



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

WATERFORD CITY COUNCIL REGULAR MEETING – October 19, 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 2023-49, Approving the Warrant Register in the Amount of \$191,197.30 for the Period of October 2 to October 5, 2023.

3c: **MOTION:** Approving Minutes of the Regular City Council Meeting held October 5, 2023.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

- 6a: MOTION: Approving the Execution of a Quit Claim Deed Abandoning an unimproved portion of S. E Street Right of Way. (*Pitcock*)
- 6b: MOTION: Awarding Bid and Approving an Agreement with Lechowicz + Tseng Municipal Consultants of Alameda, California in the Amount of \$24,860 for a Wastewater Rate and Fee Study and Authorizing the City Manager to Execute the Professional Services Agreement. (*Envia*)
- 6c: MOTION: Awarding Bid and Approving an Agreement with Taylor Backhoe Service, Inc. in the Amount of \$631,457.28 for Project No. 2023-08, “Western Ave, Pecan Ave, and Dorsey St. Improvements” and Authorizing the City Manager to Execute the Agreement. (*Statzer*)
- 6d: MOTION: Reaffirming the Declaration of Emergency made by the City Manager on September 20, 2023 and Declaring there is a Need to Continue with Project No. 2023-14, “Emergency Repair of River Pointe Well 1.” (*Statzer*)
- 6e: RESOLUTION: Approving Resolution 2023-50, Accepting Improvements for Project No. 2022-04. “Beard Park Improvements – Dog Park” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus Recorder’s Office. (*Statzer*)

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

8. **INFORMATIONAL ITEMS**

- 8a: City Project List

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

- 9a: City Staff
9b: City Council

10. **ADJOURNMENT / RECESS**

11. **CLOSED SESSION**

12. **REPORT OUT OF CLOSED SESSION**

NOTICE

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

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

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

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

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

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

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

General Information: The Waterford City Council meets on the 1st and 3rd Thursdays of each month at 6:30PM., unless otherwise noticed.

Council Agenda's: Copies of City Council Agenda and agenda related writings or documents will be made available for public inspection at the front counter at City Hall located at 101 "E" Street, Waterford, CA 72 hours prior to the meeting, or at the time of the scheduled meeting.



10/9/2023

Patricia Krause, CMC, City Clerk Date



Consent Calendar 3a

October 19, 2023

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

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

SUMMARY:

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

ANALYSIS:

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

FISCAL IMPACT:

N/A

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

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

ATTACHMENTS:

N/A



Consent Calendar 3b

October 19, 2023

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

Resolution: Adopting Resolution 2023-49, Approving the Warrant Register in the Amount of \$191,197.30 for the Period of October 2 to October 5, 2023.

SUMMARY:

Consider approving the Warrant Register for the period of October 2 to October 5, 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 October 2 to October 5, 2023.

FISCAL IMPACT:

Payments for this period total \$191,197.30.

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

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

ATTACHMENTS:

- Resolution #2023-49
- Check Register Report

WATERFORD CITY COUNCIL

RESOLUTION # 2023-49

	DATE	TOTAL	
PAYROLL	10/2/2023	\$	33,636.06
	10/2/2023	\$	1,086.70
ACCOUNTS PAYABLE	10/2/2023	\$	17,846.70
	10/5/2023	\$	138,627.84
TOTAL		\$	191,197.30

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

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

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

**Passed and Adopted by the City Council of Waterford at a regular meeting
held on** October 19, 2023 **By the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

PATRICIA KRAUSE, CMC, CITY CLERK

CHARLIE GOEKEN, MAYOR

Payroll

ACH Check Register

User: 'trish'
Printed: 10/02/2023 - 10:31AM
Batch: 00002.10.2023
Include Partial: FALSE



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

Check Date	Check Number	Employee No	Employee Name	Amount
10/02/2023	0	1002		4,038.11
10/02/2023	0	1006		1,143.02
10/02/2023	0	1008		2,169.57
10/02/2023	0	1017		1,300.28
10/02/2023	0	1018		1,420.77
10/02/2023	0	2004		294.39
10/02/2023	0	2005		2,065.96
10/02/2023	0	2006		2,827.04
10/02/2023	0	2010		810.13
10/02/2023	0	2012		2,201.34
10/02/2023	0	2020		3,833.02
10/02/2023	0	2024		1,694.05
10/02/2023	0	2028		1,652.70
10/02/2023	0	2030		2,310.18
10/02/2023	0	2031		1,954.61
10/02/2023	0	2032		2,090.44
10/02/2023	0	2033		1,190.92
10/02/2023	0	3002		135.20
10/02/2023	0	3010		124.47
10/02/2023	0	3012		126.62
10/02/2023	0	3013		126.62
10/02/2023	0	3014		126.62
Total Employees:			22	Total: 33,636.06

Payroll

Computer Check Register

User: trish
Printed: 10/02/2023 - 10:27AM
Batch: 00002.10.2023



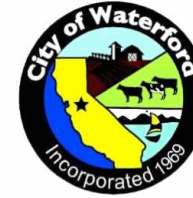
CITY OF WATERFORD
PO BOX 199
WATERFORD, CA. 95386
209-874-2328

Check No	Check Date	Employee Information	Amount
2479	10/02/2023	2034	1,086.70
Total Number of Employees:		1	
Total for Payroll Check Run:			1,086.70

Accounts Payable

Computer Check Proof List by Vendor

User: trish
 Printed: 10/02/2023 - 1:52PM
 Batch: 00002.10.2023



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

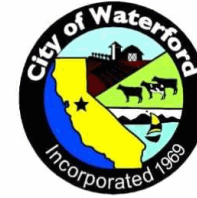
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 105201	BANK OF THE WEST (IRS TAXES)			Check Sequence: 1	ACH Enabled: True
	PR Batch 00002.10.2023 FICA Employee Portio	110.06	10/02/2023	1010-000-2240	PR Batch 00002.10.2023 FICA Employee .
	PR Batch 00002.10.2023 FICA Employer Portio	110.06	10/02/2023	1010-000-2240	PR Batch 00002.10.2023 FICA Employer 1
	PR Batch 00002.10.2023 Medicare Employee Pc	701.72	10/02/2023	1010-000-2240	PR Batch 00002.10.2023 Medicare Emplo;
	PR Batch 00002.10.2023 Medicare Employer Po	701.72	10/02/2023	1010-000-2240	PR Batch 00002.10.2023 Medicare Emplo;
	PR Batch 00002.10.2023 Federal Income Tax	3,771.45	10/02/2023	1010-000-2220	PR Batch 00002.10.2023 Federal Income T
	Check Total:	5,395.01			
Vendor: 108350	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT			Check Sequence: 2	ACH Enabled: True
	PR Batch 00002.10.2023 EDD TRAINING TAX	0.70	10/02/2023	1010-000-2260	PR Batch 00002.10.2023 EDD TRAINING
	PR Batch 00002.10.2023 CALIFORNIA SDI	415.51	10/02/2023	1010-000-2260	PR Batch 00002.10.2023 CALIFORNIA S
	PR Batch 00002.10.2023 STATE UNEMPLOYN	10.24	10/02/2023	1010-000-2260	PR Batch 00002.10.2023 STATE UNEMP
	PR Batch 00002.10.2023 State Income Tax	1,187.47	10/02/2023	1010-000-2230	PR Batch 00002.10.2023 State Income Tax
	Check Total:	1,613.92			
Vendor: 154101	MISSION SQUARE - 303352			Check Sequence: 3	ACH Enabled: False
	PR Batch 00002.10.2023 DEFERRED COMP-4:	930.00	10/02/2023	1010-000-2280	PR Batch 00002.10.2023 DEFERRED CO
	PR Batch 00002.10.2023 457 LOAN REPAY	244.68	10/02/2023	1010-000-2280	PR Batch 00002.10.2023 457 LOAN REP/
	PR Batch 00002.10.2023 DEFERRED COMP 4:	950.77	10/02/2023	1010-000-2280	PR Batch 00002.10.2023 DEFERRED CO
	PR Batch 00002.10.2023 DEFERRED COM-45'	219.41	10/02/2023	1010-000-2285	PR Batch 00002.10.2023 DEFERRED CO
	Check Total:	2,344.86			
Vendor: 139400	PUBLIC EMPLOYEE RETIREMENT SYSTEM			Check Sequence: 4	ACH Enabled: True
	PR Batch 00002.10.2023 EMPLOYEE PERS CC	3,529.69	10/02/2023	1010-000-2270	PR Batch 00002.10.2023 EMPLOYEE PE
	PR Batch 00002.10.2023 EMPLOYER PAID PE	4,686.59	10/02/2023	1010-000-2270	PR Batch 00002.10.2023 EMPLOYER PA
	Check Total:	8,216.28			
Vendor: 148050	STATIONARY ENGINEERS LOCAL 39			Check Sequence: 5	ACH Enabled: False
	PR Batch 00002.10.2023 UNION DUES	241.63	10/02/2023	1010-000-2290	PR Batch 00002.10.2023 UNION DUES
	PR Batch 00002.10.2023 UNION JOIN FEES	35.00	10/02/2023	1010-000-2290	PR Batch 00002.10.2023 UNION JOIN FI

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	276.63			
	Total for Check Run:	17,846.70			
	Total of Number of Checks:	5			

