



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

WATERFORD CITY COUNCIL REGULAR MEETING – October 5, 2023 - 6:30 PM

**CALL TO ORDER &
FLAG SALUTE:**

Mayor Goeken

INVOCATION:

Pastor Pete Mar, Community Bible Church

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

1a: PRESENTATION: A Presentation from the Waterford Historical Society.

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: RESOLUTION: Resolution 2023-46, Approving the Warrant Register in the Amount of \$977,320.68 for the Period of September 18 to September 19, 2023.

3c: MOTION: Approving Minutes of the Regular City Council Meeting held September 21, 2023.

3d: RESOLUTION: Resolution 2023-47, Approving the Re-appointment of Brandon Rivers to Stanislaus Consolidate Fire Protection District Board of Directors for a 4-year Term.

3e: MOTION: Approve a Purchase and Sale Agreement for the sale of 109 S. E Street to Nirmal Kaur for the purchase price of \$100,000.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

6a: MOTION: Awarding Bid and Approving an Agreement with United Pavement Maintenance, Inc. in the Amount of \$583,206.90 for Project No. 2023-08, “Western Ave, Pecan Ave, and Dorsey St. Improvements” and Authorizing the City Manager to Execute the Agreement. *(Statzer)*

6b: MOTION: Awarding Bid and Approving an Agreement with Hensley’s Paving & General Engineers, in the Amount of \$295,778.00 for Project No. 2023-09, “Skyline Improvement Project” and Authorizing the City Manager to Execute the Agreement. *(Statzer)*

6c: MOTION: Reaffirming the Declaration of Emergency made by the City Manager on September 20, 2023 and Declaring there is a Need to Continue with Project No. 2023-14, “Emergency Repair of River Pointe Well 1.” *(Statzer)*

6d: RESOLUTION: Approving Resolution 2023-48, Accepting Improvements for Project No. 2023-05. “F Street Overlay Project” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus Recorder’s Office. *(Statzer)*

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

9b: City Council

10. **ADJOURNMENT / RECESS**

11. **CLOSED SESSION**

12. **REPORT OUT OF CLOSED SESSION**

NOTICE

REPORTS: 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 not 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.

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

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: pkrause@cityofwaterford.org. 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 1st and 3rd 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.



9/28/2023

Patricia Krause, CMC, City Clerk Date



Presentations 1a

October 5, 2023

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

Presentation: Waterford Historical Society Presentation

SUMMARY:

Sharolyn Casey will give a presentation about the History of Waterford.

ANALYSIS:

Sharolyn Casey will give a presentation about the History of Waterford.

FISCAL IMPACT:

No fiscal impact.

ENVIRONMENTAL REVIEW:

Not Applicable.

ALTERNATIVES:

Not Applicable.

ATTACHMENTS:

1. xxxxxx



Consent Calendar 3a

October 5, 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



Consent Calendar 3b

October 5, 2023

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

Resolution: Adopting Resolution 2023-46, Approving the Warrant Register in the Amount of \$977,320.68 for the Period of September 18 to September 19, 2023.

SUMMARY:

Consider approving the Warrant Register for the period of September 18 to September 19, 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 September 18 to September 19, 2023.

FISCAL IMPACT:

Payments for this period total \$977,320.68

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

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

ATTACHMENTS:

- Resolution #2023-46
- Check Register Report

WATERFORD CITY COUNCIL

RESOLUTION # 2023-46

	DATE	TOTAL	
PAYROLL	9/18/2023	\$	34,256.85
	9/18/2023	\$	1,131.73
ACCOUNTS PAYABLE	9/18/2023	\$	18,312.00
	9/19/2023	\$	923,620.10
TOTAL		\$	977,320.68

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** October 5, 2023 **By the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

PATRICIA KRAUSE, CMC, CITY CLERK

CHARLIE GOEKEN, MAYOR

Payroll

ACH Check Register

User: 'trish'
Printed: 09/18/2023 - 10:29AM
Batch: 00018.09.2023
Include Partial: FALSE



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

Check Date	Check Number	Employee No	Employee Name	Amount
09/18/2023	0	1002		4,038.11
09/18/2023	0	1006		1,221.78
09/18/2023	0	1008		2,136.73
09/18/2023	0	1017		1,094.57
09/18/2023	0	1018		1,419.86
09/18/2023	0	2004		265.05
09/18/2023	0	2005		2,551.47
09/18/2023	0	2006		2,827.04
09/18/2023	0	2010		652.73
09/18/2023	0	2012		2,206.20
09/18/2023	0	2020		3,943.80
09/18/2023	0	2024		2,370.00
09/18/2023	0	2028		1,793.95
09/18/2023	0	2030		1,685.69
09/18/2023	0	2031		2,256.49
09/18/2023	0	2032		2,022.12
09/18/2023	0	2033		1,131.73
09/18/2023	0	3002		135.20
09/18/2023	0	3010		124.47
09/18/2023	0	3012		126.62
09/18/2023	0	3013		126.62
09/18/2023	0	3014		126.62
Total Employees:			22	Total: 34,256.85

Payroll

Computer Check Register

User: trish
Printed: 09/18/2023 - 10:26AM
Batch: 00018.09.2023



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

Check No	Check Date	Employee Information	Amount
2476	09/18/2023	2034	1,131.73
Total Number of Employees:		1	
Total for Payroll Check Run:			1,131.73

Accounts Payable

Computer Check Proof List by Vendor

User: trish
 Printed: 09/18/2023 - 12:28PM
 Batch: 00018.09.2023



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

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 105201	BANK OF THE WEST (IRS TAXES)			Check Sequence: 1	ACH Enabled: True
	PR Batch 00018.09.2023 Medicare Employee Pc	717.90	09/18/2023	1010-000-2240	PR Batch 00018.09.2023 Medicare Emplo
	PR Batch 00018.09.2023 Medicare Employer Po	717.90	09/18/2023	1010-000-2240	PR Batch 00018.09.2023 Medicare Emplo
	PR Batch 00018.09.2023 Federal Income Tax	4,219.98	09/18/2023	1010-000-2220	PR Batch 00018.09.2023 Federal Income T
	PR Batch 00018.09.2023 FICA Employee Portio	201.82	09/18/2023	1010-000-2240	PR Batch 00018.09.2023 FICA Employee
	PR Batch 00018.09.2023 FICA Employer Portio	201.82	09/18/2023	1010-000-2240	PR Batch 00018.09.2023 FICA Employer I
	Check Total:	6,059.42			
Vendor: 108350	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT			Check Sequence: 2	ACH Enabled: True
	PR Batch 00018.09.2023 EDD TRAINING TAX	1.41	09/18/2023	1010-000-2260	PR Batch 00018.09.2023 EDD TRAINING
	PR Batch 00018.09.2023 CALIFORNIA SDI	445.58	09/18/2023	1010-000-2260	PR Batch 00018.09.2023 CALIFORNIA S
	PR Batch 00018.09.2023 STATE UNEMPLOYN	20.89	09/18/2023	1010-000-2260	PR Batch 00018.09.2023 STATE UNEMP
	PR Batch 00018.09.2023 State Income Tax	1,349.29	09/18/2023	1010-000-2230	PR Batch 00018.09.2023 State Income Tax
	Check Total:	1,817.17			
Vendor: 154101	MISSION SQUARE - 303352			Check Sequence: 3	ACH Enabled: False
	PR Batch 00018.09.2023 DEFERRED COMP-4:	895.00	09/18/2023	1010-000-2280	PR Batch 00018.09.2023 DEFERRED CO
	PR Batch 00018.09.2023 457 LOAN REPAY	244.68	09/18/2023	1010-000-2280	PR Batch 00018.09.2023 457 LOAN REP/
	PR Batch 00018.09.2023 DEFERRED COMP 4:	950.77	09/18/2023	1010-000-2280	PR Batch 00018.09.2023 DEFERRED CO
	PR Batch 00018.09.2023 DEFERRED COM-45'	219.41	09/18/2023	1010-000-2285	PR Batch 00018.09.2023 DEFERRED CO
	Check Total:	2,309.86			
Vendor: 139400	PUBLIC EMPLOYEE RETIREMENT SYSTEM			Check Sequence: 4	ACH Enabled: True
	PR Batch 00018.09.2023 EMPLOYEE PERS CC	3,374.26	09/18/2023	1010-000-2270	PR Batch 00018.09.2023 EMPLOYEE PE
	PR Batch 00018.09.2023 EMPLOYER PAID PE	4,534.35	09/18/2023	1010-000-2270	PR Batch 00018.09.2023 EMPLOYER PA
	Check Total:	7,908.61			
Vendor: 148050	STATIONARY ENGINEERS LOCAL 39			Check Sequence: 5	ACH Enabled: False
	PR Batch 00018.09.2023 UNION DUES	216.94	09/18/2023	1010-000-2290	PR Batch 00018.09.2023 UNION DUES

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	216.94			
	Total for Check Run:	18,312.00			
	Total of Number of Checks:	5			

