



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

**WATERFORD CITY COUNCIL REGULAR MEETING – December 7, 2023 - 6:30 PM**

**CALL TO ORDER &  
FLAG SALUTE:**

**Mayor Goeken**

**INVOCATION:**

**Pastor Pete Mar, Community Bible Church**

**ROLL CALL:**

**Mayor: Charlie Goeken**  
**Vice Mayor: Jill Kitchens**  
**Council Members: Christine Harris, Jamie Hilton, Elizabeth Talbott**

**ADOPTION OF AGENDA:**

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

**CONFLICT OF INTEREST DECLARATION:**

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

**1. PRESENTATIONS**

1a: PRESENTATION: A Presentation From The Waterford Historical Museum.

**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 2023-53, Approving the Warrant Register in the Amount of \$843,885.10 for the Period of November 7 to November 17, 2023.

3c: MOTION: Approving Minutes of the Regular City Council Meeting held November 16, 2023.

- 3d: RESOLUTION: Adopting Resolution 2023-54, Approving a 5-year Employment Agreement extension with Michael G. Pitcock to Serve as City Manager and authorize the Mayor to Execute the Agreement.
- 3e: MOTION: Accepting Compliance with Senate Bill 165 – Local Agency Special Tax and Bond Accountability Act for Fiscal Year 2022-2023.
- 3f: MOTION: Approving the Re-Appointment of Chris Barnes and Lynn Meshew to the Planning Commission, both for a 2-Year Term Ending July 2025 by majority vote of the City Council as provided in Waterford Municipal Code Section 2.24.010.
- 3g: MOTION: Approving the Re-appointment of Holly Fielder to the Parks & Recreation Commission, for a 2-Year Term Ending July 2025 by the Mayor, with Approval of the City Council as Provided in Waterford Municipal Code Section 2.28.010.
- 3h: MOTION: Approving the City of Waterford’s 2024 Local Appointments List for the Upcoming Vacancies on the City’s Boards and Commissions.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

- 6a: MOTION: Awarding Bid and Approving an Agreement with JPB Designs Inc. in the Amount of \$1,288,00.00 for Project No. 2023-13, “Community Center Remodel Project” and Authorizing the City Manager to Execute the Agreement. *(Statzer)*
- 6b: RESOLUTION: Approving Resolution 2023- 55, Accepting Improvements for Project No. 2023-14, “Emergency Repair of River Pointe Well 1” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder’s Office. *(Statzer)*

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

8. **INFORMATIONAL ITEMS**

- 8a: City Project List

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

- 9a: City Staff  
9b: City Council

10. **ADJOURNMENT / RECESS**

11. **CLOSED SESSION**

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](http://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](mailto:pkrause@cityofwaterford.org). Requests must be made as early as possible and at least two-full business days before the start of the meeting

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

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



11/29/2023

Patricia Krause, CMC, City Clerk      Date



**Presentations 1a**

December 7, 2023

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

**Presentation: Waterford Historical Society Presentation**

**SUMMARY:**

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

**ANALYSIS:**

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

**FISCAL IMPACT:**

No fiscal impact.

**ENVIRONMENTAL REVIEW:**

Not Applicable.

**ALTERNATIVES:**

Not Applicable.

**ATTACHMENTS:**

Not Applicable



**Consent Calendar 3a**

December 7, 2023

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

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

**SUMMARY:**

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

**ANALYSIS:**

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

**FISCAL IMPACT:**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ALTERNATIVES:**

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

**ATTACHMENTS:**

N/A



**Consent Calendar 3b**

December 7, 2023

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

**Resolution: Adopting Resolution 2023-53, Approving the Warrant Register in the Amount of \$843,885.10 for the Period of November 7 to November 17, 2023.**

**SUMMARY:**

Consider approving the Warrant Register for the period of November 7 to November 17, 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 November 7 to November 17, 2023

**FISCAL IMPACT:**

Payments for this period total \$843,885.10.

**ENVIRONMENTAL REVIEW:**

N/A

**ALTERNATIVES:**

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

**ATTACHMENTS:**

- Resolution #2023-53
- Check Register Report

# WATERFORD CITY COUNCIL

## RESOLUTION # 2023-53

	DATE	TOTAL	
<b>PAYROLL</b>	11/13/2023	\$	35,388.27
	11/13/2023	\$	1,131.73
<b>ACCOUNTS PAYABLE</b>	11/7/2023	\$	519,391.98
	11/13/2023	\$	17,802.07
	11/17/2023	\$	270,171.05
<b>TOTAL</b>		\$	843,885.10

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 December 7, 2023 By the following vote:**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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PATRICIA KRAUSE, CMC, CITY CLERK

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CHARLIE GOEKEN, MAYOR

# Payroll

## ACH Check Register

User: 'trish'  
Printed: 11/13/2023 - 10:11AM  
Batch: 00013.11.2023  
Include Partial: FALSE



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

Check Date	Check Number	Employee No	Employee Name	Amount
11/13/2023	0	1002		4,038.11
11/13/2023	0	1006		1,169.28
11/13/2023	0	1008		2,177.60
11/13/2023	0	1017		1,282.28
11/13/2023	0	1018		1,419.41
11/13/2023	0	2004		603.47
11/13/2023	0	2005		2,486.30
11/13/2023	0	2006		2,827.04
11/13/2023	0	2010		662.86
11/13/2023	0	2012		2,233.05
11/13/2023	0	2020		3,878.78
11/13/2023	0	2024		2,494.29
11/13/2023	0	2028		1,696.53
11/13/2023	0	2030		2,452.44
11/13/2023	0	2031		1,905.12
11/13/2023	0	2032		2,231.26
11/13/2023	0	2033		1,190.92
11/13/2023	0	3002		135.20
11/13/2023	0	3010		124.47
11/13/2023	0	3012		126.62
11/13/2023	0	3013		126.62
11/13/2023	0	3014		126.62
Total Employees:			22	Total: 35,388.27



# Payroll

## Computer Check Register

User: trish  
Printed: 11/13/2023 - 10:08AM  
Batch: 00013.11.2023



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

Check No	Check Date	Employee Information	Amount
2489	11/13/2023	2034	1,131.73
Total Number of Employees:		1	
Total for Payroll Check Run:			1,131.73

