



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

WATERFORD CITY COUNCIL REGULAR MEETING – September 7, 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

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 2023-39, Approving the Warrant Register in the Amount of \$241,553.49 for the Period of August 15 to August 21, 2023.

3c: **MOTION:** Approving Minutes of the Regular City Council Meeting held August 17, 2023.

3d: RESOLUTION: Resolution 2023-40, Approving Amendment No. 1 to Memorandum Of Understanding and Authorize the City Manager to Execute the Amendment.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

6a: MOTION: Awarding Bid and Approving an Agreement with Sam Fletcher Fence Inc, in the Amount of \$4,550.00 for Project No. 2023-13, "Riverside Rd. Fence Repair" as a Minor Contract Project and Authorizing the City Manager to Execute the Agreement. (*Statzer*)

6b: RESOLUTION: Approving Resolution 2023- 41, Accepting Improvements for Project No. 2023-02, "Yosemite Blvd (SR132) Utility Conflict Relocation Project" and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder's Office. (*Statzer*)

6b: RESOLUTION: Approving Resolution 2023- 42, Accepting Improvements for Project No. 2022-09, "F Street Pedestrian Improvement Project" and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County 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**

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.



8/28/2023

Patricia Krause, CMC, City Clerk Date



Consent Calendar 3a

September 7, 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

September 7, 2023

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

Resolution: Adopting Resolution 2023-39, Approving the Warrant Register in the Amount of \$241,553.49 for the Period of August 15 to August 21, 2023.

SUMMARY:

Consider approving the Warrant Register for the period of August 15 to August 21, 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 August 15 to August 21, 2023.

FISCAL IMPACT:

Payments for this period total \$241,553.49.

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

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

ATTACHMENTS:

- Resolution #2023-39
- Check Register Report

WATERFORD CITY COUNCIL

RESOLUTION # 2023-39

	DATE	TOTAL	
PAYROLL	8/21/2023	\$	34,214.54
	8/21/2023	\$	1,266.82
ACCOUNTS PAYABLE	8/15/2023	\$	187,896.45
	8/21/2023	\$	18,175.68
TOTAL		\$	241,553.49

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 September 7, 2023 By the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

PATRICIA KRAUSE, CMC, CITY CLERK

CHARLIE GOEKEN, MAYOR

Payroll

ACH Check Register

User: 'trish'
Printed: 08/21/2023 - 11:50AM
Batch: 00021.08.2023
Include Partial: FALSE



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

Check Date	Check Number	Employee No	Employee Name	Amount
08/21/2023	0	1002		3,446.45
08/21/2023	0	1006		1,473.54
08/21/2023	0	1008		2,193.45
08/21/2023	0	1017		1,377.42
08/21/2023	0	1018		1,356.47
08/21/2023	0	1019		142.59
08/21/2023	0	2004		85.93
08/21/2023	0	2005		2,634.59
08/21/2023	0	2006		3,069.03
08/21/2023	0	2010		820.26
08/21/2023	0	2012		2,123.55
08/21/2023	0	2020		3,943.80
08/21/2023	0	2024		1,991.37
08/21/2023	0	2028		1,703.81
08/21/2023	0	2030		1,807.41
08/21/2023	0	2031		2,132.35
08/21/2023	0	2032		2,006.17
08/21/2023	0	2033		1,266.82
08/21/2023	0	3002		135.20
08/21/2023	0	3010		124.47
08/21/2023	0	3012		126.62
08/21/2023	0	3013		126.62
08/21/2023	0	3014		126.62
Total Employees:			23	Total: 34,214.54

Payroll

Computer Check Register

User: trish
Printed: 08/21/2023 - 11:42AM
Batch: 00021.08.2023



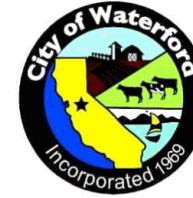
CITY OF WATERFORD
PO BOX 199
WATERFORD, CA. 95386
209-874-2328

Check No	Check Date	Employee Information	Amount
2471	08/21/2023	2034	1,266.82
Total Number of Employees:		1	
Total for Payroll Check Run:			1,266.82