Accounts Payable

Computer Check Proof List by Vendor

User: tina
 Printed: 09/19/2023 - 10:42AM
 Batch: 00019.09.2023



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

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 103400	ANSWERNET			Check Sequence: 1	ACH Enabled: False
112-86638	ANSWERING SERVICE - SEPTEMBER	17.10	09/19/2023	1010-310-7810	
112-86638	ANSWERING SERVICE - SEPTEMBER	34.20	09/19/2023	5050-700-7810	
112-86638	ANSWERING SERVICE - SEPTEMBER	34.21	09/19/2023	5071-800-7810	
	Check Total:	85.51			
Vendor: 104500	AT&T (9011)			Check Sequence: 2	ACH Enabled: False
0020530651	SERVICE THROUGH 09/12/023	87.16	09/19/2023	1010-110-7810	
0020530651	SERVICE THROUGH 09/12/023	6.76	09/19/2023	5071-800-7810	
0020530651	SERVICE THROUGH 09/12/023	0.97	09/19/2023	5072-800-7810	
0020530651	SERVICE THROUGH 09/12/023	1.92	09/19/2023	5070-800-7810	
0020530652	SERVICE THROUGH 09/12/023	249.67	09/19/2023	5050-700-7810	
0020530653	SERVICE THROUGH 09/12/023	24.67	09/19/2023	5070-800-7810	
	Check Total:	371.15			
Vendor: 105896	AYERA TECHNOLOGIES, INC.			Check Sequence: 3	ACH Enabled: False
493868	CITY HALL - INTERNET SERVICES SEPTEMBER	214.00	09/19/2023	1010-110-7811	
493963	WWTP - INTERNET SERVICES SEPTEMBER	84.00	09/19/2023	5050-700-7811	
	Check Total:	298.00			
Vendor: 105600	BAY ALARM COMPANY			Check Sequence: 4	ACH Enabled: False
20814614	CAMERA MONITORING 10/01 THROUGH 10/01/2023	214.43	09/19/2023	5050-700-7730	
20814614	CAMERA MONITORING 10/01 THROUGH 10/01/2023	214.43	09/19/2023	5070-800-7730	
20814614	CAMERA MONITORING 10/01 THROUGH 10/01/2023	214.43	09/19/2023	5071-800-7730	
20814614	CAMERA MONITORING 10/01 THROUGH 10/01/2023	214.43	09/19/2023	5072-800-7730	
	Check Total:	857.72			
Vendor: 106401	BLUE SHIELD OF CALIFORNIA			Check Sequence: 5	ACH Enabled: False
232560001168	OCTOBER PREMIUMS	545.42	09/19/2023	1010-110-7120	
232560001168	OCTOBER PREMIUMS	756.14	09/19/2023	1010-310-7120	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
232560001168	OCTOBER PREMIUMS	71.11	09/19/2023	1010-410-7120	
232560001168	OCTOBER PREMIUMS	43.21	09/19/2023	1010-550-7120	
232560001168	OCTOBER PREMIUMS	216.04	09/19/2023	1010-560-7120	
232560001168	OCTOBER PREMIUMS	540.10	09/19/2023	1010-580-7120	
232560001168	OCTOBER PREMIUMS	266.12	09/19/2023	2210-260-7120	
232560001168	OCTOBER PREMIUMS	1,761.47	09/19/2023	5050-700-7120	
232560001168	OCTOBER PREMIUMS	566.45	09/19/2023	5070-800-7120	
232560001168	OCTOBER PREMIUMS	1,591.34	09/19/2023	5071-800-7120	
232560001168	OCTOBER PREMIUMS	229.22	09/19/2023	5072-800-7120	
232560001168	OCTOBER PREMIUMS	158.10	09/19/2023	5090-110-7120	
Check Total:		6,744.72			
Vendor: 106525	BOYETT PETROLEUM			Check Sequence: 6	ACH Enabled: False
CL-322411	FUEL EXPENSE - AUGUST 2023	457.47	09/19/2023	1010-310-7520	
CL-322411	FUEL EXPENSE - AUGUST 2023	769.40	09/19/2023	1010-580-7520	
CL-322411	FUEL EXPENSE - AUGUST 2023	309.22	09/19/2023	5050-700-7520	
CL-322411	FUEL EXPENSE - AUGUST 2023	233.48	09/19/2023	5070-800-7520	
CL-322411	FUEL EXPENSE - AUGUST 2023	817.20	09/19/2023	5071-800-7520	
CL-322411	FUEL EXPENSE - AUGUST 2023	116.71	09/19/2023	5072-800-7520	
Check Total:		2,703.48			
Vendor: 110100	BRADY INDUSTRIES			Check Sequence: 7	ACH Enabled: False
8049277	CLEANING & BATHROOM SUPPLIES	188.68	09/19/2023	1010-110-7510	
8049277	CLEANING & BATHROOM SUPPLIES	188.68	09/19/2023	1010-310-7510	
8049277	CLEANING & BATHROOM SUPPLIES	188.68	09/19/2023	1010-580-7510	
8049277	CLEANING & BATHROOM SUPPLIES	188.68	09/19/2023	5050-700-7510	
8049277	CLEANING & BATHROOM SUPPLIES	188.68	09/19/2023	5071-800-7510	
8110241	CLEANING SUPPLIES - FLOORS	49.63	09/19/2023	1010-110-7510	
8110241	CLEANING SUPPLIES - FLOORS	49.63	09/19/2023	1010-310-7510	
8110241	CLEANING SUPPLIES - FLOORS	49.62	09/19/2023	5050-700-7510	
8181678	BATHROOM SUPPLIES & GLOVES	280.99	09/19/2023	1010-110-7510	
8181678	BATHROOM SUPPLIES & GLOVES	99.82	09/19/2023	1010-210-7510	
8181678	BATHROOM SUPPLIES & GLOVES	77.19	09/19/2023	1010-310-7510	
8181678	BATHROOM SUPPLIES & GLOVES	77.20	09/19/2023	1010-580-7510	
8181679	CLEANING SUPPLIES & GLOVES	76.07	09/19/2023	1010-310-7510	
8181679	CLEANING SUPPLIES & GLOVES	76.07	09/19/2023	1010-580-7510	
8181679	CLEANING SUPPLIES & GLOVES	15.21	09/19/2023	5070-800-7510	
8181679	CLEANING SUPPLIES & GLOVES	53.25	09/19/2023	5071-800-7510	
8181679	CLEANING SUPPLIES & GLOVES	7.61	09/19/2023	5072-800-7510	
8186789	GLOVES	7.95	09/19/2023	1010-310-7510	
8186789	GLOVES	7.96	09/19/2023	1010-580-7510	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
8186789	GLOVES	1.59	09/19/2023	5070-800-7510	
8186789	GLOVES	5.57	09/19/2023	5071-800-7510	
8186789	GLOVES	0.80	09/19/2023	5072-800-7510	
8201182	GLOVES - CAN LINERS	149.95	09/19/2023	1010-310-7510	
8201182	GLOVES - CAN LINERS	149.96	09/19/2023	1010-580-7510	
8201182	GLOVES - CAN LINERS	29.99	09/19/2023	5070-800-7510	
8201182	GLOVES - CAN LINERS	104.98	09/19/2023	5071-800-7510	
8201182	GLOVES - CAN LINERS	14.99	09/19/2023	5072-800-7510	
8307260	GLOVES - BATHROOM SUPPLIES	199.45	09/19/2023	1010-110-7510	
8307260	GLOVES - BATHROOM SUPPLIES	99.82	09/19/2023	1010-210-7510	
8307260	GLOVES - BATHROOM SUPPLIES	156.28	09/19/2023	1010-310-7510	
8307260	GLOVES - BATHROOM SUPPLIES	156.28	09/19/2023	1010-580-7510	
8307260	GLOVES - BATHROOM SUPPLIES	31.26	09/19/2023	5070-800-7510	
8307260	GLOVES - BATHROOM SUPPLIES	109.39	09/19/2023	5071-800-7510	
8307260	GLOVES - BATHROOM SUPPLIES	15.63	09/19/2023	5072-800-7510	
	Check Total:	3,097.54			
Vendor: 108025	CALIFORNIA CONSULTING, INC.			Check Sequence: 8	ACH Enabled: False
6202	GRANT WRITING SERVICES - SEPTEMBER	3,000.00	09/19/2023	1010-110-7190	
	Check Total:	3,000.00			
Vendor: 110000	CENTRAL SAN JOAQUIN RISK MANAGEMENT AUTHORITY			Check Sequence: 9	ACH Enabled: False
RMA 2024-0135	LIABILITY & CRIME SHIELD PROGRAM	23,911.00	09/19/2023	1010-110-7260	
RMA 2024-0135	WORKERS' COMP PROGRAM	27,615.00	09/19/2023	1010-110-7140	
	Check Total:	51,526.00			
Vendor: 144410	CHARTER COMMUNICATIONS (7173)			Check Sequence: 10	ACH Enabled: False
170080301090123	INTERNET - COMMUNITY CENTER	104.99	09/19/2023	1010-560-7811	
	Check Total:	104.99			
Vendor: 112500	CLARK PEST CONTROL			Check Sequence: 11	ACH Enabled: False
33809733	AUGUST PEST CONTROL SERVICE	68.00	09/19/2023	1010-310-7730	
33809733	AUGUST PEST CONTROL SERVICE	68.00	09/19/2023	1010-210-7730	
33809733	AUGUST PEST CONTROL SERVICE	68.00	09/19/2023	1010-560-7730	
	Check Total:	204.00			
Vendor: 200760	CSG CONSULTANTS, INC.			Check Sequence: 12	ACH Enabled: False
52914	BUILDING INSPECTION SERVICES - THRO	2,574.00	09/19/2023	1010-410-7190	
53107	BUILDING INSPECTION SERVICES - THRO	2,772.00	09/19/2023	1010-410-7190	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
B231622	BUILDING PLAN REVIEWS - 430 TISDELL /	868.50	09/19/2023	1010-410-7190	
	Check Total:	6,214.50			
Vendor: 114310	DE LAGE LANDEN			Check Sequence: 13	ACH Enabled: False
80816570	COPIER LEASE - 09/15 THROUGH 10/14/202	246.63	09/19/2023	1010-110-7600	
	Check Total:	246.63			
Vendor: 115705	DG TIRES & WHEELS			Check Sequence: 14	ACH Enabled: False
470521	BOOM TRUCK TIRE REPAIR	30.00	09/19/2023	1010-580-7430	
	Check Total:	30.00			
Vendor: 117630	EYEMED			Check Sequence: 15	ACH Enabled: False
165909033	PREMIUMS - SEPTEMBER 2023	17.85	09/19/2023	1010-110-7120	
165909033	PREMIUMS - SEPTEMBER 2023	2.88	09/19/2023	1010-210-7120	
165909033	PREMIUMS - SEPTEMBER 2023	30.98	09/19/2023	1010-310-7120	
165909033	PREMIUMS - SEPTEMBER 2023	3.44	09/19/2023	1010-410-7120	
165909033	PREMIUMS - SEPTEMBER 2023	1.02	09/19/2023	1010-430-7120	
165909033	PREMIUMS - SEPTEMBER 2023	0.58	09/19/2023	1010-550-7120	
165909033	PREMIUMS - SEPTEMBER 2023	5.12	09/19/2023	1010-560-7120	
165909033	PREMIUMS - SEPTEMBER 2023	13.68	09/19/2023	1010-580-7120	
165909033	PREMIUMS - SEPTEMBER 2023	5.12	09/19/2023	2210-260-7120	
165909033	PREMIUMS - SEPTEMBER 2023	82.61	09/19/2023	5050-700-7120	
165909033	PREMIUMS - SEPTEMBER 2023	28.20	09/19/2023	5070-800-7120	
165909033	PREMIUMS - SEPTEMBER 2023	129.11	09/19/2023	5071-800-7120	
165909033	PREMIUMS - SEPTEMBER 2023	9.22	09/19/2023	5072-800-7120	
165909033	PREMIUMS - SEPTEMBER 2023	2.88	09/19/2023	5090-110-7120	
	Check Total:	332.69			
Vendor: 120800	GEORGE REED, INC.			Check Sequence: 16	ACH Enabled: False
2601	F STREET OVERLAY	599,872.75	09/19/2023	6310-310-8286	
	Check Total:	599,872.75			
Vendor: 200786	GHD, INC.			Check Sequence: 17	ACH Enabled: False
380-0038470	YOSEMITE CORRIDOR - AUGUST 2023	3,544.68	09/19/2023	6310-310-8295	
	Check Total:	3,544.68			
Vendor: 121000	GILTON SOLID WASTE MANAGEMENT, INC.			Check Sequence: 18	ACH Enabled: False
08312023	REINWAY PARK BIN RENTAL - AUGUST	303.17	09/19/2023	1010-580-7410	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
WATESS-0065	STREET SWEEPING - AUGUST	2,500.96	09/19/2023	1010-310-7190	
	Check Total:	2,804.13			
Vendor: 122560	GUARDIAN			Check Sequence: 19	ACH Enabled: False
09142023	OCTOBER PREMIUMS	12.41	09/19/2023	1010-110-7120	
09142023	OCTOBER PREMIUMS	0.85	09/19/2023	1010-210-7120	
09142023	OCTOBER PREMIUMS	12.18	09/19/2023	1010-310-7120	
09142023	OCTOBER PREMIUMS	3.00	09/19/2023	1010-410-7120	
09142023	OCTOBER PREMIUMS	1.20	09/19/2023	1010-430-7120	
09142023	OCTOBER PREMIUMS	0.17	09/19/2023	1010-550-7120	
09142023	OCTOBER PREMIUMS	2.56	09/19/2023	1010-560-7120	
09142023	OCTOBER PREMIUMS	7.07	09/19/2023	1010-580-7120	
09142023	OCTOBER PREMIUMS	2.56	09/19/2023	2210-260-7120	
09142023	OCTOBER PREMIUMS	68.86	09/19/2023	5050-700-7120	
09142023	OCTOBER PREMIUMS	13.19	09/19/2023	5070-800-7120	
09142023	OCTOBER PREMIUMS	56.31	09/19/2023	5071-800-7120	
09142023	OCTOBER PREMIUMS	4.91	09/19/2023	5072-800-7120	
09142023	OCTOBER PREMIUMS	0.85	09/19/2023	5090-110-7120	
	Check Total:	186.12			
Vendor: 124558	HUMANA INSURANCE CO			Check Sequence: 20	ACH Enabled: False
581700959	OCTOBER PREMIUMS	109.91	09/19/2023	1010-110-7120	
581700959	OCTOBER PREMIUMS	17.92	09/19/2023	1010-210-7120	
581700959	OCTOBER PREMIUMS	160.07	09/19/2023	1010-310-7120	
581700959	OCTOBER PREMIUMS	20.29	09/19/2023	1010-410-7120	
581700959	OCTOBER PREMIUMS	5.48	09/19/2023	1010-430-7120	
581700959	OCTOBER PREMIUMS	3.58	09/19/2023	1010-550-7120	
581700959	OCTOBER PREMIUMS	27.39	09/19/2023	1010-560-7120	
581700959	OCTOBER PREMIUMS	72.26	09/19/2023	1010-580-7120	
581700959	OCTOBER PREMIUMS	27.39	09/19/2023	2210-260-7120	
581700959	OCTOBER PREMIUMS	485.47	09/19/2023	5050-700-7120	
581700959	OCTOBER PREMIUMS	168.08	09/19/2023	5070-800-7120	
581700959	OCTOBER PREMIUMS	760.53	09/19/2023	5071-800-7120	
581700959	OCTOBER PREMIUMS	54.07	09/19/2023	5072-800-7120	
581700959	OCTOBER PREMIUMS	17.92	09/19/2023	5090-110-7120	
	Check Total:	1,930.36			
Vendor: 131898	MID VALLEY IT			Check Sequence: 21	ACH Enabled: False
202142908	MONTHLY IT SERVICES - OCTOBER	3,514.00	09/19/2023	1010-110-7195	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,514.00			
Vendor: 131900	MID-VALLEY PUBLICATIONS			Check Sequence: 22	ACH Enabled: False
341926	LEGAL PUBLISHING FOR SKYLINE BLVD	220.15	09/19/2023	1010-110-7710	
341956	LEGAL #12734 - STANISLAUS CTY URBAN	194.25	09/19/2023	1010-110-7710	
	Check Total:	414.40			
Vendor: 132700	MODESTO IRRIGATION DISTRICT			Check Sequence: 23	ACH Enabled: False
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	34.98	09/19/2023	1010-110-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	4,927.56	09/19/2023	5050-700-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	990.42	09/19/2023	1010-210-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	282.93	09/19/2023	1010-310-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	270.56	09/19/2023	1010-550-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	388.91	09/19/2023	1010-580-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	1,188.05	09/19/2023	2210-260-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	447.02	09/19/2023	2230-260-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	609.77	09/19/2023	5050-700-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	3,286.14	09/19/2023	5070-800-7820	
09012023	SERVICE PERIOD - 08/03 THROUGH 09/01/2	14,696.36	09/19/2023	5071-800-7820	
	Check Total:	27,122.70			
Vendor: 132742	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES, INC.			Check Sequence: 24	ACH Enabled: False
4625	CROSS-CONNECT: OCTOBER 2023	40.00	09/19/2023	5070-800-7190	
4625	CROSS-CONNECT: OCTOBER 2023	140.00	09/19/2023	5071-800-7190	
4625	CROSS-CONNECT: OCTOBER 2023	20.00	09/19/2023	5072-800-7190	
	Check Total:	200.00			
Vendor: 200738	NAVIA BENEFIT SOLUTIONS			Check Sequence: 25	ACH Enabled: False
10746497	COBRA ADMIN MONTHLY FEE	35.00	09/19/2023	1010-110-7190	
	Check Total:	35.00			
Vendor: 136416	VERONICA ONOFRE			Check Sequence: 26	ACH Enabled: False
09122023	REFUND DEPOSIT AND RENTAL FEE AREA	50.00	09/19/2023	1010-000-2510	
09122023	REFUND DEPOSIT AND RENTAL FEE AREA	50.00	09/19/2023	1010-560-6010	
	Check Total:	100.00			
Vendor: 136625	PIONEER MARKET WATERFORD			Check Sequence: 27	ACH Enabled: False
09012023	CITY WIDE EMPLOYEE SUPPLIES	24.46	09/19/2023	1010-110-7510	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
09012023	CITY WIDE EMPLOYEE SUPPLIES	33.24	09/19/2023	1010-310-7510	
09012023	CITY WIDE EMPLOYEE SUPPLIES	33.24	09/19/2023	1010-580-7510	
09012023	CITY WIDE EMPLOYEE SUPPLIES	9.40	09/19/2023	5050-700-7510	
09012023	CITY WIDE EMPLOYEE SUPPLIES	6.64	09/19/2023	5070-800-7510	
09012023	CITY WIDE EMPLOYEE SUPPLIES	23.25	09/19/2023	5071-800-7510	
09012023	CITY WIDE EMPLOYEE SUPPLIES	3.33	09/19/2023	5072-800-7510	
	Check Total:	133.56			
Vendor: 139200	PRODUCTIVITY PLUS ACCOUNT			Check Sequence: 28	ACH Enabled: False
P2527001	HUSTLER MOWER - FUEL FILTER ASSEMB	24.37	09/19/2023	1010-580-7420	
P2537301	HUSTLER MOWER - FUEL FILTER ASSEMB	127.29	09/19/2023	1010-580-7420	
	Check Total:	151.66			
Vendor: 136641	RED INC. ARCHITECTS			Check Sequence: 29	ACH Enabled: False
6120	COMMUNITY CENTER REMODEL FEES	5,335.93	09/19/2023	1010-560-8020	
	Check Total:	5,335.93			
Vendor: 130200	ROBBINS BROWNING GODWIN & MARCHINI LLP			Check Sequence: 30	ACH Enabled: False
69604	CITY ATTORNEY SERVICES THROUGH 08/2	4,143.36	09/19/2023	1010-110-7194	
69606	A.D. 91-5/2010 FORECLOSURE	157.50	09/19/2023	1010-110-7194	
69607	UNION NEGOTIATION DISPUTE	180.00	09/19/2023	1010-110-7194	
	Check Total:	4,480.86			
Vendor: 141800	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT			Check Sequence: 31	ACH Enabled: False
N159198	2023/2024 ANNUAL PERMIT	58.00	09/19/2023	5070-800-7920	
N159198	2023/2024 ANNUAL PERMIT	203.00	09/19/2023	5071-800-7920	
N159198	2023/2024 ANNUAL PERMIT	29.00	09/19/2023	5072-800-7920	
	Check Total:	290.00			
Vendor: 142475	SHRED-IT, C/O STERICYCLE, INC.			Check Sequence: 32	ACH Enabled: False
8004648002	SHREDDING SERVICE - 08/18/23	108.22	09/19/2023	1010-110-7190	
	Check Total:	108.22			
Vendor: 143195	SIEMENS INDUSTRY INC			Check Sequence: 33	ACH Enabled: False
5331061831	FIRE SERVICES MONITORING - 09/01 THRC	1,040.75	09/19/2023	1010-110-7300	
	Check Total:	1,040.75			
Vendor: 209939	DYLAN SNAPP			Check Sequence: 34	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
452023A	SECURITY - SEPTEMBER 2023	175.00	09/19/2023	5050-700-7300	
452023A	SECURITY - SEPTEMBER 2023	100.00	09/19/2023	5070-800-7300	
452023A	SECURITY - SEPTEMBER 2023	175.00	09/19/2023	5071-800-7300	
452023A	SECURITY - SEPTEMBER 2023	50.00	09/19/2023	5072-800-7300	
	Check Total:	500.00			
Vendor: 144700	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 35	ACH Enabled: False
INV-014497	CIVIC PAY - AUGUST 2023	490.50	09/19/2023	5050-700-7610	
INV-014497	CIVIC PAY - AUGUST 2023	98.10	09/19/2023	5070-800-7610	
INV-014497	CIVIC PAY - AUGUST 2023	343.35	09/19/2023	5071-800-7610	
INV-014497	CIVIC PAY - AUGUST 2023	49.05	09/19/2023	5072-800-7610	
	Check Total:	981.00			
Vendor: 146600	STANISLAUS COUNTY PLANNING			Check Sequence: 36	ACH Enabled: False
4904	RESO 2021-0049 MOU - ADU STANDARD PI	2,152.85	09/19/2023	1010-430-7197	
	Check Total:	2,152.85			
Vendor: 146900	STANISLAUS COUNTY SHERIFF			Check Sequence: 37	ACH Enabled: False
2324-WPS	DRUG UNIT - FISCAL YEAR 23/24	5,000.00	09/19/2023	1010-210-7190	
4560	SHERIFF CONTRACT - JULY 2023	158,042.05	09/19/2023	1010-210-7170	
	Check Total:	163,042.05			
Vendor: 148626	SUTTER HEALTH PLUS			Check Sequence: 38	ACH Enabled: False
2757532	INSURANCE PREMIUMS - OCTOBER	1,268.29	09/19/2023	1010-110-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	269.89	09/19/2023	1010-210-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	1,435.46	09/19/2023	1010-310-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	271.50	09/19/2023	1010-410-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	79.99	09/19/2023	1010-430-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	95.29	09/19/2023	1010-560-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	276.34	09/19/2023	1010-580-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	95.29	09/19/2023	2210-260-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	4,516.83	09/19/2023	5050-700-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	1,876.54	09/19/2023	5070-800-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	8,985.23	09/19/2023	5071-800-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	622.68	09/19/2023	5072-800-7120	
2757532	INSURANCE PREMIUMS - OCTOBER	134.94	09/19/2023	5090-110-7120	
	Check Total:	19,928.27			
Vendor: 148025	SWRCB - DWOCB			Check Sequence: 39	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
09182023	OIT I - TRAINING FOR CALEB HILTON	25.00	09/19/2023	5070-800-7740	
09182023	OIT I - TRAINING FOR CALEB HILTON	87.50	09/19/2023	5071-800-7740	
09182023	OIT I - TRAINING FOR CALEB HILTON	12.50	09/19/2023	5072-800-7740	
	Check Total:	125.00			
Vendor: 149533	TESCO CONTROLS, INC.			Check Sequence: 40	ACH Enabled: False
0080697-IN	SCADA MAINTENANCE - 4934 IR/EMASS	144.38	09/19/2023	5050-700-7190	
0080697-IN	SCADA MAINTENANCE - 4934 IR/EMASS	144.37	09/19/2023	5070-800-7190	
0080697-IN	SCADA MAINTENANCE - 4934 IR/EMASS	144.38	09/19/2023	5071-800-7190	
0080697-IN	SCADA MAINTENANCE - 4934 IR/EMASS	144.37	09/19/2023	5072-800-7190	
	Check Total:	577.50			
Vendor: 150500	THORSEN'S INC.			Check Sequence: 41	ACH Enabled: False
1139287	AC LEAK CEILING AREA CITY HALL	390.00	09/19/2023	1010-110-7410	
1139425	AC LEAK CEILING AREA CITY HALL - SHE	368.22	09/19/2023	1010-110-7410	
	Check Total:	758.22			
Vendor: 152772	UMPQUA BANK COMMERCIAL CARD OPS			Check Sequence: 42	ACH Enabled: False
08312023	AMAZON PRIME MEMBERSHIP & BREAKR	213.54	09/19/2023	1010-110-7510	
08312023	POSTAGE	19.99	09/19/2023	1010-110-7540	
08312023	ZOOM SUBSCRIPTION	59.35	09/19/2023	1010-110-7620	
08312023	ALHAMBRA WATER	76.16	09/19/2023	1010-110-7730	
08312023	TALBOTT BIRTHDAY PARTY SUPPLIES	20.61	09/19/2023	1010-130-7510	
08312023	FENCE REPAIR SUPPLIES	169.68	09/19/2023	1010-310-7510	
08312023	POOP BAGS - DOG PARK	18.34	09/19/2023	1010-580-7510	
08312023	HAND SOAP - WWTP	41.29	09/19/2023	5050-700-7510	
08312023	TOOLS & SUPPLIES FOR WATER DEPT	319.11	09/19/2023	5070-800-7510	
08312023	TOOLS & SUPPLIES FOR WATER DEPT	1,116.88	09/19/2023	5071-800-7510	
08312023	TOOLS & SUPPLIES FOR WATER DEPT	159.55	09/19/2023	5072-800-7510	
	Check Total:	2,214.50			
Vendor: 131501	USA BLUEBOOK			Check Sequence: 43	ACH Enabled: False
INV00120878	TESTING KITS - RIVER POINTE	335.62	09/19/2023	5070-800-7510	
	Check Total:	335.62			
Vendor: UB*01873	AURELIANO VALENCIA VARGAS			Check Sequence: 44	ACH Enabled: False
	Refund Check 012324-000, 200 H STREET	88.03	09/15/2023	5071-000-2010	
	Check Total:	88.03			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 154141	VERIZON			Check Sequence: 45	ACH Enabled: False
842109324-00001	IPAD TABLETS INTERNET SERVICE	62.35	09/19/2023	5050-700-7810	
842109324-00001	IPAD TABLETS INTERNET SERVICE	12.47	09/19/2023	5070-800-7810	
842109324-00001	IPAD TABLETS INTERNET SERVICE	43.64	09/19/2023	5071-800-7810	
842109324-00001	IPAD TABLETS INTERNET SERVICE	6.23	09/19/2023	5072-800-7810	
	Check Total:	124.69			
Vendor: 155600	WATERFORD FARM SUPPLY, INC.			Check Sequence: 46	ACH Enabled: False
08312023	MISCELLANEOUS TOOLS & SUPPLIES	17.24	09/19/2023	1010-110-7510	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	38.78	09/19/2023	1010-210-7510	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	130.21	09/19/2023	1010-310-7410	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	19.41	09/19/2023	1010-310-7420	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	18.47	09/19/2023	1010-310-7510	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	490.64	09/19/2023	1010-580-7410	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	352.12	09/19/2023	1010-580-7420	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	8.08	09/19/2023	1010-580-7430	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	419.83	09/19/2023	1010-580-7510	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	18.33	09/19/2023	1010-580-7520	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	16.38	09/19/2023	1010-580-7580	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	12.93	09/19/2023	5050-700-7580	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	73.79	09/19/2023	5070-800-7510	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	258.25	09/19/2023	5071-800-7510	
08312023	MISCELLANEOUS TOOLS & SUPPLIES	36.90	09/19/2023	5072-800-7510	
	Check Total:	1,911.36			
Vendor: 157700	WILSON FAMILY PLUMBING, INC.			Check Sequence: 47	ACH Enabled: False
12028	RIVER PARK - BATHROOM REPAIR	3,018.22	09/19/2023	5070-800-7410	
	Check Total:	3,018.22			
Vendor: 157859	XCAST LABS, INC.			Check Sequence: 48	ACH Enabled: False
10889377	VOIP SERVICES - 09/01 THROUGH 09/30/23	492.83	09/19/2023	1010-110-7810	
10889377	VOIP SERVICES - 09/01 THROUGH 09/30/23	127.31	09/19/2023	1010-210-7810	
10889377	VOIP SERVICES - 09/01 THROUGH 09/30/23	80.30	09/19/2023	5050-700-7810	
10889377	VOIP SERVICES - 09/01 THROUGH 09/30/23	48.18	09/19/2023	5071-800-7810	
10889377	VOIP SERVICES - 09/01 THROUGH 09/30/23	24.09	09/19/2023	5070-800-7810	
10889377	VOIP SERVICES - 09/01 THROUGH 09/30/23	8.03	09/19/2023	5072-800-7810	
	Check Total:	780.74			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	923,620.10			
	Total of Number of Checks:	48			