Accounts Payable

Computer Check Proof List by Vendor

User: tina
 Printed: 10/05/2023 - 3:43PM
 Batch: 00004.10.2023



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

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 102200	ABS DIRECT, INC			Check Sequence: 1	ACH Enabled: False
133311	SEPTEMBER STATEMENTS	741.78	10/04/2023	5050-700-7190	
133311	SEPTEMBER STATEMENTS	185.45	10/04/2023	5070-800-7190	
133311	SEPTEMBER STATEMENTS	741.78	10/04/2023	5071-800-7190	
133311	SEPTEMBER STATEMENTS	185.45	10/04/2023	5072-800-7190	
MP-20230922	ADVANCE POSTAGE	680.00	10/04/2023	5050-700-7540	
MP-20230922	ADVANCE POSTAGE	170.00	10/04/2023	5070-800-7540	
MP-20230922	ADVANCE POSTAGE	680.00	10/04/2023	5071-800-7540	
MP-20230922	ADVANCE POSTAGE	170.00	10/04/2023	5072-800-7540	
	Check Total:	3,554.46			
Vendor: 103400	ANSWERNET			Check Sequence: 2	ACH Enabled: False
112-86856	ANSWERING SERVICE - OCTOBER 2023	11.04	10/04/2023	1010-310-7810	
112-86856	ANSWERING SERVICE - OCTOBER 2023	22.06	10/04/2023	5050-700-7810	
112-86856	ANSWERING SERVICE - OCTOBER 2023	22.06	10/04/2023	5071-800-7810	
	Check Total:	55.16			
Vendor: 110900	AT&T MOBILITY			Check Sequence: 3	ACH Enabled: False
X09242023	IPAD# 287280326939 - 08/17 TO 09/19/23	44.73	10/04/2023	1010-110-7811	
	Check Total:	44.73			
Vendor: 105896	AYERA TECHNOLOGIES, INC.			Check Sequence: 4	ACH Enabled: False
502375	INTERNET - CITY HALL	214.00	10/04/2023	1010-110-7811	
502469	INTERNET - WWTP	84.00	10/04/2023	5050-700-7811	
	Check Total:	298.00			
Vendor: 104894	BADAWI & ASSOCIATES			Check Sequence: 5	ACH Enabled: False
1470	AUDIT SERVICES: PROGRESS #2 - 2023 AU	14,564.25	10/04/2023	1010-110-7192	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	14,564.25			
Vendor: 105610 W283902	BAY CITY ELECTRIC WORKS WELL #302 - T/C UNIT REPAIR	2,259.83	10/04/2023	5075-800-7420	Check Sequence: 6 ACH Enabled: False
	Check Total:	2,259.83			
Vendor: 106515 454617	BOSS BUSINESS SYSTEMS INC COPIER LEASE - AUGUST 2023	217.65	10/04/2023	1010-110-7510	Check Sequence: 7 ACH Enabled: False
	Check Total:	217.65			
Vendor: 106525 324332	BOYETT PETROLEUM FUEL EXPENSE SEPTEMBER 2023	191.92	10/04/2023	1010-310-7520	Check Sequence: 8 ACH Enabled: False
324332	FUEL EXPENSE SEPTEMBER 2023	1,303.40	10/04/2023	1010-580-7520	
324332	FUEL EXPENSE SEPTEMBER 2023	664.25	10/04/2023	5050-700-7520	
324332	FUEL EXPENSE SEPTEMBER 2023	183.95	10/04/2023	5070-800-7520	
324332	FUEL EXPENSE SEPTEMBER 2023	643.83	10/04/2023	5071-800-7520	
324332	FUEL EXPENSE SEPTEMBER 2023	91.95	10/04/2023	5072-800-7520	
	Check Total:	3,079.30			
Vendor: 107350 37560	CALIFORNIA AUTO SERVICE F250 - OIL & FILTER	16.68	10/04/2023	5070-800-7430	Check Sequence: 9 ACH Enabled: False
37560	F250 - OIL & FILTER	58.39	10/04/2023	5071-800-7430	
37560	F250 - OIL & FILTER	8.34	10/04/2023	5072-800-7430	
	Check Total:	83.41			
Vendor: 107750 070123-093023	CALIFORNIA BUILDING STANDARDS COMMISSION QTRLY CBSC FEES: 07/01 THRU 09/302023	60.30	10/04/2023	1010-410-5430	Check Sequence: 10 ACH Enabled: False
	Check Total:	60.30			
Vendor: 108025 6267	CALIFORNIA CONSULTING, INC. GRANT WRITING MONTHLY RETAINER - 1	3,000.00	10/04/2023	1010-110-7190	Check Sequence: 11 ACH Enabled: False
	Check Total:	3,000.00			
Vendor: 110800 904871	CHUCK'S AUTO PARTS VEHICLE MAINTENANCE - VACTOR & F25	15.07	10/04/2023	5050-700-7430	Check Sequence: 12 ACH Enabled: False
	Check Total:	15.07			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 114500 070123-093023	DEPARTMENT OF CONSERVATION QRTLTY SMIP FEES: 07/01 THRU 09/30/2023	66.23	10/04/2023	Check Sequence: 13 1010-410-7300	ACH Enabled: False
	Check Total:	66.23			
Vendor: 115752 200140	DITTOS FLYERS & FORMS FOR BASKETBALL 2023	90.37	10/04/2023	Check Sequence: 14 2290-600-7510	ACH Enabled: False
	Check Total:	90.37			
Vendor: 115825 070123-093023	DIVISION OF THE STATE ARCHITECT QTRLY STATE FEE: BUS. LIC. - 07/01 TO 09/30/2023	8.80	10/04/2023	Check Sequence: 15 1010-000-2601	ACH Enabled: False
	Check Total:	8.80			
Vendor: 116925 09262023	TINA ENVIA CANDY PURCHASE - COSTCO	68.97	10/04/2023	Check Sequence: 16 1010-110-7510	ACH Enabled: False
	Check Total:	68.97			
Vendor: 200786 380-0039281	GHD, INC. YOSEMITE CORRIDOR: SERVICES THRU 9/30/2023	849.07	10/04/2023	Check Sequence: 17 6310-310-8295	ACH Enabled: False
	Check Total:	849.07			
Vendor: 121000 WATESS-0066	GILTON SOLID WASTE MANAGEMENT, INC. STREET SWEEPING - SEPTEMBER 2023	2,449.92	10/04/2023	Check Sequence: 18 1010-310-7190	ACH Enabled: False
	Check Total:	2,449.92			
Vendor: 123975 SIN031785	HINDERLITER DE LLAMAS & ASSOC. SALES TAX AUDIT CONTRACT: 1ST QTR - 2023	750.00	10/04/2023	Check Sequence: 19 1010-110-7190	ACH Enabled: False
	Check Total:	750.00			
Vendor: 107822 100423-1382	HONEY'S AIR & SOLAR INC. PERMIT #1382: CANCELLED PARTIAL FEE	100.00	10/04/2023	Check Sequence: 20 1010-410-5320	ACH Enabled: False
	Check Total:	100.00			
Vendor: 126570 090123GPS 090123GPS 090123GPS 090123GPS	J.B. ANDERSON LAND USE PLANNING GENERAL PLANNING SERVICES LEAP GRANT - HOUSING ELEMENT UPDATES FAHMY ANNEXATION UPDATE CEQA NET SUBMITTAL	1,280.30 4,946.00 1,997.80 262.80	10/04/2023 10/04/2023 10/04/2023 10/04/2023	Check Sequence: 21 1010-430-7195 1010-430-7197 1010-430-7195 5075-800-7190	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
090123GPS	WWTP GRANT CEQA	105.00	10/04/2023	4350-700-7190	
100123GPS	GENERAL PLANNING SERVICES	1,063.30	10/04/2023	1010-430-7195	
100123GPS	LEAP GRANT	3,309.60	10/04/2023	1010-430-7197	
100123GPS	FAHMY ANNEXATION-BENTLEY ESTATES	5,641.30	10/04/2023	1010-430-7195	
	Check Total:	18,606.10			
Vendor: 200759	JARED STEELEY WATER & WASTEWATER MANAGEMENT			Check Sequence: 22	ACH Enabled: False
10004A	SERVICES FOR SEPTEMBER 2023	1,926.60	10/04/2023	5070-800-7190	
10004A	SERVICES FOR SEPTEMBER 2023	6,743.10	10/04/2023	5071-800-7190	
10004A	SERVICES FOR SEPTEMBER 2023	963.30	10/04/2023	5072-800-7190	
10013	SERVICES FOR AUGUST 2023	1,821.20	10/04/2023	5070-800-7190	
10013	SERVICES FOR AUGUST 2023	6,374.20	10/04/2023	5071-800-7190	
10013	SERVICES FOR AUGUST 2023	910.60	10/04/2023	5072-800-7190	
10033	RIVER POINTE TESTING	376.60	10/04/2023	5070-800-7190	
10033	RIVER POINTE TESTING	1,318.10	10/04/2023	5071-800-7190	
10033	RIVER POINTE TESTING	188.30	10/04/2023	5072-800-7190	
	Check Total:	20,622.00			
Vendor: 138700	LINDE GAS & EQUIPMENT INC.			Check Sequence: 23	ACH Enabled: False
38387373	CYLINDER RENTAL: 08/20 THRU 09/20/202	43.05	10/04/2023	1010-310-7510	
	Check Total:	43.05			
Vendor: 131000	MCR ENGINEERING, INC.			Check Sequence: 24	ACH Enabled: False
18783	ENCROACHMENT PERMIT INSPECTION 20	520.00	10/04/2023	1010-430-7196	
18783	CARRIAGE SQUARE ESTATES	450.00	10/04/2023	1010-430-7196	
18783	F ST PEDESTRIAN - CONSTRUCTION MGM	4,710.00	10/04/2023	6310-310-8297	
18783	TIM BELL WATER & SEWER DESIGN	1,980.00	10/04/2023	5075-800-8022	
18783	WATERFORD SELF STORAGE	360.00	10/04/2023	1010-430-7196	
18783	F ST RUBBERIZED OVERLAY - CONSTRUC	9,010.00	10/04/2023	6310-310-8286	
18783	FAHMY SUBDIVISION	450.00	10/04/2023	1010-430-7196	
18783	PECAN & DORSEY CDBG IMPROVEMENTS	720.00	10/04/2023	2080-460-8290	
18783	SKYLINE IMPROVEMENTS	2,160.00	10/04/2023	6310-310-8298	
18783	TIM BELL ATP	720.00	10/04/2023	6310-310-8292	
	Check Total:	21,080.00			
Vendor: 131900	MID-VALLEY PUBLICATIONS			Check Sequence: 25	ACH Enabled: False
342136	NOTICE TO CONTRACTORS - #12864	142.45	10/04/2023	1010-110-7710	
	Check Total:	142.45			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 132700	MODESTO IRRIGATION DISTRICT			Check Sequence: 26	ACH Enabled: False
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	7,046.32	10/04/2023	1010-110-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	4,417.07	10/04/2023	5050-700-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	786.50	10/04/2023	1010-210-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	282.93	10/04/2023	1010-310-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	135.54	10/04/2023	1010-550-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	498.95	10/04/2023	1010-580-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	1,152.87	10/04/2023	2210-260-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	434.55	10/04/2023	2230-260-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	572.45	10/04/2023	5050-700-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	2,974.46	10/04/2023	5070-800-7820	
09292023	SERVICE PERIOD: 09/01 THRU 09/29/2023	12,802.60	10/04/2023	5071-800-7820	
	Check Total:	31,104.24			
Vendor: 132701	MODESTO IRRIGATION DISTRICT (4060)			Check Sequence: 27	ACH Enabled: False
152558	CITY STREET LIGHTING	225.22	10/04/2023	2210-260-7440	
	Check Total:	225.22			
Vendor: 132742	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES, INC.			Check Sequence: 28	ACH Enabled: False
4703	CROSS CONNECT: NOVEMBER 2023	40.00	10/04/2023	5070-800-7190	
4703	CROSS CONNECT: NOVEMBER 2023	140.00	10/04/2023	5071-800-7190	
4703	CROSS CONNECT: NOVEMBER 2023	20.00	10/04/2023	5072-800-7190	
	Check Total:	200.00			
Vendor: 200738	NAVIA BENEFIT SOLUTIONS			Check Sequence: 29	ACH Enabled: False
10778868	COBRA MONTHLY FEE: SEPTEMBER 2023	35.00	10/04/2023	1010-110-7190	
	Check Total:	35.00			
Vendor: 134500	NBS GOVERNMENT FINANCE GROUP			Check Sequence: 30	ACH Enabled: False
202309-3014	WATERFORD-CFD DISTRICT ADMIN: 10/01	1,248.86	10/04/2023	2240-270-7190	
202309-3025	WATERFORD-LIGHTING DISTRICT ADMIN	632.16	10/04/2023	2230-260-7190	
202309-3042	WATERFORD-MAINTENANCE DISTRICT AI	1,050.40	10/04/2023	2210-260-7190	
	Check Total:	2,931.42			
Vendor: 136600	PG&E			Check Sequence: 31	ACH Enabled: False
09152023	SERVICE PERIOD: 08/17 THRU 09/15/2023	15.64	10/04/2023	1010-110-7820	
09152023	SERVICE PERIOD: 08/17 THRU 09/15/2023	7.81	10/04/2023	1010-310-7820	
09152023	SERVICE PERIOD: 08/17 THRU 09/15/2023	7.82	10/04/2023	1010-580-7820	
09152023	SERVICE PERIOD: 08/17 THRU 09/15/2023	16.36	10/04/2023	1010-210-7820	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
09152023	SERVICE PERIOD: 08/17 THRU 09/15/2023	15.63	10/04/2023	1010-560-7820	
09152023	SERVICE PERIOD: 08/17 THRU 09/15/2023	8.12	10/04/2023	1010-550-7820	
	Check Total:	71.38			
Vendor: 130200	ROBBINS BROWNING GODWIN & MARCHINI LLP			Check Sequence: 32	ACH Enabled: False
69688	SERVICES FOR SEPTEMBER 2023 - CITY AT	3,073.36	10/04/2023	1010-110-7194	
69689	FORECLOSURE: A.D. 91-5/2010	67.50	10/04/2023	1010-110-7194	
	Check Total:	3,140.86			
Vendor: 146220	STANISLAUS COUNTY CLERK/RECORDER			Check Sequence: 33	ACH Enabled: False
10032023	RECORDING DOCUMENT FEE: GARDNER:	34.00	10/04/2023	1010-110-7710	
	Check Total:	34.00			
Vendor: 148648	SUNRUN INSTALLATION SERVICES, INC.			Check Sequence: 34	ACH Enabled: False
100423-1173	PERMIT #1173 - CANCELLED	139.25	10/04/2023	1010-410-5320	
100423-1234	PERMIT #1234 - CANCELLED	140.25	10/04/2023	1010-410-5320	
	Check Total:	279.50			
Vendor: 150563	TRANS-ROCK			Check Sequence: 35	ACH Enabled: False
3140	PATCHING MATERIAL: LYN WAY	2,742.60	10/04/2023	1010-310-7530	
	Check Total:	2,742.60			
Vendor: 150567	TURLOCK IRRIGATION DISTRICT			Check Sequence: 36	ACH Enabled: False
09212023	SERVICE PERIOD: 08/21 THRU 09/21/2023	1,510.40	10/04/2023	5072-800-7820	
	Check Total:	1,510.40			
Vendor: 152800	UNDERGROUND SERVICE ALERT OF NORTHERN CA & NV			Check Sequence: 37	ACH Enabled: False
2023132443	USA 811 2023 MEMBERSHIP	173.19	10/04/2023	1010-310-7510	
2023132443	USA 811 2023 MEMBERSHIP	34.64	10/04/2023	5070-800-7510	
2023132443	USA 811 2023 MEMBERSHIP	121.22	10/04/2023	5071-800-7510	
2023132443	USA 811 2023 MEMBERSHIP	17.32	10/04/2023	5072-800-7510	
	Check Total:	346.37			
Vendor: 155630	WATERFORD AUTO REPAIR			Check Sequence: 38	ACH Enabled: False
3303	2016 CHEV 2500HD - INTAKE GASKET & SE	164.41	10/04/2023	5070-800-7430	
3303	2016 CHEV 2500HD - INTAKE GASKET & SE	575.45	10/04/2023	5071-800-7430	
3303	2016 CHEV 2500HD - INTAKE GASKET & SE	82.21	10/04/2023	5072-800-7430	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	822.07			
Vendor: 155600	WATERFORD FARM SUPPLY, INC.			Check Sequence: 39	ACH Enabled: False
09302023	MISCELLANEOUS TOOLS AND OPERATING	53.06	10/04/2023	1010-310-7510	
09302023	MISCELLANEOUS TOOLS AND OPERATING	1,049.03	10/04/2023	1010-580-7410	
09302023	MISCELLANEOUS TOOLS AND OPERATING	104.69	10/04/2023	1010-580-7420	
09302023	MISCELLANEOUS TOOLS AND OPERATING	193.13	10/04/2023	1010-580-7510	
09302023	MISCELLANEOUS TOOLS AND OPERATING	16.59	10/04/2023	1010-580-7580	
09302023	MISCELLANEOUS TOOLS AND OPERATING	45.74	10/04/2023	5050-700-7420	
09302023	MISCELLANEOUS TOOLS AND OPERATING	102.25	10/04/2023	5050-700-7510	
09302023	MISCELLANEOUS TOOLS AND OPERATING	44.84	10/04/2023	5050-700-7550	
09302023	MISCELLANEOUS TOOLS AND OPERATING	42.42	10/04/2023	5070-800-7510	
09302023	MISCELLANEOUS TOOLS AND OPERATING	29.33	10/04/2023	5070-800-7550	
09302023	MISCELLANEOUS TOOLS AND OPERATING	315.54	10/04/2023	5071-800-7510	
09302023	MISCELLANEOUS TOOLS AND OPERATING	102.66	10/04/2023	5071-800-7550	
09302023	MISCELLANEOUS TOOLS AND OPERATING	21.21	10/04/2023	5072-800-7510	
09302023	MISCELLANEOUS TOOLS AND OPERATING	14.67	10/04/2023	5072-800-7550	
	Check Total:	2,135.16			
Vendor: 155650	WATERFORD IRRIGATION SUPPLY INC.			Check Sequence: 40	ACH Enabled: False
206760	IRRIGATION REPAIR @ BASIN PARK	138.66	10/04/2023	1010-580-7420	
	Check Total:	138.66			
Vendor: 157859	XCAST LABS, INC.			Check Sequence: 41	ACH Enabled: False
10891568	SERVICE PERIOD: 10/01 THRU 10/31/2023	505.72	10/04/2023	1010-110-7810	
10891568	SERVICE PERIOD: 10/01 THRU 10/31/2023	130.94	10/04/2023	1010-210-7810	
10891568	SERVICE PERIOD: 10/01 THRU 10/31/2023	82.59	10/04/2023	5050-700-7810	
10891568	SERVICE PERIOD: 10/01 THRU 10/31/2023	49.55	10/04/2023	5071-800-7810	
10891568	SERVICE PERIOD: 10/01 THRU 10/31/2023	24.78	10/04/2023	5070-800-7810	
10891568	SERVICE PERIOD: 10/01 THRU 10/31/2023	8.26	10/04/2023	5072-800-7810	
	Check Total:	801.84			
	Total for Check Run:	138,627.84			
	Total of Number of Checks:	41			



Consent Calendar 3c

October 19, 2023

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

Motion: Approving Minutes of the Regular City Council Meeting held October 05, 2023.

SUMMARY:

Consider approving minutes from the October 05, 2023 Regular City Council meeting.

ANALYSIS:

Approve Minutes of the Regular City Council Meeting held on October 05, 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 October 05, 2023.



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

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

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

FLAG SALUTE: Mayor Goeken

INVOCATION: Deacon Fred Webb, Seventh Day Adventist Church

ROLL CALL PRESENT:

Mayor Goeken
Councilmember Harris
Council Member Hilton

ABSENT: Vice Mayor Kitchens
Council Member Talbott

STAFF PRESENT:

Michael Pitcock, City Manager
Patricia Krause, City Clerk / Administrative Services Director
Corbett Browning, City Attorney
Michael Parker, Police Chief

ADOPTION OF AGENDA:

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

AYES: Goeken, Harris, Hilton

NAYS: None

ABSENT: Kitchens, Talbott

ABSTAIN: None

Motion passed 3-0.

