update