Accounts Payable

Computer Check Proof List by Vendor

User: tina
 Printed: 08/15/2023 - 3:15PM
 Batch: 00008.08.2023



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

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 105600	BAY ALARM COMPANY			Check Sequence: 1	ACH Enabled: False
20756003	MUSEUM SECURITY	155.61	08/17/2023	1010-550-7730	
20769890	PW BUILDING CAMERA SYSTEM	214.43	08/17/2023	5050-700-7730	
20769890	PW BUILDING CAMERA SYSTEM	214.43	08/17/2023	5070-800-7730	
20769890	PW BUILDING CAMERA SYSTEM	214.43	08/17/2023	5071-800-7730	
20769890	PW BUILDING CAMERA SYSTEM	214.43	08/17/2023	5072-800-7730	
20775118	PW BUILDING CAMERA SYSTEM	202.50	08/17/2023	5050-700-7730	
	Check Total:	1,215.83			
Vendor: UB*01870	SUSAN BIGGS			Check Sequence: 2	ACH Enabled: False
	Refund Check 005903-000, 12533 GOLDMINE	10.00	08/10/2023	5050-000-2010	
	Check Total:	10.00			
Vendor: 106401	BLUE SHIELD OF CALIFORNIA			Check Sequence: 3	ACH Enabled: False
Sept Premiums		545.42	08/17/2023	1010-110-7120	
Sept Premiums		756.14	08/17/2023	1010-310-7120	
Sept Premiums		71.11	08/17/2023	1010-410-7120	
Sept Premiums		43.21	08/17/2023	1010-550-7120	
Sept Premiums		216.04	08/17/2023	1010-560-7120	
Sept Premiums		540.10	08/17/2023	1010-580-7120	
Sept Premiums		266.12	08/17/2023	2210-260-7120	
Sept Premiums		1,761.47	08/17/2023	5050-700-7120	
Sept Premiums		566.45	08/17/2023	5070-800-7120	
Sept Premiums		1,591.34	08/17/2023	5071-800-7120	
Sept Premiums		229.22	08/17/2023	5072-800-7120	
Sept Premiums		158.10	08/17/2023	5090-110-7120	
	Check Total:	6,744.72			
Vendor: 106525	BOYETT PETROLEUM			Check Sequence: 4	ACH Enabled: False
320414	FUREL EXPENSE FOR JULY	70.09	08/17/2023	1010-310-7520	
320414	FUREL EXPENSE FOR JULY	1,115.39	08/17/2023	1010-580-7520	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
320414	FUREL EXPENSE FOR JULY	48.20	08/17/2023	1010-410-7520	
320414	FUREL EXPENSE FOR JULY	225.46	08/17/2023	5050-700-7520	
320414	FUREL EXPENSE FOR JULY	202.78	08/17/2023	5070-800-7520	
320414	FUREL EXPENSE FOR JULY	709.69	08/17/2023	5071-800-7520	
320414	FUREL EXPENSE FOR JULY	101.39	08/17/2023	5072-800-7520	
	Check Total:	2,473.00			
Vendor: 108025	CALIFORNIA CONSULTING, INC.			Check Sequence: 5	ACH Enabled: False
6132	GRANT WRITING SERVICES - AUGUST 202	3,000.00	08/17/2023	1010-110-7190	
	Check Total:	3,000.00			
Vendor: 144410	CHARTER COMMUNICATIONS (7173)			Check Sequence: 6	ACH Enabled: False
0076125080423	INTERNET COMMUNITY CENTER - AUGUS	104.99	08/17/2023	1010-560-7811	
	Check Total:	104.99			
Vendor: 110800	CHUCK'S AUTO PARTS			Check Sequence: 7	ACH Enabled: False
901585	PARK SUPPLIES - CRIMSON	167.20	08/17/2023	1010-580-7510	
901845	BATTERY FOR KABOTA TRACTOR	182.14	08/17/2023	1010-580-7420	
901923	MOWER PARTS	31.48	08/17/2023	1010-580-7420	
	Check Total:	380.82			
Vendor: 127471	CORE & MAIN LP			Check Sequence: 8	ACH Enabled: False
T383509	WATER DEPARTMENT SUPPLIES	83.42	08/17/2023	5070-800-7510	
T383509	WATER DEPARTMENT SUPPLIES	291.96	08/17/2023	5071-800-7510	
T383509	WATER DEPARTMENT SUPPLIES	41.70	08/17/2023	5072-800-7510	
	Check Total:	417.08			
Vendor: 114310	DE LAGE LANDEN			Check Sequence: 9	ACH Enabled: False
80542188	COPIER LEASE - 08/15 TO 09/14/2023	246.63	08/17/2023	1010-110-7600	
	Check Total:	246.63			
Vendor: 116562	EKC ENTERPRISES INC.			Check Sequence: 10	ACH Enabled: False
48506	PA UNIT FOR COUNCIL CHAMBERS	974.65	08/17/2023	1010-110-7516	
	Check Total:	974.65			
Vendor: 117630	EYEMED			Check Sequence: 11	ACH Enabled: False
165868372	AUGUST PREMIUM	17.85	08/17/2023	1010-110-7120	
165868372	AUGUST PREMIUM	2.88	08/17/2023	1010-210-7120	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
165868372	AUGUST PREMIUM	30.98	08/17/2023	1010-310-7120	
165868372	AUGUST PREMIUM	3.44	08/17/2023	1010-410-7120	
165868372	AUGUST PREMIUM	1.02	08/17/2023	1010-430-7120	
165868372	AUGUST PREMIUM	0.58	08/17/2023	1010-550-7120	
165868372	AUGUST PREMIUM	5.12	08/17/2023	1010-560-7120	
165868372	AUGUST PREMIUM	13.68	08/17/2023	1010-580-7120	
165868372	AUGUST PREMIUM	5.12	08/17/2023	2210-260-7120	
165868372	AUGUST PREMIUM	82.61	08/17/2023	5050-700-7120	
165868372	AUGUST PREMIUM	32.53	08/17/2023	5070-800-7120	
165868372	AUGUST PREMIUM	153.03	08/17/2023	5071-800-7120	
165868372	AUGUST PREMIUM	9.79	08/17/2023	5072-800-7120	
165868372	AUGUST PREMIUM	2.88	08/17/2023	5090-110-7120	
	Check Total:	361.51			
Vendor: UB*01872	RICHARD GARCIA			Check Sequence: 12	ACH Enabled: False
	Refund Check 012121-000, 12957 COVEY ST	59.39	08/10/2023	5071-000-2010	
	Check Total:	59.39			
Vendor: 120100	GARTON TRACTOR INC			Check Sequence: 13	ACH Enabled: False
8102023 MOWER		24,461.18	08/17/2023	1010-580-8020	
	Check Total:	24,461.18			
Vendor: 121000	GILTON SOLID WASTE MANAGEMENT, INC.			Check Sequence: 14	ACH Enabled: False
07312023	REINWAY PARK - BIN RENTAL JULY	303.17	08/17/2023	1010-580-7410	
WATESS-0064	STREET SWEEPING - JULY 2023	2,756.16	08/17/2023	1010-310-7190	
	Check Total:	3,059.33			
Vendor: 124500	HOWK SYSTEMS			Check Sequence: 15	ACH Enabled: False
0324804-IN	WEL REHAB AND PUMP REPAIRS - RIVER	67,314.83	08/17/2023	5075-800-7420	
	Check Total:	67,314.83			
Vendor: 125900	INTERNATIONAL INSTITUE OF MUNICIPAL CLERKS			Check Sequence: 16	ACH Enabled: False
07062023	IIMC MEMBERSHIP RENEWAL - KRAUSE	210.00	08/17/2023	1010-110-7720	
	Check Total:	210.00			
Vendor: 131898	MID VALLEY IT			Check Sequence: 17	ACH Enabled: False
202142790	MONTHLY IT SERVICES - SEPTEMBER	3,514.00	08/17/2023	1010-110-7195	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,514.00			
Vendor: 132700	MODESTO IRRIGATION DISTRICT			Check Sequence: 18	ACH Enabled: False
08032023	POWER - 07/05 THROUGH 08/03/2023	986.19	08/17/2023	1010-210-7820	
08032023	POWER - 07/05 THROUGH 08/03/2023	283.07	08/17/2023	1010-310-7820	
08032023	POWER - 07/05 THROUGH 08/03/2023	294.06	08/17/2023	1010-550-7820	
08032023	POWER - 07/05 THROUGH 08/03/2023	361.20	08/17/2023	1010-580-7820	
08032023	POWER - 07/05 THROUGH 08/03/2023	1,203.71	08/17/2023	2210-260-7820	
08032023	POWER - 07/05 THROUGH 08/03/2023	444.76	08/17/2023	2230-260-7820	
08032023	POWER - 07/05 THROUGH 08/03/2023	581.69	08/17/2023	5050-700-7820	
08032023	POWER - 07/05 THROUGH 08/03/2023	3,306.57	08/17/2023	5070-800-7820	
08032023	POWER - 07/05 THROUGH 08/03/2023	15,053.74	08/17/2023	5071-800-7820	
	Check Total:	22,514.99			
Vendor: 132742	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES, INC.			Check Sequence: 19	ACH Enabled: False
4509	CROS CONNECT - SEPTEMBER 2023	140.00	08/17/2023	5071-800-7190	
4509	CROS CONNECT - SEPTEMBER 2023	20.00	08/17/2023	5072-800-7190	
4509	CROS CONNECT - SEPTEMBER 2023	40.00	08/17/2023	5070-800-7190	
	Check Total:	200.00			
Vendor: 135100	NORMAC			Check Sequence: 20	ACH Enabled: False
0012067389-001	SPRINKLERS - BASIN PARK	465.75	08/17/2023	1010-580-7510	