# Accounts Payable

## Computer Check Proof List by Vendor

User: tina  
 Printed: 11/07/2023 - 2:18PM  
 Batch: 00007.11.2023



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
116033	PAST DUE STATEMENTS FOR SEPTEMBER	91.73	11/07/2023	5050-700-7190	
116033	PAST DUE STATEMENTS FOR SEPTEMBER	22.93	11/07/2023	5070-800-7190	
116033	PAST DUE STATEMENTS FOR SEPTEMBER	91.73	11/07/2023	5071-800-7190	
116033	PAST DUE STATEMENTS FOR SEPTEMBER	22.94	11/07/2023	5072-800-7190	
116108	RECYCLING & PUBLIC MEETING FLYERS-	570.31	11/07/2023	1010-000-2764	
116109	OCTOBER 2023 - STATEMENTS	354.79	11/07/2023	5050-700-7190	
116109	OCTOBER 2023 - STATEMENTS	88.70	11/07/2023	5070-800-7190	
116109	OCTOBER 2023 - STATEMENTS	354.79	11/07/2023	5071-800-7190	
116109	OCTOBER 2023 - STATEMENTS	88.70	11/07/2023	5072-800-7190	
MP-20231024	PREPAID POSTAGE	680.00	11/07/2023	5050-700-7540	
MP-20231024	PREPAID POSTAGE	170.00	11/07/2023	5070-800-7540	
MP-20231024	PREPAID POSTAGE	680.00	11/07/2023	5071-800-7540	
MP-20231024	PREPAID POSTAGE	170.00	11/07/2023	5072-800-7540	
	Check Total:	3,386.62			
Vendor: UB*01878	ETHAN ALLEN			Check Sequence: 2	ACH Enabled: False
	Refund Check 007447-000, 12120 CHAD LN	93.32	11/01/2023	5071-000-2010	
	Check Total:	93.32			
Vendor: 103400	ANSWERNET			Check Sequence: 3	ACH Enabled: False
112-87074	ANSWERING SERVICE - NOVEMBER 2023	10.95	11/07/2023	1010-310-7810	
112-87074	ANSWERING SERVICE - NOVEMBER 2023	21.88	11/07/2023	5050-700-7810	
112-87074	ANSWERING SERVICE - NOVEMBER 2023	21.88	11/07/2023	5071-800-7810	
	Check Total:	54.71			
Vendor: 104100	ARAMARK			Check Sequence: 4	ACH Enabled: False
25888815	UNIFORMS FOR CALEB HITON	321.13	11/07/2023	5050-700-7580	
	Check Total:	321.13			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 110900 X10242023	AT&T MOBILITY IPAD#287280326939	44.09	11/07/2023	1010-110-7811	ACH Enabled: False
	Check Total:	44.09			
Vendor: 105896 510924 511019	AYERA TECHNOLOGIES, INC. INTERNET - CITY HALL: NOVEMBER 2023 INTERNET - WWTP: NOVEMBER 2023	214.00 84.00	11/07/2023 11/07/2023	1010-110-7811 5050-700-7811	ACH Enabled: False
	Check Total:	298.00			
Vendor: 200767 INVBG45638	BIG AGRI SALES VACTOR REPAIRS	51.78	11/07/2023	5050-700-7420	ACH Enabled: False
	Check Total:	51.78			
Vendor: 106525 326261 326261 326261 326261 326261	BOYETT PETROLEUM FUEL EXPENSE OCTOBER 2023 FUEL EXPENSE OCTOBER 2023 FUEL EXPENSE OCTOBER 2023 FUEL EXPENSE OCTOBER 2023 FUEL EXPENSE OCTOBER 2023	992.61 522.13 255.74 895.11 127.88	11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023	1010-580-7520 5050-700-7520 5070-800-7520 5071-800-7520 5072-800-7520	ACH Enabled: False
	Check Total:	2,793.47			
Vendor: 108025 6353	CALIFORNIA CONSULTING, INC. GRANT WRITING SERVICES - NOVEMBER	3,000.00	11/07/2023	1010-110-7190	ACH Enabled: False
	Check Total:	3,000.00			
Vendor: 112755 T723041-1 T724002-1	COLLINS ELECTRICAL COMPANY INC. WWTP - POND LIGHTS REPAIR WWTP - LIFT STATION REPAIR	5,800.00 595.00	11/07/2023 11/07/2023	5050-700-7410 5050-700-7420	ACH Enabled: False
	Check Total:	6,395.00			
Vendor: 200760 53631	CSG CONSULTANTS, INC. BUILDING INSPECTOR SERVICES - 08/26 T	2,475.00	11/07/2023	1010-410-7190	ACH Enabled: False
	Check Total:	2,475.00			
Vendor: 114310 81282865	DE LAGE LANDEN COPIER LEASE: 11/15 TO 12/14/2023	246.63	11/07/2023	1010-110-7600	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	246.63			
Vendor: 116925 11032023	TINA ENVIA CANDY FOR ADMIN	67.01	11/07/2023	1010-110-7510	ACH Enabled: False
	Check Total:	67.01			
Vendor: 117630	EYEMED			Check Sequence: 14	ACH Enabled: False
165994712	NOVEMBER PREMIUMS	17.85	11/07/2023	1010-110-7120	
165994712	NOVEMBER PREMIUMS	2.88	11/07/2023	1010-210-7120	
165994712	NOVEMBER PREMIUMS	30.98	11/07/2023	1010-310-7120	
165994712	NOVEMBER PREMIUMS	3.44	11/07/2023	1010-410-7120	
165994712	NOVEMBER PREMIUMS	1.02	11/07/2023	1010-430-7120	
165994712	NOVEMBER PREMIUMS	0.58	11/07/2023	1010-550-7120	
165994712	NOVEMBER PREMIUMS	5.12	11/07/2023	1010-560-7120	
165994712	NOVEMBER PREMIUMS	13.68	11/07/2023	1010-580-7120	
165994712	NOVEMBER PREMIUMS	5.12	11/07/2023	2210-260-7120	
165994712	NOVEMBER PREMIUMS	28.20	11/07/2023	5070-800-7120	
165994712	NOVEMBER PREMIUMS	131.35	11/07/2023	5071-800-7120	
165994712	NOVEMBER PREMIUMS	9.22	11/07/2023	5072-800-7120	
165994712	NOVEMBER PREMIUMS	2.87	11/07/2023	5090-110-7120	
165994712	NOVEMBER PREMIUMS	102.72	11/07/2023	5050-700-7120	
	Check Total:	355.03			
Vendor: 120800 2672	GEORGE REED, INC. F STREET OVERLAY - PROGRESS #4	92,578.88	11/07/2023	6310-310-8286	ACH Enabled: False
	Check Total:	92,578.88			
Vendor: 121000	GILTON SOLID WASTE MANAGEMENT, INC.			Check Sequence: 16	ACH Enabled: False
10312023	REINWAY PARK BIN RENTAL - OCTOBER 2	303.17	11/07/2023	1010-580-7410	
WATESS-0067	STREET SWEEPING - OCTOBER 2023	2,449.92	11/07/2023	1010-310-7190	
	Check Total:	2,753.09			
Vendor: 200710	JOSH GREEN			Check Sequence: 17	ACH Enabled: False
10302023	BOOT REIMBURSEMENT	24.50	11/07/2023	5072-800-7580	
10302023	BOOT REIMBURSEMENT	171.47	11/07/2023	5071-800-7580	
10302023	BOOT REIMBURSEMENT	48.99	11/07/2023	5070-800-7580	
	Check Total:	244.96			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 122525	HACH COMPANY			Check Sequence: 18	ACH Enabled: False
13789004	WELL PUMP CONTROLLERS & SENSOR	676.40	11/07/2023	5070-800-7420	
13789004	WELL PUMP CONTROLLERS & SENSOR	2,367.40	11/07/2023	5071-800-7420	
13789004	WELL PUMP CONTROLLERS & SENSOR	338.20	11/07/2023	5072-800-7420	
	Check Total:	3,382.00			
Vendor: 123700	HENSLEY'S PAVING			Check Sequence: 19	ACH Enabled: False
10302023	SKYLINE PROJECT - PROGRESS #1	304,679.11	11/07/2023	6310-310-8298	
	Check Total:	304,679.11			
Vendor: UB*01879	CAROL HURST			Check Sequence: 20	ACH Enabled: False
	Refund Check 005477-000, 12076 COMBINE I	140.82	11/02/2023	5071-000-2010	
	Refund Check 005477-000, 12076 COMBINE I	10.00	11/02/2023	5050-000-2010	
	Check Total:	150.82			
Vendor: 200759	JARED STEELEY WATER & WASTEWATER MANAGEMENT			Check Sequence: 21	ACH Enabled: False
10079	WATER CONSULTING - OCTOBER 2023	1,654.30	11/07/2023	5070-800-7190	
10079	WATER CONSULTING - OCTOBER 2023	5,790.05	11/07/2023	5071-800-7190	
10079	WATER CONSULTING - OCTOBER 2023	827.15	11/07/2023	5072-800-7190	
	Check Total:	8,271.50			
Vendor: 138700	LINDE GAS & EQUIPMENT INC.			Check Sequence: 22	ACH Enabled: False
38979027	CYLINDER RENTAL - 09/20 TO 10/20/23	42.27	11/07/2023	1010-310-7510	
	Check Total:	42.27			
Vendor: 131000	MCR ENGINEERING, INC.			Check Sequence: 23	ACH Enabled: False
18899	CARRIAGE ESTATES	360.00	11/07/2023	1010-430-7196	
18899	DOG PARK - CONSTRUCTION MGMNT	900.00	11/07/2023	6580-580-8288	
18899	YOSEMITE ATP PROJECT - PS&E	900.00	11/07/2023	6310-310-8292	
18899	CALTRANS YOSEMITE ADA PROJECT(REIN	720.00	11/07/2023	2171-310-8000	
18899	2021-02 CUP YOSEMITE & F STREET	1,080.00	11/07/2023	1010-430-7196	
18899	YOSEMITE/HWY 132 & PASADENA SIGNAL	7,470.00	11/07/2023	6310-310-8293	
18899	TIM BELL WATER & SEWER DESIGN	1,890.00	11/07/2023	5075-800-8022	
18899	WATERFORD SELF STORAGE	720.00	11/07/2023	1010-430-7196	
18899	F STREET RUBBERIZED OVERLAY	450.00	11/07/2023	6310-310-8286	
18899	COMMUNITY CENTER REMODEL	2,160.00	11/07/2023	1010-560-8020	
18899	BONNIE BRAE & F STOP WARRANT	720.00	11/07/2023	1010-310-7196	
18899	SPR 23-01 553 F STREET	720.00	11/07/2023	1010-430-7196	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	18,090.00			
Vendor: 132700	MODESTO IRRIGATION DISTRICT			Check Sequence: 24	ACH Enabled: False
10302023	POWER 09/29 THROUGH 10/30/23	34.98	11/07/2023	1010-110-7820	
10302023	POWER 09/29 THROUGH 10/30/23	4,723.33	11/07/2023	5050-700-7820	
10302023	POWER 09/29 THROUGH 10/30/23	602.33	11/07/2023	1010-210-7820	
10302023	POWER 09/29 THROUGH 10/30/23	284.01	11/07/2023	1010-310-7820	
10302023	POWER 09/29 THROUGH 10/30/23	84.63	11/07/2023	1010-550-7820	
10302023	POWER 09/29 THROUGH 10/30/23	494.26	11/07/2023	1010-580-7820	
10302023	POWER 09/29 THROUGH 10/30/23	1,240.10	11/07/2023	2210-260-7820	
10302023	POWER 09/29 THROUGH 10/30/23	461.86	11/07/2023	2230-260-7820	
10302023	POWER 09/29 THROUGH 10/30/23	566.29	11/07/2023	5050-700-7820	
10302023	POWER 09/29 THROUGH 10/30/23	1,923.96	11/07/2023	5070-800-7820	
10302023	POWER 09/29 THROUGH 10/30/23	10,360.49	11/07/2023	5071-800-7820	
	Check Total:	20,776.24			
Vendor: 132742	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES, INC.			Check Sequence: 25	ACH Enabled: False
4774	CROSS - CONNECT: DECEMBER 2023	40.00	11/07/2023	5070-800-7190	
4774	CROSS - CONNECT: DECEMBER 2023	140.00	11/07/2023	5071-800-7190	
4774	CROSS - CONNECT: DECEMBER 2023	20.00	11/07/2023	5072-800-7190	
	Check Total:	200.00			
Vendor: 200738	NAVIA BENEFIT SOLUTIONS			Check Sequence: 26	ACH Enabled: False
10786587	COBRA ADMIN COVERAGE - OCTOBER 20:	35.00	11/07/2023	1010-110-7190	
	Check Total:	35.00			
Vendor: 135100	NORMAC			Check Sequence: 27	ACH Enabled: False
0013172100-001	PARKS - SPRINKLER REPAIR PARTS	232.87	11/07/2023	1010-580-7410	
	Check Total:	232.87			
Vendor: 135325	O'REILLY AUTO PARTS			Check Sequence: 28	ACH Enabled: False
3915-264385	KRANE/BOOM TRUCK REPAIR	162.34	11/07/2023	5050-700-7430	
3915-264783	BATTERY & FLUIDS - CARLOS TRUCK	41.43	11/07/2023	5070-800-7430	
3915-264783	BATTERY & FLUIDS - CARLOS TRUCK	145.02	11/07/2023	5071-800-7430	
3915-264783	BATTERY & FLUIDS - CARLOS TRUCK	20.72	11/07/2023	5072-800-7430	
	Check Total:	369.51			
Vendor: 136600	PG&E			Check Sequence: 29	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10172023	SERVICES FOR 09/16 TO 10/17/2023	16.68	11/07/2023	1010-110-7820	
10172023	SERVICES FOR 09/16 TO 10/17/2023	8.34	11/07/2023	1010-310-7820	
10172023	SERVICES FOR 09/16 TO 10/17/2023	8.34	11/07/2023	1010-580-7820	
10172023	SERVICES FOR 09/16 TO 10/17/2023	23.76	11/07/2023	1010-210-7820	
10172023	SERVICES FOR 09/16 TO 10/17/2023	16.68	11/07/2023	1010-560-7820	
10172023	SERVICES FOR 09/16 TO 10/17/2023	8.66	11/07/2023	1010-550-7820	
	Check Total:	82.46			
Vendor: 136625	PIONEER MARKET WATERFORD			Check Sequence: 30	ACH Enabled: False
11072023	WATER & OPERATING SUPPLIES	68.30	11/07/2023	1010-110-7510	
11072023	WATER & OPERATING SUPPLIES	26.58	11/07/2023	1010-310-7510	
11072023	WATER & OPERATING SUPPLIES	26.58	11/07/2023	1010-580-7510	
11072023	WATER & OPERATING SUPPLIES	25.12	11/07/2023	5050-700-7510	
11072023	WATER & OPERATING SUPPLIES	5.32	11/07/2023	5070-800-7510	
11072023	WATER & OPERATING SUPPLIES	18.13	11/07/2023	5071-800-7510	
11072023	WATER & OPERATING SUPPLIES	3.15	11/07/2023	5072-800-7510	
	Check Total:	173.18			
Vendor: 130200	ROBBINS BROWNING GODWIN & MARCHINI LLP			Check Sequence: 31	ACH Enabled: False
69932	CITY ATTORNEY CONTRACT - OCTOBER 2	3,073.76	11/07/2023	1010-110-7194	
	Check Total:	3,073.76			
Vendor: 143195	SIEMENS INDUSTRY INC			Check Sequence: 32	ACH Enabled: False
5331121680	POLICE SERVICES - ANNUAL MONITORING	875.26	11/07/2023	1010-210-7420	
	Check Total:	875.26			
Vendor: UB*01876	CARLOS SILVA			Check Sequence: 33	ACH Enabled: False
	Refund Check 012427-000, 225 CHURCH ST	31.54	10/20/2023	5071-000-2010	
	Check Total:	31.54			
Vendor: UB*01877	SOFIA PROPERTIES AND MANAGEMENT INC			Check Sequence: 34	ACH Enabled: False
	Refund Check 012163-000, 413 CHURCH ST	20.13	10/20/2023	5071-000-2010	
	Check Total:	20.13			
Vendor: 144700	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 35	ACH Enabled: False
INV-015168	CIVIC PAY - OCTOBER 2023	490.50	11/07/2023	5050-700-7610	
INV-015168	CIVIC PAY - OCTOBER 2023	98.10	11/07/2023	5070-800-7610	
INV-015168	CIVIC PAY - OCTOBER 2023	343.35	11/07/2023	5071-800-7610	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
INV-015168	CIVIC PAY - OCTOBER 2023	49.05	11/07/2023	5072-800-7610	
	Check Total:	981.00			
Vendor: 148626	SUTTER HEALTH PLUS			Check Sequence: 36	ACH Enabled: False
2845671	DECEMBER HEALTH PREMIUMS	1,268.29	11/07/2023	1010-110-7120	
2845671	DECEMBER HEALTH PREMIUMS	269.89	11/07/2023	1010-210-7120	
2845671	DECEMBER HEALTH PREMIUMS	1,435.46	11/07/2023	1010-310-7120	
2845671	DECEMBER HEALTH PREMIUMS	271.50	11/07/2023	1010-410-7120	
2845671	DECEMBER HEALTH PREMIUMS	79.99	11/07/2023	1010-430-7120	
2845671	DECEMBER HEALTH PREMIUMS	95.29	11/07/2023	1010-560-7120	
2845671	DECEMBER HEALTH PREMIUMS	276.34	11/07/2023	1010-580-7120	
2845671	DECEMBER HEALTH PREMIUMS	95.29	11/07/2023	2210-260-7120	
2845671	DECEMBER HEALTH PREMIUMS	4,886.50	11/07/2023	5050-700-7120	
2845671	DECEMBER HEALTH PREMIUMS	1,876.54	11/07/2023	5070-800-7120	
2845671	DECEMBER HEALTH PREMIUMS	9,026.31	11/07/2023	5071-800-7120	
2845671	DECEMBER HEALTH PREMIUMS	622.68	11/07/2023	5072-800-7120	
2845671	DECEMBER HEALTH PREMIUMS	134.93	11/07/2023	5090-110-7120	
	Check Total:	20,339.01			
Vendor: 148025	SWRCB - DWOCP			Check Sequence: 37	ACH Enabled: False
10302023	GRADE T3 EXAM - JOSH GREEN	20.00	11/07/2023	5070-800-7740	
10302023	GRADE T3 EXAM - JOSH GREEN	70.00	11/07/2023	5071-800-7740	
10302023	GRADE T3 EXAM - JOSH GREEN	10.00	11/07/2023	5072-800-7740	
	Check Total:	100.00			
Vendor: 150567	TURLOCK IRRIGATION DISTRICT			Check Sequence: 38	ACH Enabled: False
10212023	HICKMAN POWER - 09/21 TO 10/21/2023	1,351.18	11/07/2023	5072-800-7820	
	Check Total:	1,351.18			
Vendor: 131501	USA BLUEBOOK			Check Sequence: 39	ACH Enabled: False
INV00177148	WELL REPLACEMENT CHLORINE PUMPS	1,097.06	11/07/2023	5070-800-7420	
INV00177148	WELL REPLACEMENT CHLORINE PUMPS	3,839.69	11/07/2023	5071-800-7420	
INV00177148	WELL REPLACEMENT CHLORINE PUMPS	548.53	11/07/2023	5072-800-7420	
INV00177709	TUBING - WATER DEPT OPERATING SUPPL	80.67	11/07/2023	5070-800-7510	
INV00177709	TUBING - WATER DEPT OPERATING SUPPL	282.34	11/07/2023	5071-800-7510	
INV00177709	TUBING - WATER DEPT OPERATING SUPPL	40.33	11/07/2023	5072-800-7510	
INV00178113	HYDRANT WRENCHES - WATER DEPT OPE	37.44	11/07/2023	5070-800-7510	
INV00178113	HYDRANT WRENCHES - WATER DEPT OPE	131.03	11/07/2023	5071-800-7510	
INV00178113	HYDRANT WRENCHES - WATER DEPT OPE	18.72	11/07/2023	5072-800-7510	