Consent Calendar 3c

October 5, 2023

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

Motion: Approving Minutes of the Regular City Council Meeting held September 21, 2023.

SUMMARY:

Consider approving minutes from the September 21, 2023 Regular City Council meeting.

ANALYSIS:

Approve Minutes of the Regular City Council Meeting held on September 21, 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 September 21, 2023.



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

WATERFORD CITY COUNCIL REGULAR MEETING – September 21, 2023 - 6:30 PM

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

FLAG SALUTE: Mayor Goeken

INVOCATION: Pastor Dave McGaffee, Assembly of God Church

ROLL CALL PRESENT:

Mayor Goeken
Council Member Hilton
Council Member Talbott

ABSENT: Vice Mayor Kitchens
Councilmember Harris

STAFF PRESENT:

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

ADOPTION OF AGENDA:

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

AYES: Goeken, Hilton, Talbott
NAYS: None
ABSENT: Harris, Kitchens
ABSTAIN: None

Motion passed 3-0.

CONFLICT OF INTEREST DECLARATION:

None.

1. PRESENTATION

2. COMMUNICATIONS FROM THE AUDIENCE

3. ADOPTION OF CONSENT CALENDAR

3a: MOTION: Waiving all Readings of Ordinances and Resolutions, except by title.

3b: RESOLUTION: Resolution 2023-43, Approving the Warrant Register in the Amount of \$136,468.83 for the Period of August 29 to September 1, 2023.

3c: MOTION: Approving Minutes of the Regular City Council Meeting held September 7, 2023.

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

AYES: Goeken, Hilton, Talbott

NAYS: None

ABSENT: Harris, Kitchens

ABSTAIN: None

Motion passed 3-0.

4. FINAL READINGS

5. PUBLIC HEARINGS

6. GENERAL BUSINESS

6a: RESOLUTION: Approving Resolution 2023-44, Authorizing the City Manager or Public Works Superintendent to sign all documents, applications, assurances, grant agreements and statements in regard to any and all Federal Highway Administration (FHWA) or any other federally-funded or state-funded projects. (*Pitcock*)

ACTION: By motion moved and seconded (CM Talbott / CM Hilton / 3-0) to Approve Resolution 2023-44, Authorizing the City Manager or Public Works Superintendent to sign all documents, applications, assurances, grant agreements and statements in regard to any and all Federal Highway Administration (FHWA) or any other federally-funded or state-funded projects.

AYES: Goeken, Hilton, Talbott

NAYS: None
ABSENT: Harris, Kitchens
ABSTAIN: None

Motion passed 3-0.

- 6b: RESOLUTION: Approving Resolution 2023-45, Concurrence with the 2022-2023 Consolidation Annual Performance Report (CAPER) and Support of Submission to the U.S. Department of Housing and Urban Development (HUD). (*Statzer*)

ACTION: By motion moved and seconded (CM Hilton/ CM Talbott / 3-0) to Approve Resolution 2023-45, Concurrence with the 2022-2023 Consolidation Annual Performance Report (CAPER) and Support of Submission to the U.S. Department of Housing and Urban Development (HUD).