0012132950-001	SPRINKLERS - BASIN PARK	232.87	08/17/2023	1010-580-7510	
	Check Total:	698.62			
Vendor: UB*01871	Candido Jimenez & Olivia Hermosillo de la Torre			Check Sequence: 21	ACH Enabled: False
	Refund Check 010515-000, 13188 BENTLEY S	28.70	08/10/2023	5071-000-2010	
	Check Total:	28.70			
Vendor: 136625	PIONEER MARKET WATERFORD			Check Sequence: 22	ACH Enabled: False
08012023	SUPPLIES FOR CITY SERVICES - JULY 2023	35.37	08/17/2023	1010-110-7510	
08012023	SUPPLIES FOR CITY SERVICES - JULY 2023	32.81	08/17/2023	1010-310-7510	
08012023	SUPPLIES FOR CITY SERVICES - JULY 2023	32.81	08/17/2023	1010-580-7510	
08012023	SUPPLIES FOR CITY SERVICES - JULY 2023	6.56	08/17/2023	5070-800-7510	
08012023	SUPPLIES FOR CITY SERVICES - JULY 2023	22.95	08/17/2023	5071-800-7510	
08012023	SUPPLIES FOR CITY SERVICES - JULY 2023	3.29	08/17/2023	5072-800-7510	
	Check Total:	133.79			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 144700	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 23	ACH Enabled: False
INV-013620	CIVICPAY - SUBSCRIPTION 10/23 TO 10/24	3,520.00	08/17/2023	5050-700-7610	
INV-013620	CIVICPAY - SUBSCRIPTION 10/23 TO 10/24	704.00	08/17/2023	5070-800-7610	
INV-013620	CIVICPAY - SUBSCRIPTION 10/23 TO 10/24	2,464.00	08/17/2023	5071-800-7610	
INV-013620	CIVICPAY - SUBSCRIPTION 10/23 TO 10/24	352.00	08/17/2023	5072-800-7610	
INV-014198	CIVICPAY - JULY 2023	513.50	08/17/2023	5050-700-7610	
INV-014198	CIVICPAY - JULY 2023	102.70	08/17/2023	5070-800-7610	
INV-014198	CIVICPAY - JULY 2023	359.45	08/17/2023	5071-800-7610	
INV-014198	CIVICPAY - JULY 2023	51.35	08/17/2023	5072-800-7610	
	Check Total:	8,067.00			
Vendor: 200708	STANISLAUS COUNTY PUBLIC WORKS			Check Sequence: 24	ACH Enabled: False
3546	VACTOR REPAIRS	2,711.39	08/17/2023	5050-700-7430	
3546	VACTOR REPAIRS	542.28	08/17/2023	5070-800-7430	
3546	VACTOR REPAIRS	1,897.98	08/17/2023	5071-800-7430	
3546	VACTOR REPAIRS	271.14	08/17/2023	5072-800-7430	
3568	VACTOR REPAIRS	1,327.41	08/17/2023	5050-700-7430	
3568	VACTOR REPAIRS	265.48	08/17/2023	5070-800-7430	
3568	VACTOR REPAIRS	929.20	08/17/2023	5071-800-7430	
3568	VACTOR REPAIRS	132.74	08/17/2023	5072-800-7430	
	Check Total:	8,077.62			
Vendor: 148626	SUTTER HEALTH PLUS			Check Sequence: 25	ACH Enabled: False
2713494	SEPTEMBER HEALTH PREMIUMS	1,268.29	08/17/2023	1010-110-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	269.89	08/17/2023	1010-210-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	1,435.46	08/17/2023	1010-310-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	271.50	08/17/2023	1010-410-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	79.99	08/17/2023	1010-430-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	95.29	08/17/2023	1010-560-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	276.34	08/17/2023	1010-580-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	95.29	08/17/2023	2210-260-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	4,516.83	08/17/2023	5050-700-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	2,493.97	08/17/2023	5070-800-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	12,401.65	08/17/2023	5071-800-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	705.01	08/17/2023	5072-800-7120	
2713494	SEPTEMBER HEALTH PREMIUMS	134.92	08/17/2023	5090-110-7120	
	Check Total:	24,044.43			
Vendor: 150500	THORSEN'S INC.			Check Sequence: 26	ACH Enabled: False
1138079	A/C REPAIR WWTP OFFICE	390.00	08/17/2023	5050-700-7410	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1138185	A/C REPAIR WWTP OFFICE	442.92	08/17/2023	5050-700-7410	
	Check Total:	832.92			
Vendor: 150563	TRANS-ROCK			Check Sequence: 27	ACH Enabled: False
3125	COLD MIX - PATCH MATERIAL FOR STREE	2,671.81	08/17/2023	1010-310-7530	
	Check Total:	2,671.81			
Vendor: 152772	UMPQUA BANK COMMERCIAL CARD OPS			Check Sequence: 28	ACH Enabled: False
07312023	WATER JUGS & SHIRTS FOR WORKERS	109.69	08/17/2023	1010-110-7510	
07312023	STAMPS & POSTAGE	69.99	08/17/2023	1010-110-7540	
07312023	ZOOM SUBSCRIPTION	59.35	08/17/2023	1010-110-7610	
07312023	ALHAMBRA WATER	54.55	08/17/2023	1010-110-7730	
07312023	PLAN COPIES	44.09	08/17/2023	1010-410-7190	
07312023	SPRINKLER LINE DETECTOR	624.99	08/17/2023	1010-580-7510	
07312023	AWWA ANNUAL RENEWAL	97.40	08/17/2023	5070-800-7510	
07312023	AWWA ANNUAL RENEWAL	340.90	08/17/2023	5071-800-7510	
07312023	AWWA ANNUAL RENEWAL	48.70	08/17/2023	5072-800-7510	
	Check Total:	1,449.66			
Vendor: 155000	WARDEN'S			Check Sequence: 29	ACH Enabled: False
2101440-0	ADMIN & WATER OFFICE SUPPLIES	102.40	08/17/2023	1010-110-7515	
2101440-0	ADMIN & WATER OFFICE SUPPLIES	12.25	08/17/2023	5070-800-7510	
2101440-0	ADMIN & WATER OFFICE SUPPLIES	42.89	08/17/2023	5071-800-7510	
2101440-0	ADMIN & WATER OFFICE SUPPLIES	6.13	08/17/2023	5072-800-7510	
2101474	WATER - CLIP BOARDS	18.69	08/17/2023	5070-800-7510	
2101474	WATER - CLIP BOARDS	65.42	08/17/2023	5071-800-7510	
2101474	WATER - CLIP BOARDS	9.35	08/17/2023	5072-800-7510	
C2101440-0	RETURN WATER SUPPLIES	-12.25	08/17/2023	5070-800-7510	
C2101440-0	RETURN WATER SUPPLIES	-42.89	08/17/2023	5071-800-7510	
C2101440-0	RETURN WATER SUPPLIES	-6.13	08/17/2023	5072-800-7510	
	Check Total:	195.86			
Vendor: 155600	WATERFORD FARM SUPPLY, INC.			Check Sequence: 30	ACH Enabled: False
07312023	OPERATING MISCELLANEOUS SUPPLIES -	25.87	08/17/2023	1010-110-7510	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	38.14	08/17/2023	1010-310-7410	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	998.97	08/17/2023	1010-580-7410	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	30.82	08/17/2023	1010-580-7420	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	6.67	08/17/2023	1010-580-7430	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	407.88	08/17/2023	1010-580-7510	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	69.73	08/17/2023	1010-580-7580	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
07312023	OPERATING MISCELLANEOUS SUPPLIES -	19.56	08/17/2023	5050-700-7510	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	54.67	08/17/2023	5070-800-7510	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	191.35	08/17/2023	5071-800-7510	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	27.34	08/17/2023	5072-800-7510	
07312023	OPERATING MISCELLANEOUS SUPPLIES -	64.71	08/17/2023	5050-700-7550	
	Check Total:	1,935.71			
Vendor: 155650	WATERFORD IRRIGATION SUPPLY INC.			Check Sequence: 31	ACH Enabled: False
205464	DOG PARK SPRINKLER SUPPLIES	194.13	08/17/2023	1010-580-7510	
205467	DOG PARK SPRINKLER SUPPLIES	30.96	08/17/2023	1010-580-7510	
	Check Total:	225.09			
Vendor: 157700	WILSON FAMILY PLUMBING, INC.			Check Sequence: 32	ACH Enabled: False
11967	BEARD PARK SEWER LINE BACKED UP	2,272.29	08/17/2023	1010-580-7410	
	Check Total:	2,272.29			
	Total for Check Run:	187,896.45			
	Total of Number of Checks:	32			