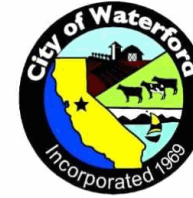
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,075.81			
Vendor: 155600	WATERFORD FARM SUPPLY, INC.			Check Sequence: 40	ACH Enabled: False
10312023	MISCELLANEOUS OPERATING SUPPLIES &	11.86	11/07/2023	1010-110-7410	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	54.55	11/07/2023	1010-110-7510	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	7.11	11/07/2023	1010-210-7410	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	160.39	11/07/2023	1010-310-7410	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	175.59	11/07/2023	1010-310-7510	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	457.82	11/07/2023	1010-580-7410	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	111.55	11/07/2023	1010-580-7510	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	12.93	11/07/2023	1010-580-7580	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	88.64	11/07/2023	5050-700-7420	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	509.37	11/07/2023	5050-700-7510	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	178.14	11/07/2023	5050-700-7550	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	160.47	11/07/2023	5070-800-7510	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	561.64	11/07/2023	5071-800-7510	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	9.06	11/07/2023	5071-800-7550	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	80.24	11/07/2023	5072-800-7510	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	2.58	11/07/2023	5070-800-7550	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	1.29	11/07/2023	5072-800-7550	
10312023	MISCELLANEOUS OPERATING SUPPLIES &	53.92	11/07/2023	1010-580-7510	
	Check Total:	2,637.15			
Vendor: 157700	WILSON FAMILY PLUMBING, INC.			Check Sequence: 41	ACH Enabled: False
12147	PETICHIA CT - WATER LEAK REPAIR	6,097.62	11/07/2023	5071-800-7410	
12172	ACOSTA CT - WATER LEAK REPAIR	5,364.03	11/07/2023	5071-800-7410	
	Check Total:	11,461.65			
Vendor: 157859	XCAST LABS, INC.			Check Sequence: 42	ACH Enabled: False
10893847	PHONE SERVICES: NOVEMBER 2023	505.69	11/07/2023	1010-110-7810	
10893847	PHONE SERVICES: NOVEMBER 2023	130.94	11/07/2023	1010-210-7810	
10893847	PHONE SERVICES: NOVEMBER 2023	82.59	11/07/2023	5050-700-7810	
10893847	PHONE SERVICES: NOVEMBER 2023	24.78	11/07/2023	5070-800-7810	
10893847	PHONE SERVICES: NOVEMBER 2023	49.55	11/07/2023	5071-800-7810	
10893847	PHONE SERVICES: NOVEMBER 2023	8.26	11/07/2023	5072-800-7810	
	Check Total:	801.81			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	519,391.98			
	Total of Number of Checks:	42			

# Accounts Payable

## Computer Check Proof List by Vendor

User: trish  
 Printed: 11/13/2023 - 12:12PM  
 Batch: 00013.11.2023



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

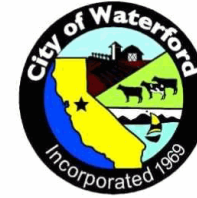
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 105201	BANK OF THE WEST (IRS TAXES)			Check Sequence: 1	ACH Enabled: True
	PR Batch 00013.11.2023 FICA Employee Portio	113.78	11/13/2023	1010-000-2240	PR Batch 00013.11.2023 FICA Employee 1
	PR Batch 00013.11.2023 FICA Employer Portio	113.78	11/13/2023	1010-000-2240	PR Batch 00013.11.2023 FICA Employer I
	PR Batch 00013.11.2023 Medicare Employee Pc	726.08	11/13/2023	1010-000-2240	PR Batch 00013.11.2023 Medicare Employ
	PR Batch 00013.11.2023 Medicare Employer Po	726.08	11/13/2023	1010-000-2240	PR Batch 00013.11.2023 Medicare Employ
	PR Batch 00013.11.2023 Federal Income Tax	3,878.76	11/13/2023	1010-000-2220	PR Batch 00013.11.2023 Federal Income T
	<b>Check Total:</b>	<b>5,558.48</b>			
Vendor: 108350	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT			Check Sequence: 2	ACH Enabled: True
	PR Batch 00013.11.2023 EDD TRAINING TAX	0.70	11/13/2023	1010-000-2260	PR Batch 00013.11.2023 EDD TRAINING
	PR Batch 00013.11.2023 CALIFORNIA SDI	384.86	11/13/2023	1010-000-2260	PR Batch 00013.11.2023 CALIFORNIA S
	PR Batch 00013.11.2023 STATE UNEMPLOYM	10.24	11/13/2023	1010-000-2260	PR Batch 00013.11.2023 STATE UNEMP
	PR Batch 00013.11.2023 State Income Tax	1,217.59	11/13/2023	1010-000-2230	PR Batch 00013.11.2023 State Income Tax
	<b>Check Total:</b>	<b>1,613.39</b>			
Vendor: 154101	MISSION SQUARE - 303352			Check Sequence: 3	ACH Enabled: False
	PR Batch 00013.11.2023 DEFERRED COMP-4:	930.00	11/13/2023	1010-000-2280	PR Batch 00013.11.2023 DEFERRED CO
	PR Batch 00013.11.2023 457 LOAN REPAY	244.68	11/13/2023	1010-000-2280	PR Batch 00013.11.2023 457 LOAN REP/
	PR Batch 00013.11.2023 DEFERRED COMP 45	950.77	11/13/2023	1010-000-2280	PR Batch 00013.11.2023 DEFERRED CO
	PR Batch 00013.11.2023 DEFERRED COM-45:	219.41	11/13/2023	1010-000-2285	PR Batch 00013.11.2023 DEFERRED CO
	<b>Check Total:</b>	<b>2,344.86</b>			
Vendor: 139400	PUBLIC EMPLOYEE RETIREMENT SYSTEM			Check Sequence: 4	ACH Enabled: True
	PR Batch 00013.11.2023 EMPLOYEE PERS CC	3,553.51	11/13/2023	1010-000-2270	PR Batch 00013.11.2023 EMPLOYEE PEI
	PR Batch 00013.11.2023 EMPLOYER PAID PE	4,731.83	11/13/2023	1010-000-2270	PR Batch 00013.11.2023 EMPLOYER PA
	<b>Check Total:</b>	<b>8,285.34</b>			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	17,802.07			
	Total of Number of Checks:	4			