CONFLICT OF INTEREST DECLARATION:

None.

1. **PRESENTATION**

- 1a: PRESENTATION: A Presentation from the Waterford Historical Society. Mrs. Sharolyn Casey gave a presentation on the Waterford Liberty Flag.

2. **COMMUNICATIONS FROM THE AUDIENCE**

None.

3. **ADOPTION OF CONSENT CALENDAR**

- 3a: MOTION: Waiving all Readings of Ordinances and Resolutions, except by title.
- 3b: RESOLUTION: Resolution 2023-46, Approving the Warrant Register in the Amount of \$977,320.68 for the Period of September 18 to September 19, 2023.
- 3c: MOTION: Approving Minutes of the Regular City Council Meeting held September 21, 2023.
- 3d: RESOLUTION: Resolution 2023-47, Approving the Re-appointment of Brandon Rivers to Stanislaus Consolidate Fire Protection District Board of Directors for a 4-year Term.
- 3e: MOTION: Approve a Purchase and Sale Agreement for the sale of 109 S. E Street to Nirmal Kaur for the purchase price of \$100,000.
- ACTION: By motion moved and seconded (CM Hilton / CM Harris / 3-0) to adopt the Consent Calendar.
- AYES: Goeken, Harris, Hilton
NAYS: None
ABSENT: Kitchens, Talbott
ABSTAIN: None
- Motion passed 3-0.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

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

Item continued to next regularly scheduled meeting.

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

ACTION: By motion moved and seconded (CM Hilton / CM Harris / 3-0) to Approve an Agreement with Hensley’s Paving & General Engineers, in the Amount of \$295,778.00 for Project No. 2023-09, “Skyline Improvement Project” and Authorizing the City Manager to Execute the Agreement.

AYES: Goeken, Harris, Hilton

NAYS: None

ABSENT: Kitchens, Talbott

ABSTAIN: None

Motion passed 3-0.

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

ACTION: By motion moved and seconded (CM Hilton / CM Harris / 3-0) to Reaffirm the Declaration of Emergency made by the City Manager on September 20, 2023 and Declaring there is a Need to Continue with Project No. 2023-14, “Emergency Repair of River Pointe Well 1.”

AYES: Goeken, Harris, Hilton

NAYS: None

ABSENT: Kitchens, Talbott

ABSTAIN: None

Motion passed 3-0.

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

ACTION: By motion moved and seconded (CM Hilton / CM Harris / 3-0) Approve Resolution 2023-48, Accepting Improvements for Project No. 2023-05. “F Street Overlay Project” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus Recorder’s Office.

AYES: Goeken, Harris, Hilton

NAYS: None

ABSENT: Kitchens, Talbott

ABSTAIN: None

Motion passed 3-0.

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

8. **INFORMATIONAL ITEMS**

- 8a: City Project List

9.

STAFF/COUNCIL COMMENTS AND MEETING REPORTS

9a: City Staff

Chief Parker updated the Council on the September calls for service. Chief Parker informed the Council that there will be a shift change and that two new Deputies will be coming to Waterford, and he thanked the service of the two Deputies that will be going back to the Main Office.

City Clerk Krause reminded Council and Citizens that Heritage Days is on Saturday, October 7th.

City Attorney Browning reminded the Council to submit their evaluations as soon as possible.

City Manager Pitcock informed the Council that he has continued to have contact and discussions with developers regarding commercial and residential development.

9b: City Council

Councilmember Hilton had no comments.

Councilmember Harris had no comments, but thanks the Waterford Museum for the great presentation and information given.

Mayor Goeken thanked the Waterford Museum for the presentation and stated it was good to have perspective on the sacrifice that Citizens made back in time.

10.

ADJOURNMENT / RECESS

ACTION: By motion moved and seconded (CM Hilton / CM Harris / 3-0) to adjourn the meeting at 7:02 pm.

AYES: Goeken, Harris, Hilton

NAYS: None

ABSENT: Kitchens, Talbott

ABSTAIN: None

Motion passed 3-0.

11.

CLOSED SESSION

12.

REPORT OUT OF CLOSED SESSION

PASSED AND ADOPTED by the Waterford City Council at a regular meeting held on October 19th, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF WATERFORD:

Charlie Goeken, Mayor

ATTEST:

Patricia Krause, CMC, City Clerk



General Business 6a

October 19, 2023

Michael Pitcock, City Manager
City Council Staff Report

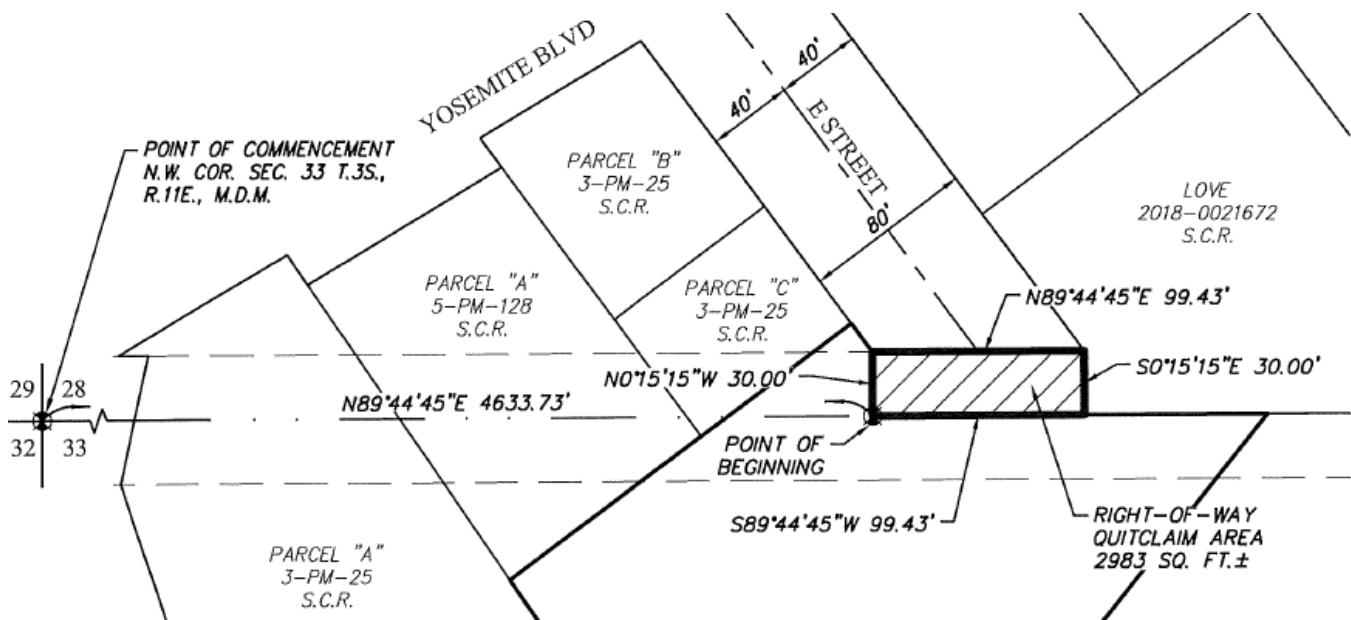
Motion: Approve the Execution of a Quit Claim Deed Abandoning an unimproved portion of S. E Street Right of Way.

SUMMARY:

Consider the approval of the execution of a quit claim deed abandoning an unimproved portion of S. E Street right of way.

ANALYSIS:

In February 2022, the Planning Commission approved Conditional Use Permit 2021-01 for the development of APN 080-035-008 into 21,000 square foot self-storage facility composed of ten (10) metal buildings and a 684 square foot one (1) story office and caretaker building. The project is in design and their Engineer and Land Surveyor noted that an old road reservation running south of Yosemite Blvd (SR 132) behind the Waterford Market and Old City Public Works property that had been abandoned in the past. When an abandonment is processed, half the road reservation goes to the properties on each side. In this case, half the road reservation abandonment adjacent to E Street went to the City of Waterford.



As this portion of unimproved E Street is not needed by the city and has no value if sold on the open market, Staff recommends we quit claim the right of way to the developer of the storage project.

FISCAL IMPACT:

As this property has no value if sold on the open market, the fiscal impact is effectively zero.

ENVIRONMENTAL REVIEW:

Not Applicable.

ALTERNATIVES:

1. The Council could choose not to approve the execution of the Quit Claim Deed and give staff alternate directions.

ATTACHMENTS:

- Quit Claim Deed.



HAWKINS & ASSOCIATES ENGINEERING, INC.

Civil Engineering • Land Surveying • Land Planning

436 Mitchell Road
Modesto, California 95354

Phone 209.575.4295

Fax 209.578.4295

www.hawkins-eng.com

September 28, 2023

City of Waterford
Mr. Mike Pitcock / City Manager
101 E. Street
Waterford, CA 95386

RE: Waterford Mini Storage

Dear Mr. Pitcock,

As per our meeting a few weeks ago, I am writing to you to request the City execute the attached Quit Claim Deed releasing any interest the City may have in the subject property, to my client. Following is the background and history to explain our request.

According to the assessor's office my client owns APN 080-035-008, which includes the entirety of the portion of the abandoned Hickman Road which passes through our parcel. Our original architectural site layout was based on that premise. This seemed odd to me because the normal practice is to give half of the abandoned street to each adjacent property. In reviewing the actual deed to our property, we only own to the center of the abandoned street and reviewing the deeds to our neighbor's property (APN 134-012-013) they also own to the center of the abandoned street, so the assessor's plat is wrong.

As we discussed in our meeting, the property in question is the abandoned half street adjacent to the end of south "E" Street. Normal practice would say that, that portion goes to the adjacent owner, which in this case would be the City of Waterford, due to it being adjacent to "E" Street. However, it goes against logic to abandon a street to a street. This is probably why the Assessor's office has shown it the way they have and why my client is paying property tax on it.

I believe it makes sense for my client to maintain possession of the subject property but in order to feel comfortable doing so, we are requesting the City execute and record the attached Quit Claim Deed.

We have attached the modified project site plan so you can see how we will utilize the property. Obviously, my client will pay any costs that may be incurred by the City.

Please do not hesitate to call if you have any questions.

Sincerely,

Rod Hawkins, PE, PLS
President

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Sergio Ruezga and Tiffany Ruezga, Trustees
2086 Canal Drive
Turlock, CA 95380

TITLE ORDER NO.

ESCROW NO.

APN NO. 080-035-008

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ _____ CITY TAX \$ _____

- computed on full value of property conveyed, or computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated area: City of Waterford

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Waterford, California

hereby remise, release and forever quitclaim to

Sergio M. Ruezga and Tiffany M. Ruezga, Trustees of the Texus Family Trust 2015 dated December 3, 2015 at to an undivided 95% interest and Kilroy West Main, LLC a California Limited Liability Company, as to an undivided 5% interest

the following described real property in the City of Waterford, County of Stanislaus, State of California:

See Exhibit "A" is attached hereto and made a part hereof

Dated _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION
Right-of-Way Quitclaim
APN 080-035-008 (portion)

Being all that real property lying in the City of Waterford, County of Stanislaus, State of California, more particularly described as follows:

All that portion of abandoned Highway 132 (Yosemite Boulevard) situate in the Southeast Quarter of Section 28, Township 3 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

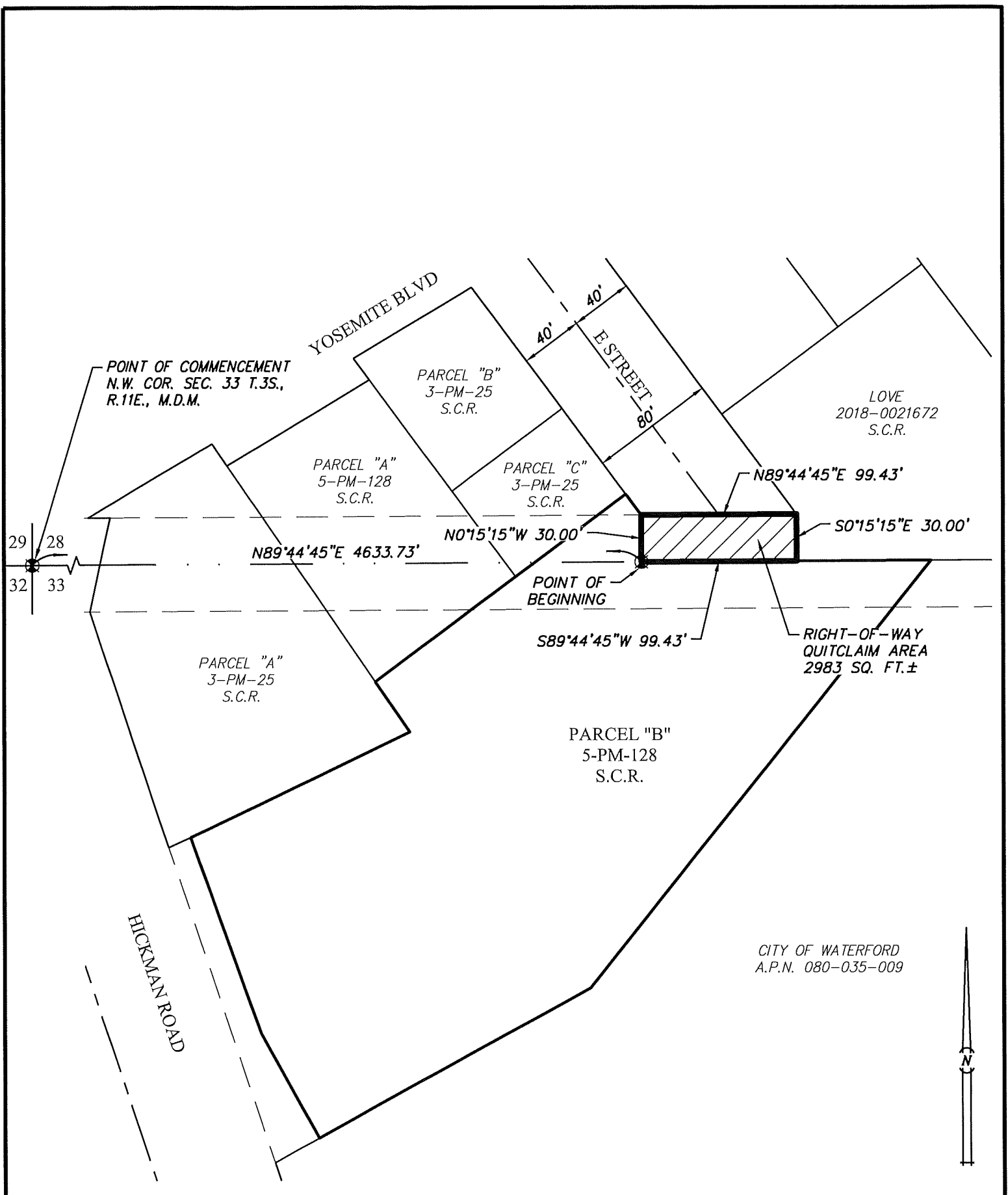
COMMENCING at the Southwest Corner of above said Section 28; thence along the south line of said Section 28 North $89^{\circ}44'45''$ East, a distance of 4,633.73 feet to the **POINT OF BEGINNING**, said point lying on the north line of Parcel "B" as shown on that certain map recorded August 5, 1968 in Book 5 of Parcel Maps, at Page 128, Stanislaus County Records; thence at a right angle and along the west line of said Parcel "B" North $0^{\circ}15'15''$ West, a distance of 30.00 feet to the most southwesterly corner of the right-of-way of "E" Street, said point being on a line lying parallel with and 30.00 feet north of the south line of said Section 28; thence along the south line of "E" street and last said parallel line North $89^{\circ}44'45''$ East, a distance of 99.43 feet to the most southeasterly corner of "E" Street; thence at a right angle South $0^{\circ}15'15''$ East, a distance of 30.00 feet to a point on the south line of said Section 28, said point also lying on the north line of said Parcel "B"; thence along the south line of said Section 28 and last said north line South $89^{\circ}44'45''$ West, a distance of 99.43 feet to the **POINT OF BEGINNING**.