Accounts Payable

Computer Check Proof List by Vendor

User: trish
 Printed: 08/21/2023 - 1:10PM
 Batch: 00021.08.2023



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 00021.08.2023 FICA Employee Portio	233.81	08/21/2023	1010-000-2240	PR Batch 00021.08.2023 FICA Employee
	PR Batch 00021.08.2023 FICA Employer Portio	233.81	08/21/2023	1010-000-2240	PR Batch 00021.08.2023 FICA Employer 1
	PR Batch 00021.08.2023 Medicare Employee Pc	716.71	08/21/2023	1010-000-2240	PR Batch 00021.08.2023 Medicare Emplo
	PR Batch 00021.08.2023 Medicare Employer Po	716.71	08/21/2023	1010-000-2240	PR Batch 00021.08.2023 Medicare Emplo
	PR Batch 00021.08.2023 Federal Income Tax	4,236.52	08/21/2023	1010-000-2220	PR Batch 00021.08.2023 Federal Income T
	Check Total:	6,137.56			
Vendor: 108350	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT			Check Sequence: 2	ACH Enabled: True
	PR Batch 00021.08.2023 EDD TRAINING TAX	4.06	08/21/2023	1010-000-2260	PR Batch 00021.08.2023 EDD TRAINING
	PR Batch 00021.08.2023 CALIFORNIA SDI	444.85	08/21/2023	1010-000-2260	PR Batch 00021.08.2023 CALIFORNIA S
	PR Batch 00021.08.2023 STATE UNEMPLOYN	60.58	08/21/2023	1010-000-2260	PR Batch 00021.08.2023 STATE UNEMP
	PR Batch 00021.08.2023 State Income Tax	1,304.05	08/21/2023	1010-000-2230	PR Batch 00021.08.2023 State Income Tax
	Check Total:	1,813.54			
Vendor: 154101	MISSION SQUARE - 303352			Check Sequence: 3	ACH Enabled: False
	PR Batch 00021.08.2023 DEFERRED COMP-4:	945.00	08/21/2023	1010-000-2280	PR Batch 00021.08.2023 DEFERRED CO
	PR Batch 00021.08.2023 457 LOAN REPAY	244.68	08/21/2023	1010-000-2280	PR Batch 00021.08.2023 457 LOAN REP/
	PR Batch 00021.08.2023 DEFERRED COMP 4:	950.77	08/21/2023	1010-000-2280	PR Batch 00021.08.2023 DEFERRED CO
	PR Batch 00021.08.2023 DEFERRED COM-45'	219.41	08/21/2023	1010-000-2285	PR Batch 00021.08.2023 DEFERRED CO
	Check Total:	2,359.86			
Vendor: 139400	PUBLIC EMPLOYEE RETIREMENT SYSTEM			Check Sequence: 4	ACH Enabled: True
	PR Batch 00021.08.2023 EMPLOYEE PERS CC	3,365.03	08/21/2023	1010-000-2270	PR Batch 00021.08.2023 EMPLOYEE PE
	PR Batch 00021.08.2023 EMPLOYER PAID PE	4,499.69	08/21/2023	1010-000-2270	PR Batch 00021.08.2023 EMPLOYER PA
	Check Total:	7,864.72			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	18,175.68			
	Total of Number of Checks:	4			



Consent Calendar 3c

September 7, 2023

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

Motion: Approving Minutes of the Regular City Council Meeting held August 17, 2023.