AYES: Goeken, Hilton, Talbott
NAYS: None
ABSENT: None
ABSTAIN: None

Motion passed 3-0.

- 6c: MOTION: Appointing Members to City of Waterford Volunteer and Neighbor of the Year Award Selection Committee. (*Krause*)

ACTION: By motion moved and seconded (CM Talbott / CM Hilton / 3-0) to Appoint Planning Commission Members Brandon River and Chris Barnes and Councilmember Talbott and Mayor Goeken to City of Waterford Volunteer and Neighbor of the Year Award Selection Committee.

AYES: Goeken, Hilton, Talbott
NAYS: None
ABSENT: Harris, Kitchens
ABSTAIN: None

Motion passed 3-0.

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

Public Works Superintendent Statzer announced that the Waterford High School Homecoming Parade and game was this Friday and encouraged citizens to come and support the team.

Chief Parker gave the updated stats for calls for service for the month of August.

City Attorney Browning advised the Council of the upcoming performance review for the City Manager.

9b: City Council

Councilmember Talbott had no comments.

Councilmember Hilton had no comments.

Mayor Goeken wished his son Andrew a Happy Birthday.

10. **ADJOURNMENT / RECESS**

ACTION: By motion moved and seconded (CM Talbott / CM Hilton / 3-0) to adjourn the meeting at 6:44 pm.

AYES: Goeken, Hilton, Talbott

NAYS: None

ABSENT: Harris, Kitchens

ABSTAIN: None

Motion passed 3-0.

11. **CLOSED SESSION**

12. **REPORT OUT OF CLOSED SESSION**

PASSED AND ADOPTED by the Waterford City Council at a regular meeting held on October 5th, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF WATERFORD:

Charlie Goeken, Mayor

ATTEST:

Patricia Krause, CMC, City Clerk



Consent Calendar 3d

October 5, 2023

Michael Pitcock, City Manager
City Council Staff Report

RESOLUTION: Adopting Resolution 2023-47, Approving the Re-appointment of Brandon Rivers to Stanislaus Consolidate Fire Protection District Board of Directors for a 4-year Term

SUMMARY:

Consider re-appointing Brandon Rivers to Stanislaus Consolidate Fire Protection District Board of Directors for a 4-year Term ending December 31, 2024.

ANALYSIS:

The SCFPD Board of Directors is comprised of 5 Directors with 1 Director appointed by the City of Riverbank, 1 Director appointed by the City of Waterford, and 3 public members-at-large (residents of the district) appointed by the Board of Supervisors. Staff advertised a notice in the Waterford News requesting interested members of the public to contact the city if interested. Staff received a request for re-appointment from Brandon Rivers who meets the requirements for the position. Mr. Rivers currently sits on the Planning Commission and staff has verified there is no conflict of interest. No others reported interest in the position.

FISCAL IMPACT:

None.

ENVIRONMENTAL REVIEW:

Not Applicable.

ALTERNATIVES:

1. Table this item and direct Staff to solicit additional applications from interested persons.
2. Table this item and provide direction to Staff.
3. Do not approve this appointment.

ATTACHMENTS:

- Resolution 2023-47
- Stanislaus Consolidate Fire Protection District Board of Directors – Brandon Rivers

**WATERFORD CITY COUNCIL
RESOLUTION 2023-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATERFORD
APPROVING APPOINTMENT OF BRANDON RIVERS TO THE STANISLAUS
CONSOLIDATED FIRE PROTECTION DISTRICT (SCFPD) BOARD OF DIRECTORS FOR A
4-YEAR TERM**

WHEREAS, The SCFPD Board of Directors is comprised of 5 Directors with 1 Director appointed by the City of Riverbank, 1 Director appointed by the City of Waterford, and 3 public members at-large (residents of the district) appointed by the Board of Supervisors; and

WHEREAS, staff advertised a notice in the Waterford News requesting interested members of the public to contact the city if interested; and

WHEREAS, staff received a request for re-appointment from current Waterford Board Representative Brandon Rivers.

NOW, THEREFORE, BE IT RESOLVED, that the Waterford City Council hereby approves and appoints Brandon Rivers to the Stanislaus Consolidate Fire Protection District Board of Directors for a 4-year Term ending December 31, 2027.

PASSED AND ADOPTED by the Waterford City Council at a regular meeting held on the 5th day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF WATERFORD,

CHARLIE GOEKEN, Mayor

ATTEST:

PATRICIA KRAUSE, CMC, City Clerk

APPROVED AS TO FORM:

CORBETT J. BROWNING, City Attorney



THIS IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.

APPLICATION FOR APPOINTMENT TO BOARD/COMMISSION/SPECIAL DISTRICT

Name of Board/Committee/Special District*:

Stanislaus Consolidated Fire District

Name of Applicant: Ms. Mr. Brandon Rivers

Residence Street Address: _____ City: Waterford Zip Code: 95386

Mailing Address: 1 _____ Waterford, CA 95386 Supervisorial District: _____

Phone: (home) _____ (cell) 408-931-3387 (business) _____

Email Address: brandon@rivershacia.com

Are you registered as a voter at the residence listed above?: Yes No

(Optional, unless you are applying for an elected position.)

Ethnic Background: Black

(Optional, unless you are applying for an Ethnic Representative position.)

Experience or Special Knowledge Pertaining to Area of Interest:

Apart from my keen interest in fire services, I've spent the past 3.5 years on the SCFPD board and currently serve as the Vice President. I sat on the Finance committee during both the Covid pandemic and navigating our fire district through a \$1.3m deficit. Working with the Fire Chief, Battalion Chiefs, finance team and counsel, we were able to solve a lot of the spending and not only bring it to a surplus, but create savings accounts to prevent falling into such a deep hole.

My experience is with business, economics, and technology.

Employment Experience:

Using my skills in software development, business, and finances, I've watch my companies, as well as those I've advised, grow to profitability in short time frames. I can honestly say that management, growth-hacking, and budgeting are my strongest assets.

I currently run my company RiversHacia, but have prior experience as a Senior Software Designer at Microsoft.

Organization and Community Experience:

Currently, I serve as the Chairman of the Waterford Planning Commission. In addition to that, I served on the ambassador board for the Manteca Chamber of Commerce and assisted in business development around the city as well as events for the communities.

Education (high school, college, trade school, or training):

Note: There is no specific educational requirement.

College of Charleston

Do you have any financial or professional interest or association related to this position?

Yes No If yes, please explain.

Other information continued from the first page (Optional):

Please list three references with telephone numbers:

<u>Name</u>	<u>Phone</u>
1. Steve DeBrum (former Mayor of Manteca)	209-629-6466
2. Jason Laughlin (Rep. for Heath Flora)	209-624-6722
3. Tim Tietjen (Assistant Chief, Modesto Fire Dept)	209-572-9590

A resume containing other pertinent information about yourself would be helpful to the Board members in evaluating your application.

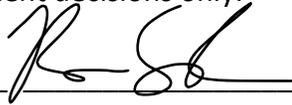
Applicant Certification: PLEASE READ BEFORE SIGNING.

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief. I understand that statements made are subject to verification and that any misrepresentation, fraud, or omission of material facts may result in denial of appointment.

I hereby authorize representatives of Stanislaus County to contact organizations (including employers and schools) and individuals listed, for the purpose of establishing or verifying my qualifications and work history in connection with this application. I understand and acknowledge that such information will be used confidentially and for the purpose of appointment decisions only.

Date: 7/31/2023

Signature: _____



***Please note that some Board, Commission and Special District members are required to file Statements of Economic Interests (Conflict of Interest Form 700).** Please view the fact sheet on our website at www.stancounty.com/board/boards-commissions.shtm for any Board, Commission or Special District to see if you will be required to file. More information is available from the California Fair Political Practices Commission (FPPC) website at www.fppc.ca.gov.

File this application with: Clerk of the Board of Supervisors
1010 Tenth Street, Suite 6700
Modesto, CA 95354
phone: 209-525-4494
fax: 209-525-4420



Consent Calendar 3e

October 5, 2023

Michael Pitcock, City Manager
City Council Staff Report

Motion: Approve a Purchase and Sale Agreement for the sale of 109 S. E Street to Nirmal Kaur for the purchase price of \$100,000.

SUMMARY:

Consider the approval of a Purchase and Sale Agreement for the sale of 109 S. E Street for the purchase price of \$100,000.

ANALYSIS:

The City of Waterford owns the property at 109 S. E Street that was historically used as the Public Works Corporation Yard. This property has not been used for over 5 years following the purchase and remodel of the old Stanislaus Consolidated Fire District Station at 321 N. E Street. At that time, Council directed staff to dispose of the old corporation yard property and the building was appraised at \$130,000. For several years, staff had the property for sale for the sale price of \$130,000 with no offers received for the full amount. Over the years, the abandoned building has been subjected to vandalism with the roof damaged and has not served the community in any capacity. It's staff's opinion that the property has no use to the city and the property should be deemed surplus and sold as is to Nirmal Kaur in an amount of \$100,000. While the sale price is below the original appraised value, it is staff's opinion that the vandalism damage to the building and the cost to remove the old fuel tank and compressed natural gas fueling station is approximately \$30,000 and the purchase price is market rate given the condition of the site and the work that needs to be done.

FISCAL IMPACT:

The sale proceeds will be realized as miscellaneous revenue to the General Fund. Also, the property will be added to the tax roll and the city will realize property taxes and possibly sales taxes in future years.

ENVIRONMENTAL REVIEW:

Not Applicable.

ALTERNATIVES:

1. Do not approve the purchase and sale agreement and direct staff as to the council's direction for the use of the property in the future.

ATTACHMENTS:

- Purchase and Sale Agreement.

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) by and between NIRMAL KAUR (herein after referred to as “Buyer”) and CITY OF WATERFORD (herein after referred to as “Seller”) is entered into as of the date of acceptance of this Agreement. Buyer and Seller are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Seller is the owner in fee of that certain real property in the City of Waterford, State of California, located at 109 S. E Street, identified as Assessor’s Parcel Number: 134-012-005 (“Property”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Land, together with all improvements located thereon, all easements, licenses, and interests appurtenant thereto, and all land entitlements, owned or held by Seller in connection with the Property to be sold “AS IS”.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURCHASE AND SALE OF PROPERTY.

1.1 Agreement to Purchase. Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, and for the reasons set forth above in the Recitals, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property “AS IS”.

1.2 Amount of Purchase Price. The purchase price which Seller agrees to accept, and Buyer agrees to pay for the Property, with any and all entitlements on interest to acquire title, and any and all improvements thereon, is ONE HUNDRED THOUSAND DOLLARS (\$100,000), all cash at the close of escrow (the “Purchase Price”). The Purchase Price paid by Buyer to Seller is all-inclusive of Seller’s interest in the Property, the Property, and any rights or obligations which exist or may arise out of the acquisition of the Property, including Seller’s fee interest in the land and any improvements located thereon.

1.3 Payment of Purchase Price. Payment shall be made no later than the business day preceding the Closing Date, as defined in Section 3.2, or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit with Escrow Holder the Purchase Price. The Purchase Price shall be paid at Closing, plus or minus the closing adjustments and pro-rations set forth herein.

1.4 Initial Deposit. Buyer shall place into escrow FIVE THOUSAND DOLLARS (\$5,000.00) as a good faith deposit within five (5) calendar days from the executing of this

Agreement (the “Effective Date”), as set forth in Section 3.1 below. In the event that Buyer chooses to not purchase the Property pursuant to the foregoing, Buyer shall so notify Escrow Agent and Seller, whereupon Escrow shall be canceled, and the Initial Deposit shall be promptly returned to Buyer in accordance with Sections 2.1.1 and 2.1.2 below. Should Buyer purchase the Property, the Initial Deposit shall be fully credited toward the Purchase Price at closing.

2. INSPECTIONS AND REVIEW.

2.1 Delivery of Due Diligence Materials. Within ten (10) days of the Effective Date, Seller shall deliver to Buyer copies of relevant documents related to the Property, including, but not limited to, all documents related to: agreement(s) with fee title holders to the Property, consulting agreements, property inspections, property reports, property development agreements, City of Waterford communications, property tests, property surveys, property assessments, and the annexation of the Property to Buyer, to be used by Buyer exclusively in connection with this Agreement. Buyer shall take all steps to protect Seller’s confidentiality and privilege. However, in the event Buyer elects not to move forward with close of escrow all such documents will be returned to Seller within ten (10) days of cancellation of escrow.

2.1.1 If Buyer determines, in its sole discretion, that it has been provided inadequate information to assess the Property transaction, Buyer may terminate this Agreement immediately upon written notice to Seller provided that such notice of termination must be delivered to Seller before expiration of the 30-day Due Diligence Period, in which event \$5,000.00 of the Initial Deposit shall be promptly returned to Buyer in accordance with Section 1.4.1 above.

2.2 Due Diligence/Inspections. Buyer and its representatives, agents, engineers, consultants, contractors, and designees shall have the right to enter onto the Property from and after the date of this Agreement through and including the date which is thirty (30) days after the opening of escrow (the “Due Diligence Period”) for purposes of examining, inspecting and investigating the Property including the structural, mechanical, plumbing or electrical conditions at and about the Property, pest or vermin damage or infestation, water, site, soil, subsurface soils, drainage, structural, seismic and other geological and topographical matters, soil testing, location of asbestos, toxic substances, hazardous materials, wastes, and other environmental contamination, if any, as well as any other inspections or investigations that Buyer reasonably deems necessary and/or required by law and, at Buyer’s discretion, determining whether the Property is acceptable to Buyer.

2.2.1 Access to the property for any and all inspections, assessments, appraisal and/or any other site visits shall be arranged through the Seller’s designee, Mike Pitcock, City Manager. No invasive inspections or testing shall be performed on or at the site without prior permission from the Seller designee.

2.2.2 Buyer is fully aware of the existing gas tank and possible hazardous waste associated therewith and does agree to remove, at Buyer’s sole expense, said gas tank. Seller makes no representation related to the tank or waste associated therefrom.