CONTAINING 2,983 square feet, more or less.

SUBJECT TO all rights-of-way and easements of record.

This description was created by me or under my direction in conformance with the Professional Land Surveyors' Act.

Rodrick H. Hawkins, P.L.S. 9489
August 3, 2023



**HAWKINS & ASSOCIATES
ENGINEERING, INC.**
436 MITCHELL ROAD
MODESTO, CA. 95354
PH: (209) 575 - 4295
FX: (209) 578 - 4295

EXHIBIT "B"
RIGHT-OF-WAY QUITCLAIM

A.P.N. 080-035-008 (PORTION)
WATERFORD, CALIFORNIA

BY: RCS
CHK: RHH
DATE: 8/3/23
SCALE: 1"=80'
JOB #: 3603.00

1
OF
1

3603.00 Waterford Mini Storage

Name: ROW Quitclaim

North: 5383.4488' East: 10236.0908'

Segment #1 : Line
Course: N00°15'15"W Length: 30.000'
North: 5413.4485' East: 10235.9577'

Segment #2 : Line
Course: N89°44'45"E Length: 99.430'
North: 5413.8895' East: 10335.3868'

Segment #3 : Line
Course: S00°15'15"E Length: 30.000'
North: 5383.8898' East: 10335.5198'

Segment #4 : Line
Course: S89°44'45"W Length: 99.430'
North: 5383.4488' East: 10236.0908'

Perimeter: 258.859' Area: 2982.89 Sq. Ft.
Error Closure: 0.0000 Course: N00°00'00"E
Error North: 0.00000 East: 0.00000
Precision 1: 258860000.000



RECORDING REQUESTED BY:
Stewart Title of California, Inc.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

Sergio Ruezga and Tiffany Ruezga, Trustees
2086 Canal Drive
Turlock, CA 95380

Stanislaus County Recorder
Donna Linder, County Clerk-Recorder
DOC - 2022-0059298
Friday, September 2, 2022 08:00:00
Customer: Stewart Title
Total Paid: \$329.50 Receipt #: 2022104126

LLG/CHPQZV211-2

ORDER NO. 1801678
APN: 080-035-008

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$302.50

CITY TAX \$0.00

- Monument Preservation Fee is: \$10.00
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.

X city of Waterford

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Kilroy West Main, LLC a California Limited Liability Company

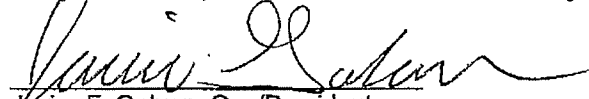
hereby **GRANT(S)** to Sergio M. Ruezga and Tiffany M. Ruezga, Trustees of the Texus Family Trust 2015 dated December 3, 2015, as to an undivided 95% interest and Kilroy West Main, LLC a California Limited Liability Company, as to an undivided 5% interest

the following described real property

Parcel B, in the City of Waterford, County of Stanislaus, State of California, as shown on that certain Parcel Map filed on August 5, 1968 in Book 5 of Parcel Maps, Page 128 of Stanislaus County Records.

Date: August 19, 2022

Kilroy West Main, LLC a California Limited Liability Company


Javier F. Galvan, Ceo/President

MAIL TAX STATEMENT AS DIRECTED ABOVE

W

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 8/28/2022 before me Benjamin L. Grifka, Notary Public, personally appeared Javier F. Galvan, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature li





General Business 6b

October 19, 2023

Tina Envia, Finance Manager
City Council Staff Report

Motion: Awarding Bid and Approving an Agreement with Lechowicz + Tseng Municipal Consultants of Alameda, California in the Amount of \$24,860 for a Wastewater Rate and Fee Study and Authorizing the City Manager to Execute the Professional Services Agreement.

SUMMARY:

Awarding Bid and Approving an Agreement with Lechowicz & Tseng Municipal Consultants of Alameda, California in the Amount of \$24,860 for a Wastewater Rate and Fee Study and authorizing the City Manager to execute the Professional Services Agreement.

ANALYSIS:

With the Council's direction, the City of Waterford put out a Request for Proposal on August 3, 2023 for the purpose of conducting a "Wastewater Rate and Fee Study." The intent of the study is to independently assess and evaluate the City's current wastewater rates and create a simple, equitable, and legal new rate structure to meet the financial needs of the City's wastewater enterprise fund. It is staff's intent for the proposed rate structure to adequately fund the utility's operating and capital improvement needs.

The study is expected to be based on a comprehensive review of the City's wastewater enterprise funds, historical statements of revenue and expense, current year budgets, customer counts and classes, historical usage data, planned future growth, and any other information deemed important. The results of the study and the resulting proposed rate structure shall provide the foundation for wastewater rates for the next five years. The rates and rate structures proposed must fully meet Proposition 218 and all other legal requirements.

The vast majority of wastewater is received from residential customers. The collection system is comprised of clay or polyvinyl chloride pipe varying in size from 6 inches to 12 inches. Wastewater is conveyed by gravity lines as well as force mains from 4 lift stations to the wastewater treatment plant for treatment through a series of 5 ponds. The current wastewater treatment plant has a 1 MGD capacity and currently treats an average flow of .58 MGD. Treated wastewater is then pumped under the Tuolumne River to the City's percolation ponds.

The current wastewater rate schedule was put in place in 2016. Currently, rates are fixed based on various units of measure for various uses.

On September 29, 2023, three (3) proposals were received by the City for the Wastewater Rate and Fee Study.

Bid Summary:

COMPANY NAME	BID AMOUNT
Bartle Wells Associates, Berkley, CA	\$39,845
Lechowicz + Tseng Municipal Consulting, Alameda, CA	\$24,860
Ridgeline Municipal Strategies, LLC, Rocklin, CA	\$39,845

Though all bidders are qualified to accomplish the desired project, staff has evaluated the bid proposals and recommends award of bid to Lechowicz and Tseng Municipal Consultants, of Alameda, California, in the amount of \$24,860. Lechowicz and Tseng Municipal Consultants were the lowest bidder and have provided services to the City in the past. The City was very satisfied with the firm's past services.

FISCAL IMPACT:

Fund	Fund Number	Amount
4350	4350-700-7190	\$24,860

**The services are being funded out of Wastewater CIP Reserves*

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

1. Accept the bid as recommended from Lechowicz + Tseng Municipal Consultants in the amount of \$24,860.
2. Not accept the recommendation of staff and provide direction on alternatives.
3. Not accept the recommendation of staff and not pursue the Wastewater Rate and Fee Study. This alternative is not recommended as the Wastewater System has capital demands that are not being met with the current rate structure.

ATTACHMENTS:

- Summary of Bid Proposals
- Lechowicz + Tseng Municipal Consultants Proposal for a Wastewater Rate and Fee Study
- Professional Services Agreement – Lechowicz + Tseng Municipal Consultants



**City of Waterford
Wastewater Rate Study
Summary of Bid Proposals**

Firm Name	City	State	Project Cost Proposal
Bartle Wells Associates Independent Public Finance Advisors	Berkeley	CA	\$ 44,105.00
Lechowicz + Tseng Municipal Consultants	Alameda	CA	\$ 24,860.00
Ridgeline Municipal Strategies, LLC	Rocklin	CA	\$ 39,845.00

October 19th 2023



SEPTEMBER 29, 2023

CITY OF WATERFORD

Proposal for a Wastewater Rate and Fee Study

909 Marina Village Parkway #135 | Alameda, CA 94501 (510) 545-3182



LECHOWICZ + TSENG
MUNICIPAL CONSULTANTS

TABLE OF CONTENTS

1. Cover Letter	1
2. Background on Firm	3
Who We Are.....	3
Organizational Chart.....	3
Project Team.....	4
3. Understanding & Approach.....	8
Specialized Approach.....	8
Project Management Philosophy.....	10
Requested Interaction with City	10
Experience with Similar Agencies.....	11
4. Scope of Work	12
Scope of Services.....	12
Information Needs List.....	16
5. Project Schedule.....	17
Schedule.....	17
Meetings.....	17
6. References	18
City of Kerman	18
City of Chowchilla	19
City of Gonzales	20

I. COVER LETTER



909 Marina Village Parkway #135
Alameda CA 94501
(510) 545-3182
LTmuniconsultants.com

September 29, 2023

Tina Envia, Finance Manager
City of Waterford
101 E Street
Waterford, CA 95386

Dear Ms. Envia,

Lechowicz & Tseng Municipal Consultants (L&T) is pleased to submit a proposal for the Wastewater Rate and Fee Study for the City of Waterford (City). We enjoyed working with you to complete the previous wastewater rate study in 2019 and appreciate the potential opportunity to work with you again. Our approach to the 2023 update is to review operating results since the last study and revise the cost of service as appropriate. We envision this project as a streamlined update given our existing knowledge of the City's wastewater utility.

Since we last worked together, L&T has continued to grow our expertise and staffing. We now have four staff members, two principals and two staff analysts. We propose to assign Alison Lechowicz as project manager to provide continuity for the City and Peter Carey as financial analyst. Peter is headquartered about 30 miles away in the City of Merced. As a firm, we have continued to focus on providing rate studies for small public agencies. Recent assignments in the Central Valley include studies for the Cities of Chowchilla, Hanford (ongoing), Kerman, Kingsburg, and Wasco, the Root Creek Water District (Madera County), the McMullin Area Groundwater Sustainability Agency (GSA; Fresno County), and South Fork Kings GSA (Kings County). We have also conducted financial modeling work for the Fresno Irrigation District. L&T will bring our experience from these projects to our work for the City of Waterford.

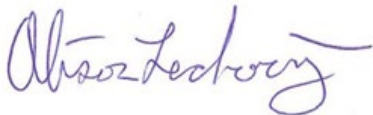
To provide a comprehensive analysis, L&T will focus on the following:

- **Financial Analysis:** L&T analyzes revenue streams to meet immediate cash flow needs as well as plan for future capital projects, deferred maintenance, and accumulation of appropriate reserves. We will provide the City with a dashboard of financial variables that will clearly illustrate how various considerations, such as grant vs. loan funding, funding capital needs, and high vs. low inflation among others will impact the wastewater utility's cash flow. As a registered municipal financial advisor, we can also conduct detailed reviews of debt obligations and debt capacity. L&T will provide financing alternatives for funding upcoming capital costs. Our final report will provide the City with a financial roadmap that fully documents the cost of service.

- **Wastewater Rate Design:** L&T will ensure the City's rate structures achieves compliance with Proposition 218 proportionality requirements. We understand that the City wishes to maintain its current rate structure. Therefore, L&T will update the underlying flow and loading assumptions for each customer class. If modifications are needed or desired (such as the need for a new customer class), we will work with the project team to phase in modifications, clearly explain why the changes are needed, and minimize the impact on ratepayers.
- **Public Outreach:** Although we had a vocal crowd during the 2019 rate hearing, our prior rate adjustments received relatively few protests. We hope this rate update follows the same pattern. L&T will assist the City with drafting Proposition 218 notices, providing a script for the public hearing, educating Council members, and explaining the need for rate adjustments. Our approach is to understand any "hot button" issues in local service areas and respect political sensitivities. Our final documents will stress the value of the City's infrastructure, explain why costs are increasing, and describe cost saving measures.

We very much enjoyed working with the City in the past, and we appreciate the potential opportunity to assist the City with this study. The firm of Lechowicz & Tseng Municipal Consultants has reviewed the City's Request for Proposals and understands the objectives of the project and services required. We commit to the availability of all key project staff during the proposed study period and will complete the study by April 30, 2024. We reviewed the City's Sample Agreement and are willing and able to execute it as written. We are also willing and able to meet the City's insurance requirements. If you have any questions, please contact me.

Sincerely,
Lechowicz & Tseng Municipal Consultants



Alison Lechowicz, Principal and Authorized Representative
909 Marina Village Parkway #135
Alameda, CA 94501
510-545-3182
alison@LTmuniconsultants.com

2. BACKGROUND ON FIRM

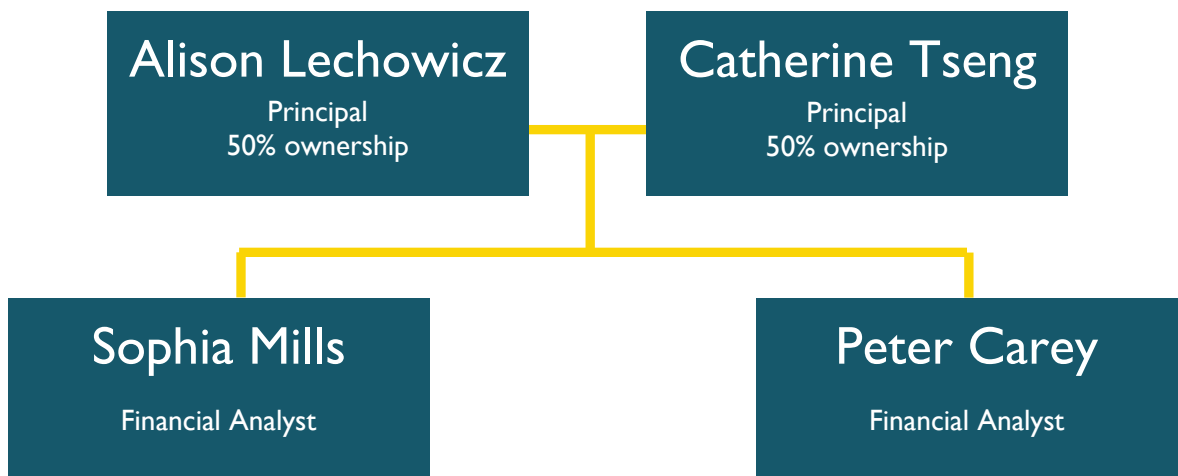
WHO WE ARE

Lechowicz & Tseng Municipal Consultants is a women-owned firm founded by Alison Lechowicz and Catherine Tseng. Our objective is to provide financial consulting and management services to local governments. Alison and Catherine have over 30 years combined experience in municipal consulting and public finance. Catherine has a background in urban planning and worked for the City of Oakland before becoming a consultant. Alison has experience working for a civil engineering firm and a background in public administration.