SUMMARY:

Consider approving minutes from the August 17, 2023 Regular City Council meeting.

ANALYSIS:

Approve Minutes of the Regular City Council Meeting held on August 17, 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 August 17, 2023.



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

WATERFORD CITY COUNCIL REGULAR MEETING – August 17, 2023 - 6:30 PM

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

FLAG SALUTE: Mayor Goeken

INVOCATION: Pastor Pete Mar, Community Bible Church

ROLL CALL PRESENT:

Mayor Goeken
Council Member Hilton
Council Member Harris
Council Member Talbott

ABSENT: Vice Mayor Kitchens

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 Hilton / CM Talbott / 4-0) to adopt the Agenda.

AYES: Goeken, Harris, Hilton, Talbott

NAYS: None

ABSENT: Kitchens

ABSTAIN: None

Motion passed 4-0.

CONFLICT OF INTEREST DECLARATION:

None.

1. **PRESENTATION**

2. **COMMUNICATIONS FROM THE AUDIENCE**

Jose Saldana: Expressed concerns over the flashing crossing lights not working well enough. Mr. Saldana also inquired about sidewalks that need to be installed throughout the City and commented that the crosswalks at Moon School were not painted.

Jacob Faullder: Representing District Senator Marie Alvarado-Gil, introduced himself, gave legislative updates to the Council, and offered his information for any questions or concerns.

3. **ADOPTION OF CONSENT CALENDAR**

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

3b: RESOLUTION: Resolution 2023-38, Approving the Warrant Register in the Amount of \$935,325.64 for the Period of August 3 to August 7, 2023.

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

3d: MOTION: Accepting the Treasurer's Report for the Quarter Ended June 30, 2023.

ACTION: By motion moved and seconded (CM Talbott/ CM Hilton / 4-0) to adopt the Consent Calendar.

AYES: Goeken, Harris, Hilton, Talbott

NAYS: None

ABSENT: Kitchens

ABSTAIN: None

Motion passed 4-0.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

6a: MOTION: Authorizing Staff to Prepare and Release a Request for Proposal (RFP) Soliciting Contractors for Project No. 2023-09, "Skyline Boulevard Improvements". (*Statzer*)

ACTION: By motion moved and seconded (CM Hilton / CM Talbott / 4-0) to Authorize Staff to Prepare and Release a Request for Proposal (RFP) Soliciting Contractors for the Project No.

2023-09, "Skyline Boulevard Improvements".

AYES: Goeken, Harris, Hilton, Talbott

NAYS: None

ABSENT: Kitchens

ABSTAIN: None

Motion passed 4-0.

- 6b: MOTION: Awarding Bid and Approving an Agreement with Rolfe Construction Inc., in the amount of \$2,195,939.00 for Project No. 2023-10, "Tim Bell Water and Sewer Project" and Authorizing the City Manager to Execute the Agreement. (*Statzer*)

ACTION: By motion moved and seconded (CM Talbott / CM Hilton / 4-0) to Award Bid and Approve an Agreement with Rolfe Construction Inc., in the amount of \$2,195,939.00 for Project No. 2023-10, "Tim Bell Water and Sewer Project" and Authorizing the City Manager to Execute the Agreement.

AYES: Goeken, Harris, Hilton, Talbott

NAYS: None

ABSENT: Kitchens

ABSTAIN: None

Motion passed 4-0.

SUCCESSOR AGENCY TO THE FORMER WATERFORD REDEVELOPMENT AGENCY

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 reminded citizens and Council that the first home game of the season for the Waterford Wildcats is this Friday night and encouraged their support for the team. Mr. Statzer also confirmed that all crosswalks in the City had been painted, but that cars driving over them may make it look like they have not been.

Chief Parker gave the Council comparative updates between the last two 365-day periods on crime in the City. Chief Parker also gave information on recent calls of interest

City Clerk Krause announced that it was Councilmember Talbott's Birthday.

City Attorney Browning announced the closed session item for the evening.

City Manager Pitcock gave an update on the current Caltrans project and delay, as well as the awarded ATP project. Mr. Pitcock also spoke about potential development within the City Lakepoint area.

9b: City Council

Councilmember Hilton had no comments.

Councilmember Talbott thanked staff for helping to mitigate the parking issues on Oden drive and thanked everyone for the Birthday wishes.

Councilmember Harris had no comments.

Mayor Goeken had no comments.

10. **ADJOURNMENT / RECESS**

Meeting Recessed: 6:51 PM.

Mayor Goeken recessed the City Council meeting at 6:51 PM to convene to Closed Session directly following the recess. Adjournment of the City Council meeting followed the Report out of Closed Session.

11. **CLOSED SESSION**

12. **REPORT OUT OF CLOSED SESSION**

PASSED AND ADOPTED by the Waterford City Council at a regular meeting held on September 7th, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF WATERFORD:

Charlie Goeken, Mayor

ATTEST:

Patricia Krause, CMC, City Clerk



Consent Calendar 3d

September 7, 2023

Corbett J. Browning, City Attorney
City Council Staff Report

Resolution: Approve Resolution 2023-40, Approving Amendment No. 1 to Memorandum Of Understanding and Authorize the City Manager to Execute the Amendment.

SUMMARY:

Staff became aware that the existing MOU language of section 7.2 related to retirement compensation is not in compliance with the rules of the CalPERS System. This matter amounts to less than \$6.00 for 10 employees (per pay period), but nonetheless, needs to be corrected to comply with the CalPERS System. The matter was brought to the attention of the Union Representative with the proposed new language to Section 7.2. the Union Representative is in agreement to change the MOU language as reflected in Resolution 2023-40.

ANALYSIS:

The process to change the language of the MOU requires City Council approval and authorization for the City Manager to execute the Amendment.