2.2.3 Buyer agrees to indemnify and hold Seller and any secured parties harmless in

connection with any loss as a result of these inspections and to repair any damages to the premises resulting from permitted tests or inspections.

2.3 Disapproval/Termination. Buyer shall notify Seller and Escrow Holder in writing (the “Buyers’ Due Diligence Notice”) on or before the expiration of the Due Diligence Period of Buyers’ approval or disapproval of the condition of the Property and Buyers’ investigations with respect thereto. Buyers’ disapproval of any of said items shall constitute Buyers’ election to terminate this Agreement and cancel the Escrow. Buyers’ failure to deliver Buyers’ Due Diligence Notice on or before the expiration of the Due Diligence Period shall be deemed Buyers’ approval thereof.

2.4 Title Review. Within ten (10) business days of the Effective Date, Buyer shall obtain a preliminary title report for the Property, together with copies of all written instruments creating the exceptions specified therein, and plat maps plotting all easements specified therein (collectively, the “Title Report”). Within twenty (20) business days of Buyers’ receipt of the Title Report, Buyer shall notify Seller in writing (“Buyers’ Objection Notice”) of any objections Buyer may have to the title exceptions contained in the Title Report. Buyers’ failure to provide Seller with Buyers’ Objection Notice within said period shall constitute Buyers’ approval of all exceptions to title shown on the Title Report, provided Seller provides Buyer ten (10) days written notice of said failure to provide Seller with a Buyers’ Objection Notice within said period. Seller shall have a period of ten (10) days after receipt of Buyers’ Objection Notice in which to deliver written notice to Buyer (“Seller’s Notice”) of Seller’s election to either (i) agree to remove or cure the objected to items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions and terminate Escrow and this Agreement. Seller shall not be required to incur any current or future expense to cure such “objected to” title item. In addition, the decision whether or not to remove and/or cure any title matters objected to by Buyer shall be in Seller’s discretion. If Seller notifies Buyer of its election to terminate Escrow rather than remove and cure the objected to items, Buyer shall have the right, by written notice delivered to Seller within ten (10) days after Buyers’ receipt of Seller’s Notice, to agree to accept the Property subject to the objected to items, in which event Seller’s election to terminate the Escrow shall be of no effect, and Buyer shall take title at the Close of Escrow subject to such objected to items without any adjustment to or credit against the Purchase Price.

3. ESCROW.

3.1 Opening of Escrow/Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any conflict between the provisions of this Agreement and Escrow Holder’s standard instructions, this Agreement shall prevail. Within five (5) business days following the execution of this Agreement by Buyer and Seller, the Parties shall open an escrow (the “Escrow”) with WFG National Title (“Escrow Holder”), at its offices located at 1550 Fulkerth Road, Turlock, CA 95380, by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder (the “Opening of Escrow”). Escrow Holder shall provide each of the parties in Section with written confirmation of the date of the Opening of Escrow. The Escrow Holder shall also provide title insurance services related to this Agreement.

3.2 Close of Escrow/Closing Date. Escrow shall close no later than that date which is fifteen (15) days after the expiration of the Due Diligence Period (the “Closing Date”) (“Closing Date,” “Close of Escrow,” and/or the “Closing”). All of the conditions to closing described in Section 4 below shall be satisfied or waived on or before the Closing Date. The terms the “Close of Escrow,” and/or the “Closing” are used herein to mean the date the Grant Deed (as the term is defined herein) is recorded in the Office of the County Recorder of Stanislaus, California.

3.2.1 Possession of the Property shall be delivered to Buyer at the Close of Escrow free and clear of all mortgages, tenancies, lessees, occupants, licensees, and all possessory rights of any kind or nature, security interests, monetary liens suffered or created by Seller or its predecessors in interest, and other such encumbrances, easements, rights of way, and other exceptions to title in the title policy, except for any Permitted Exceptions, as set forth and defined herein.

3.2.2 In the event Buyer fails to close the escrow for any reason, all Due Diligence materials including all copies, if any there be, provided by Seller, including but not limited to inspections, tests, surveys, assessments, and estimates are to be returned to the Seller within ten (10) days of cancellation of the escrow.

3.3 Removal of Conditions and Contingencies. Any and all contingencies and conditions herein must be removed in writing delivered to the other Party and Escrow Holder on or before any relevant deadline for removal of same.

3.4 Deliveries by Seller. No later than 1:00 p.m. on the business day preceding the Closing Date, Seller shall deliver to Escrow Holder:

- (a) a Grant Deed or Grant Deeds conveying to Buyer fee simple title to the Property, duly executed and acknowledged by Seller and/or fee title holders;
- (b) conveyance of any other property entitlements related to the Property owned by Seller, duly executed and acknowledged by Seller;
- (c) all other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including Seller’s portion of prorations, if any.

3.5 Deliveries by Buyer. No later than 1:00 p.m. on the business day preceding the Closing Date, Buyer shall deliver to Escrow Holder:

- (a) the Purchase Price less any payments made, if any;
- (b) All other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including the Escrow fees and Buyer’s portion of prorations, if any.

3.6 Closing, Recording and Disbursements. On or before the Closing Date, and when all of

the conditions precedent to the Close of Escrow set forth in Section 4 of this Agreement have been satisfied or waived in writing, Escrow Holder shall take the actions set forth in this Section 3.6.5.

3.6.1 Recording. Escrow Holder shall cause the Grant Deed(s) to be recorded in the Official Records of Stanislaus County, California, in that order.

3.6.2 Disbursement of Funds. Escrow Holder shall disburse to Seller the Purchase Price, less prorations chargeable to Seller, if any.

3.6.3 Transfer. Seller is to assign to Buyer any other entitlement rights for all applicable portions of the Property.

3.6.4 Title Policy. Escrow Holder shall deliver to Buyer a commitment to issue the Title Policy referred to in Section 4.1.3 of this Agreement.

3.6.5 Delivery of Documents to Buyer. Escrow Holder shall deliver to Buyer a conformed copy of the Grant Deed(s), and any other documents (or copies thereof) deposited by Seller with Escrow Holder pursuant to this Agreement. The original of the Grant Deed(s) shall be returned to Buyer after recordation.

3.6.6 Delivery of Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Grant Deed(s), and any documents (or copies thereof) deposited by Buyer with Escrow Holder pursuant to this Agreement.

3.6.7 Real Property Taxes. All non-delinquent general and special real property taxes and assessments, if any, shall be prorated between Buyer and Seller as of the Close of Escrow on the basis of a 365-day year.

3.7 Payment of Costs. Buyer is responsible for the costs of customary title policy and escrow fees, including, but not limited to, documentary or transfer taxes, recording of the Grant Deed, recording fees, any document signing fees, all title insurance premiums for the CLTA standard owner's form policy. Buyer shall also pay for any lender's title policy and all charges associated with the title insurance premium for any additional cost of obtaining any additional coverage requested by Buyer, including the difference between a CLTA standard owner's policy and an ALTA extended owner's policy. All other escrow charges shall be in accordance with local custom in Stanislaus County, California.

Seller shall be responsible for all property taxes due and any liens and/or abstracts of judgment of record prior to Close of Escrow. Buyer and Seller shall each be responsible for their respective attorneys' fees and consultants.

4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

4.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Buyer of each of the conditions precedent set forth in this Section.

4.1.1 Seller's Performance. Seller is not in material default of any term or condition of this Agreement.

4.1.2 Seller Deliveries Made. Seller has deposited with Escrow Holder all documents required of Seller by this Agreement.

4.1.3 Title Policy. WFG National Title ("Title Company") has committed to issue to Buyer a CLTA standard, or at Buyers' choice, an ALTA extended coverage owner's policy of title insurance (the "Title Policy"), with liability in the amount of the Purchase Price, showing fee title to the Property vested in Buyer, subject only to:

- (a) the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Title Company;
- (b) title exceptions approved by Buyer pursuant to Section 2.4 of this Agreement;
- (c) title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement; and
- (d) any other exceptions approved in writing by Buyer in its sole and absolute discretion.

The terms of sub-sections (a) through (d), inclusive, being herein collectively referred to as the "Permitted Exceptions."

4.1.4 Representations and Warranties. All representations and warranties made by Seller in this Agreement, to Seller's best knowledge, are true and correct as of the Closing as though made at that time.

4.2 Conditions to Seller's Obligations. Seller's obligations to convey the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Seller of each of the conditions precedent set forth in this Section.

4.2.1 Buyer's Performance. Buyer is not in material default of any term or condition of this Agreement.

4.2.2 Buyer Deliveries Made. Buyer has deposited with Escrow Holder all sums and documents required of Buyer by this Agreement.

4.2.3 Representations and Warranties. All representations and warranties made by Buyer in this Agreement, to Buyer's best knowledge, are true and correct as of the Closing as though made at that time

4.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires

action by Buyer or Seller, each Party shall use its diligent best efforts, in good faith, and at its own cost, to satisfy such condition. Where satisfaction of any of the foregoing conditions requires the approval of a Party, such approval shall be in such Party's sole and absolute discretion.

4.4 Waiver. Buyer may at any time or times, at its election, waive any of the conditions set forth in Section 4.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. Seller may at any time or times, at its election, waive any of the conditions set forth in Section 4.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer.

4.5 Termination. In the event each of the conditions set forth in Section 4.1 are not fulfilled within the time provided by the terms of this Agreement or waived by Buyer pursuant to Section 4.4, Buyer may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations related to the purchase and sale of the Property hereunder. In the event that the conditions set forth in Section 4.2 are not fulfilled within the time periods provided by this Agreement or waived prior to the Closing Date, Seller may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations related to the purchase and sale of the Property hereunder. Furthermore, in the event this Agreement is terminated by either Party, all documents delivered by Seller to Buyer or Escrow Holder shall be returned within ten (10) days. Nothing in this Section shall be construed as releasing any Party from liability for any default of its obligations hereunder or breach of its representations and warranties under this Agreement occurring prior to the termination of this Agreement and/or the Escrow to be opened hereunder.

4.6 Liquidated Damages.

BUYER AND SELLER AGREE THAT IN THE EVENT BUYER FAILS OR REFUSES TO CLOSE AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD, IN BREACH OF THIS AGREEMENT OR WITHOUT GOOD CAUSE, ACTUAL DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN, AND THEREFORE, AGREE THAT AS SELLER'S SOLE AND EXCLUSIVE REMEDY, SELLER SHALL BE ENTITLED TO RETAIN THE DEPOSIT PAID BY BUYER HEREUNDER WHICH SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLER WAIVES ANY RIGHT TO SEEK SPECIFIC PERFORMANCE TO REQUIRE BUYER TO CLOSE. SELLER ALSO EXPRESSLY WAIVES INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECULATIVE, SPECIAL OR EXEMPLARY DAMAGES, LOST PROFITS, REVENUE OR INCOME, UNREALIZED EXPECTATIONS OR OTHER SIMILAR CLAIMS. IN THE EVENT OF BREACH BY SELLER, BUYER SHALL HAVE THE RIGHT TO ELECT, AS BUYER'S SOLE AND EXCLUSIVE REMEDY, TO EITHER (1) OBTAIN SPECIFIC PERFORMANCE AGAINST SELLER OR (2) RECEIVE AN IMMEDIATE REFUND OF THE INITIAL DEPOSIT. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR DAMAGES OF ANY KIND; PROVIDED, HOWEVER, THAT IF SELLER DEFAULTS, AND BUYER ELECTS THE REMEDY SET FORTH IN SUB-CLAUSE (2) ABOVE, SELLER SHALL REIMBURSE BUYER FOR BUYER'S ACTUAL, THIRD-PARTY OUT-OF-POCKET COSTS AND EXPENSES INCURRED BY BUYER IN

CONNECTION WITH THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) IN AN AMOUNT NOT TO EXCEED \$25,000. BUYER EXPRESSLY WAIVES INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECULATIVE, SPECIAL OR EXEMPLARY DAMAGES, LOST PROFITS, REVENUE OR INCOME, UNREALIZED EXPECTATIONS OR OTHER SIMILAR CLAIMS. AS INDICATED BY INITIALS BELOW, BUYER AND SELLER EXPRESSLY AGREE TO THE ACCURACY OF THE TERMS STATED IN THIS SECTION.

Seller Initials

Buyer Initials

5. REPRESENTATIONS AND WARRANTIES.

5.1 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement, (ii) is to the best knowledge of Seller (as defined herein above) true in all respects as of the Effective Date and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow for six (6) months:

- (a) Seller has full right, power, and authority to enter into this Agreement and to perform Seller's obligations hereunder. This Agreement and all other documents delivered by Seller to Buyer now, or at the Close of Escrow, have been or will be duly executed and delivered by Seller and are legal, valid, and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property, are enforceable in accordance with their respective terms, and do not violate any provision of any agreement to which Seller is a Party.
- (b) Seller has provided all Due Diligence material in Seller's possession, custody, and control, and to the best of Seller's knowledge are true and correct copies of said material and void of any misrepresentations.
- (c) Seller has no knowledge of any pending or threatened, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against or affecting the Property or relating to the ownership, maintenance, use or operation of the Property.
- (d) Seller has not received any notices nor has any knowledge of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.
- (e) Seller has no knowledge of any leases, rights of first refusal, or other agreements relating to the right of possession and/or occupancy of the Property by any person or entity, except for matters of record approved by Buyer pursuant to Section 2.4 above.

- (f) Seller is not aware that the Property, or Seller, are in violation of any applicable Federal, State or local statute, ordinance, order, requirement, law, or regulation materially adversely affecting the Property or construction of any improvement thereon or Buyer's intended use. Seller has received no notice of any such violation of applicable law.

If Seller becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller hereunder, whether as of the Effective Date or any time thereafter through the Closing Date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of any liabilities or obligations with respect thereto.