# Accounts Payable

## Computer Check Proof List by Vendor

User: tina  
 Printed: 11/17/2023 - 2:37PM  
 Batch: 00017.11.2023



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

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 104500	AT&T (9011)			Check Sequence: 1	ACH Enabled: False
0020824183	MONTHLY SERVICES - 10/13 TO 11/12/2023	112.31	11/17/2023	1010-110-7810	
0020824183	MONTHLY SERVICES - 10/13 TO 11/12/2023	1.92	11/17/2023	5070-800-7810	
0020824183	MONTHLY SERVICES - 10/13 TO 11/12/2023	6.76	11/17/2023	5071-800-7810	
0020824183	MONTHLY SERVICES - 10/13 TO 11/12/2023	0.97	11/17/2023	5072-800-7810	
0020824184	MONTHLY SERVICES - 10/13 TO 11/12/2023	256.26	11/17/2023	5050-700-7810	
0020824185	MONTHLY SERVICES - 10/13 TO 11/12/2023	31.26	11/17/2023	5070-800-7810	
	Check Total:	409.48			
Vendor: 104894	BADAWI & ASSOCIATES			Check Sequence: 2	ACH Enabled: False
1516	2023 AUDIT CONTRACT: 10% PAYMENT	3,236.50	11/17/2023	1010-110-7192	
	Check Total:	3,236.50			
Vendor: 105600	BAY ALARM COMPANY			Check Sequence: 3	ACH Enabled: False
20996449	WWTP - SECURITY MONITORING: 12/01 TO	202.50	11/17/2023	5050-700-7730	
21000543	MUSEUM SECURITY MONITORING: 12/01/	155.61	11/17/2023	1010-550-7730	
21005747	PUBLIC WORKS CAMERA SYSTEM: 12/01	214.43	11/17/2023	5070-800-7730	
21005747	PUBLIC WORKS CAMERA SYSTEM: 12/01	214.43	11/17/2023	5071-800-7730	
21005747	PUBLIC WORKS CAMERA SYSTEM: 12/01	214.43	11/17/2023	5072-800-7730	
21005747	PUBLIC WORKS CAMERA SYSTEM: 12/01	214.43	11/17/2023	5050-700-7730	
	Check Total:	1,215.83			
Vendor: 106401	BLUE SHIELD OF CALIFORNIA			Check Sequence: 4	ACH Enabled: False
233170173879	DECEMBER PREMIUM	545.42	11/17/2023	1010-110-7120	
233170173879	DECEMBER PREMIUM	756.14	11/17/2023	1010-310-7120	
233170173879	DECEMBER PREMIUM	71.11	11/17/2023	1010-410-7120	
233170173879	DECEMBER PREMIUM	43.21	11/17/2023	1010-550-7120	
233170173879	DECEMBER PREMIUM	216.04	11/17/2023	1010-560-7120	
233170173879	DECEMBER PREMIUM	540.10	11/17/2023	1010-580-7120	
233170173879	DECEMBER PREMIUM	266.12	11/17/2023	2210-260-7120	
233170173879	DECEMBER PREMIUM	1,761.47	11/17/2023	5050-700-7120	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
233170173879	DECEMBER PREMIUM	566.45	11/17/2023	5070-800-7120	
233170173879	DECEMBER PREMIUM	1,591.34	11/17/2023	5071-800-7120	
233170173879	DECEMBER PREMIUM	229.22	11/17/2023	5072-800-7120	
233170173879	DECEMBER PREMIUM	158.10	11/17/2023	5090-110-7120	
	Check Total:	6,744.72			
Vendor: 110100	BRADY INDUSTRIES			Check Sequence: 5	ACH Enabled: False
8438162	GLOVES-TRASH BAGS & BATHROOM SUP	74.83	11/17/2023	1010-110-7510	
8438162	GLOVES-TRASH BAGS & BATHROOM SUP	74.83	11/17/2023	1010-210-7510	
8438162	GLOVES-TRASH BAGS & BATHROOM SUP	74.83	11/17/2023	1010-310-7510	
8438162	GLOVES-TRASH BAGS & BATHROOM SUP	74.83	11/17/2023	1010-580-7510	
8438162	GLOVES-TRASH BAGS & BATHROOM SUP	74.83	11/17/2023	5050-700-7510	
8438162	GLOVES-TRASH BAGS & BATHROOM SUP	74.82	11/17/2023	5071-800-7510	
	Check Total:	448.97			
Vendor: 144410	CHARTER COMMUNICATIONS (7173)			Check Sequence: 6	ACH Enabled: False
170080301110123	INTERNET: COMMUNITY CENTER 11/04 T	104.99	11/17/2023	1010-560-7811	
	Check Total:	104.99			
Vendor: 110955	CISCO FIRE SPRINKLERS, INC			Check Sequence: 7	ACH Enabled: False
E83202	SEMI ANNUAL FIRE INSPECTION COMMU	400.00	11/17/2023	1010-560-7190	
	Check Total:	400.00			
Vendor: 200760	CSG CONSULTANTS, INC.			Check Sequence: 8	ACH Enabled: False
53771	BUILDING INSPECTION SERVICES: 09/30 T	1,584.00	11/17/2023	1010-410-7190	
B231997	DEFERRED TRUSS - 12725 YOSEMITE BLV	137.50	11/17/2023	1010-410-7190	
	Check Total:	1,721.50			
Vendor: 112976	CSMFO			Check Sequence: 9	ACH Enabled: False
200020374	CSMFO ANNUAL CONFERENCE - TINA EN'	515.00	11/17/2023	1010-110-7740	
	Check Total:	515.00			
Vendor: 116925	TINA ENVIA			Check Sequence: 10	ACH Enabled: False
11092023	HOTEL DEPOSIT: CSFMO ANNUAL CONFE	384.93	11/17/2023	1010-110-7750	
	Check Total:	384.93			
Vendor: UB*01880	FIVE STAR REAL ESTATE INC.			Check Sequence: 11	ACH Enabled: False
	Refund Check 012542-000, 12136 ANISSA DR	81.92	11/09/2023	5071-000-2010	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	81.92			
Vendor: UB*01881	LACEY FLIPPEN			Check Sequence: 12	ACH Enabled: False
	Refund Check 010153-000, 12216 QUICKSILV	59.87	11/09/2023	5071-000-2010	
	Check Total:	59.87			
Vendor: 122560	GUARDIAN			Check Sequence: 13	ACH Enabled: False
11142023	DECEMBER PREMIUM	12.41	11/17/2023	1010-110-7120	
11142023	DECEMBER PREMIUM	0.85	11/17/2023	1010-210-7120	
11142023	DECEMBER PREMIUM	12.18	11/17/2023	1010-310-7120	
11142023	DECEMBER PREMIUM	3.00	11/17/2023	1010-410-7120	
11142023	DECEMBER PREMIUM	1.20	11/17/2023	1010-430-7120	
11142023	DECEMBER PREMIUM	0.17	11/17/2023	1010-550-7120	
11142023	DECEMBER PREMIUM	2.56	11/17/2023	1010-560-7120	
11142023	DECEMBER PREMIUM	7.07	11/17/2023	1010-580-7120	
11142023	DECEMBER PREMIUM	2.56	11/17/2023	2210-260-7120	
11142023	DECEMBER PREMIUM	76.53	11/17/2023	5050-700-7120	
11142023	DECEMBER PREMIUM	13.19	11/17/2023	5070-800-7120	
11142023	DECEMBER PREMIUM	57.16	11/17/2023	5071-800-7120	
11142023	DECEMBER PREMIUM	4.91	11/17/2023	5072-800-7120	
11142023	DECEMBER PREMIUM	0.85	11/17/2023	5090-110-7120	
	Check Total:	194.64			
Vendor: 122524	H & S MARKET GARDENS			Check Sequence: 14	ACH Enabled: False
11162023	REIMBURSEMENT COLLECTED FOR CHRI	40.00	11/17/2023	1010-110-7850	
	Check Total:	40.00			
Vendor: UB*01882	RAYANNE HAWKINS			Check Sequence: 15	ACH Enabled: False
	Refund Check 012010-000, 13050 WELCH ST	189.12	11/15/2023	5071-000-2010	
	Check Total:	189.12			
Vendor: 124558	HUMANA INSURANCE CO			Check Sequence: 16	ACH Enabled: False
581700957	DECEMBER PREMIUM	109.91	11/17/2023	1010-110-7120	
581700957	DECEMBER PREMIUM	17.92	11/17/2023	1010-210-7120	
581700957	DECEMBER PREMIUM	160.07	11/17/2023	1010-310-7120	
581700957	DECEMBER PREMIUM	20.29	11/17/2023	1010-410-7120	
581700957	DECEMBER PREMIUM	5.48	11/17/2023	1010-430-7120	
581700957	DECEMBER PREMIUM	3.58	11/17/2023	1010-550-7120	
581700957	DECEMBER PREMIUM	27.39	11/17/2023	1010-560-7120	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
581700957	DECEMBER PREMIUM	72.26	11/17/2023	1010-580-7120	
581700957	DECEMBER PREMIUM	27.39	11/17/2023	2210-260-7120	
581700957	DECEMBER PREMIUM	528.06	11/17/2023	5050-700-7120	
581700957	DECEMBER PREMIUM	168.08	11/17/2023	5070-800-7120	
581700957	DECEMBER PREMIUM	765.26	11/17/2023	5071-800-7120	
581700957	DECEMBER PREMIUM	54.07	11/17/2023	5072-800-7120	
581700957	DECEMBER PREMIUM	17.92	11/17/2023	5090-110-7120	
	Check Total:	1,977.68			
Vendor: 131898	MID VALLEY IT			Check Sequence: 17	ACH Enabled: False
202143160	MONTHLY IT SERVICES - DECEMBER 2023	3,514.00	11/17/2023	1010-110-7195	
	Check Total:	3,514.00			
Vendor: 135325	O'REILLY AUTO PARTS			Check Sequence: 18	ACH Enabled: False
3915-262952	WWTP - SUPPLIES	8.61	11/17/2023	5050-700-7550	
	Check Total:	8.61			
Vendor: 200733	PUMP PROS INC.			Check Sequence: 19	ACH Enabled: False
978	PUMP STATION REPAIR - PRESSURE SWITC	700.00	11/17/2023	1010-310-7420	
	Check Total:	700.00			
Vendor: 200970	MANUEL RAMIREZ			Check Sequence: 20	ACH Enabled: False
11172023	BEARD PARK - REFUND DEPOSIT FOR 11/1	50.00	11/17/2023	1010-000-2510	
	Check Total:	50.00			
Vendor: 142475	SHRED-IT, C/O STERICYCLE, INC.			Check Sequence: 21	ACH Enabled: False
8005235558	SHREDDING SERVICES - OCTOBER	108.22	11/17/2023	1010-110-7190	
	Check Total:	108.22			
Vendor: 209939	DYLAN SNAPP			Check Sequence: 22	ACH Enabled: False
462247B	SECURITY FOR NOVEMBER 2023	175.00	11/17/2023	5050-700-7300	
462247B	SECURITY FOR NOVEMBER 2023	100.00	11/17/2023	5070-800-7300	
462247B	SECURITY FOR NOVEMBER 2023	175.00	11/17/2023	5071-800-7300	
462247B	SECURITY FOR NOVEMBER 2023	50.00	11/17/2023	5072-800-7300	
	Check Total:	500.00			
Vendor: 146220	STANISLAUS COUNTY CLERK/RECORDER			Check Sequence: 23	ACH Enabled: False
10032023	GARDNER RECORDING FEE	17.00	11/17/2023	1010-110-7710	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	17.00			
Vendor: 146900	STANISLAUS COUNTY SHERIFF			Check Sequence: 24	ACH Enabled: False
2324-011	SHERIFF CONTRACT - SEPTEMBER 2023	177,670.03	11/17/2023	1010-210-7170	
	Check Total:	177,670.03			
Vendor: 145900	STANISLAUS COUNTY TAX COLLECTOR			Check Sequence: 25	ACH Enabled: False
11172023	PROPERTY TAX PERIOD BEGINNING JULY	700.20	11/17/2023	1010-110-7730	
11172023	PROPERTY TAX PERIOD BEGINNING JULY	934.64	11/17/2023	1010-210-7730	
11172023	PROPERTY TAX PERIOD BEGINNING JULY	1,268.12	11/17/2023	1010-310-7730	
11172023	PROPERTY TAX PERIOD BEGINNING JULY	272.20	11/17/2023	1010-550-7730	
11172023	PROPERTY TAX PERIOD BEGINNING JULY	6,629.86	11/17/2023	1010-580-7730	
11172023	PROPERTY TAX PERIOD BEGINNING JULY	624.34	11/17/2023	5050-700-7730	
11172023	PROPERTY TAX PERIOD BEGINNING JULY	302.24	11/17/2023	5070-800-7730	
11172023	PROPERTY TAX PERIOD BEGINNING JULY	405.22	11/17/2023	5071-800-7730	
11172023	PROPERTY TAX PERIOD BEGINNING JULY	2,145.14	11/17/2023	5072-800-7730	
	Check Total:	13,281.96			
Vendor: 147935	STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION			Check Sequence: 26	ACH Enabled: False
11784	CEC LOAN PAYMENT NO: 17	39,279.04	11/17/2023	4350-700-9010	
11784	CEC LOAN PAYMENT NO: 17	2,429.60	11/17/2023	4350-700-9110	
11784	CEC LOAN PAYMENT NO: 17	4,732.42	11/17/2023	1010-560-9010	
11784	CEC LOAN PAYMENT NO: 17	292.72	11/17/2023	1010-560-9110	
11784	CEC LOAN PAYMENT NO: 17	3,312.69	11/17/2023	1010-110-9010	
11784	CEC LOAN PAYMENT NO: 17	204.91	11/17/2023	1010-110-9110	
	Check Total:	50,251.38			
Vendor: 152772	UMPQUA BANK COMMERCIAL CARD OPS			Check Sequence: 27	ACH Enabled: False
10312023	ADMIN OFFICE SUPPLIES	135.14	11/17/2023	1010-110-7515	
10312023	POSTAGE	69.99	11/17/2023	1010-110-7540	
10312023	ZOOM SUBSCRIPTION	59.35	11/17/2023	1010-110-7610	
10312023	PRIMO WATER	69.98	11/17/2023	1010-110-7730	
10312023	EMPLOYEE SHIRTS & LUNCH - COUNCIL S	431.96	11/17/2023	1010-110-7732	
10312023	COUNCIL FRAMES & SUPPLIES	459.67	11/17/2023	1010-130-7510	
10312023	BASKETBALL WEBSITE	332.16	11/17/2023	2290-600-7661	
10312023	WWTP CLASSES - CALEB HILTON	55.00	11/17/2023	5050-700-7740	
10312023	PARTS & SUPPLIES FROM KIPCO CORP & S	393.49	11/17/2023	5070-800-7510	
10312023	BACKFLOW TRAINING - JEFF ARNOLD	156.00	11/17/2023	5070-800-7740	
10312023	BACKFLOW TRAINING - JEFF ARNOLD	468.00	11/17/2023	5071-800-7740	
10312023	BACKFLOW TRAINING - JEFF ARNOLD	156.00	11/17/2023	5072-800-7740	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10312023	PARTS & OPERATING SUPPLIES KIPCO CO	1,377.20	11/17/2023	5071-800-7510	
10312023	PARTS & OPERATING SUPPLIES KIPCO CO	196.75	11/17/2023	5072-800-7510	
	Check Total:	4,360.69			
Vendor: 101225	UNITED SITE SERVICES COMPANY (A & A PORTABLES)			Check Sequence: 28	ACH Enabled: False
114-13731824	RESTROOM RENTALS FOR TRUNK & TRE/	631.20	11/17/2023	1010-110-7731	
	Check Total:	631.20			
Vendor: 154141	VERIZON			Check Sequence: 29	ACH Enabled: False
9948795748	MONTHLY CHARGES - 11/09 TO 12/08/23 &	87.44	11/17/2023	5050-700-7810	
9948795748	MONTHLY CHARGES - 11/09 TO 12/08/23 &	17.49	11/17/2023	5070-800-7810	
9948795748	MONTHLY CHARGES - 11/09 TO 12/08/23 &	61.21	11/17/2023	5071-800-7810	
9948795748	MONTHLY CHARGES - 11/09 TO 12/08/23 &	8.73	11/17/2023	5072-800-7810	
9948795748	MONTHLY CHARGES - 11/09 TO 12/08/23 &	702.25	11/17/2023	1010-110-7516	
	Check Total:	877.12			
Vendor: 155000	WARDEN'S			Check Sequence: 30	ACH Enabled: False
2106245-0	ADMIN OFFICE SUPPLIES - SCOTCH TAPE	13.66	11/17/2023	1010-110-7515	
2106245-1	STREETS SUPPLIES - PRINTER CARTRIDGI	40.33	11/17/2023	1010-410-7510	
	Check Total:	53.99			
Vendor: 155630	WATERFORD AUTO REPAIR			Check Sequence: 31	ACH Enabled: False
003502	TRANSMISSION REPAIR JOSH GREEN'S TR	84.34	11/17/2023	5070-800-7420	
003502	TRANSMISSION REPAIR JOSH GREEN'S TR	295.19	11/17/2023	5071-800-7420	
003502	TRANSMISSION REPAIR JOSH GREEN'S TR	42.17	11/17/2023	5072-800-7420	
	Check Total:	421.70			
	Total for Check Run:	270,171.05			
	Total of Number of Checks:	31			