FISCAL IMPACT:

- Fiscal impact is nominal and amounts to less than \$1.00 of contribution for each employee, per pay period.

ALTERNATIVES:

1. Not approve the MOU Amendment. Staff does not recommend this option as the MOU language is not in compliance with the rules of the CalPERS System.

ATTACHMENTS:

- Exhibit A – Resolution 2023-40

**WATERFORD CITY COUNCIL
RESOLUTION 2023-40**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO MEMORANDUM OF
UNDERSTANDING AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE
AMENDMENT**

WHEREAS, a new Memorandum of Understanding (MOU) Agreement between the City of Waterford and the Miscellaneous Employees Bargaining Unit with a term of July 1, 2021 through June 30, 2025 was agreed to and approved; and

WHEREAS, City Council for the City of Waterford and the Union Representative has reviewed the terms of the Memorandum of Understanding (MOU) and finds that the language of Section 7.2 needs to be revised to comply with the CalPERS System; and

WHEREAS, City Council for the City of Waterford desires to amend the language of Section 7.2 of the MOU.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waterford hereby approves the Amendment I to MOU attached hereto as **Exhibit "A"**.

The foregoing Resolution was passed and adopted by the City Council of the City of Waterford, County of Stanislaus, State of California, at a regular meeting thereof held on the 7th day of September 2023, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

City of Waterford

Charlie Goeken, Mayor

Attest:

Approved as to Form:

Patricia Krause, CMC, City Clerk

Corbett J. Browning, City Attorney

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

This AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING (the “Amendment”) is made and entered into on September __, 2023 to that certain *Memorandum of Understanding* entered into for the term of July 1, 2021 through June 30, 2025, by and between THE CITY OF WATERFORD (herein after referred to as “City”) and THE INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY ENGINEERS, LOCAL 39 (herein after referred to as “Union”). City and Union are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

NOW THEREFORE, THE PARTIES AGREES as follows, to amend the following language to the Agreement:

Section 7.2 of the Agreement shall be amended and restated to read in its entirety as follows:

7.2 EMPLOYEE’S CONTRIBUTION

Employees shall contribute their portion of the PERS fund in the following manner:

1. Classic employees shall contribute eight percent (8%) towards their share of the PERS cost formula.
2. PEPRA employees shall contribute the Plan’s Employee Rate as provided annually by CalPERS.
3. The employee's retirement contribution shall be on a pre-tax basis.

Except as explicitly modified by this Amendment, all of the terms and provisions of the *Memorandum of Understanding* entered into for the term of July 1, 2021 through June 30, 2025 (hereinafter referred to as “Agreement”), are and remain in full force and effect. Should there be any inconsistencies between the language in this Amendment and said Agreement, this Amendment shall take precedence.

IN WITNESS WHEREOF, this Amendment was executed by the undersigned on the date first above written.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 39, AFL-CIO

CITY OF WATERFORD

BY: _____
BART FLORENCE
BUSINESS MANAGER

BY _____
MICHAEL PITCOCK
CITY MANAGER

BRANDY JOHNSON
DIRECTOR OF PUBLIC EMPLOYEES

JENNIFER OSBORN
BUSINESS REPRESENTATIVE



General Business 6a

September 7, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Motion: Awarding Bid and Approving an Agreement with Sam Fletcher Fence Inc, in the Amount of \$4,550.00 for Project No. 2023-13, “Riverside Rd. Fence Repair” as a Minor Contract 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 Sam Fletcher Fencing Inc, as a minor contract project in the amount of \$4,550.00 for Project No. 2023-13 “Riverside Rd. Fence Repair” and authorizing the City Manager to execute the agreement.

ANALYSIS:

On April 18, 2023, a resident of Waterford took a left turn eastbound from Center Street onto Riverside Rd. at a high rate of speed. Due to the high rate of speed the resident could not make the turn and ran into the black powder coated chain link fence that separates the River Trail walk and Riverside Rd. leaving an unsafe void in the fence.

The scope of work for these needed repairs includes replacing approximately 70’ feet of chain link repair, 21’ of top rail and 9 structural posts.

In June, staff reached out to 3 fencing companies and only two responded:

Bid	Company	City and State	Bid Amount
1.	Fletcher Fence Inc.	Modesto, CA 95357	\$4,550.00
1.	Hensel Fencing Inc.	Modesto, CA 95350	\$5,880.00

FISCAL IMPACT

Funding for this project will come from the Street Fund budget number 1010-310-7410 for fiscal year 2023/2024.

The project budget is as follows:

Expenses

Total Project Cost	Construction Contract	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$5,460.00	\$4,550.00	\$455.00	\$227.50	\$227.50

Funding Source:

Fund Title	Funding Required	Budget Number
Street Fund	\$5,460.00	1010-310-7410
	Total	\$5,460.00

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. The City can choose not to move forward with these improvements at this time. This is not recommended as fencing aids in protecting pedestrians by defining separated spaces for pedestrians and vehicles.

ATTACHMENTS:

- Location Map
- Notice of Award
- Agreement



NOTICE OF AWARD

Description of Work: **RIVERSIDE RD. FENCE REPAIR**

To Fletcher Fence, Inc _____
(Contractor)

Po Box 577823 _____
(Address)

Modesto, CA 95357 _____
(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 September 7, 2023.

It appears that it is to the best interest of said **Owner** to accept your Proposal in the amount of
Four Thousand, Five Hundred and Fifty dollars
(written description of contract amount)

(\$4,550.00) 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 7th day of September , 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: **RIVERSIDE RD. FENCE REPAIR**

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. 2023-13
“RIVERSIDE RD. FENCE REPAIR”**

THIS AGREEMENT, is entered between the CITY OF WATERFORD, a Municipal Corporation, herein called "City", and Fletcher Fence, Inc herein called "Contractor", on **September 7, 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 September 7, 2023 for the project, Riverside Rd. Fence Repairs
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: Four Thousand Five Hundred and Fifty dollars (\$4,550.00). 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:

Fletcher Fence, Inc
Po Box 577823
Modesto, CA 95357
Phone 209-662-8298
FAX 209-662-8298

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



General Business 6b

September 7, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Resolution: Approving Resolution 2023- 41, Accepting Improvements for Project No. 2023-02, “Yosemite Blvd (SR132) Utility Conflict Relocation Project” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder’s Office.