5.2 Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, each of which (i) is material and relied upon by Seller in making its determination to enter into this Agreement, (ii) is to the best of Buyer's knowledge without investigation, true in all respects as of the Effective Date and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow for six (6) months.

- (a) Buyer has the full right, power, and authority to enter into this Agreement and perform Buyer's obligations hereunder. This Agreement and all other documents delivered by Buyer to Seller now or at the Close of Escrow, have been or will be duly executed and delivered by Buyer and are legal, valid, and binding obligations of Buyer, are enforceable in accordance with their respective terms, and do not violate any provision of any agreement to which Buyer is a Party.

6. BROKERAGE COMMISSIONS

6.1 No brokers are being used in this transaction. However, should a broker be used by either Party, each Party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any such broker's commission(s) and/or finder's fee(s), or those of any third party. Each side has enlisted the service and retained legal counsel to represent their interest and participate in the drafting of this Agreement. Each side agrees to bear their own attorney's fees and costs related to their legal representation.

7. MISCELLANEOUS.

7.1 Costs of Conveyance. All costs not otherwise allocated by Section 3.7 herein related to Seller's grant and conveyance of the Property to Buyer shall be borne equally by the Parties.

7.2 Attorneys' Fees/Litigation. Should any litigation be commenced between the parties to this Agreement concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other

relief as may be granted, to reasonable attorneys' fees, court costs and expert witness fees actually incurred through all mediation, trial and appellate proceedings, all of which shall be determined by the court in such litigation. The terms and provisions of this Section 7.2 shall survive the Closing and any earlier termination of this Agreement.

7.3 Notices. All notices required to be delivered under this Agreement to the other Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of an electronic transmission, provided a hard copy of such transmission shall be simultaneously delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

To Buyer: Nirmal Kaur
1051 La Paloma Street
Turlock, CA 95382
waterfordmarket1@gmail.com

To Seller: City of Waterford
Attn: Mike Pitcock, City Manager
101 E Street
Waterford, CA 95386
mpitcock@cityofwaterford.org

With copy to: Corbett J. Browning, Esq.
Robbins, Browning, Godwin & Marchini, LLP
700 Loughborough Dr., Suite D
Merced, CA 95348
cjb@rbgmlaw.com

Seller and Buyer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

7.4 Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

7.5 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

7.6 Assignment. Buyer shall not assign this Agreement or any right or privilege Buyer might

have under this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to Seller to carry out and observe each of Buyer's obligations hereunder.

7.7 Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

7.8 Binding on Heirs. This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

7.9 Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

7.10 Entire Agreement, Waivers and Amendments. This Agreement and attachment(s), and any written agreement entered into by the Parties with respect to the Property, incorporate all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

7.11 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and Seller and Buyer acknowledge and agree that they are each bound by same.

7.12 Section References. Any reference to any section of this Agreement cited without a decimal includes all sections following the cited section. For example, a reference to Section 4 includes 4.1, 4.1.1, 4.1.2. et seq.

7.13 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.14 Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement with venue in Stanislaus County, California.

7.15 Covenants to Survive Escrow. The covenants and agreements contained in this Agreement shall survive the Close of Escrow.

7.16 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party.

7.17 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

7.18 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property and/or to accomplish the objectives and requirements that are set out in this Agreement. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibit(s) hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date. **The undersigned hereby certify that they have read and fully understand all of the terms, provisions, and conditions of this Agreement and have executed this Agreement voluntarily.**

BUYER:

DATED: September __, 2023

NIRMAL KAUR

SELLER:

CITY OF WATERFORD

DATED: September __, 2023

By: Mike Pitcock
Its: City Manager



General Business 6a

October 5, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Motion: **Awarding Bid and Approving an Agreement with United Pavement Maintenance, Inc. in the Amount of \$583,206.90 for Project No. 2023-08, “Western Ave, Pecan Ave, and Dorsey St. Improvements” and Authorizing the City Manager to Execute the Agreement.**

SUMMARY:

The City Council is being asked to award bid and approving an agreement with United Pavement Maintenance, Inc. in the amount of \$583,206.90 for Project No. 2023-08 “Western Ave, Pecan Ave, and Dorsey St. Improvements” and authorizing the City Manager to execute the agreement.

ANALYSIS:

This project will be located at N. Western Ave. from Washburn Ave. to F Street, Pecan Avenue from N. Western Ave. to Church Street and Dorsey Street from Church Street to F Street. This project will consist of the installation of frontage improvements, including curb, gutter, and sidewalk, pavement widening, curb return upgrades, storm drain improvements, water and sewer improvements, pavement resurfacing, and striping. All proposed improvements are within the City’s right-of-way.

On September 27, 2023, The City received 6 bids:

Bid	Company	City and State	Bid Amount
1.	United Pavement Maintenance, Inc.	Hughson, Ca	\$583,206.90
2.	Taylor Backhoe Service, Inc.	Merced, Ca	\$631,457.28
3.	Consolidated Engineering, Inc.	Valley Springs, Ca	\$639,888.14
4.	George Reed, Inc.	Modesto, Ca	\$682,704.00
5.	Tracy Grading, Inc.	Tracy, Ca	\$736,962.56
6.	Mountain Cascade, Inc.	Livermore, Ca	\$1,048,269.00

FISCAL IMPACT

Funding for this project will come from CDBG Funds for fiscal year 2023/2024.

The project budget is as follows:

Expenses

Total Project Cost	Construction Contract	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$699,848.27	\$583,206.90	\$58,320.69	\$29,160.34	\$29,160.34

Funding Source:

Funding Title	Funding Required	Budget Number
CDBG	\$699,848.27	2080-460-8290
	Total	\$699,848.27

ENVIRONMENTAL REVIEW:

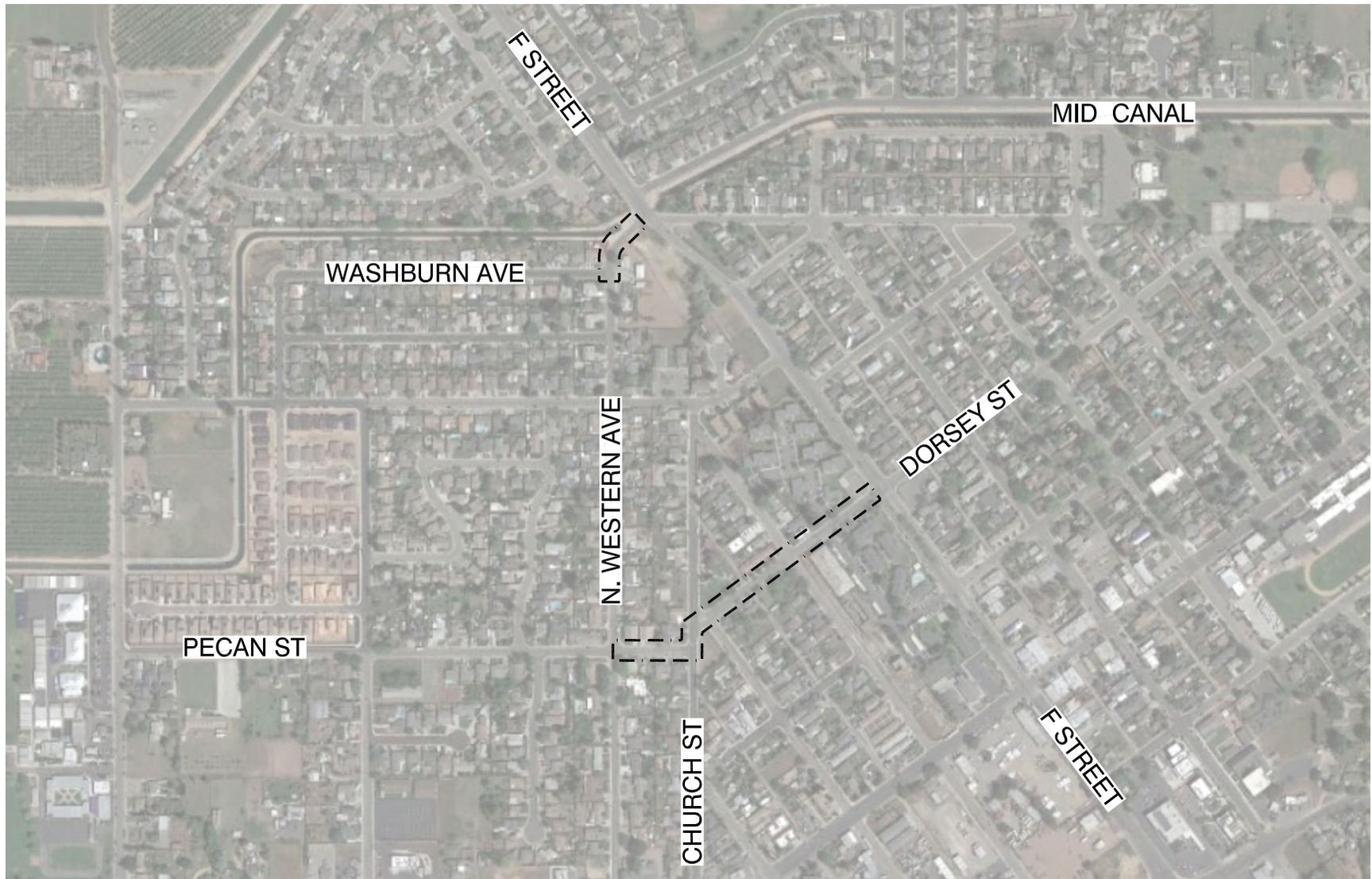
This project is categorically exempted according to Title 14, Chapter 3, Article 19 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), in accordance with Section 15301 "Existing Facilities."

ALTERNATIVES:

1. Council could choose to not award the "Western Ave, Pecan Ave, and Dorsey St. Improvements". Staff does not recommend this because CDBG funding is available for this project and the improvements are needed to improve pedestrian mobility and vehicular travel.

ATTACHMENTS:

- Location Map
- Notice of Award
- Agreement
- Bid Log



FOOTPRINT MAP

WESTERN, PECAN, & DORSEY IMPROVEMENTS

WATERFORD, CA

DATE: MAY, 2023



MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL : (209) 239-6229
FAX : (209) 239-8839

NOTICE OF AWARD

Description of Work: **WESTERN AVE, PECAN AVE, AND DORSEY ST. IMPROVEMENTS**

To United Pavement Maintenance, Inc.
(Contractor)

Po Box 1017
(Address)

Hughson, CA 95326
(City, State, Zip)

The **City of Waterford, (Owner)**, represented by the undersigned has considered the proposal submitted by you for the above-described work in response to its Notice to Contractors dated October 5, 2023.

It appears that it is to the best interest of said **Owner** to accept your Proposal in the amount of

Five Hundred and Eighty-Three Thousand Two Hundred and Six dollars and Ninety Cents
(written description of contract amount)

(\$583,206.90) you are hereby notified that your Proposal has been accepted.

If you fail to execute said contract and to furnish bonds and certificates within **14 calendar days** from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this 5th day of October , 2023.

OWNER: City of Waterford

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

This _____ day of _____, 20__

By _____

By _____

Title: _____

Title: _____

NOTICE TO PROCEED

Description of Work: **WESTERN AVE, PECAN AVE, AND DORSEY ST. IMPROVEMENTS**

To _____
(Contractor)

(Address)

(City, State, Zip)

You are hereby given Notice to Proceed with the construction of the above referenced project. This notice

Given this ____ day of _____, 20____, begins the **30 days** construction period for this project, and unless amended as provided for in the specifications, work shall be completed by the ____ day of _____, 20____.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of **\$ 1,000.00 per day** in conformance with the specifications.

OWNER: City of Waterford

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

This ____ day of _____, 20____

By _____

By _____

Title: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held firmly bound unto _____

hereinafter called "Owner", in the sum of _____

_____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform and furnish all work as specified or indicated in the Contract Documents entitled _____

NOW, THEREFORE, if said Contractor, his subcontractors, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements r machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

**PAYMENT BOND
(CONTINUED)**

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changed in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20 ____.

(Contractor's Seal)

(Surety Seal)

By: _____
(Signature)

(Address & Telephone Number)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held firmly bound unto _____

hereinafter called "Owner", in the sum of _____

_____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform and furnish all work as specified or indicated in the Contract Documents entitled _____

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changed in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20 ____.

(Contractor's Seal)

(Surety Seal)

By: _____
(Signature)

(Address & Telephone Number)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**A G R E E M E N T
FOR
PUBLIC IMPROVEMENT
PROJECT NO. 2023-08
“WESTERN AVE, PECAN AVE, AND DORSEY ST. IMPROVEMENTS”**

THIS AGREEMENT, is entered between the CITY OF WATERFORD, a Municipal Corporation, herein called "City", and United Pavement Maintenance, Inc. herein called "Contractor", on **October 5, 2023.**

RECITALS

- (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 October 5, 2023, 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 AGREED 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 June, 2023 for the project, Western Ave, Pecan, Ave and Dorsey St. Improvements.

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

"Western Ave, Pecan Ave, and Dorsey St. Improvements"

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: Five Hundred and Eighty-Three Thousand, Two Hundred and Six dollars and Ninety Cents (\$583,206.90). 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 forty five (45) 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. Liquidated Damages:

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. Permits, Compliance with Law:

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. Inspection by City:

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. Inspection and Testing of Materials:

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 9 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. Indemnity:

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. Contractor's Insurance:

(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. Emergency - Additional Time for Performance - Procurement of Materials:

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:

United Pavement Maintenance, Inc.