**Consent Calendar 3c**

December 7, 2023

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

**Motion: Approving Minutes of the Regular City Council Meeting held November 16, 2023.**

**SUMMARY:**

Consider approving minutes from the November 16, 2023 Regular City Council meeting.

**ANALYSIS:**

Approve Minutes of the Regular City Council Meeting held on November 16, 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 November 16, 2023.



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

**WATERFORD CITY COUNCIL REGULAR MEETING – November 16, 2023 - 6:30 PM**

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

**FLAG SALUTE:** Mayor Goeken

**INVOCATION:** Pastor Dave McGaffee, Assembly of God Church

**ROLL CALL PRESENT:**

Mayor Goeken  
Council Member Hilton  
Council Member Talbott

**ABSENT:** Vice Mayor Kitchens  
Councilmember Harris

**STAFF PRESENT:**

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

**ADOPTION OF AGENDA:**

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

**AYES:** Goeken, Hilton, Talbott

**NAYS:** None

**ABSENT:** Harris, Kitchens

**ABSTAIN:** None

Motion passed 3-0.

**CONFLICT OF INTEREST DECLARATION:**

None.

1. **PRESENTATION**

None.

2. **COMMUNICATIONS FROM THE AUDIENCE**

Guadalupe Gutierrez attending the Yosemite corridor workshop and was disappointed that there were not translations services available for the Hispanic community. She requested that the City provide translation services in the future.

3. **ADOPTION OF CONSENT CALENDAR**

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

3b: RESOLUTION: Resolution 2023-52, Approving the Warrant Register in the Amount of \$54,674.03 for the Period of October 30, 2023.

3c: MOTION: Approving Minutes of the Regular City Council Meeting held November 2, 2023.

3d: MOTION: Accepting Compliance with Developer Fees report in accordance with requirements of Section 66006 of the Government Code.

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

AYES: Goeken, Hilton, Talbott

NAYS: None

ABSENT: Harris, Kitchens

ABSTAIN: None

Motion passed 3-0.

4. **FINAL READINGS**

5. **PUBLIC HEARINGS**

6. **GENERAL BUSINESS**

6a: 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 Talbott / 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, Hilton, Talbott  
NAYS: None  
ABSENT: Harris, Kitchens  
ABSTAIN: None

Motion passed 3-0.

- 6b: MOTION: To Accept and File the June 30, 2023 Basic Financial Statement for the City of Waterford and the Auditor's Report on the Financial Statement including the reports on the Abandoned Vehicle Abatement Program, Appropriations Limit Schedule, Transportation Development Act Funds, CSLFRF Compliance Report and the Auditor's Communication With Those Charged With Governance. (*Envia*)

ACTION: By motion moved and seconded (CM Talbott / CM Hilton / 3-0) To Accept and File the June 30, 2023 Basic Financial Statement for the City of Waterford and the Auditor's Report on the Financial Statement including the reports on the Abandoned Vehicle Abatement Program, Appropriations Limit Schedule, Transportation Development Act Funds, CSLFRF Compliance Report and the Auditor's Communication With Those Charged With Governance.

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

Motion passed 3-0.

\*\* Waterford City Council adjourned at 6:46 pm to the WPFA Agenda.  
\*\* Waterford City Council re-adjourned at 6:49 pm.

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

Finance Manager Envia informed residents that the LIWHAP (Low Income Household Water Assistance Program) has been extended to January 2024. So, if they are having problems paying for their utilities, that can apply for assistance.

Chief Parker gave the crime statistic for November to date. Chief Parker informed the Council that they had done another sweep of the river trail, and no other encampments were found.

Superintendent Statzer informed the Council that staff has been addressing the park improvements list from the Parks and Recreation Commission, including refurbishing the horseshoe pits at River Park, trimming trees around the ball field lights, and removing shoes from wires around town. Mr. Statzer commented that Public Works staff are also working on replacing broken playground equipment. Councilmember Talbott stated that a resident wanted to know how to get a streetlight installed on their street, Mr. Statzer will do the research to find out the process for the area that the resident lives in. Councilmember Hilton asked for staff to fill potholes on Barnes and Western Ave.

City Attorney Browning announced the item for closed session.

City Manager Pitcock commented to Council that an encroachment permit was pulled for work along Yosemite Blvd. Work for the curb, gutter and sidewalk along Yosemite should commence in January.

9b: City Council

Councilmember Hilton wished everyone a Happy Thanksgiving and Happy Holidays.

Councilmember Talbott wished everyone a Happy Thanksgiving and stated that the next Point in Time Count will be January 25<sup>th</sup>.

Mayor Goeken wished everyone a Happy Thanksgiving.

10.

**ADJOURNMENT / RECESS**

Meeting Recessed: 6:49 PM.

Mayor Goeken recessed the City Council meeting at 6: 49 PM to convene to Closed Session directly following the recess. Adjournment of the City Council meeting followed the Report out of Closed Session.

11.

**CLOSED SESSION**

11a "PUBLIC EMPLOYEE CONTRACT"  
(Pursuant to Government Code Section 54957)  
- City Manager

12.

**REPORT OUT OF CLOSED SESSION**

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

CITY OF WATERFORD:

\_\_\_\_\_  
Charlie Goeken, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Krause, CMC, City Clerk



**Consent Calendar 3d**

December 7, 2023

Corbett Browning, City Attorney  
City Council Staff Report

**Resolution: Adopting Resolution 2023-54, Approving a 5-year Employment Agreement extension with Michael G. Pitcock to Serve as City Manager and authorize the Mayor to Execute the Agreement**

**SUMMARY:**

City Council shall consider the approval of a 5-year employment agreement with Michael G. Pitcock to serve as City Manager and authorize the Mayor to execute the agreement.

**ANALYSIS:**

The City of Waterford required the services of a person with proven executive and administrative qualifications to fill the position of City Manager as created by Waterford Municipal Code 2.12.010. Michael G. Pitcock has served as City Manager and is in the 5th and final year of a five-year agreement. Both the City Council and City Manager have a desire to extend employment with the execution of a new 5-year employment agreement. The terms of employment are stated in the agreement attached as Exhibit A to the resolution.

**FISCAL IMPACT:**

The terms of employment do include additional compensation and necessary adjustments to the budget will be made at the mid-year budget review.

**ENVIRONMENTAL REVIEW:**

N/A

**ALTERNATIVES**

1. Not approve the employment agreement.

**ATTACHMENTS:**

- Resolution 2023-54
  - Exhibit "A" - Employment Agreement



**WATERFORD CITY COUNCIL  
RESOLUTION 2023-54**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATERFORD  
APPROVING A 5-YEAR EMPLOYMENT AGREEMENT WITH MICHAEL G.  
PITCOCK TO SERVE AS CITY MANAGER AND AUTHORIZE THE MAYOR TO  
EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Waterford, (hereinafter “City”) and Michael Pitcock (hereinafter “City Manager”), are desirous of extending the City Manager’s agreement and thereby approving the attached agreement for services to be performed by City Manager; and

**WHEREAS**, the City Manager and City agree to the terms contained in the attached Agreement, in the form attached hereto as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVE AS FOLLOWS:**

Section 1. The City Council of the City of Waterford approves the attached agreement with City Manager and authorizes the Mayor of the City of Waterford to execute same on their behalf;

**PASSED AND ADOPTED** by the Waterford City Council at a regular meeting held on December 7, 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

**CITY MANAGER**  
**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into on this 1st day of January 2024, by and between the CITY OF WATERFORD, CALIFORNIA (hereinafter referred to as "EMPLOYER") and MICHAEL G. PITCOCK (hereinafter referred to as "EMPLOYEE"), pursuant to these terms and conditions:

**A. WHEREAS**, the Employer and Employee mutually desire to set forth herein certain procedures, benefits, and requirements regarding the employment of Employee by the Employer;

**B. WHEREAS**, the Employer wishes to employ the services of Employee on the terms and conditions set forth herein as City Manager of the City of Waterford;

**C. WHEREAS** Employee wishes to accept employment as the City Manager of said City under the terms and conditions recited herein;

**NOW, THEREFORE**, the Employer and Employee hereby mutually covenant and agree to the following:

**1. SPECIFIED TERM/TERMINATION:**

**A.** The Employer employed Employee and Employee hereby accepts employment with Employer for a period of approximately five (5) years beginning January 1, 2024.

**B.** Earlier Termination. This Agreement may be terminated earlier as hereinafter provided.

**C.** Termination. In the event that, for any reason whatsoever, mutually agreeable terms to extend the employment of Employee cannot be reached by Employer and Employee on or before December 1, 2028, then this Agreement shall automatically terminate December 31, 2028.

**2. TITLE AND DESCRIPTION OF DUTIES:**

**A.** The Employee shall serve as City Manager of the City of Waterford. In that capacity, Employee shall do and perform all duties, services, acts, or things necessary or advisable to fulfill the duties of City Manager/Finance Officer as specified by law and as specified in the Waterford Municipal Code as may be amended from time to time. However, Employee shall at all times be subject to the direction of the City Council and to the policies established by the City Council.

**B.** Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Employee serves at the pleasure of the City Council and that the determination of whether performance is professional or timely

lies solely in the discretion of the City Council. Employee shall schedule and attend a City Council workshop the first quarter of each calendar year to establish council priorities.

C. Employee agrees to provide to City Council the previous budget with recommended anticipated changes for the upcoming fiscal year on or before the first meeting in May of each year to facilitate a budget approval on or before the first meeting in June.

**3. LOYAL AND CONSCIENTIOUS PERFORMANCE OF DUTIES:** Employee agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement.