We have completed over 100 studies compliant with Propositions 218 and 26. Our recent experience includes completing similar projects for the Cities of Kerman, San Fernando, and the Templeton Community Services District, among others. L&T is committed to providing professional services with superior value and responsiveness. By using a small team approach, our clients receive greater one-on-one attention and can be assured that all work is conducted by highly qualified professionals. Our clients are provided direct communication with the principal consultants who guide the project through each step.

Nature of Firm: Women-owned firm organized as an LLC
Services: Utility Rate & Fee Studies, Financial Planning, Capacity Fee Studies, Utility Appraisal, Expert Witness, Public Approval Process
Size of Firm: Four staff members
Location of Office: Alameda, CA and Merced, CA
Management Staff: Alison Lechowicz and Catherine Tseng
Years in Business: 6 years
Registrations: Small Business Enterprise, Women-owned business, Municipal advisory firm registered with the Municipal Securities Rulemaking Board and the Securities and Exchange Commission
Other Languages Spoken by Staff: Spanish
Employer Identification Number (EIN): 82-0928239
California Small Business Number: 2006322
Municipal Securities Rule Making Board #: K1236

ORGANIZATIONAL CHART



PROJECT TEAM

Alison Lechowicz will serve as the Principal-in-Charge and main contact person. Catherine Tseng will provide peer review. Peter Carey will serve as financial analyst. The only consultant that L&T will utilize is for the printing and mailing of the Proposition 218 notices. L&T has worked with the printing company, Mailstream, located in Concord, CA, on many similar projects to ensure that the Proposition 218 mailers are printed and mailed within the 45-day noticing period. All other project tasks will be completed by L&T staff.

Alison Lechowicz PRINCIPAL



QUALIFICATIONS

16 years consulting experience
Master of Public Administration
Testified as an expert witness at the CA Public Utilities Commission
Series 50 and 54 – Municipal Advisor Representative and Municipal Advisor
Principal Qualifications

RESPONSIBILITIES

Project Manager and Lead Analyst
Financing alternatives and cash flow projection
Rate recommendations
Public presentations

Catherine Tseng PRINCIPAL

QUALIFICATIONS

16 years consulting experience
Master of Urban Planning
Bachelor of Architecture

RESPONSIBILITIES

Peer Review
Methodological review
Review of draft and final reports
Substitute for Ms. Lechowicz as needed



Peter Carey FINANCIAL ANALYST



QUALIFICATIONS

Doctorate of Philosophy Political Science at U. C. Merced

RESPONSIBILITIES

Financial Analyst
Data gathering
Financial modeling
Draft report

Alison Lechowicz



alison@LTmuniconsultants.com



(510) 545-3182



909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 16 years consulting experience: 6 years Co-founder and Principal at L&T Municipal Consultants, 7 years as Principal and Financial Analyst at Bartle Wells Associates, 3 years as Financial Analyst at Carollo Engineers
- Testified as an expert witness at the CA Public Utilities Commission in electric rate cases of Pacific Gas & Electric, Southern California Edison, and San Diego Gas & Electric
- Municipal Securities Rulemaking Board, Series 50 & 54 – Municipal Advisor Representative and Municipal Advisor Principal

EDUCATION

- **Columbia University**
Master of Public Administration
- **University of California, Berkeley**
Bachelor of Science
Conservation & Resource Studies

REPRESENTATIVE ASSIGNMENTS

City of Kerman: Completed a water and sewer rate study for the City. Updated winter water use estimates for single family residential sewer rates. Phased-out discounts for multifamily sewer customers.

Town of Discovery Bay: Long-serving financial consultant for the Town having conducted multiple water and sewer rate studies and capacity fee studies. Assisted the Town in recovering costs for new wastewater regulatory requirements.

Root Creek Water District (Madera County): Financial plan for the District's groundwater basin and agricultural water service. Water, sewer, and storm drain rates and development fees for municipal service.

Stege Sanitary District (Contra Costa County): Sewer rate and connection fee study. Conducted extensive review of water usage patterns to determine flow rates of customer classes. Proposed a 5-year phase-in for a new multifamily rate.

Templeton CSD (San Luis Obispo County): Completed a water and sewer rate study. Conducted an analysis of the District's four water sources, determined the marginal cost of each source, and assigned each source to a water rate tier. Evaluated the transition of the District from regional wastewater treatment to local treatment.

Summerland Sanitary District: Conducted a sewer rate study in response to a legal challenge of the District's rates by a prior consultant. Reviewed winter water usage data and updated flow estimates for about 480 parcels.

Catherine Tseng



catherine@
LTmuniconsultants.com



(510) 858-9228



909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 6 years Co-founder and Principal at L&T Municipal Consultants
- 10 years prior consulting experience: Vice President at Bartle Wells Associates
- 2 years civil servant: City of Oakland
- Specializes in utility rates, capacity charge, and financing plans for public works projects, and Proposition 218 compliance

EDUCATION

- **Columbia University**
Master of Urban Planning
- **University of California, Berkeley**
Bachelor of Arts
Architecture

REPRESENTATIVE ASSIGNMENTS

City of Chowchilla: Completed a water, sewer, storm drain, and solid waste rate study. Rates will support the City's recent bond issuances and overcome prior deficit spending for the solid waste enterprise.

City of San Fernando: Water and sewer financial plan and rate study and Proposition 218 printing and mailing. Offered rate options to meet affordability criteria including funding of only high priority projects.

City of Anderson: Completed a water rate study to address depleting reserves. Analyzed multiple rate scenarios to minimize impacts to customers. Currently updating the rate study to provide needed funding for infrastructure improvements.

City of Brisbane: Conducted a water and sewer rate study in 2023. The City last updated rates in 2013 but had not done a comprehensive cost of service analysis since 2001. The update simplified the water and sewer rate structures to reflect actual costs.

City of Rio Dell: Completed a water and sewer rate study in 2022 to fund mandated capital projects and eliminate operating deficit.

City of Davis: Water financial plan and rate study assessing various conservation-oriented water rate structures and developed drought surcharge. Worked closely with citizens' advisory committee to develop recommendations to City Council.

Peter Carey



peter@
LTmuniconsultants.com



(716) 696-2073

EDUCATION

- **University of California, Merced**
Doctorate of Philosophy
Political Science
- **University at Buffalo, SUNY**
Master of Arts
International Relations

REPRESENTATIVE ASSIGNMENTS

City of Kerman: Currently completing a water, sewer, and storm drain rate study.

Keeler CSD: Currently working on a water rate study with the objective of adjusting the current rates to a sustainable level.

City of Anderson: Assisting with a water rate study update to address deferred maintenance and infrastructure needs. Evaluating options to phase out allotment in current rate structure while minimizing impacts to customers.

3. UNDERSTANDING & APPROACH

SPECIALIZED APPROACH

Financial Planning

The fundamental objective for this rate study is to provide compliance with legal requirements while ensuring that the City’s wastewater utility is self-sufficient. Our study will include a comprehensive review of the wastewater utility’s finances, including operating costs, reserve funds, and deferred maintenance and capital funding needs to ensure that rates cover the full cost of providing service. We are proponents of simplicity and respecting the current financial and political climate while phasing-in rate adjustments.

L&T will provide cash flow analyses in an Excel-based model fed by a financial dashboard showing how each variable impacts the City’s bottom line. L&T will work closely with the City to determine which financial parameters are most important (meeting debt coverage, rate impacts, accumulating reserves, funding capital projects, etc.) and incorporate them into our alternatives. As an example of our work, we recently provided a financial master plan and custom model for the Fresno Irrigation District, which has six inter-linked funds and an annual budget of about \$18 million.

Screenshot of a recent financial dashboard created by L&T for a public agency client

Year	Year	Rates		Water Sales	Debt Proceeds	Grant Revenue	Capital Projects Funded	Debt Coverage		Combined Minimum Balance Test
		% Increase	Revenue					Test	Ratio	
2024	1	0.0%	\$12,534,000	\$0	\$0	\$0	\$5,270,000	FAIL	-1.08	PASS
2025	2	0.0%	\$12,534,000	\$0	\$0	\$0	\$349,000	FAIL	-1.23	FAIL
2026	3	0.0%	\$12,534,000	\$0	\$0	\$0	\$0	FAIL	-1.38	FAIL
2027	4	0.0%	\$12,534,000	\$0	\$0	\$0	\$0	FAIL	-1.54	FAIL
2028	5	0.0%	\$12,534,000	\$0	\$0	\$0	\$0	FAIL	-1.71	FAIL
Subtotal		0.0%	\$62,670,000	\$0	\$0	\$0	\$5,619,000			
		(cumulative) (1)				All Funded?	NO			

1 - Cumulative increase from 2023 through 2028

Registered Municipal Advisor

Lechowicz & Tseng Municipal Consultants is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities Exchange Commission (SEC). We are able to provide detailed advice regarding the timing and structure of debt and the adequacy of rate revenues to meet debt coverage requirements. As a registered advisor, Principal Alison Lechowicz can provide a detailed comparison of financing options and make recommendations, if appropriate.

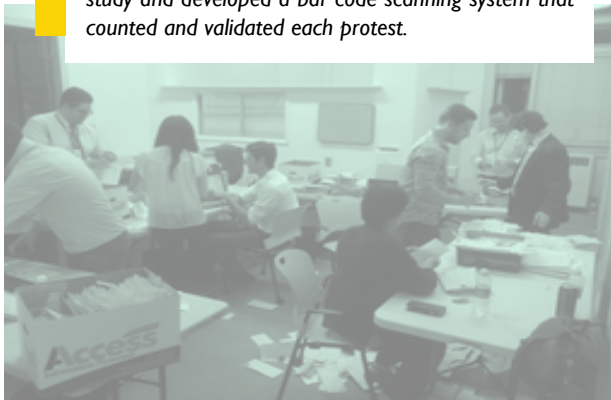
Rate Design

To ensure compliance with Proposition 218, we will update the underlying flow and loading assumptions for each customer class. We will fully document all underlying flow and pollutant estimates used in our analysis. If modifications to the current rate structure are needed or desired, we will work with the project team to phase in modifications, clearly explain why the changes are needed, and minimize the impact on ratepayers. Additionally, we will take into consideration staff's time and capabilities to administer any changes and will ensure that the City's billing system can accommodate proposed rate structure adjustments.

Public Approval

L&T has a breadth of experience with controversial rate, fee, and tax increases. We are equipped to handle many of the administrative tasks such as drafting, printing, and mailing notices, if appropriate. Alison and Catherine performed similar services for the cities of Alameda, Berkeley, Emeryville, and Modesto, the McMullin Area Groundwater Sustainability Agency (GSA), and the South Fork Kings GSA.

Pictured below: Proposition 218 sewer rate protest ballot tabulation for the City of Berkeley. Alison Lechowicz served as project manager for the City's rate study and developed a bar code scanning system that counted and validated each protest.



We find that when the ratepayers understand the need for the fees and the basis of costs they are more accepting of increases. Outreach is particularly important for smaller public agencies as they have a greater risk of ratepayers garnering a 50% majority protest to deny a rate adjustment. L&T's strategy is to meet with interested stakeholders early in the assignment to hear concerns and clearly explain the need for fees. This process has been extremely beneficial in other studies that we've completed. As example, Alison conducted Public Works workshops for the Cities of Berkeley and Modesto. She also met with developers regarding rate and fee studies

conducted for the Town of Discovery Bay and the Templeton Community Services District. Catherine Tseng worked with the 15-member Water Advisory Committee in the City of Davis. The objective is to demonstrate the value of the City's services to ratepayers. We will draft public notices, newsletters, and web or social media postings as appropriate. L&T is happy to lead public presentations.

PROJECT MANAGEMENT PHILOSOPHY

Our approach to our work is simple – we roll up our sleeves and get the job done. When initiating a project, it's impossible to know every twist and turn an assignment may take. Unexpected issues may arise, out of scope tasks may be required, and political sensitivities may become uncovered. L&T strives to be flexible and responsive to our clients. We remain available to take on additional tasks, coordinate between departments, agencies, and contractors, attend evening meetings, make presentations, and provide clerical support such as printing and mailing of public notices. Successful projects consist of both major deliverables and many small administrative tasks. Lechowicz & Tseng maintains high client satisfaction because we take responsibility for all aspects of our assignments.

We have an excellent track record of completing assignments on-time. L&T will be responsible for all project analysis and the preparation of meeting and presentation materials for the project team and Council meetings. L&T strives to be flexible and responsive to our clients. During project initiation, we will finalize the schedule and set deliverables by working backwards from the desired Proposition 218 hearing date. We will provide bi-weekly check-ins and monthly billing summaries to ensure that the project is on schedule and within budget.

We provide value to our clients by taking the lead in data collection, analysis, and outreach. Furthermore, we remain available to take on additional tasks, coordinate between agencies, attend additional meetings, make presentations, and provide clerical support such as printing and mailing of public notices. Successful projects consist of both major deliverables and many small administrative tasks. Lechowicz & Tseng maintains high client satisfaction because we take responsibility for all aspects of our assignments.

REQUESTED INTERACTION WITH CITY

L&T understands that the rate study process can be burdensome for public agencies. Our goal is to take on as many administrative tasks as possible to streamline the study. L&T will be responsible for all project analysis and the preparation of meeting and presentation materials for project team and Council meetings. L&T will also draft the final study report as well as the Proposition 218 mailer and additional public outreach materials as requested by the City. Expected time commitment and information required from City staff can be estimated based on the following tasks:

- Respond to L&T's data request consisting of items such as: budgets, audits, utility billing data, capital improvement plans, and master plans
- Attend kickoff and progress meetings (agenda and materials will be provided in advance)
- Review and comment upon draft and final reports
- Coordinate and schedule meetings with City Council

EXPERIENCE WITH SIMILAR AGENCIES

Provided below are listings of L&T’s recent projects. The vast majority of our municipal rate studies over the past six years have been for agencies serving populations of 30,000 or fewer. We understand the administrative burden of the rate study process and will take the lead in Proposition 218 implementation.