SUMMARY:

City Council is being asked to approve Resolution 2023-41, accepting the improvements for Project No. 2023-02, “Yosemite Blvd (SR132) Utility Conflict Relocation Project” and authorize the City Engineer to file a Notice of Completion with the Stanislaus County Recorder’s Office.

ANALYSIS:

Caltrans has scheduled an upcoming multimillion-dollar surface improvement project on Yosemite Blvd, (SR132). The project improvements will start at Reinway and continue east to F Street. This project will consist of widening Yosemite Blvd, replacing curbs and sidewalks and adding curbs and sidewalks to areas that did not have them before. Caltrans needs the City to relocate its existing water and sewer services so that there is no conflict with their upcoming surface improvement project. The proposed project will mitigate sewer and water infrastructure conflicts that have been predetermined to exist by Caltrans Engineering.

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	\$113,551.00
Change Order #1	Sewer Laterals and unmarked Utility Conflicts .	City Manager<10%	\$10,584.05
Change Order #2	Credit fir line item #6 Meter Box	Credit	-\$900.00
		Final Contract Price	\$123,235.05

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 the Water Funds and Sewer Funds for fiscal year 2022/2023.

The project budget is as follows:

Expenses

Total Project Cost	Construction Contract	Change Order #1	Change Order #2 Credit	Construction Engineering & Inspection	Preliminary Engineering
\$140,267.70	\$113,551.00	\$10,584.05	-\$900.00	\$11,355.10	\$5,677.55

Revenues:

Funding Title	Funding Request	Budget Number
Water Fund	\$140,267.70	
	Total	\$140,267.70

No General Fund money will be used for this project.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

1. Council could choose not to accept the NOC.

ATTACHMENTS:

- Resolution 2023-41
- Notice of Completion
- Change Order #1
- Change Order #2

**WATERFORD CITY COUNCIL
RESOLUTION # 2023-41**

**APPROVING RESOLUTION 2023-41, ACCEPTING IMPROVEMENTS FOR
PROJECT NO. 2023-02, “YOSEMITE BLVD (SR132) UTILITY CONFLICT
RELOCATION 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 “Yosemite Blvd. (SR132) Utility Conflict Relocation Project” bid documents; and

WHEREAS, on or around April 6, 2023, a Contract was duly executed by and between United Pavement Maintenance, 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 7th day of September 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 June 23, 2023. The name of the contractor, for such work of improvement was United Pavement Maintenance, Inc.
6. The nature of the work of improvement was Moving sewer laterals and water services that may be in Caltrans ways when they come thru to do their improvement project.
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:
 8. Yosemite Blvd. (SR132) Utility Conflict Relocation Project.
9. 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: 6/9/2023

Project: 2023-02 "Yosemite Blvd. (SR132) Utility Conflict Relocation"

Contractor: United Pavement Maintenance

Reason for Change: (1) This lump sum item contains the following four items. One, the contractor was directed to pothole for a sewer lateral in two additional locations. Two, a sewer lateral was discovered during construction that needed to be replaced at the empty lot at the west corner of Yosemite and Center Street. Three, several unmarked utilities caused several hours of delay during the installation of the new sewer main. And four, while relocating the 2" water service for Taquaria Castillo, additional time and paving were required to reconnect to the existing service at the driveway.

Description	Quantity	Unit	Unit Price	Cost
1) Sewer Lateral(s) and Unmarked Utility Conflicts	1	LS	\$ 10,584.05	\$ 10,584.05

Total Change Order: \$ **10,584.05**

Original Contract / Bid Amount: \$ 113,551.00

Amount of Previous Change Orders: \$ -

Revised Contract Amount: **\$ 124,135.05**

Recommended:

Robi Markin
City Engineer

Date: 6/9/2023

Accepted:

Satt Yasser
Contractor

Date: 6/12/2023

Authorized:

[Signature]
City Administrator

Date: _____



CHANGE ORDER

Change Order No. 2 Date: 6/12/2023

Project: 2023-02 "Yosemite Blvd. (SR132) Utility Conflict Relocation"

Contractor: United Pavement Maintenance

Reason for Change: (1) Line item calculation discrepancy in original bid package results in a lump sum deduction.

Description	Quantity	Unit	Unit Price	Cost
1. Credit for Line Item #6 "Meter Box"	1	LS	\$ (900.00)	\$ (900.00)

Total Change Order: \$ **(900.00)**

Original Contract / Bid Amount: \$ 113,551.00

Amount of Previous Change Orders: \$ 10,584.05

Revised Contract Amount: **\$ 123,235.05**

Recommended: *Rob Mader*
City Engineer

Date: 6/12/2023

Accepted: *Scott Young*
Contractor

Date: 6/13/2023

Authorized: *[Signature]*
City Administrator

Date: 6/15/23

CONTRACTOR'S BID

WATER

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization, Water	1	LS @	<u>12,675</u>	= <u>12,675</u>
2.	Extend Water Service	2	EA @	<u>1,527</u>	= <u>3,054</u>
3.	Lower Water Service	1	EA @	<u>1,927</u>	= <u>1,927</u>
4.	Lower Water Service & Meter	3	EA @	<u>1,237</u>	= <u>3,711</u>
5.	1" Water Service	5	EA @	<u>2,555</u>	= <u>12,775</u>
6.	Meter Box	9	EA @	<u>451.00</u>	= <u>4,959</u> <u>4,059</u>
7.	Relocate Fire Hydrant	1	EA @	<u>10,845</u>	= <u>10,845</u>
8.	Abandon Existing Water Service	1	EA @	<u>1,572</u>	= <u>1,572</u>
9.	Relocate 2" Backflow	1	EA @	<u>6,957</u>	= <u>6,957</u>

SEWER

No.	Description	Quantity	Unit	Unit Price	Total Price
10.	Mobilization, Sewer	1	LS @	<u>1,439</u>	= <u>1,439</u>
11.	Pothole Lateral	7	EA @	<u>651.00</u>	= <u>4,557</u>
12.	4" Sewer Lateral	5	EA @	<u>3,920</u>	= <u>19,600</u>
13.	8" (SDR 26) Sewer	80	LF @	<u>181.00</u>	= <u>14,480</u>
14.	Sewer Manhole	1	EA @	<u>15,000</u>	= <u>15,000</u>

TOTAL BID	=	<u>\$113,551</u> <u>\$112,651</u>
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J. Ruvalcaba
Bidder's Signature

President
Title

United Pavement Maintenance, Inc.
Company Name



General Business 6c

September 7, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Resolution: Approving Resolution 2023- 42, Accepting Improvements for Project No. 2022-09, “F Street Pedestrian Improvement Project” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder’s Office.