**4. DEVOTION OF ENTIRE TIME TO EMPLOYER'S BUSINESS:**

A. Employee shall devote his entire productive time, ability and attention to the business of Employer during the term of this Agreement. Employee may complete occasional personal tasks during regular work hours recognizing that City work for a City Manager and its related entities (Waterford Public Financing Authority and Waterford Successor Agency) is not limited to traditional working hours. Further, as part of the compensation package, personal e-mails received during working hours and occasional personal telephone calls are included in the employment package. Employee is not required to account for the incidental personal use. It is anticipated by and between the parties that such use will not exceed Three Hundred Dollars (\$300.00) in each contract year and the personal use is bargained for consideration.

B. During the term of this Agreement, Employee shall not engage in any other business duties or pursuits whatsoever. Furthermore, during the term of this Agreement, Employee shall not, whether directly or indirectly, render any services of a commercial, or professional nature to any other person or organization, or otherwise, without the prior written consent of the City Council. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities, such as occasional teaching or writing, performed on Employee's time off shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement and shall not require the prior written const.

C. This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement.

D. Employee may work remotely up to two (2) days per pay period if the absence from the office will not affect the operations of the City.

**5. PHYSICAL EXAMINATIONS:** Employee agrees to submit himself annually or at any time requested by Employer for physical examination by a physician selected by Employer.

**6. OBLIGATIONS OF EMPLOYER:**

A. **General Description.** Employer shall provide Employee with the compensation,

incentives, benefits, and business expense reimbursement specified elsewhere in this Agreement.

## **7. COMPENSATION OF EMPLOYEE:**

**A. Annual Salary.** Employee's annual salary effective January 1, 2024 shall be \$16,700 per month thereafter Employee will receive an annual 3% increase.

**B. Tax Withholding.** Employer shall have the right to deduct or withhold from the compensation due to Employee hereunder any and all sums required for federal income and Social Security taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.

**C. Personal Vehicle Allowance.** Employee shall receive \$400.00 monthly compensation for use and maintenance of his personal vehicle on city business.

**D. Personal Phone Allowance.** Employee shall receive \$200.00 annually compensation for use and maintenance of his personal phone on city business.

## **8. ANNUAL EVALUATIONS:**

**A.** Employer agrees to perform a performance appraisal and evaluation of the Employee in or around December of each year. Such evaluation shall occur at least as determined by a majority of the Council. The annual evaluation shall occur during the month of December, or as soon thereafter as possible.

## **9. EMPLOYEE BENEFITS:**

### **A. Holidays, Vacation, and Sick Leave.**

**i.** Holidays shall apply to Employee as they now exist, or hereafter may be amended, to other employees of the City.

**ii.** Employee is entitled to twenty-five (25) working days of vacation leave annually. Annual accrual of vacation shall be capped at forty (40) days. Any benefits earned beyond the annual cap will be paid to the Employee by June 30<sup>th</sup> of each year.

**iii.** Employee shall earn sick leave at the rate of one (1) working day for each month of service. Annual accrual of sick leave shall be capped at twenty-four (24) days. Any benefits earned beyond the annual cap will be paid to the Employee by June 30<sup>th</sup> of each year.

**iv. Cumulative Sick Leave and Vacation Upon Termination.** Upon termination, for any reason whatsoever, the Employer shall compensate Employee for all accrued vacation and sick leave. Said compensation shall be based upon Employee's salary as of the date of employment termination.

**v. Executive Leave.** Employee shall be entitled to an additional ten (10) days

off with pay as executive leave each year. The anniversary day for purposes of computing said executive leave shall be July 1 of each year. Executive leave may not accrue, any benefits earned but not used will be paid to Employee by June 30<sup>th</sup> of each year.

**B. Insurance:**

i. Employer shall provide major medical, vision and dental insurance for Employee, spouse and eligible dependents under the Plan starting the first day of employment.

ii. Employer may provide Employee with such other insurance coverage as may be determined from time to time.

**10. RETIREMENT PLANS:** The Employer shall pay the same percentage of Employer and Employee's costs of participation in the California Public Employee's Retirement System for Employee that Employer pays for the employees of its Organized Bargaining Unit. In addition, Employer agrees to pay a 3% 457 Deferred Compensation Match each year Employee remain employed.

**11. PROFESSIONAL DEVELOPMENT:** Employer agrees to budget for reasonable costs of travel and expenses for Employee to attend professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Employer, including but not limited to, the civic club membership in the City, annual conference of the League of California Cities, International City Management Association, public financing, economic development, and such other regional and local governmental groups and committees thereof on which Employee serves as a member, provided such travel expense is included within the annual budget.

**12. TERMINATION OF EMPLOYMENT:**

**A. Termination By Employer:**

i. Employer may, at any time, for any reason whatsoever, terminate the employment of the Employee by providing written notice of termination to Employee by certified or registered mail, return receipt requested, at the last address on file at City Hall. The notice of termination will include a thirty (30) day notification period and preliminary resolution stating the reason for the removal as set forth in the Waterford Municipal Code. In the event of such termination while the Employee is ready, willing, and able to perform the duties of City Manager, Employer shall pay the Employee a sum equal to six (6) month's compensation, as severance pay, including six (6) months of continued insurance coverage as provided for in paragraph 9B of this Agreement.

ii. The termination provisions of this Agreement shall survive the expiration of this Agreement provided that no new Agreement has been agreed to by both parties.

iii. Pursuant to Elections Code §53243.2, if Employee is convicted of a crime involving an abuse of his office or position, any cash settlement related to his termination which

Employee receives shall be fully reimbursed by Employee to Employer.

**B. Termination By Employee:**

i. Employee may, at any time, for any reason whatsoever, terminate his employment with the Employer by directing written thirty (30) day notice of termination to Employer by certified or registered mail, return receipt requested. In the event of such termination, Employee shall not be entitled to receive the termination pay provided for in paragraph 12A of this Agreement.

**13. EFFECT OF COMPENSATION ON TERMINATION:** In the event this Agreement is terminated prior to the completion of the term of employment specified herein, Employee shall be entitled to the compensation earned by and vested in him prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. Employee shall be entitled to no further compensation as of the date of termination.

**14. RESIDENCE:** Employer does require as a condition of appointment that Employee reside within twenty (20) miles of the City limits of the City of Waterford. Employee is requested to reside within twenty (20) miles of the City of Waterford because of the uniqueness of the duties of City Manager and the need of a City Manager to respond to City issues in a reasonable time period. One of the duties of the City Manager is to acquire and maintain a harmonious relationship with the residents of the City as well as with the City Council and the employees of the City. It is Employee's responsibility to keep on file with the City Clerk his current residence address.

**15. ARBITRATION/WAIVER OF JURY TRIAL:** If any dispute, controversy, or claim arising out of or relating to this Agreement or any claimed breach thereof has not been settled through direct negotiation between the parties, the parties shall endeavor to settle the dispute through mediation under the then applicable rules and procedures of the Judicial Arbitration & Mediation Services (JAMS).

If the matter has not been resolved within ninety (90) days after demand for mediation by either party, or if the mediator has concluded that the parties are at impasse, whichever shall happen first, either party shall then have the right to seek judicial intervention by the following with a court of competent jurisdiction, a claim seeking relief as to all disputed issues. The parties hereby agree that each shall waive the right to a trial by jury in connection with all issues arising out of or relating to this Agreement or any claimed breach thereof.

**16. ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**17. MODIFICATIONS:** Any modification of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

**18. EFFECT OF WAIVER:** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**19. PARTIAL INVALIDITY:** If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**20. LAW GOVERNING AGREEMENT:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**21. CAPTIONS:** The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or in any way affect it.

**IN WITNESS WHEREOF,** the City of Waterford, California has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

*(signatures on following page)*

**CITY OF WATERFORD:**

\_\_\_\_\_  
Charlie Goeken, Mayor

**EMPLOYEE:**

\_\_\_\_\_  
Michael G. Pitcock, City Manager

**ATTEST:**

\_\_\_\_\_  
Patricia Krause, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corbett J. Browning, City Attorney





**Consent 3e**  
December 7, 2023  
Tina Envia, Finance Manager  
City Council Staff Report

**Motion: Accept Compliance with Senate Bill 165 – Local Agency Special Tax and Bond Accountability Act for Fiscal Year 2022-2023.**

**SUMMARY:**

Senate Bill 165 -Local Agency Special Tax and Bond Accountability Act requires each local agency to make a public report regarding the financial status of certain special tax assessments for each fiscal year. The required report consists of the amount of funds collected and expended and the status of any project required or authorized to be funded.

**FISCAL IMPACT:**

See attached accounting of CFD 2019-1.

**ANALYSIS:**

The City is following the requirements of Senate Bill 165.

**ATTACHMENTS:**

- SB 165: Local Agency Special Tax and Bond Accountability Act Report

## SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This section of this report intends to comply with Sections 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1."

The requirements of the Act apply to the Funds for the following:

City of Waterford  
CFD 2019-1

### Purpose of Special Tax

The special tax provides funding for the costs of services which may include, but not be limited to, the maintenance of streets and street trees; street lighting; landscaping in public areas and medians including turf, trees, shrubs and associated irrigation systems; as well as the provision of other public services authorized to be funded under Section 53313(d) or (e) of the California Government Code.

The project(s) are on an annual basis.

### Collections and Expenditures

Fund Name	06/30/2022 Balance	Amount Collected	Amount Expended	06/30/2023 Balance
CFD 2019-1 Operating Fund	(\$662.52)	\$17,143.49	\$7,646.01	\$8,834.96





**Consent Calendar 3f**

December 7, 2023

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

**MOTION: Approving the Re-Appointment of Chris Barnes and Lynn Meshew to the Planning Commission, both for a 2-Year Term Ending July 2025 by majority vote of the City Council as provided in Waterford Municipal Code Section 2.24.010.**

**SUMMARY:**

Consider re-appointing Chris Barnes and Lynn Meshew to the Planning Commission, both to a 2-Year Term Ending July 2025.

**ANALYSIS:**

The Planning Commission was established pursuant to Waterford Municipal Code Chapter 2.24 and consists of five members appointed by majority vote of the City Council.

The responsibilities of the Planning Commission are:

- To prepare and recommend for adoption a comprehensive long-term general plan for the physical development of the city and of any land outside its boundaries, as provided for by the conservation and planning laws of the state.
- To prepare plans based on the master plans and drafts of such regulations, programs and legislation as may in its judgment be required for the systematic execution of the master plan, and to recommend such plans and measures to the council for adoption.
- To act as the advisory agency for the city in connection with the administration of the Subdivision and Map Act of the state and the city subdivision regulations.
- To investigate and recommend to the council plans for the improvement and beautification of the city, such as the opening, straightening, widening, closing of public streets or parking thereon; the location and improvement of public buildings and public works.
- To perform the duties of a planning commission under Articles 7, 8, 9 and 10 of Chapter 3, Title 7 and Article 3, Chapter 4, Title 7 of the Government Code of the state.

Staff has recently received letters for re-appointment from Chris Barnes and Lynn Meshew to serve on the Commission and the City Council, by majority vote, may appoint Mr. Barnes and Ms. Meshew to the Planning Commission for a 2-Year Term Ending July 2025, per Waterford Municipal Code Section 2.24.010.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL REVIEW:**

Not Applicable.

**ALTERNATIVES:**

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

**ATTACHMENTS:**

- Planning Commission Re-Appointment Request – Chris Barnes
- Planning Commission Re-Appointment Request – Lynn Meshew
- Planning Commission Roster



**REQUEST FOR RE-APPOINTMENT TO THE  
PLANNING COMMISSION**

---

To: Mayor Goeken and Members of the City Council  
From: Chris Barnes  
Date: 11/28/23  
Re: Request for Re-appointment to the Planning Commission

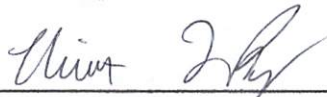
---

I, Chris Barnes, was appointed to serve a two-year term on July 1, 2021. My current term expires on July 1, 2023.