CLIENT	ACCOUNTS OR PARCELS	PROJECT
Auburn Valley CSD	140	Water and Sewer Rate Study (2023)
Summerland Sanitary District	480	Financial Plan – Phase 1 (2023) Sewer Rate Study – Phase 2 (ongoing)
Nipomo CSD (Blacklake)	557	Blacklake Sewer Rate Study (2018) Blacklake Streetlight Rate Study (2022)
McMullin Area GSA	1,150	Groundwater Fee Study (2018 & 2023)
Maywood Mutual Water Co.	1,200	Water Rate Study (2022)
City of Rio Dell	1,300	Water and Sewer Rate Study (2022)
Calaveras Public Utility District	2,100	Water Rate Study (2023)
City of Brisbane	2,000	Water and Sewer Rate Study (2023)
City of Gonzales	2,000	Water and Sewer Rate Study (ongoing)
City of Waterford	2,500	Sewer Rate Study (2019)
Templeton CSD	2,800	Water and Sewer Rate Study (2018)
City of Tehachapi	3,000	Water and Sewer Connection Fee Study (2020) Parks and Civic Connection Fee Study (2021)
City of Kerman	3,800	Water and Sewer Rate Study (2018) Water and Sewer Rate Study Update (ongoing)
City of Chowchilla	3,900	Utilities Rate Study (2020)
City of Anderson	4,000	Water Rate Study (2021) Water Rate Study Update (ongoing)
City of San Fernando	5,000	Water and Sewer Rate Study (2019)
City of Wasco	5,100	Water and Sewer Rate Study (2023)
Town of Discovery Bay CSD	6,200	Water and Wastewater Rate Study (2020) Water and Wastewater Capacity Fee Study (2022)

CSD – Community Services District; GSA – Groundwater Sustainability Agency

4. SCOPE OF WORK

SCOPE OF SERVICES

Provided below is our suggested scope of services which elaborates on our project approach and methodology. L&T will work with the City to finalize a scope tailored to meet your needs.



Task 1:
Data Gathering



Task 2:
Financial Plan



Task 3:
Cost Allocation



Task 4:
Rate Design



Task 5:
Report &
Model



Task 6:
Meetings &
Presentations



Task 7:
Proposition
218 Mailing

Task 1 – Project Kickoff and Data Gathering

Kickoff Meeting

L&T will meet with City staff for a project kickoff meeting to review study goals, milestones, identify project team members, and determine roles and responsibilities.

Data Gathering

Assemble the necessary data to complete the study. The goal is to understand the City's financial standing, current rate structure, and utility billing information. A data needs list will be provided to the City prior to the kickoff meeting.

Task 2 – Wastewater Financial Plan

Annual Revenue Requirements

With staff input, we will estimate future operating and capital expenditures to estimate annual revenue needs. We will factor in projections of growth, repairs and replacements, cost escalation, sewer flows,

regulatory compliance, and operational changes to ensure that all future expenses are included. L&T will work with the City to determine appropriate inflationary increases.

Review Reserve Fund Targets

This subtask involves reviewing the current operating and capital reserve balances for each utility and evaluating reserve targets for emergency reserves, rate stability reserves, long term capital reserves, short term capital reserves, or other categories as appropriate. At minimum, our analysis will review the age and condition of the systems, annual depreciation costs, debt service reserves, and expenses related to emergencies.

Evaluate Debt Service Coverage

L&T will review budgets, audits, and bond disclosure documents to understand current debt obligations. We will determine current coverage ratios based on net operating revenues compared to annual debt service expenses. We can also evaluate if the utilities have capacity to take on additional debt at the current revenues. Our final rate recommendations will include projections for the City to meet its coverage requirements in the years to come.

Review Capital Improvement Needs

Our cash flow analysis will isolate the impacts of capital funding separate from increases needed to fund other utility expenses. Typically, L&T suggests three capital funding scenarios: 1) bare bones: fund only critical improvements, 2) priority funding: fund critical projects plus high-priority, level of service improvements, and 3) full funding: fund all proposed projects. We will work with the City to determine project affordability and adjust our rate recommendations accordingly. L&T will review various financing options to fund capital needs, including pay-as-you-go/cash funding and other debt financing alternatives, such as State loans/grants, bank loans, and certificates of participation/bonds.

Cash Flow Projections

Annual revenue requirements and capital funding needs will be used to develop long-term wastewater cash flow projections summarizing the financial position of the utilities over the next 10 years. The cash flow projections will estimate rate increases needed to meet annual revenue requirements, debt obligations, and reserve fund targets. Based on input from the project team, L&T will incorporate rate sensitivity analysis to determine affordability.

Task 3 – Cost Allocation

Evaluate Customer Billing Data

We will evaluate current billing and consumption data to estimate sewer flow. For residential customers, we will estimate a standard flow using average winter water use. This will serve as the basis for the residential rates. We will also update the pollutant loadings and strength characteristics of each customer class to determine whether modifications are warranted.

Functionalize Costs

Functionalization is the allocation of expenses by major operating activities for the utility, including water supply, peak pumping, treatment, storage, transmission, overhead, and administration. Sewer categories will consist of customer service, flow, BOD, and TSS.

Allocation to Customer Classes

After costs have been categorized by function, costs are then allocated to each customer class based on water demand and sewer flow and loading characteristics. The result produces revenue requirements for each customer class which can be recovered via fixed charges and usage rates. The allocation to customer classes will be based industry best practices and meet the proportionality requirements of Proposition 218.

Task 4 – Rate Design

Assess Rate Structure and Customer Classifications

Review the City's current rate structures and customer classifications to assess the advantages and disadvantages of the existing systems and to determine compliance with industry standards and court rulings. While compliance with Proposition 218 will guide all our recommendations, additional criteria may include: ease of understanding, revenue stability, the impact on customer bills, public implementation, compatibility with the existing billing system, and staff effort needed for administration.

Calculate Bill Impacts

Based on the recommended rates, calculate the bill impacts for a sample of typical customers including both residential and non-residential.

Finalize Recommendations

Our rate recommendations will include multi-year rate increases and possible rate structure modifications based on input from staff. We will calculate the impacts to ratepayers, and if needed, develop an implementation plan to phase-in adjustments to ease the impact on customers.

Survey of Local Rates

We will prepare a survey comparing the City's current and proposed residential sewer bills to regional agencies. The survey will be summarized in tables and charts that can be used for outreach, presentations, and the final report. We will also prepare bill comparisons for different customer classes if requested. The final list of surveyed agencies will be determined by the City.

Task 5 – Draft and Final Reports

Submit a draft summary report for City review and feedback. The report will summarize findings and recommendations and discuss key alternatives when applicable. The final report will reflect input received. Our reports are intended to serve as the administrative record for the City and will be compliant with Propositions 218 and 26. All study materials will be submitted to the City in their native format (Word, Excel, PowerPoint, etc.).

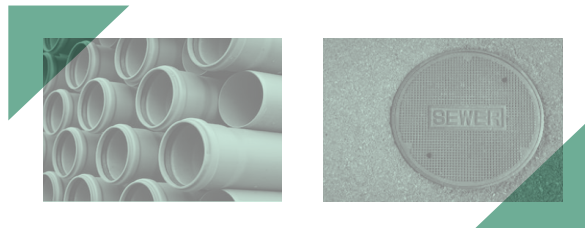
Task 6 – Meetings & Presentations

To begin the study, we will hold an in-person kickoff meeting with the City. We will conduct our analysis and hold a virtual meeting with staff to review initial recommendations. The next step is to provide a presentation of our draft findings to City Council, revise our materials as needed, and provide a presentation of our final recommendations. Our final meeting will be attendance at the Proposition 218 public hearing for rate adoption. In total, our proposal includes four in-person meetings in addition to virtual progress meetings with staff.

Task 7 – Proposition 218 Assistance

L&T is available to provide comprehensive Proposition 218 procedural assistance including printing and mailing of notices. We recommend that the City use the Proposition 218 notice as an outreach opportunity to explain the legal requirements behind why the rate adjustments are needed and to highlight what the City has done to help reduce costs.

L&T will coordinate and conduct all deliverables associated with compliance with Proposition 218 including: developing and validating the affected property owner mailing list with the City's billed customers, drafting the Proposition 218 notice, translating the notice into Spanish or other languages if needed, printing the notices, and certifying the mailing of the notices. We will coordinate with our printing service to print and mail the notices more than 45 days in advance of the hearing. At the public hearing, we will certify the protest tally to City Council.



RATE STUDY DELIVERABLES

- Data request list
- Kickoff meeting
- Virtual progress meetings with staff and action items distributed to the project team
- Debt coverage projection and future debt capacity
- Review of prudent reserves and recommended reserve fund levels
- Cash flows with anticipated funding sources and cost recovery
- Ten-Year Financial Plan
- Analysis of fixed and variable operating and capital costs
- Assessment of customer characteristics including water use/sewer flow, strength loading, and number of accounts
- Evaluation of potential cost-saving measures
- Rate design alternatives, if warranted
- Options for inflationary rate increases
- Final five-year rate projections
- Bill impacts and rate survey of local agencies
- Sample Bills
- Draft and final reports
- Financial model in Excel and staff training in the use of the model
- Proposition 218 public notice draft and/or educational materials
- Four (4) in-person meetings/presentations with the City
- Printing and mailing of the Proposition 218 public notice

INFORMATION NEEDS LIST

1) Financial Information

- a) Current wastewater budget
- b) Historical financial results in budget format for past 3 years
- c) Most recent audited financial statements
- d) Breakdown of current reserve balances
- e) Outstanding debt service schedules
- f) Reserve fund policies

2) Customer and Usage Information

- a) Current number of sewer accounts by customer class
- b) Excel files of water usage & billing data for past 3 years
- c) Growth projections

3) Infrastructure and Capital Improvement

- a) Capital Improvement Plans
- b) Most recent Wastewater Master Plan
- c) Sewer System Management Plan

5. PROJECT SCHEDULE

SCHEDULE

Provided below is Lechowicz & Tseng’s draft schedule for the rate study with the project completed by April 30, 2024. We are flexible to adjust the schedule as needed.

PROJECT TASK	NOV	DEC	JAN	FEB	MAR	APR
1. Kickoff & Data Gathering	[Shaded]					
2. Financial Plan		[Shaded]				
3. Cost Allocation		[Shaded]				
4. Rate Design		[Shaded]				
5. Reports & Model				[D]	[F]	
6/7. Meetings & Prop 218	[1]	[V]	[V]	[2]	[V]	[3] PROP 218 [4]

1-4 – in-person meetings; V – virtual meeting; D – draft report submitted; F – final report and Prop 218 notice submitted

MEETINGS

Provided below is a sample meeting schedule that will be updated with input from the project team. In addition to four (4) in-person meetings, our proposal includes virtual meetings for progress meetings with staff.

<i>In-person Meeting #1</i>	Kickoff meeting with Project Team
<i>Virtual Meeting #1</i>	Review preliminary findings with Project Team
<i>Virtual Meeting #2</i>	Review draft recommendations with Project Team
<i>In-Person Meeting #2</i>	Present draft findings and recommendations to City Council
<i>Virtual Meeting #3</i>	Review input from Council and revised recommendations with Project Team
<i>In-Person Meeting #3</i>	Present final report to City Council; initiate Proposition 218 process
<i>In-Person Meeting #4</i>	Proposition 218 Public Hearing to adopt rates

6. REFERENCES

Provided below are three project references. Additional references are available upon request. L&T has provided utility rate studies to a wide range of public agencies throughout California.

CITY OF KERMAN

Water and Sewer Rate Study

Kerman is a city of about 14,000 people located in Fresno County about 15 miles west of the City of Fresno. October 2018, L&T completed a Water and Sewer Rate Study for the City and is currently engaged to conduct an update. Alison Lechowicz served as lead analyst and project manager.



The rate study corresponded with the City's water metering project. A key element was to project water use for newly metered customers (about half the service area). We compared the characteristics of the fully metered and newly metered customers to conservatively estimate water consumption. As part of the study, Ms. Lechowicz advocated for ongoing pipeline replacement funding. Prior to this effort, City policy was to forego main replacements to keep rates as low as possible. L&T was successful in raising the rates to reinvest in infrastructure to avoid costly future repairs.

Josefina Alvarez
Finance Director
850 S. Madera Avenue
Kerman, Ca 93630
jalvarez@cityofkerman.org
(559) 846-4682

Rate design was a key issue for the sewer rates. The City's prior rate study assigned significantly lower cost to multifamily customers compared to single family customers. Staff was concerned that multifamily customers were not paying their fair share of customer service and maintenance expenses. L&T conducted a cost allocation and flow analysis to justify a rate adjustment for multifamily customers.

Ms. Lechowicz assisted the City with Proposition 218 implementation. Activities included drafting the public notice, reviewing edits with the City Attorney, answering procedural questions, attending the public hearing, and certifying the protest vote tabulation.

In July 2023, the City selected L&T to update the water, sewer and storm rates. The study is currently underway with a Proposition 218 hearing tentatively scheduled for December.

CITY OF CHOWCHILLA



Water, Sewer, Solid Waste and Storm Rate Study

June 2020, L&T finalized a comprehensive utilities rate study for the City of Chowchilla’s water, sewer, solid waste, and storm water enterprises. Alison Lechowicz served as co-financial analyst and Catherine Tseng served as co-financial analyst and project manager. Located in Madera County, the City operates and maintains the water, sewer, and storm water utilities. The last water and sewer rate study was conducted in 2012 in which the City adopted water and sewer rates through 2021. However, rates for the solid waste and storm drain utilities had not been increased in over 10 years.

L&T developed three rate options based on varying levels of capital funding for water, sewer, and storm water. The rate options for solid waste were based on repayment of an interfund loan to the General Fund. Since the last water and sewer rate study, the City had completed metering all customers, and the non-metered rates had been phased out. Because the City was only in the second year of being fully metered, historical consumption data was limited. The study included updated cost of service analysis and recommended rate adjustments through FY2024/25. L&T also managed the drafting, printing, and mailing of the Proposition 218 notice.

Mid Valley Disposal is the City’s solid waste hauler and sets base rates for service. L&T analyzed additional costs of service including City administration, overhead cost allocation, capital outlay cost allocation, recommended replenishment of reserves, and repayment of operating deficits. We offered three planning scenarios based on repayment options of the interfund loan (used to cover deficits). The study included updated cost of service analysis and recommended rate adjustments through FY2024/25.

The City Council approved rate increases for the water, sewer, and solid waste utilities but will reconsider the storm drain rates in the future once the procedure for adopting storm drain rates has been successfully implemented by other agencies in the State.

Jason Rogers
Director of Public Works
130 S. 2nd Street
Chowchilla, CA 93610
jrogers@cityofchowchilla.org
(559) 665-8615, x300

CITY OF GONZALES



Water and Sewer Rate Study

The City of Gonzales is located on Highway 101 in Monterey County and serves a population of about 8,700 residents. September 2023, L&T submitted a final Water and Sewer Rate Study Report to the City and the Proposition 218 public hearing is scheduled for November 20. Alison Lechowicz served as project manager for the study.