Po Box 1017

Hughson, CA 95326

Phone 209-883-4345

FAX 209-542-7069

Notices required to be given sureties of Contractor shall be addressed as follows:

City of Waterford

101 E. Street

Waterford, Ca 95386

Phone 209-874-2328

Fax 209-874-9656

28. Interpretation:

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

29. Anti-Trust Claims:

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 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)

By: _____
Contractor

Address: _____

Phone: _____

Federal Tax ID #

OR

Social Security #

CITY OF WATERFORD,
A MUNICIPAL CORPORATION

By: _____
Michael G. Pitcock, City Manager

APPROVED AS TO FORM:

By: _____
Corbett Browning, City Attorney

APPROVED AS TO SUFFICIENCY:

MCR ENGINEERING

By: _____
Rob Marler, City Engineer

ATTEST:

By: _____
Patricia Krause, City Clerk



OPENED 3:00pm

BID SHEET OPENING LOG
2023-08 - WESTERN PECAN DORSEY STREET IMPROVEMENTS
BID OPENING: September 27, 2023

COMPANY NAME / CONTACT NAME	AMOUNT OF BID	BIDDERS BOND BOND COMPANY	CITY/STATE/ZIP
GEORGE REED INC. PO BIX 4760 MODESTO CA 95352	\$ 682,704.00	WESTERN SURETY COMPANY	MINNEHAHA COUNTY SOUTH DAKOTA
TRACY GRADING INC. PO BOX 444 TRACY CA 95378	\$ 736,962.56	GRANITE SURETY INSURANCE COMPANY	OKLAHOMA COUNTY OKLAHOMA
UNITED PAVEMENT MAINTENANCE INC. PO BOX 1017 HUGHSON CA 95326	\$ 583,206.90	ATLANTIC SPECIALTY INSURANCE COMPANY	HENNEPIN COUNTY MINNESOTA
TAYLOR BACKHOE SERVICE INC. 1605 E. GERARD AVE. MERCED CA 95341	\$ 631,457.28	THE OHIO CASUALTY INSURANCE COMPANY	MONTGOMERY COUNTY PENNSYLVANIA
CONSOLIDATED ENGINEERING INC, PO BOX 701 VALLEY SPRINGS CA 95252	\$ 639,888.14	OLD REPUBLIC SURETY COMPANY	WAUKESHA COUNTY WISCONSIN
MOUNTAIN CASCADE INC. PO BOX 5050 LIVERMORE CA 94551	\$ 1,048,269.00	LIBERTY MUTUAL INSURANCE COMPANY	MONTGOMERY COUNTY PENNSYLVANIA



General Business 6b

October 5, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Motion: Awarding Bid and Approving an Agreement with Hensley’s Paving & General Engineers in the Amount of \$295,778.00 for Project No. 2023-09, “Skyline Improvement Project” and Authorizing the City Manager to Execute the Agreement.

SUMMARY:

The City Council is being asked to award bid and approving an agreement with Hensley’s Paving & General Engineers in the amount of \$295,778.00 for Project No. 2023-09 “Skyline Improvement Project” and authorizing the City Manager to execute the agreement.

ANALYSIS:

This project is located on Skyline Boulevard between 250 feet west of Bentley Street to Yosemite Boulevard (SR132). Skyline Boulevard over the years has become very dilapidated, with some areas of asphalt almost gone. The reconstruction of this section of road will provide a nice, uniformed look connecting this project to where our previous road rehabilitation projects have ended. The reconstruction of this road will also provide a great route of travel thru this part of our City for our residents.

On September 20, 2023, The City received 5 bids:

Bid	Company	City and State	Bid Amount
1.	Hensley’s Paving & General Engineers	Hickman, Ca	\$295,778.00
2.	Consolidated Engineers Inc.	Valley Springs, Ca	\$318,994.70
3.	United Pavement Maintenance Inc.	Hughson, Ca	\$361,877.32
4.	George Reed Inc.	Modesto, Ca	\$426,200.50
5.	Mountain Cascade Inc.	Livermore, Ca	\$449,259.75

FISCAL IMPACT

Funding for this project will come from STBGP Funds for fiscal year 2023/2024.

The project budget is as follows:

Expenses

Total Project Cost	Construction Contract	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$354,931.80	\$295,778.00	\$29,577.80	\$14,788.00	\$14,788.00

Funding Source:

Funding Title	Funding Required	Budget Number
STBGP	\$354,931.80	6310-310-8298
	Total	\$354,778.80

ENVIRONMENTAL REVIEW:

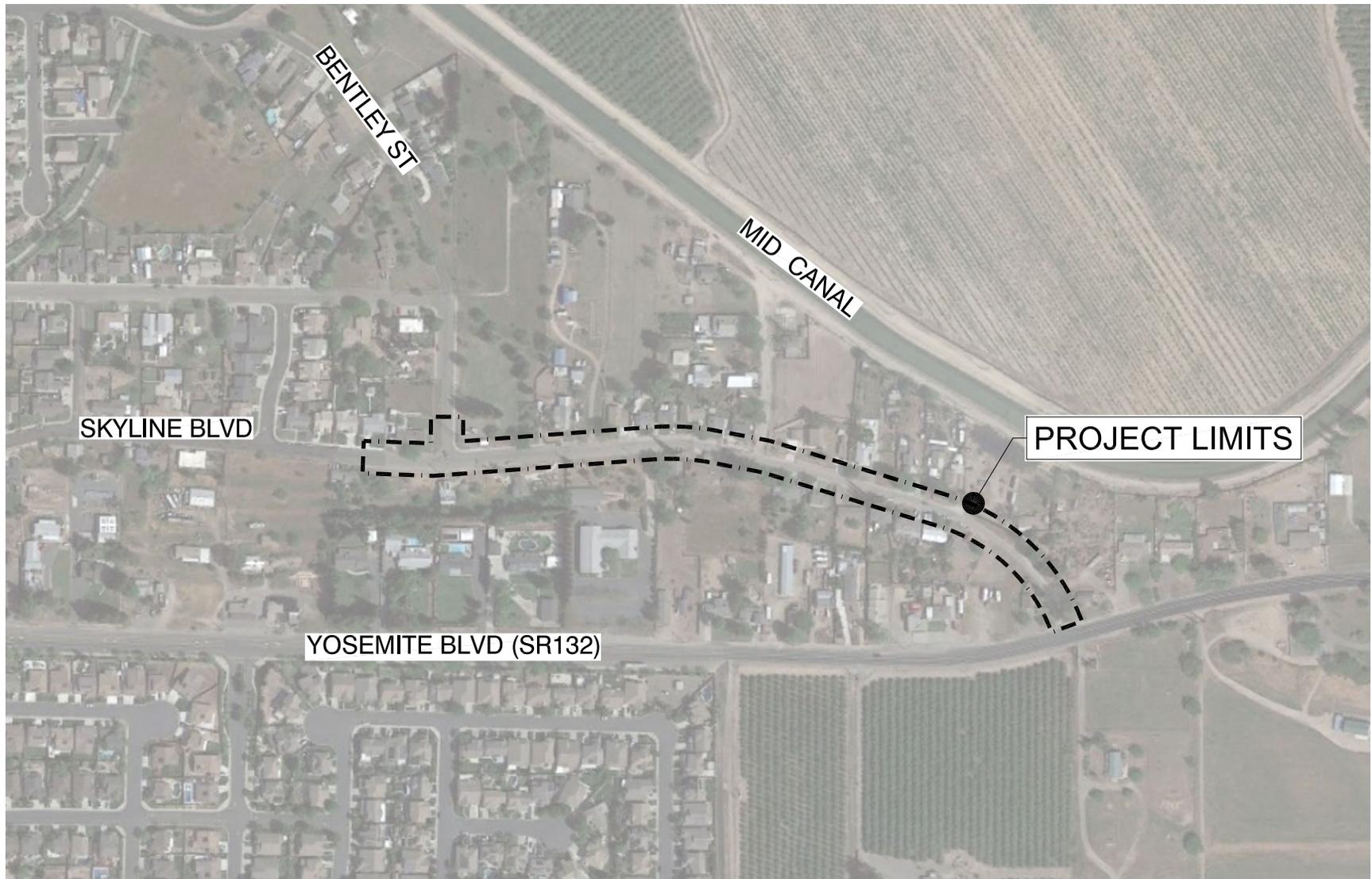
This project is categorically exempted according to Title 14, Chapter 3, Article 19 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), in accordance with Section 15301 "Existing Facilities."

ALTERNATIVES:

1. Council could choose to not award the "Skyline Improvement Project". Staff does not recommend this as STBGP funding is available for this project.

ATTACHMENTS:

- Location Map
- Notice of Award
- Agreement
- Bid Log



FOOTPRINT MAP

SKYLINE BLVD. IMPROVEMENTS

WATERFORD, CA

DATE: JULY, 2023



MCR ENGINEERING, INC.
1242 DUPONT COURT
MANTECA, CA 95336
TEL : (209) 239-6229
FAX : (209) 239-8839

NOTICE OF AWARD

Description of Work: **SKYLINE IMPROVEMENT PROJECT**

To Hensley's Paving & General Engineers
(Contractor)

Po Box 449
(Address)

Hickman, CA 95323
(City, State, Zip)

The **City of Waterford, (Owner)**, represented by the undersigned has considered the proposal submitted by you for the above-described work in response to its Notice to Contractors dated October 5, 2023.

It appears that it is to the best interest of said **Owner** to accept your Proposal in the amount of Two Hundred and Ninety-Five Thousand, Seven Hundred and Seventy-Eight dollars
(written description of contract amount)

(\$295,778.00) you are hereby notified that your Proposal has been accepted.

If you fail to execute said contract and to furnish bonds and certificates within **14 calendar days** from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this 5th day of October , 2023.

OWNER: City of Waterford

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

This _____ day of _____, 20__

By _____

By _____

Title: _____

Title: _____

NOTICE TO PROCEED

Description of Work: **SKYLINE IMPROVEMENT PROJECT**

To _____
(Contractor)

(Address)

(City, State, Zip)

You are hereby given Notice to Proceed with the construction of the above referenced project. This notice

Given this ____ day of _____, 20__, begins the **30 days** construction period for this project, and unless amended as provided for in the specifications, work shall be completed by the ____ day of _____, 20__.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of **\$ 1,000.00 per day** in conformance with the specifications.

OWNER: City of Waterford

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

This ____ day of _____, 20__

By _____

By _____

Title: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held firmly bound unto _____

hereinafter called "Owner", in the sum of _____

_____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform and furnish all work as specified or indicated in the Contract Documents entitled _____

NOW, THEREFORE, if said Contractor, his subcontractors, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, equipment or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, all as required by the provisions of Title XV, Chapter 7, Sections 3247-3252 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, equipment or other supplies, appliances or power used in, upon, for or about performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements r machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

**PAYMENT BOND
(CONTINUED)**

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changed in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20 ____.

(Contractor's Seal)

(Surety Seal)

By: _____
(Signature)

(Address & Telephone Number)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held firmly bound unto _____

hereinafter called "Owner", in the sum of _____

_____ dollars,

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with said Owner to perform and furnish all work as specified or indicated in the Contract Documents entitled _____

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changed in the time of completion, which may be made pursuant to the terms of said Contract, shall not in any way release said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20 ____.

(Contractor's Seal)

(Surety Seal)

By: _____
(Signature)

(Address & Telephone Number)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**A G R E E M E N T
FOR
PUBLIC IMPROVEMENT
PROJECT NO. 2023-09
“SKYLINE IMPROVEMENT PROJECT”**

THIS AGREEMENT, is entered between the CITY OF WATERFORD, a Municipal Corporation, herein called "City", and Hensley’s Paving & General Engineers, herein called "Contractor", on **October 5, 2023**.

RECITALS

- (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 August 3, 2023, 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 AGREED 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 October 5, 2023 for the project, “Skyline Improvement Project”.

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: Two Hundred and Ninety-Five Thousand, Seven Hundred and Seventy-Eight dollars (\$295,778.00). 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 Thirty (30) 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. Liquidated Damages:

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. Permits, Compliance with Law:

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. Inspection by City:

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. Inspection and Testing of Materials:

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 9 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. Indemnity:

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. Contractor's Insurance:

(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. Emergency - Additional Time for Performance - Procurement of Materials:

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:

Hensley's Paving & General Engineers

Po Box 449

Hickman, CA. 95323

Phone 209-874-9710

FAX 209-874-2395

Notices required to be given sureties of Contractor shall be addressed as follows:

City of Waterford

101 E. Street

Waterford, Ca 95386

Phone 209-874-2328

Fax 209-874-9656

28. Interpretation:

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

29. Anti-Trust Claims:

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 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)

By: _____
Contractor

Address: _____

Phone: _____

Federal Tax ID #

OR

Social Security #

CITY OF WATERFORD,
A MUNICIPAL CORPORATION

By: _____
Michael G. Pitcock, City Manager

APPROVED AS TO FORM:

By: _____
Corbett Browning, City Attorney

APPROVED AS TO SUFFICIENCY:

MCR ENGINEERING

By: _____
Rob Marler, City Engineer

ATTEST:

By: _____
Patricia Krause, City Clerk



OPENED 3:00pm

BID SHEET OPENING LOG
2023-09 - Skyline Improvements
BID OPENING: September 20, 2023

COMPANY NAME / CONTACT NAME	AMOUNT OF BID	BIDDERS BOND BOND COMPANY	CITY/STATE/ZIP
HENSLEY'S PAVING & GEN ENG. PO BOX 449 HICKMAN CA 95323	\$ 295,778.00	U.S.SPECIALTY INSURANCE GROUP	LOS ANGELES CA.
UNITED PAVEMENT MAINTENANCE INC PO BOX 1017 HIGHSON CA 95326	\$ 361,877.32	ATLANTIC SPECIALTY INSURANCE COMPANY	HENNEPIN COUNTY MINNESOTA
GEORGE REED INC PO BOX 4760 MODESTO CA 95352	\$ 426,200.50	WESTERN SURETY COMPANY	MINNEHAHA COUNTY SOUTH DAKOTA
MOUNTAIN CASCADE INC PO BOX 5050 LIVERMORE CA 94551	\$ 449,259.75	LIBERTY MUTUAL INSURANCE COMPANY	MONTGOMERY COUNTY PENNSYLVANIA
CONSOLIDATED ENGINEERING INC PO BOX 701 VALLEY SPRINGS CA 95252	\$ 318,994.70	OLD REPUBLIC SURETY COMPANY	WAUKESHA COUNTY WISCONSIN



General Business 6c

October 5, 2023

Lonnie Statzer, Public Works Superintendent
City Council Staff Report

Motion: Reaffirming the Declaration of Emergency made by the City Manager on September 20, 2023 and Declaring there is a Need to Continue with Project No. 2023-14, "Emergency Repair of River Pointe Well 1."