I would like to continue my service on the Planning Commission and therefore would like to request that the Mayor and Members of the City Council consider this letter as an application of interest to be reappointed to the Planning Commission for the City of Waterford for a two-year term commencing on July 1, 2025.

Thank you for your consideration.

Sincerely,

  
\_\_\_\_\_

Chris Barnes



**REQUEST FOR RE-APPOINTMENT TO THE  
PLANNING COMMISSION**

---

To: Mayor Goeken and Members of the City Council  
From: Lynn Meshew  
Date: 11/28/2023  
Re: Request for Re-appointment to the Planning Commission

---

I, Lynn Meshew, was appointed to serve an unexpired term on October 24, 2022.  
My current term expires on July 1, 2023.

I would like to continue my service on the Planning Commission and therefore  
would like to request that the Mayor and Members of the City Council consider  
this letter as an application of interest to be reappointed to the Planning  
Commission for the City of Waterford for a two-year term commencing on July 1,  
2025.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Lynn Meshew' with a long horizontal flourish extending to the right.

Lynn Meshew

CITY OF WATERFORD

# PLANNING COMMISSION



## BOARD ROSTER

<b>Brandon E. Rivers</b>	<b>Chair</b>	3rd Term July 2022 - July 2024
<b>L. Scott O'Neal</b>	<b>Commissioner</b>	2nd Term July 2022 - July 2024
<b>Christopher Barnes</b>	<b>Commissioner</b>	3rd Term July 2023 - July 2025
<b>Chris Esther</b>	<b>Commissioner</b>	2nd Term July 2022 - July 2024
<b>Lynn Meshew</b>	<b>Commissioner</b>	2nd Term July 2023 - July 2025
	<b>Alternate Commissioner</b>	1st Term July 2022 - July 2024



**MOTION:** Approving the Re-appointment of Holly Fielder to the Parks & Recreation Commission, for a 2-Year Term Ending July 2025 by the Mayor, with Approval of the City Council as Provided in Waterford Municipal Code Section 2.28.010.

**SUMMARY:**

Consider re-appointing Holly Fielder to the Parks & Recreation Commission for a 2-year term ending July 2025.

**ANALYSIS:**

The Parks and Recreation Commission was established pursuant to Waterford Municipal Code Chapter 2.28 and consists of five members appointed by the Mayor with approval of City Council.

The responsibilities of Parks & Recreation Commission is to make recommendations and advise City Council in matters pertaining to the creation, operation, maintenance, management and control of community recreation programs and the City's parks.

Staff has recently received a letter for re-appointment from Holly Fielder to serve on the Parks and Recreation Commission. City Council may approve the Mayor's appointment of Mrs. Fielder to the Parks and Recreation Commission, for a 2-year term ending July 2025 per Municipal Code Section 2.28.010.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL REVIEW:**

Not Applicable.

**ALTERNATIVES:**

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

**ATTACHMENTS:**

- Parks & Recreation Commission Letter for Re-appointment – Holly Fielder
- Parks & Recreation Commission Roster





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**REQUEST FOR RE-APPOINTMENT TO THE  
PARKS & RECREATION COMMISSION**

---

To: Mayor Goeken and Members of the City Council

From: Holly Fielder

Date: 11/27/2023

Re: Request for Re-appointment to the Parks & Recreation  
Commission

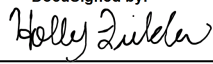
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I, Holly Fielder, was appointed to serve an unexpired term in August 2023. My current term expired on July 1, 2023.

I would like to continue my service on the Parks & Recreation Commission and therefore would like to request that the Mayor and Members of the City Council consider this letter as an application of interest to be reappointed to the Parks & Recreation Commission for the City of Waterford for a two-year term commencing on July 1, 2025.

Thank you for your consideration.

Sincerely,

DocuSigned by:  
  
E76F0C27A60D4B2...  
Holly Fielder

CITY OF WATERFORD

# PARKS & RECREATION COMMISSION



## BOARD ROSTER

<b>Michelle Finch</b>	<b>Chair</b>	July 2022 - July 2024
<b>Jose Aldaco</b>	<b>Commissioner</b>	July 2022 - July 2024
<b>Thomas Fielder</b>	<b>Commissioner</b>	July 2022 - July 2024
<b>Holly Fielder</b>	<b>Commissioner</b>	July 2023 - July 2025
<b>Dan Clipper</b>	<b>Commissioner</b>	July 2023 - July 2025
<b>Vacant</b>	<b>Alternate Commissioner</b>	July 2022 - July 2024
<b>Vacant</b>	<b>Student Advisor</b>	July 2022 - July 2024



**Consent 3h**

December 7, 2023

Patricia Krause, Administrative Services Director / City Clerk

City Council Staff Report

**Motion: Approving the City of Waterford's 2024 Local Appointments List for the Upcoming Vacancies on the City's Boards and Commissions.**

**SUMMARY:**

Review and approve the posting of the 2024 Local Appointments List.

**ANALYSIS:**

California Government Code Section 54970 et seq., known as the Maddy Act, is intended to raise the awareness of volunteer opportunities on local boards, commissions, and committees. The Act requires that City Council, by December 31 of each year, prepare and post a list of "...all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency...with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position."

The City has seven (7) regular boards and commissions whose members serve at the pleasure of the City Council. Of those seven (7) boards, four (4) have upcoming vacancies as a result of terms expiring in July 2022. The 2022 Local Appointments List includes the following upcoming vacancies and expired terms:

Planning Commission

Brandon Rivers, Commissioner	Term Expires July 2024
L. Scott O'Neal, Commissioner	Term Expires July 2024
Chris Esther, Commissioner	Term Expires July 2024

Parks & Recreation Commission

Michelle Finch, Commissioner	Term Expires July 2024
Thomas Fielder, Commissioner	Term Expires July 2024
Jose Aldaco, Commissioner	Term Expires July 2024

Community Development Committee (Committee has not met due to COVID)

Vacant, At-Large	Term Expires July 2024
Vacant, At-Large	Term Expires July 2024
Vacant, Planning Commissioner	Term Expires July 2024
Vacant, Business Owner	Term Expires July 2024
Vacant, Parks & Rec. Commissioner	Term Expires July 2024
Vacant, Council Member	Term Expires July 2024
Vacant, Citizen	Term Expires July 2024

Appeals and Hearing Board

*(Planning Commission members serve simultaneously as the Appeals and Hearing Board.)*

Brandon Rivers, Commissioner	Term Expires July 2024
L. Scott O'Neal, Commissioner	Term Expires July 2024
Chris Esther, Commissioner	Term Expires July 2024

**FISCAL IMPACT:**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ALTERNATIVES:**

1. Take no action. This is not recommended, as the City will be out of compliance with Government Code Section 54970 et seq.
2. Provide direction to Staff.

**ATTACHMENTS:**

- Maddy Act 2024 Local Appointment List

**CITY OF WATERFORD**  
**COUNTY OF STANISLAUS**  
**STATE OF CALIFORNIA**

Pursuant to (*Govt Code Section 54970 – 54974*) the **Maddy Local Appointive List Act**, the following constitutes an appointment list of all regular and ongoing City Boards, Commissions and Committees

**APPEALS AND HEARING BOARD (FPPC Form 700)**

**Qualifications:** A five-member board made up of the Planning Commission.  
**Purpose:** The Appeals Hearing Board is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to the administrative citation process for code enforcement violations. The board’s objective is to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City’s review of violations of the Waterford Municipal Code relating to code enforcement cases.

<u>MEMBER(S)</u>	<u>TERM ENDS</u>
Brandon E. Rivers	7/2024
L. Scott O’Neal	7/2024
Chris Esther	7/2024
Chris Barnes	7/2025
Lynn Meshew	7/2025
Alt. Board Member, Vacant	7/2025

**COMMUNITY DEVELOPMENT COMMITTEE (FPPC Form 700)**

**Qualifications:** One Council Member, One Planning Commission Member, One Parks and Recreation Member, two local business owners, and three at-large members.  
**Purpose:** The Community Development Committee purpose is to retain existing business and to recruit new businesses to Waterford, as well as promoting activities and services in Waterford.

<u>MEMBER(S)</u>	<u>TERM ENDS</u>
Vacant, Business Owner	7/2024
Vacant, Parks & Recreation Commission Member	7/2024
Vacant, Planning Commission Member	7/2024
Vacant, Business Owner	7/2024
Vacant, At-Large	7/2024
Vacant, At-Large	7/2024
Vacant, Council Member	7/2024

**WATERFORD PLANNING COMMISSION (FPPC Form 700)**

**Qualifications:** A five-member and one alternate commission with overlapping two-year terms. All members shall be residents of the City of Waterford.  
**Purpose:** Fairly and impartially represents the citizens of Waterford and those within its sphere of influence on planning issues brought before the Commission and applies applicable laws, policies, ordinances, municipal codes and existing General Plan conditions to decisions/ recommendations to the City Council.

<u>MEMBER(S)</u>	<u>TERM ENDS</u>
Brandon E. Rivers	7/2024
L. Scott O’Neal	7/2024
Chris Esther	7/2024
Chris Barnes	7/2025
Lynn Meshew	7/2025
Alt. Board Member, Vacant	7/2025

**WATERFORD PARKS & RECREATION COMMISSION (FPPC Form 700)**

**Qualifications:** A five-member and one alternate commission with overlapping two-year terms. All members shall be residents of the City of Waterford.  
**Purpose:** Assists in providing for the acquisition, protection, and enhancement of City parklands and open space and assists in developing, implementing, and coordinating recreation and cultural services through advisement of the City Council.

<u>MEMBER(S)</u>	<u>TERM ENDS</u>
Michelle Finch	7/2024
Thomas Fielder	7/2024
Holly Fielder	7/2025
Jose Aldaco	7/2024
Dan Clipper	7/2025
Vacant, Alt. Commissioner	7/2025

**SUCCESSOR AGENCY (FPPC Form 700)**

**Qualifications:** A five-member commission made up of the City Council.  
**Purpose:** The Successor Agency has fiduciary responsibilities to the holders of enforceable obligations and taxing entities. Health & Safety Code Section 34179. The holders of enforceable obligations are owed money by the successor agency. The taxing entities will receive property taxes after the following payments have been made: pass-through payments: enforceable obligations; and successor agency administrative costs.

<u>MEMBER(S)</u>	<u>TERM ENDS</u>
Charlie Goeken, Chair *Upon expiration of Council Seat	11/2024
Jamie Hilton, Member *Upon expiration of Council Seat	11/2024
Jill Kitchens, Member *Upon expiration of Council Seat	11/2024
Elizabeth Talbott, Member *Upon expiration of Council Seat	11/2026
Christine Harris, Member *Upon expiration of Council Seat	11/2026

**WPFA (FPPC Form 700)**

**Qualifications:** A five-member commission made up of the City Council.  
**Purpose:** To provide for the financing of the public capital improvements for, and working capital, liability, and other insurance requirements of, a local agency through the acquisition by the Authority of such public capital improvements and the leasing thereof to a local agency pursuant to bond purchase agreements and/or lending of funds by the Authority to a local agency.

<u>MEMBER(S)</u>	<u>TERM ENDS</u>
Charlie Goeken, Chair *Upon expiration of Council Seat	11/2024
Jamie Hilton, Member *Upon expiration of Council Seat	11/2024
Jill Kitchens, Member *Upon expiration of Council Seat	11/2024
Elizabeth Talbott, Member *Upon expiration of Council Seat	11/2026
Christine Harris, Member *Upon expiration of Council Seat	11/2026

**WATERFORD TRAFFIC COMMITTEE (FPPC Form 700)**

**Qualifications:** A six-member commission made up of the City Engineer, Director of Public Works, Police Chief, City Attorney, Council member and a Waterford Citizen.  
**Purpose:** The Committee reviews requests related to traffic issues, including matters relating to parking regulations, speed limits, traffic signs, loading zones, safety, and handicapped zones. The Traffic Committee may approve or deny these requests or may make recommendations to the City Council.