The City's existing wastewater treatment plant is at capacity and the City is facing capital funding needs of \$30 million to construct a new industrial treatment plant and make improvements to its domestic treatment stream. L&T worked extensively with City staff, outside engineers, and State Revolving Fund loan officers to determine a financial plan and rate schedule that will meet the City's needs.

Decades had passed since the City conducted a comprehensive rate study and the City had implemented inflationary increases to keep up with costs. These increases are not sufficient to fund upcoming debt service costs for the new treatment plant. L&T provided options to the City for increasing the cost of service as well as adjusting its rate structure. We reviewed winter water use statistics to determine typical residential sewer flows and analyzed the metered effluent records of industrial customers. As part of our study, we held two workshops with the industrial customers to explain the need for rate adjustments and provide sample bill impacts.

Patrick Dobbins
Director of Public Works
147 Fourth Street
Gonzales, CA 93926
pdobbins@ci.gonzales.ca.us
(831) 324-2320

Ms. Lechowicz provided two presentations to City Council to summarize our rate recommendations. Ms. Sophia Mills provided Spanish translations of our materials. Proposition 218 outreach was included in our scope of services. We drafted the notice of public hearing, coordinated with the City Attorney for legal review, and conducted the printing and mailing.



THANK YOU



909 Marina Village Parkway #135 | Alameda, CA 94501 | (510) 545-3182 | www.LTmuniconsultants.com

**AGREEMENT FOR
PROFESSIONAL SERVICES
(Between the City of Waterford
and LECHOWICZ + TSENG MUNICIPAL CONSULTANTS)**

THIS AGREEMENT made this 19th day of October, 2023 between LECHOWICZ + TSENG MUNICIPAL CONSULTANTS, having a principal place of business at ALAMEDA, CA, hereinafter referred to as the “Consultant”, and The City of Waterford, hereinafter referred to as the “City”, 101 “E” Street, P.O. Box 199, Waterford, CA 95386.

Legal Status of CITY

The City is a General Law City, a municipal corporation formed under the laws of the State of California.

Legal Status

The Consultant is a Corporation operating under the laws of the State of California and is in the business of municipal consulting services.

Business of CITY

The City performs municipal functions through its City and related entities.

Independent Contractor

In the performance of the work, duties and obligations devolving upon Consultant under this agreement, it is mutually agreed and understood that Consultant is an independent contractor, and the sole interest and responsibility of City is to assure that the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

Work Schedule

Consultant will exercise its best efforts to complete tasks on the schedule agreed upon between Consultant and City’s representative, the City Manager.

Term of Agreement

This agreement shall become effective as of the date hereinabove stated and shall continue in effect as noted in the attachment. The City shall have the right to extend the term of this Contract.

Compensated Services to Be Performed by Consultant

Consultant agrees to perform the services set forth in the proposal attached hereto as **Exhibit A**. Work products as a result of this scope shall become the property of the City, and made available to the City at its request within a reasonable time of being requested.

Payment for all services performed by the Consultant shall be as set forth and shall be considered as full compensation for all personnel, consultants, materials, supplies, services and equipment used in carrying out the work described by this Contract.

Insurance

1. Category 1 “Low Risk”

Insurance Requirements

- i. Commercial General Liability
 - a. Vendor 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 one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. 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. Vendor’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 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
 - b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.
 - c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - d. Coverage shall contain a waiver of subrogation in favor of the City.
- ii. Business Automobile Liability
 - a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than one million dollars (\$1,000,000) per accident.
- iii. Workers’ Compensation and Employers’ Liability - Statutory
 - a. Vendor shall maintain Workers’ Compensation Insurance and Employer’s Liability Insurance with limits of at least one million

dollars (\$1,000,000). Vendor 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.

(Coverage can be waived by city, if vendor, in writing, confirms not required to carry coverage)

iv. Professional Liability Insurance

i. Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

v. All Coverages

i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

iii. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

Indemnity

Indemnification. When the law establishes a professional standard of

care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

Compliance

The Consultant shall keep itself fully informed of and shall observe and comply with and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with all federal, state, county and municipal laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

Billing

The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until **six (6)**

months after the final payments under this Contract are made to the Consultant.

Termination Upon Notice

This Agreement may be terminated by the City by giving the Consultant **thirty (30) days** written notice to the other party.

Termination for Unsatisfactory Performance

Should the City at any time become dissatisfied with the Consultant's performance under this Agreement, City may terminate this Agreement immediately upon giving notice in writing to the Consultant. The City shall be the sole judge as to whether the performance of the Consultant is satisfactory.

Time is of the Essence

Time is of the essence of this Agreement.

Arbitration

Any dispute arising under this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction.

Notices

Any notices to be given hereunder by either party to the other, may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the introductory paragraph of this agreement, but each party may change address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of **five (5) days** after mailing.

Entire Contract

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

Partial Invalidity

Partial invalidity of this agreement shall not affect the remainder.

Governing Law

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first hereinabove written.

“CITY”

City of Waterford

“CONSULTANT”

**Lechowicz & Tseng
Municipal Consultants**

By: _____
Michael G. Pitcock
City Manager

By: _____

ATTEST:

Patricia Krause, CMC,
City Clerk / Administrative Services Director

APPROVED AS TO FORM:

Corbett J. Browning
City Attorney

EXHIBIT "A"



Lechowicz & Tseng Municipal Consultants
 (510) 545-3182
 LTmuniconsultants.com

COST ESTIMATE

NOT TO EXCEED FEE

The following table outlines Lechowicz & Tseng Municipal Consultants' proposed budget by task. Our not-to-exceed Fee Estimate includes four (4) in-person meetings. The proposed fee is comprised of \$18,110 for the Wastewater Rate Study and \$6,750 for the coordination and printing of the Proposition 218 mailer. We remain flexible to refine our scope and price proposal to meet the City's needs.

PROJECT TASKS	HOURS				DIRECT EXPENSES	BUDGET
	Lechowicz Project Mgr \$195/hour	Tseng Peer Review \$195/hour	Carey Financial \$120/hour	Total		
1. Kickoff & Data Gathering	2	0	4	6		\$870
2. Financial Plan	8	2	12	22		\$3,390
3. Cost Allocation	4	0	8	12		\$1,740
4. Rate Design	4	0	4	8		\$1,260
5. Reports & Model	12	2	10	24		\$3,930
6. Meetings and Presentation	24	0	12	36	\$800	\$6,920
Subtotal	54	4	50	108	\$800	\$18,110
7. Prop 218 Assistance & Mailer*	4	0	6	10	\$5,250	\$6,750
PROJECT BUDGET	58	4	56	118	\$6,050	\$24,860

* *Proposition 218 Mailer*- The budget includes the estimated cost to print and mail the Proposition 218 notices based on our experience with other public agencies of similar size. Direct expenses can vary based on the specifications for the Proposition 218 notices such as black and white or color, number of pages, envelope or postcard configuration, English only or English and Spanish translations, etc. Printing costs are billed at cost (no markup) plus L&T staff time to manage the process.

BILLING RATE SCHEDULE 2023/2024

Lechowicz & Tseng's hourly rate is \$195 for principals and \$120 for staff analysts. No subconsultants are needed for this assignment. Professional time rates include all overhead and indirect costs. Direct expenses incurred on behalf of the client will be billed at cost. Direct expenses include, but are not limited to:

- Travel, meals, lodging
- Printing and report binding
- Outside computer services or software development
- Automobile mileage
- Courier services and mailing costs
- Special legal services



General Business 6c

October 19, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Motion: Awarding Bid and Approving an Agreement with Taylor Backhoe Service, Inc. in the Amount of \$631,457.28 for Project No. 2023-08, “Western Ave, Pecan Ave, and Dorsey St. Improvements” and Authorizing the City Manager to Execute the Agreement.

SUMMARY:

The City Council is being asked to award bid and approving an agreement with United Pavement Maintenance, Inc. in the amount of \$631,457.28 for Project No. 2023-08 “Western Ave, Pecan Ave, and Dorsey St. Improvements” and authorizing the City Manager to execute the agreement.

ANALYSIS:

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

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

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

Following evaluation of the bids, the lowest bid received by United Pavement Maintenance was deemed non-responsive due to errors in filling out their bid packets as noted in the bid documents and as required by Housing and Urban Development (HUD). Due to this error, staff evaluated the next lowest bid and found Taylor Backhoe Service, Inc bid to be correct and deemed it responsive.

FISCAL IMPACT

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

The project budget is as follows:

Expenses

Total Project Cost	Construction Contract	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$757,748.72	\$631,457.28	\$63,145.72	\$31,572.86	\$31,572.86

Funding Source:

Funding Title	Funding Required	Budget Number
CDBG	\$699,848.27	2080-460-8290
	Total	\$757,748.72

ENVIRONMENTAL REVIEW:

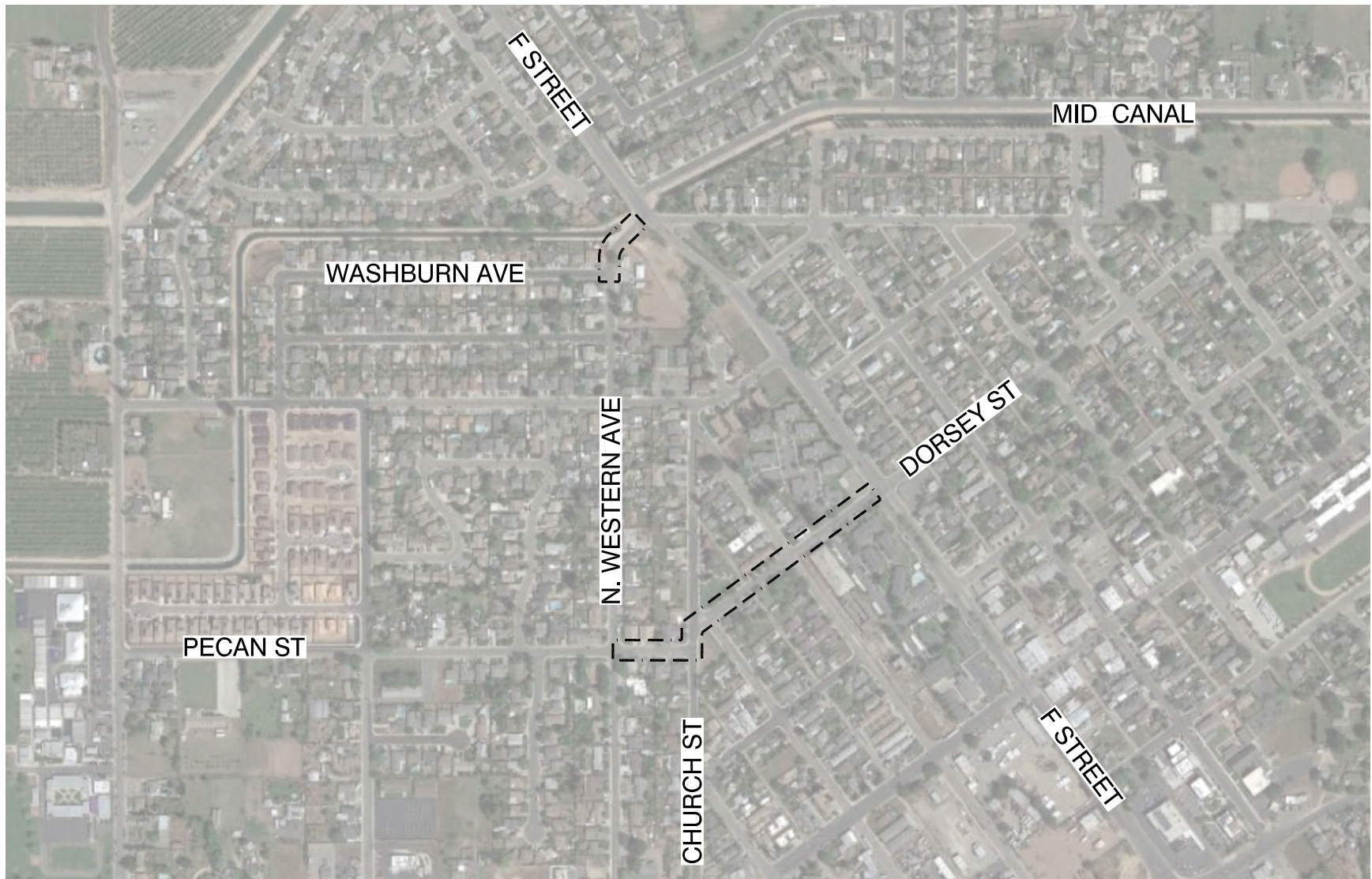
This project is categorically exempted according to Title 14, Chapter 3, Article 19 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), in accordance with Section 15301 "Existing Facilities."

ALTERNATIVES:

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

ATTACHMENTS:

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



FOOTPRINT MAP

WESTERN, PECAN, & DORSEY IMPROVEMENTS

WATERFORD, CA

DATE: MAY, 2023



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

NOTICE OF AWARD

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

To Taylor Backhoe Service Inc. (dba TBS Contractors)
(Contractor)

1605 E. Gerard Avenue
(Address)

Merced, CA 95341
(City, State, Zip)

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

It appears that it is to the best interest of said **Owner** to accept your Proposal in the amount of Six Hundred and Thirty-One Thousand Four Hundred and Fifty-Seven dollars and Twenty-Eight Cents
(written description of contract amount)

(\$631,457.28) you are hereby notified that your Proposal has been accepted.

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

Dated this 5th day of October , 2023.

OWNER: City of Waterford

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

This _____ day of _____, 20__

By _____

By _____

Title: _____

Title: _____

NOTICE TO PROCEED

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

To _____
(Contractor)

(Address)

(City, State, Zip)

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

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

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

OWNER: City of Waterford

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

This ____ day of _____, 20____

By _____

By _____

Title: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held firmly bound unto _____

hereinafter called "Owner", in the sum of _____

_____ dollars,

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

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

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

**PAYMENT BOND
(CONTINUED)**

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

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

(Contractor's Seal)

(Surety Seal)

By: _____
(Signature)

(Address & Telephone Number)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,

and _____ as Surety,

are held firmly bound unto _____

hereinafter called "Owner", in the sum of _____

_____ dollars,

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

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

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

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

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

(Contractor's Seal)

(Surety Seal)

By: _____
(Signature)

(Address & Telephone Number)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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

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

RECITALS

- (a) City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided, and execution of this Agreement.
- (b) A notice was duly published for bids for the contract for the improvement hereinafter described.
- (c) On October 5, 2023, after notice duly given, the City Council of said City awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- (d) City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope of Work:

Contractor shall perform the work described briefly as follows:

All work as specified on the Plans and in the Special Provisions, dated June, 2023 for the project, Western Ave, Pecan, Ave and Dorsey St. Improvements.