SUMMARY:

City Council is being asked to reaffirm the declaration of emergency made by the City Manager on September 20, 2023 and declaring there is a need to continue with Project No. 2023-14, "Emergency Repair of River Pointe Well 1."

ANALYSIS:

On September 20, 2023, Howk was called out due to the pump at Well 1 was locked up, they tried to turn the shaft of the pump to break it loose but it wouldn't budge. Upon taking the discharge piping apart they discovered the pipe 40% full of gravel. This is the first indication of a hole in the casing. They continued to pull the pump and it showed wear on the shaft with gravel imbedded in the bearings. After pulling the pump which was set at 260' Howk ran a line down the well for a depth measurement and the bottom was at 260' as well. Currently there is a hole letting the gravel pack into the well.

On September 20, 2023, the City Manager deemed the damaged Well 1 an emergency and ordered repair to commence immediately without giving notice for bids to let contracts in accordance with Section 22050 of the Public Contract Code under the authority given to him through Council Resolution No. 2018-57 (Exhibit 1). The Emergency Declaration was due to the need to make repairs quickly as the complete failure of the well left River Pointe with only one well to help support the River Pointe and Waterford system. Staff will continue to update the Council at every Council meeting reaffirming the emergency exists until the emergency ceases.

FISCAL IMPACT:

Each emergency action is different and the cost will be determined following the correction of the emergency situation. However, Howk has provided an initial estimate of \$30,261.80. Funding for these improvements will come from FY 23/24 Budget Line 5070-800-7420.

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. Reject the affirmation of the declaration of emergency declared by the City Manager. Staff does not recommend this alternative as the City Council has delegated authority to the City Manager to declare emergencies in accordance with Section 22050 of the Public Contract Code and Council Resolution No. 2018-57 and the project is needed to maintain a viable water system during the hot summer/fall months.

ATTACHMENTS:

- Council Resolution 2018-57
- Howk Initial Repair Estimate

**WATERFORD CITY COUNCIL
RESOLUTION #2018-57**

DELEGATING AUTHORITY TO THE CITY MANAGER TO DECLARE AN EMERGENCY AND ORDER REPAIR OF OR REPLACEMENT OF PUBLIC FACILITIES, TAKE ANY DIRECTLY RELATED AND IMMEDIATE ACTION REQUIRED BY THAT EMERGENCY, AND PROCURE THE NECESSARY EQUIPMENT, SERVICES, AND SUPPLIES FOR THOSE PURPOSES, WITHOUT GIVING NOTICE FOR BIDS TO LET CONTRACTS PURSUANT SECTION 22050(a)(1) AND 22050((b)(1) OF THE PUBLIC CONTRACT CODE

WHEREAS, there are times when sudden, unexpected occurrences pose a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services (hereinafter “emergency”); and

WHEREAS, during an emergency, time is of the essence and correcting these failures by formal bid processes is not feasible; and

WHEREAS, Section 22050(a)(1) of the Public Contract Code provides in the case of an emergency, a public agency pursuant to a 4/5ths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, Section 22050(b)(1) of the Public Contract Code provides that the governing body by a 4/5ths vote may delegate by resolution to the City Manager the authority to order any action pursuant to 22050(a)(1).

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF WATERFORD, HEREBY RESOLVES AS FOLLOWS:

1. The City Council of the City of Turlock does hereby, pursuant to section 22050(b)(1) of the Public Contract Code, delegate to the City Manager the authority to determine when an emergency exist and may repair or replace a public facility, take any directly related and immediate action required by the emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, pursuant to Public Contract Code section 22050(a)(1).
2. Pursuant to section 22050(b)(3) of the Public Contract Code, if the City Manager orders any action specified in the preceding paragraph, s/he shall report to the City Council at its next meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.
3. The City Council shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by

4/5ths vote, that there is a need to continue the action, unless the City Manager has terminated that action prior to the City Council reviewing the emergency action and making a determination

PASSED AND ADOPTED by the Waterford City Council at a regular meeting held on the 6th day of September, 2018 by the following vote:

AYES: (4) ALDACO, KRAUSE, POWELL, VAN WINKLE
NOES: (0) NONE
ABSTAIN: (0) NONE
ABSENT: (1) WHITFIELD

City of Waterford,

DocuSigned by:

Michael Van Winkle

Michael Van Winkle, Mayor

Attest:

DocuSigned by:

Miranda Lutzow

Miranda Lutzow, City Clerk

Approved as to Form:

DocuSigned by:

Corbett Browning

Corbett J. Browning, City Attorney



ESTIMATE

TO: City of Waterford

PROJECT: River Point East Well

MATERIAL

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
Well video	1		1,000.00	1000.00
Estimate for patch if only 1 hole or only requires 1 - 5' long patch, each additional patch would be \$3750	1		12,000.00	12000.00
Follow up video	1			1000.00

MATERIAL SUBTOTAL	14,000.00
TAX (7.875)	1,101.80
MATERIAL TOTAL	15,101.80

LABOR

LABOR DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
Set up jet	8	hrs	190.00	1,520.00
Run jet to suck out gravel	16	hrs	190.00	3,040.00
Remove jet	8	hrs	190.00	1,520.00
Pull turbine pump	16	hrs	190.00	3,040.00
Dissassemble bowl check for damage, and report	8	hrs	105.00	840.00

LABOR TOTAL	9,960.00
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EQUIPMENT

EQUIPMENT DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
pump rig turbine	2	day	600.00	1,200.00
pump rig jet	4	day	600.00	2,400.00
air compressor	4	day	250.00	1,000.00
trailer for gravel	4	day	150.00	600.00

EQUIPMENT TOTAL	5,200.00
------------------------	-----------------

TERMS:

PROJECT TOTAL: \$30,261.80

CUSTOMER SIGNATURE: _____

DATE: _____



General Business 6d

October 5, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Motion: Approving Resolution 2023-48, Accepting Improvements for Project No. 2023-05. “F Street Overlay Project” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus Recorder’s Office.

SUMMARY:

The City Council is being asked to approve Resolution 2023-48 accepting improvements for Project No. 2023-05. “F Street Overlay Project” and authorize the City Engineer to file a Notice of Completion with the Stanislaus County Recorder’s Office.

ANALYSIS:

The project location was F Street, between Yosemite Blvd (SR132) and the North City Limit. F Street was very dilapidated from years of heavy traffic use, which included large commercial vehicles. The consistent heavy usage had caused several large ruts and potholes throughout the area of repair. These ruts and potholes made the rideability rough and had increased staff’s workload to make repairs. The “F Street Overlay Project” utilized Measure L and SB1 Funds and improved F Street with installing frontage improvements, including curb, gutter, and sidewalk, pavement widening, curb return upgrades, storm drain improvements, roadway resurfacing, and striping. All proposed improvements were within the City’s existing right-of-way.

The table below provides the City Council of an accounting of funding approved to date:

Action	Scope of Work	Approval	Amount
Award of Bid	Original Contract	City Manager	\$1,680,236.00
Change Order #1	Basin Outlet precast flared. Additional curb, gutter, sidewalk Additional Grinding Additional Iron Raising Material transfer vehicle	City Manager<10%	\$97,451.45
		Final Contract Price	\$1,777,687.45

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

Funding for this project will come from Measure L and SB1 dollars for fiscal year 2023/2024.

The project budget is as follows:

Expenses (***Budget Line Code 6310-310-8286***)

Total Project Cost	Construction Contract	Change Order #1	Construction Engineering & Inspection	Preliminary Engineering
\$1,945,711.05	\$1,680,236.00	\$97,451.45	\$84,011.80	\$84,011.80

Funding Source:

<u>Funding Title</u>	<u>Funding Required</u>	<u>Budget Number</u>
Measure L	\$902,102.20	6320-320-5112
StanCOG Community Connections Grant	\$538,786.00	6310-310-5800 Rec 2023
SB1	\$471,612.85	2050-310-5717
Local Transportation Funds – Non-motorized	\$33,210.00	2270-310-5791
Total	\$1,945,711.05	

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 to not to accept the NOC.

ATTACHMENTS:

- Resolution 2023-48
- Notice of Completion
- Change Order
- Bid Log

**WATERFORD CITY COUNCIL
RESOLUTION # 2023-48**

**APPROVING RESOLUTION 2023-48, ACCEPTING IMPROVEMENTS FOR
PROJECT NO. 2023-05, “F STREET OVERLAY PROJECT” 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 “F Street Overlay Project” bid documents; and

WHEREAS, on or around May 18, 2023, a Contract was duly executed by and between George Reed, 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 Contract. 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 5th day of October 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 September 12, 2023. The name of the contractor, for such work of improvement was George Reed, Inc.
6. The nature of the work of improvement was Frontage Improvements, curb, gutter sidewalk, pavement widening and Overlaying F street.
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:
Project location will be F Street, from Yosemite (SR132) and the canal N. F Street.
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: _____

By _____
Robert B. Marler, Waterford City Engineer

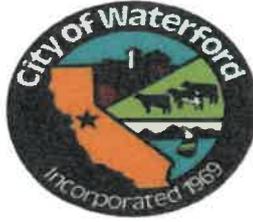
VERIFICATION:

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.

Executed on _____, at Manteca, California.

Signing on behalf of City of Waterford

Robert B. Marler, Waterford City Engineer



CHANGE ORDER

Change Order No. 1

Date: 8/29/2023

Project: F Street Rubberized Overlay

City Project Number: 2023-05

Federal Project Number: N/A

Contractor: George Reed, Inc.

Reason for Change: (1) Per the request of the Contractor, it was approved that they use pre-cast flared ends instead of pour-in-place to match the existing outlets in the west basin. (2) Per City staff direction and approval, sidewalk added between La Gallina and Bonnie Brae on east side of F Street. (3) In the segment of F St between La Gallina and First, the existing road section was inadequate and required additional 6" grind and paving to bring it up to the standard AC thickness. (4) The intersection of Dorsey and F St required additional grinding and pavement to repair the existing asphalt. (5) Additional valve boxes and manhole covers were raised that were not identified in the plans. (6) A credit has been issued for not using an material transfer vehicle during the placement of the rubberized overlay.

Description	Quantity	Unit	Unit Price	Cost
1. Basin outlet, substitute precast flared end section instead of cast-in-place, 2 EA @ \$2,000/EA	2	EA	\$ (2,000.00)	\$ (4,000.00)
2. Additional curb, gutter, sidewalk, and paving across the MID Lower Canal, 1 LS @ \$53,300	1	LS	\$ 53,300.00	\$ 53,300.00
3. Additional 6" Grind & Pave, Sta. 24+50 to 27+50, 16' wide (4,800 SF)	4,800	SF	\$ 6.00	\$ 28,800.00
4. Additional 2" Grind & Pave, Sta. 37+00 to 37+70, 70' wide (4,900 SF)	4,900	SF	\$ 3.00	\$ 14,700.00
5. Additional iron raising not shown on the plans, 11 EA @ \$1,330.43/EA	11	SF	\$ 1,330.43	\$ 14,634.73
6. Material Transfer Vehicle (MTV) Credit, 1 LS @ \$9,983.28	1	LS	\$ (9,983.28)	\$ (9,983.28)

Total Change Order: **\$ 97,451.45**

Original Contract / Bid Amount: \$ 1,680,236.00

Amount of Previous Change Orders: \$ -

Revised Contract Amount: **\$ 1,777,687.45**

Recommended: Robi Markin
City Engineer

Date: 8/29/2023

Accepted: Ed Berlier
Ed Berlier, Vice President - Contractor
General Manager

Date: 09/12/2023

Authorized: [Signature]
City Administrator

Date: 9/12/23



OPENED
3:00pm

BID SHEET OPENING LOG
2023-05 - F Street Overlay Project
BID OPENING: May 3, 2023

COMPANY NAME / CONTACT NAME	AMOUNT OF BID	BIDDERS BOND BOND COMPANY	CITY/STATE/ZIP
GEORGE REED, INC.	\$ 1,680,236.00	WESTERN SURETY COMPANY	ROSEVILLE, CA 95678
UNITED PAVEMENT MAINTENANCE, INC.	\$ 1,784,223.10	ATLANTIC SPECIALTY INSURANCE COMPANY	PLYMOUTH, MN 55441
SINCLAIR GENERAL ENGINEERING, CONSTRUCTION INC.	1,797,735.30	ENDURANCE ASSURANCE CORPORATION	NEW YORK, NY 10577



Informational Items 8

October 5, 2023

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

Informational Items.

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:

N/A

ATTACHMENTS:

8a: City Project List

City Projects

Streets

Name	Owner	Priority	Estimated Cost	Update
Yosemite Ave. Pedestrian Project (Caltrans)	Michael Pitcock Lonnie Statzer	High	\$6,000,000 (SHOPP)	Construction to begin September/October 2023
F Street Overlay	Michael Pitcock Lonnie Statzer	High	\$1,500,000 (Measure L)	Complete
F Street Improvements at Western	Michael Pitcock Lonnie Statzer	High	\$300,000 (STBG and CMAQ)	Complete
Dorsey, Pecan and Western Pedestrian and Roadway Improve	Michael Pitcock Lonnie Statzer	High	\$300,000 (CDBG)	Award scheduled for 10/5/23
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)	Award scheduled for 10/5/23
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	Estimated Cost	Update
F St and Yosemite Fuel Station	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	Sale Pending
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

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	Estimated Cost	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)	Awarded. Construction to Start in October
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 (No Funding)
S. Reinway Sports Complex	Lonnie Statzer	Low	Unfunded	On hold (No Funding)
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)

Out to Bid

Other Projects

Name	Owner	Priority	Estimated Cost	Update
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