SUMMARY:

City Council is being asked to approve Resolution 2023-42, accepting the improvements for Project No. 2022-09, “F Street Pedestrian Improvement 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 First Street and N. Western Avenue, and the project included the installation of new frontage improvements to the west side of F Street, including curb, gutter, and sidewalk, pavement widening, storm drain improvements, and relocation of the City’s monument sign. All proposed improvements are within the existing City right-of-way and filled a sidewalk gap providing a safe path of travel for pedestrians.

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	\$298,237.60
Change Order #1	Reroute the proposed 12”SD and replace the existing SDMH structure, 1LS	City Manager<10%	\$2,139.27
Change Order #2	Remobilization due to project delay, Concrete 4” sidewalk, 6” concrete driveway and vertical curb & gutter	City Manager<10%	\$3,982.50
		Final Contract Price	\$304,359.37

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 the Water Funds and Sewer Funds for fiscal year 2022/2023.

The project budget is as follows:

Expenses

Total Project Cost	Construction Contract	Change Order #1	Change Order #2 Credit	Construction Engineering & Inspection	Preliminary Engineering
\$335,674.31	\$298,237.60	\$2,139.27	\$3,982.50	\$29,823.76	\$1491.18

Revenues:

Funding Title	Funding Required	Funding Line Code
STPCML Grant	\$75,000	6310-310-8297
Measure L Funds	\$260,674.64	6320-320-9250
	Total	\$357,885.12

No General Fund money will be used for this project.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

1. Council could choose not to accept the NOC.

ATTACHMENTS:

- Resolution 2023-42
- Notice of Completion
- Change Order #1
- Change Order #2

**WATERFORD CITY COUNCIL
RESOLUTION # 2023-42**

**APPROVING RESOLUTION 2023-42, ACCEPTING IMPROVEMENTS FOR
PROJECT NO. 2022-09, "F STREET PEDESTRIAN IMPROVEMENT 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 Pedestrian Improvement Project" bid documents; and

WHEREAS, on or around October 20, 2022, a Contract was duly executed by and between Taylor Backhoe Services, 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 7th day of September 2023, by the following vote:

RESOLUTION 2023-42

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 June 1, 2023. The name of the contractor, for such work of improvement was Taylor Backhoe Services, Inc.
6. The nature of the work of improvement was Frontage Improvements, curb, gutter sidewalk, pavement widening and storm drainage improvements.
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, between First Street and N. Western Avenue.
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: 11/14/2022

Project: F Street Pedestrian Improvements

City Project Number: 2022-09

Federal Project Number: 5406(032)

Contractor: Taylor Backhoe Service, Inc. dba TBS Contractors

Reason for Change: (1) The proposed 12" storm drain line conflicts with an existing AT&T conduit, and will therefore be connected to the existing drywell manhole in the sidewalk instead of the catch basin in the street (STA 15+05). (2) A precast flaired end section will be used at the basin outfall instead of the cast-in-place structure, resulting in a credit to the project's cost.

Description	Quantity	Unit	Unit Price	Cost
Reroute the proposed 12"SD and replace the existing SDMH structure, 1 LS	1	LS	\$ 3,809.42	\$ 3,809.42
Replace the cast-in-place outfall structure with a precast flaired end section, -1 LS	-1	LS	\$ 1,670.15	\$ (1,670.15)

Total Change Order: \$ **2,139.27**

Original Contract / Bid Amount: \$ 298,237.60

Amount of Previous Change Orders: \$ -

Revised Contract Amount: **\$ 300,376.87**

Recommended:

Rob Mader
City Engineer

Date: 11/14/2022

Accepted:

[Signature]
Contractor

Date: 11/14/2022

Authorized:

City Administrator

Date: _____



CHANGE ORDER

Change Order No. 2

Date: 5/26/2023

Project: F Street Pedestrian Improvements

City Project Number: 2022-09

Federal Project Number: 5406(032)

Contractor: Taylor Backhoe Service, Inc. dba TBS Contractors

Reason for Change: (1) Due to the project delays caused by Charter communications, the contractor had to demobilization their equipment then remobilize when the overhead utilities were relocated. Also, 155 days of additional time has been added to the contract to account for these delays caused by utility pole relocation and adverse weather. **(2 - 4)** These remaining items are part of the project's final measurements and field verified quantities for this balancing change order.

Description	Quantity	Unit	Unit Price	Cost
1. De- and Remobilization Due to Project Delay	1	LS	\$ 3,000.00	\$ 3,000.00
2. Increase Bid Item #5 - Concrete, 4" Sidewalk	82.7	SF	\$ 10.71	\$ 885.72
3. Decrease Bid Item #6 - Concrete, 6" Driveway	-5.4	SF	\$ 15.10	\$ (81.54)
4. Increase Bid Item #7 - Vertical Curb & Gutter	3.5	LF	\$ 50.95	\$ 178.33
Total Change Order:				\$ 3,982.50

Changes in Contract Time:

Additional Contract Time: 155 Days
 Original Contract Time 45 Days
 Previous Time Additions: 0 Days
 Revised Contract Time: 200 Days
 Anticipated Completion: **5/27/2023**

Changes in Contract Costs:

Total Cost of Change Order: **\$ 3,982.50**
 Original Contract Amount: \$ 298,237.60
 Previous Change Orders: \$ 2,139.27
 Revised Contract Amount: **\$ 304,359.37**

Recommended: *Rob Marden*
City Engineer

Date: 5/26/2023

Accepted: _____
Contractor

Date: _____

Authorized: _____
City Administrator

Date: _____



Informational Items 8

September 7, 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)	Nearing Completion (Punch List)
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)	Out to bid
Yosemite Pedestrian Improvements Reinway to Eucalyptus	Michael Pitcock Lonnie Statzer	High	\$946,000 (ATP)	In Environmental.
Yosemite at Pasadena Signal Improvements	Michael Pitcock Lonnie Statzer	High	\$600,000 (CMAQ)	In Design.
Skyline Road Improvements	Michael Pitcock Lonnie Statzer	High	\$450,000 (STBG)	Out to bid
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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