<u>MEMBER(S)</u>	<u>TERM ENDS</u>
Michael Parker, Police Chief	
Vacant, Council Member *Upon expiration of Council Seat	
Rob Marler, City Engineer	
Lonnie Statzer, Public Works Superintendent	
Corbett Browning, City Attorney	
Vacant, Waterford Citizen Representative	



**General Business 6a**

December 7, 2023

Lonnie Statzer Public Works Superintendent  
City Council Staff Report

**Motion: Awarding Bid and Approving an Agreement with JPB Designs Inc. in the Amount of \$1,288,00.00 for Project No. 2023-13, “Community Center Remodel Project” and Authorizing the City Manager to Execute the Agreement.**

**SUMMARY:**

The City Council is being asked to award bid and approve an agreement with JPB Designs Inc. in the amount of \$1,288,000.00 for Project No. 2023-13 “Community Center Remodel Project” and authorizing the City Manager to execute the agreement.

**ANALYSIS:**

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

The scope of work provides for alterations to the existing community center to provide new accessible restrooms, new kitchen equipment, t-bar ceiling, new energy efficient lighting, reroof, new finishes and painting throughout. Mechanical and electrical systems and devices will be reworked. Electrical work to include the repair and installation of new electrical equipment damaged from fire. Re-roofing consists of the removal and replacement of the flat built-up roofing. All proposed improvements are within the City’s right-of-way.

On November 7, 2023, The City received 6 bids:

Bid	Company	City and State	Bid Amount
1.	JPB Designs Inc	Orangevale, CA 95662	\$1,288,000.00
2.	JHK Construction Inc	Escalon, CA 95320	\$1,296,000.00
3.	Marvulli Inc	Merced, CA 95341	\$1,386,400.00
4.	Menghetti Construction Inc	Modesto, CA 95357	\$1,387,000.00
5.	Simile Construction Service Inc	Modesto, CA 95356	\$1,398,141.00
5.	Bobo Construction Inc	Elk Grove, CA 95624	\$1,699,000.00

**FISCAL IMPACT**

Funding for this project will come from the General Fund for fiscal year 2023/2024. The adopted budget for 2023-204 included \$800,000 for this project. The bid as accepted will require an additional appropriation of \$696,800. The additional appropriation will be funded as follows: \$100,000 from the proceeds of the sale of 109 E Street, \$225,000 will be transferred to the General Fund from the Waterford Public Financing Authority out of unrestricted reserve in that fund, and the remaining \$396,800 will come from General Fund Reserve. With adjustment to the General Fund Reserve for excess carryover of \$223,922 from prior year and other anticipated changes the General Fund Reserve, with addition of the additional funds needed for this project, is expected to be at 52% of budgeted expenses.

The project budget is as follows:

Expenses

Total Project Cost	Construction Contract	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$1,496,800	\$1,288,000.00	\$128,800.00	\$40,000	\$40,000

Funding Source:

Funding Title	Funding Required	Budget Number
General Fund	\$1,496,800	1010-560-8020
	Total	\$1,496,800

**ENVIRONMENTAL REVIEW:**

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

**ALTERNATIVES:**

1. Council could choose not to move forward with these improvements and direct staff to reduce the scope of work and rebid the project.

**ATTACHMENTS:**

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





# NOTICE OF AWARD

## Description of Work: **COMMUNITY CENTER REMODEL PROJECT**

To JPB Designs Inc  
(Contractor)

5650 Main Ave Suite 2 Orangeville CA 95662  
(Address)

Orangeville, CA 95662  
(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 December 7, 2023.

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

(\$1,288,000.00) you are hereby notified that your Proposal has been accepted.

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

Dated this 7th day of December , 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: **COMMUNITY CENTER REMODEL PROJECT**

To \_\_\_\_\_  
(Contractor)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip)

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

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

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

**OWNER: City of Waterford**

### ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Contractor,

and \_\_\_\_\_ as Surety,

are held firmly bound unto \_\_\_\_\_

hereinafter called "Owner", in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars,

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

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

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

**PAYMENT BOND  
(CONTINUED)**

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

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Contractor's Seal)

\_\_\_\_\_  
(Surety Seal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address & Telephone Number)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Contractor,

and \_\_\_\_\_ as Surety,

are held firmly bound unto \_\_\_\_\_

hereinafter called "Owner", in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars,

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

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

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

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

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Contractor's Seal)

\_\_\_\_\_  
(Surety Seal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address & Telephone Number)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**A G R E E M E N T**  
**FOR**  
**PUBLIC IMPROVEMENT**  
**PROJECT NO. 2023-13**  
**“COMMUNITY CENTER REMODEL”**

THIS AGREEMENT, is entered between the CITY OF WATERFORD, a Municipal Corporation, herein called "City", and JPB Designs Inc. Herein called "Contractor", on **December 7, 2023**

**RECITALS**

- (a) City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided, and execution of this Agreement.
- (b) A notice was duly published for bids for the contract for the improvement hereinafter described.
- (c) On December 7, 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 July, 2023 for the project, Community Center Remodel.

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

**2. The Contract:**

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

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

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

**3. Schedule:**

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

**4. Equipment & Performance of Work:**

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

**"Community Center Remodel"**

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

**5. Contract Price:**

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

agreed to be done, the sum of: One Million, Two Hundred and Eighty-Eight Thousand Dollars (\$1,288,000.00). Said price is determined by the unit prices contained in Contractor's bid. In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials will be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

**6. Time for Performance:**

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

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

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

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

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



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

**9. 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:

JPB Designs Inc.  
Po Box N/A  
5650 Main Ave Suite 2 Orangeville, CA 95662  
Phone 916-549-6259  
FAX N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



<b>OPENED</b> 3:00pm
-------------------------

**BID SHEET OPENING LOG**  
**2023-13 - COMMUNITY CENTER REMODEL**  
**BID OPENING: TUESDAY 11/7/23 @ 3PM**

<b>COMPANY NAME / CONTACT NAME</b>	<b>AMOUNT OF BID</b>	<b>BIDDERS BOND BOND COMPANY</b>	<b>CITY/STATE/ZIP</b>
JPB DESIGNS INC 5650 MAIN AVE STE 2 ORANGEVILLE CA 95662	\$ 1,288,000.00	THE OHIO CASUALTY INSURANCE COMPANY	MONTGOMERY COUNTY PENNSYLVANIA
MENGHETTI CONSTRUCTION INC 5019 MAZE BLVD MODESTO CA 95357	\$ 1,387,000.00	THE OHIO CASUALTY INSURANCE COMPANY	MONTGOMERY COUNTY PENNSYLVANIA
JHK CONSTRUCTION INC 27727 E. TIFFANI LN ESCALON CA 95320	\$ 1,296,000.00	BERKLEY INSURANCE COMPANY	FAIRFIELD COUNTY CONNECTICUT
BOBO CONSTRUCTION INC 9722 KENT STREET ELK GROVE CA 95624	\$ 1,699,000.00	FIDELITY AND DEPOSIT COMPANY OF MARYLAND	BALTIMORE COUNTY MARYLAND
SIMILE CONSTRUCTION SERVICE INC 4725 ENTERPRISE WAY STE 1 MODESTO CA 95356	\$ 1,398,141.00	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	CITY OF HARTFORD CONNECTICUT
MARVULLI INC 1005 E. CHILDS AVE STE. A MERCED CA 95341	\$ 1,386,400.00	U.S. SPECIALTY INSURANCE COMPANY	LOS ANGELES COUNTY CALIFORNIA



**General Business 6b**

December 7, 2023

Lonnie Statzer Public Works Superintendent  
City Council Staff Report

**Resolution: Approving Resolution 2023- 55, Accepting Improvements for Project No. 2023-14, “Emergency Repair of River Pointe Well 1” and Authorizing the City Engineer to File a Notice of Completion with the Stanislaus County Recorder’s Office.**

**SUMMARY:**

City Council is being asked to approve Resolution 2023-55, accepting the improvements for Project No. 2023-14, “Emergency Repair of River Pointe Well 1” and authorize the City Engineer to file a Notice of Completion with the Stanislaus County Recorder’s Office.

**ANALYSIS:**

On September 20, 2023, Hawk 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’ Hawk 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.

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

**FISCAL IMPACT**

Funding for this project will come from the Water Funds for fiscal year 2023/2024

Revenues:

Funding Title	Funding Required	Funding Line Code
Water Fund	\$42,195.43	5070-800-7420
	Total	\$42,195.43

No General Fund money will be used for this project.

**ENVIRONMENTAL REVIEW:**

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

**ALTERNATIVES:**

1. Council could choose not to accept the NOC.

**ATTACHMENTS:**

- Resolution 2023-55
- Notice of Completion
- 2018-57 Resolution
- Howk Systems Estimate

**WATERFORD CITY COUNCIL  
RESOLUTION # 2023-55**

**APPROVING RESOLUTION 2023-55, ACCEPTING IMPROVEMENTS FOR PROJECT NO. 2023-14, “EMERGENCY REPAIR OF RIVER POINTE WELL 1” 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 “Emergency Repair of River Pointe Well 1” bid documents; and

**WHEREAS**, it is the City Engineer’s opinion the improvements have been constructed and installed in accordance with AWWA and State standards; 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 7<sup>th</sup> day of December 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

RESOLUTION 2023-55

**CITY OF WATERFORD**

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Charlie Goeken, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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PATRICIA KRAUSE, CMC  
City Clerk

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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 November 16, 2023. The name of the contractor, for such work of improvement was Howk Systems, Inc.
6. The nature of the work of improvement was Fixed a hole in casing, repaired shaft, motor and flushed out well.
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: 13717 brook way Waterford, ca 95386
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



**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 Pointe Well #1 repairs

## MATERIAL

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
Shafting 1 1/4" x 10'	16	ea	250.00	4000.00
Rubber bearings 1 3/8" x 3"	16	ea	30.00	480.00
Shaft sleeves 1 1/4" x 1 3/8"	16	ea	52.00	832.00
Bearing for pump head	1	ea	550.00	550.00
Second video after brush to locate hole	1	ea	1,000.00	1000.00
Patch for hole at 169'	1	ls	13,875.00	13875.00
Gravel - May take more gravel or time or both to get gravel pack full and setteled into place if additional time is required unit prices will apply	10	yrd	275.00	2750.00

MATERIAL SUBTOTAL	23,487.00
TAX (7.875)	1,848.43
MATERIAL TOTAL	25,335.43

## LABOR

LABOR DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
Brushing to expose hole	8	hrs	190.00	1,520.00
Install shaft sleeves for proper stick up	8	hrs	105.00	840.00
Machine shop	8	hrs	105.00	840.00
Swab gravel	24	hrs	190.00	4,560.00
Install pump	16	hrs	280.00	4,480.00

LABOR TOTAL	12,240.00
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## EQUIPMENT

EQUIPMENT DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
Rig for brushing	1	day	600.00	600.00
Pump rig 2 days install pump 3 days swab gravel in place	5	day	600.00	3,000.00
Flatbed	2	day	240.00	480.00
Flatbed - to pick up gravel	1	day	540.00	540.00

EQUIPMENT TOTAL	4,620.00
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TERMS:

PROJECT TOTAL: \$42,195.43

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **Informational Items 8**

December 7, 2023

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

### **Informational Items.**

#### **SUMMARY:**

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

#### **FISCAL IMPACT:**

N/A

#### **ANALYSIS:**

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

#### **ENVIRONMENTAL REVIEW:**

N/A

#### **ALTERNATIVES:**

N/A

#### **ATTACHMENTS:**

8a: City Project List

# City Projects

## Streets

Name	Owner	Priority	Estimated Cost	Update
Yosemite Ave. Pedestrian Project (Caltrans)	Michael Pitcock Lonnie Statzer	High	\$6,000,000 (SHOPP)	Construction to begin September/October 2023
F Street Overlay	Michael Pitcock Lonnie Statzer	High	\$1,500,000 (Measure L)	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)	Awarded 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)	In Construction
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	Complete
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