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

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance of Work:

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

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

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

5. Contract Price:

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

agreed to be done, the sum of: Six Hundred and Thirty-One Thousand, Four Hundred and Fifty-Seven dollars and Twenty-Eight Cents (\$631,457.28). Said price is determined by the unit prices contained in Contractor's bid. In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials will be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

The time fixed for the commencement of such work is ten (10) calendar days after the "Notice to Proceed" has been issued. The work on this project shall be completed on or before forty five (45) calendar days after the date of the "Notice to Proceed".

7. Rights of City to Increase Working Days:

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

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

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

sureties of its intention to terminate this Agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this Agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Liquidated Damages:

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

10. Performance by Sureties:

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

11. Disputes Pertaining to Payment for Work:

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

12. Permits, Compliance with Law:

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

13. Superintendence by Contractor:

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

14. Inspection by City:

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

15. Extra and/or Additional Work and Changes:

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

16. Inspection and Testing of Materials:

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

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

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

17. Permits and Care of the Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations

conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

18. Other Contracts:

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

19. Payments to Contractor:

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

20. Contract Security:

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

21. Indemnity:

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

22. Contractor's Insurance:

(a) Minimum Limits of Insurance

(1) General Liability

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

(2) Auto Liability

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

(3) Workers' Compensation

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

(b) Deductibles and Self-Insured Retention:

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

(c) Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverage

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

(2) All Coverage:

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

(d) Acceptability of Insurer:

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

In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the City, the Contractor shall furnish other policies or certificates in form and amount, and with companies satisfactory to the City. The Contractor shall not cause any policies to be canceled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to

cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

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

23. Proof of Carriage of Insurance:

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

24. Wages & Hours of Employment:

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

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

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

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

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

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this Agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this Agreement. Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this Agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus ten percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or
- (c) City Council, by resolution, may suspend this Agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this Agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Agreement may have been suspended, as hereinabove provided, City Council may further suspend this Agreement, or either party hereto may, without incurring any liability, elect to declare this Agreement terminated upon the ground of impossibility of performance. In the event City declares this Agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Agreement rate for such portion of the Agreement as may have been performed, or

- (d) City may terminate this Agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this Agreement shall be terminated upon receipt by Contractor of such notice. In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

26. Provisions Cumulative:

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

27. Notices:

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

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

CITY MANAGER, CITY OF WATERFORD, P. O. BOX 199, WATERFORD, CA 95386

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

United Pavement Maintenance, Inc.

Po Box 1017

Hughson, CA 95326

Phone 209-883-4345

FAX 209-542-7069

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

City of Waterford

101 E. Street

Waterford, Ca 95386

Phone 209-874-2328

Fax 209-874-9656

28. Interpretation:

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

29. Anti-Trust Claims:

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

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

(Attach Contractor's
Notary Seal here)

By: _____
Contractor

Address: _____

Phone: _____

Federal Tax ID #

OR

Social Security #

CITY OF WATERFORD,
A MUNICIPAL CORPORATION

By: _____
Michael G. Pitcock, City Manager

APPROVED AS TO FORM:

By: _____
Corbett Browning, City Attorney

APPROVED AS TO SUFFICIENCY:

MCR ENGINEERING

By: _____
Rob Marler, City Engineer

ATTEST:

By: _____
Patricia Krause, City Clerk



OPENED
3:00pm

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

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



General Business 6d

October 19, 2023

Lonnie Statzer, Public Works Superintendent
City Council Staff Report

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

SUMMARY:

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

ANALYSIS:

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

On September 20, 2023, the City Manager deemed the damaged Well 1 an emergency and ordered repair to commence immediately without giving notice for bids to let contracts in accordance with Section 22050 of the Public Contract Code under the authority given to him through Council Resolution No. 2018-57 (Exhibit 1). The Emergency Declaration was due to the need to make repairs quickly as the complete failure of the well left River Pointe with only one well to help support the River Pointe and Waterford system. If staff were to bid the repairs out it would take approximately 2-3 months to develop plans and specs, advertise for bids, open bids and take a contract to council for award. Given that we had no definitive understanding of the needed repairs, we would have likely had to do two projects, one to diagnose the problem and a second to make the repairs leaving the well offline for more than 6 months. Therefore, the City Manager, in an effort to expedite repairs, declared an emergency and orders work to commence to diagnose and make repairs immediately. Staff will continue to update the Council at every Council meeting reaffirming the emergency exists until the emergency ceases.

FISCAL IMPACT:

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

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

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

ATTACHMENTS:

- Council Resolution 2018-57
- Howk Initial Repair Estimate

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

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

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

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

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

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

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

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

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

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

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

City of Waterford,

DocuSigned by:

Michael Van Winkle

Michael Van Winkle, Mayor

Attest:

DocuSigned by:

Miranda Lutzow

Miranda Lutzow, City Clerk

Approved as to Form:

DocuSigned by:

Corbett Browning

Corbett J. Browning, City Attorney



ESTIMATE

TO: City of Waterford

PROJECT: River Point East Well

MATERIAL

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

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

LABOR

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

LABOR TOTAL	9,960.00
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EQUIPMENT

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

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

TERMS:

PROJECT TOTAL: \$30,261.80

CUSTOMER SIGNATURE: _____

DATE: _____



General Business 6e

October 19, 2023

Lonnie Statzer Public Works Superintendent
City Council Staff Report

Motion: Approving Resolution 2023-50, Accepting Improvements for Project No. 2022-04. “Beard Park Improvements – Dog Park” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus Recorder’s Office.

SUMMARY:

The City Council is being asked to approve Resolution 2023-50, accepting improvements for Project No. 2022-04. “Beard Park Improvements – Dog Park” and authorize the City Engineer to file a Notice of Completion with the Stanislaus County Recorder’s Office.

ANALYSIS:

On March 8, 2021 the State of California Parks and Recreation Commission executed the contract for the Prop 68 Per Capita Grant with the City of Waterford in the amount of \$183,514.00 for the “Dog Park Project”. The project is located behind the Beard Park ballfield area, at the corner of Tim Bell and Bonnie Brae.

This project included:

- Upgrading the irrigation system
- Parking Lot
- Fencing
- Benches
- Drinking Fountains
- Large dog & Small dog area
- Obstacle Course
- Covered sitting area
- Planting Trees

This dog park was constructed by Amerine Systems and has been very well used since its opening in June.

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 Council	\$307,080.00
Change Order #1	Decrease number of bollards, benches, leash hooks and parking posts.	City Manager<10%	<\$29,785.29>
Change Order #2	Credit for Water Meter	City Manager<10%	<\$819.62>
Change Order #3	Add additional Grading and Seeding	City Manager<10%	\$1,950.00
		Final Contract Price	\$278,425.09

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

FISCAL IMPACT

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

The project budget is as follows:

Expenses

Total Project Cost	Construction Contract	Change Order	Design Engineering	Construction Engineering & Inspection
\$306,154.09	\$307,080.00	-\$28,654.91	\$13,864.50	\$13,864.50

Revenues:

Fund Title	Funding Required	Budget Number
Prop 68 Per Capita Grant	\$183,514.00	6580-580-5806
Parks CFF (Parks Fees)	\$122,640.09	6580-580-8288
	Total	\$306,154.09

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

1. Council could choose to not to accept the NOC.

ATTACHMENTS:

- Resolution 2023-50
- Notice of Completion
- Change Order 1-3
- Bid Log

**WATERFORD CITY COUNCIL
RESOLUTION # 2023-50**

**APPROVING RESOLUTION 2023-50, ACCEPTING IMPROVEMENTS FOR
PROJECT NO. 2022-04, “BEARD PARK IMPROVEMENTS PROJECT – DOG PARK”
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 “Beard Park Improvements – Dog Park” bid documents; and

WHEREAS, on or around June 2, 2022, a Contract was duly executed by and between Amerine Systems, 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 19th day of October 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF WATERFORD

Charlie Goeken, Mayor

ATTEST:

APPROVED AS TO FORM:

PATRICIA KRAUSE, CMC
City Clerk

CORBETT J. BROWNING
City Attorney

RECORDING REQUESTED BY
CITY OF WATERFORD
WHEN RECORDED MAIL TO:

City Engineer
City of Waterford
101 "E" Street
Waterford, California 95386

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

Notice is hereby given that:

1. The undersigned is a representative of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is the City of Waterford.
3. The full address of the owner 101 E Street, Waterford, California, 95386
4. The nature of the title of the owner is: In fee.
5. A work of improvement on the property hereinafter described was completed in October 19, 2023.
The name of the contractor, for such work of improvement was Amerine Systems.
6. The nature of the work of improvement was Dog Park Construction.
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 northeast corner of Beard Park.
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: 5/23/2022

Project: 2022-04 "Beard Park Remodel - Dog Park"

Contractor: Amerine Systems

Reason for Change: Per City staff's direction, several items were reduced at the start of the project.

Description	Quantity	Unit	Unit Price	Cost
Decrease Bid Item #11 "Bollards"	-8	EA	\$ 662.50	\$ (5,300.00)
Decrease Bid Item #19 "Deluxe Dog Paw Bench"	-7	SF	\$ 2,176.47	\$ (15,235.29)
Decrease Bid Item #24 "Custom Leash Hook"	-2	LF	\$ 2,150.00	\$ (4,300.00)
Decrease Bid Item #25 "Poodle Parking Post"	-2	LF	\$ 2,475.00	\$ (4,950.00)

Total Change Order: \$ **(29,785.29)**

Original Contract / Bid Amount: \$ 307,080.00

Amount of Previous Change Orders: \$ -

Revised Contract Amount: **\$ 277,294.71**

Recommended:

Robi Marler
City Engineer

Date: 5/23/2022

Accepted:

Jon P. [Signature]
Contractor

Date: 5/24/2022

Authorized:

City Administrator

Date: _____



CHANGE ORDER

Change Order No. 2

Date: 2/17/2023

Project: 2022-04 "Beard Park Remodel - Dog Park"

Contractor: Amerine Systems

Reason for Change: To avoid project completion being delayed, the City has provided a 1" water meter with the agreement that the material cost is to be credited.

Description	Quantity	Unit	Unit Price	Cost
Credit 1" Meter (mfg. by Badger) plus 7.88% tax - see attached pricing	-1	EA	\$ 712.71	\$ (712.71)
Material Markup (15%)	-1	LS	\$ 106.91	\$ (106.91)
			Total Change Order:	\$ (819.62)

Original Contract / Bid Amount: \$ 307,080.00

Amount of Previous Change Orders: \$ (29,785.29)

Revised Contract Amount: **\$ 276,475.09**

Recommended:

Rob Markin
City Engineer

Date: 2/17/2023

Accepted:

[Signature]
Contractor

Date: 4/13/23

Authorized:

[Signature]
City Administrator

Date: 4/18/23

Amerine Systems Inc.

BID PROPOSAL

DATE: 3/23/2023
PROJECT: Waterford Dog Park
LOCATION: Waterford

TOTAL PRICE: \$1,950.00

INCLUDES: Per discussion with Lonnie we talked about the removal of the hydroseed and adding grading and seeding to the undisturbed areas along the fence lines inbetween existing trees for a more uniform and better final product. Material, labor and equipment to .

EXCLUSIONS: *Any changes in scope of work with added costs by Owner. Owner to mow and remove existing grass and weeds (as much as they can, we will finish clearings the remaining grass and weeds after their attempt).*

CUSTOMER SIGNATURE:



DATE:

4/3/23

ANY QUESTIONS OR COMMENTS, PLEASE CONTACT ME.

Garrett Amerine
General Manager



We are a locally based contractor with over 40 years experience.

10866 CLEVELAND AVE. OAKDALE, CA. 95361
209-847-5968 EXT 2009
LIC # 493203 DIR # 1000005707
E-Mail -- gda@amerinesys.com



CHANGE ORDER

Change Order No. 3

Date: 4/10/2023

Project: 2022-04 "Beard Park Remodel - Dog Park"

Contractor: Amerine Systems

Reason for Change: (1) Per City staff's direction, the contractor will grade the entire site and plant seed to provide a more uniformed finish, in lieu of hydroseeding only the affected areas during construction.

Description	Quantity	Unit	Unit Price	Cost
1. Added Grading & Seeding, 1 LS (see attached)	1	LS	\$ 1,950.00	\$ 1,950.00

Total Change Order: \$ **1,950.00**

Original Contract / Bid Amount: \$ 307,080.00

Amount of Previous Change Orders: \$ (30,604.91)

Revised Contract Amount: **\$ 278,425.09**

Recommended: *Robi Mader*
City Engineer

Date: 4/10/2023

Accepted: *Amir P. Amis*
Contractor

Date: 4/11/23

Authorized: *[Signature]*
City Administrator

Date: 4/18/23



OPENED
3:00pm

BID SHEET OPENING LOG
2022-04 - Beard Park Improvements - Dog Park
BID OPENING: May 4, 2022 3:00PM

COMPANY NAME / CONTACT NAME	AMOUNT OF BID	BIDDERS BOND BOND COMPANY	CITY/STATE/ZIP
TBS CONTRACTORS	\$ 548,184.00	THE OHIO CASUALTY INSURANCE COMPANY	CHICO, CA
MARINA LANDSCAPE INC	\$ 493,931.00	BERKLEY INSURANCE COMPANY	WILMINGTON, DELAWARE
AMERINE SYSTEMS	\$ 307,080.00	OLD REPUBLIC SURETY COMPANY	WAUKESHA, WISCONSIN
STOCKBRIDGE GENERAL CONTRACTING INC	\$ 512,919.00	FIDELITY AND DEPOSIT COMPANY OF MARYLAND	BALTIMORE, MARYLAND



Informational Items 8

October 19, 2023

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

Informational Items.

SUMMARY:

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

FISCAL IMPACT:

N/A

ANALYSIS:

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

ENVIRONMENTAL REVIEW:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

8a: City Project List

City Projects

Streets

Name	Owner	Priority	Estimated Cost	Update
Yosemite Ave. Pedestrian Project (Caltrans)	Michael Pitcock Lonnie Statzer	High	\$6,000,000 (SHOPP)	Construction to begin September/October 2023
F Street Overlay	Michael Pitcock Lonnie Statzer	High	\$1,500,000 (Measure L)	Complete
F Street Improvements at Western	Michael Pitcock Lonnie Statzer	High	\$300,000 (STBG and CMAQ)	Complete
Dorsey, Pecan and Western Pedestrian and Roadway Improver	Michael Pitcock Lonnie Statzer	High	\$300,000 (CDBG)	Award scheduled for 10/19/23
Yosemite Pedestrian Improvements Reinway to Eucalyptus	Michael Pitcock Lonnie Statzer	High	\$946,000 (ATP)	In Environmental.
Yosemite at Pasadena Signal Improvements	Michael Pitcock Lonnie Statzer	High	\$600,000 (CMAQ)	In Design.
Skyline Road Improvements	Michael Pitcock Lonnie Statzer	High	\$450,000 (STBG)	Awarded. Scheduled to start in November.
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
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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)	warded. Construction to Start in October/November
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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