

In-person participation by the public will be permitted. In addition, remote public participation is available in the following ways:

- 1. Livestream online at www.atwater.org (Please be advised that there is a broadcasting delay. If you would like to participate in public comment, please use the option below).*
- 2. Submit a written public comment prior to the meeting: Public comments submitted to cityclerk@atwater.org by 4:00 p.m. on the day of the meeting will be distributed to the City Council, and made part of the official minutes but will not be read out loud during the meeting.*

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the City in advance of the meeting, and as soon as possible, at (209) 357-6241.

CITY OF ATWATER

City Council

AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

March 25, 2024

CALL TO ORDER:

5:30 PM

ROLL CALL: (City Council)

Ambriz _____, Button _____, Cale _____, Raymond _____, Nelson _____

CLOSED SESSION:

Adjourn to Conference Room A

- Pursuant to Government Code Section 54957, Public Employee Performance Evaluation; Title: Interim City Manager**

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

6:00 PM

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council)

Ambriz _____, Button _____, Cale _____, Raymond _____, Nelson _____

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION

SUBSEQUENT NEED ITEMS: (The City Clerk shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need items require a two-thirds vote of the members of the City Council present at the meeting.)

APPROVAL OF AGENDA AS POSTED OR AS AMENDED: (This is the time for the City Council to remove items from the agenda or to change the order of the agenda.)

Staff's Recommendation: Motion to approve agenda as posted or as amended.

PRESENTATIONS

- **Monthly report by Merced County District 3 Supervisor McDaniel**

CONSENT CALENDAR

NOTICE TO THE PUBLIC

<p>Background information has been provided on all matters listed under the Consent Calendar, and these items are considered to be routine. All items under the Consent Calendar are normally approved by one motion. If a Councilmember requests separate discussion on any item, that item will be removed from the Consent Calendar for separate action.</p>

TREASURER'S REPORT:

1. **February 29, 2024**

Staff's Recommendation: Acceptance of report as listed.

WARRANTS:

2. **March 25, 2024**

Staff's Recommendation: Approval of warrants as listed.

MINUTES: (Citizens' Oversight Committee)

- 3. **December 12, 2023 - Special meeting**
Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (City Council)

- 4. a.) **February 26, 2024 - Regular meeting**
b.) **March 11, 2024 - Regular meeting**
Staff's Recommendation: Approval of minutes as listed.

RESOLUTIONS:

- 5. **Approving and Authorizing the Annual Local Transportation Fund (LTF) Claim to be filed with Merced County Association of Governments (MCAG) for Fiscal Year 2023-24 and Approving a Budget Amendment (Public Works Director Vinson)**
Staff's Recommendation: Adoption of Resolution No. 3447-24, approving the annual Local Transportation Fund (LTF) Claim to be filed with the Merced County Association of Governments (MCAG) for Fiscal Year 2023-24; and authorizes and directs the Interim City Manager to execute the Claim form on behalf of the City; and adoption of Resolution No. 3448-24, approving Budget Amendment No. 10 regarding FY 2023-24 Local Transportation Fund.

AGREEMENTS:

- 6. **Approving and Authorizing a Purchase and Sale Agreement for Osborn Park Improvement Project 22-06 for APN: 156-060-010; and approving expenditure of any additional and related closing expenses (Interim City Manager Thompson)**
Staff's Recommendation: Adoption of Resolution No. 3449-24 approving and authorizing the Purchase and Sale Agreement for approximately 0.43 acres (18,894 sq. ft) of real property in the amount of Thirty-Seven Thousand and Five Hundred Dollars (\$37,500) for Osborn Park Improvements Project 22-06, in a form approved by the City Attorney and approves the expenditure of any additional reasonable and related closing expenses and authorizes and directs the Interim City Manager, or his designee, to execute all related documents on behalf of the City.

- 7. **Awarding a General Construction Agreement with Best Contracting Service, Inc. for the Community Center Roof Repairs (Categorically Exempt (CE) pursuant to the California Environmental Quality Act (CEQA) guidelines, Section 15301) (Public Works Director Vinson)**
Staff's Recommendation: Awards a General Construction Agreement, in a form approved by the City Attorney, to Best Contracting Service, Inc. of Gardena, California, for the Community Center Roof Repairs, City Project 24-01, in an amount not to exceed \$80,886.00 and authorizes construction contract change orders up to an aggregate amount of \$8,088.60 (10%); and authorizes and directs

the Interim City Manager, or his designee to execute all contract documents on behalf of the City.

OTHER ACTIONABLE ITEMS:

- 8. **Approving Specifications and Authorizing Advertising and Calling for Bids for Suncrest Street and Fortuna Avenue Overlay Project** (Public Works Director Vinson)
Staff's Recommendation: Approval of specifications and authorizing advertising and calling for bids for the Suncrest Street and Fortuna Avenue Overlay Project, Project No. 24-09, Bid Call Number 728-24.
- 9. **Receiving and Filing Development Impact Fee Annual Report for FY 2022-23 and Adopt Resolution Making Five-Year Findings Regarding the Development Impact Fees for Fiscal Years 2017-18 to 2021-22** (Interim City Manager Thompson)
Staff's Recommendation: Receives and files the annual Development Impact Fee (“DIF”) Report for Fiscal Year (“FY”) 2022-23 and approves Resolution No. 3450-24 Making Five-Year Findings Regarding the DIFs for Fiscal Years 2017-18 to 2021-22.

ORDINANCES (WAIVING SECOND READING AND ADOPTION):

- 10. **Adoption of an Ordinance Approving Zone Change No. 23-22-0300 changing the Zoning Designation from Planned Development (PD-14) to General Commercial (C-G) for the Property Located at APN: 150-190-036** (Interim City Manager Thompson)
Staff's Recommendation: Adoption of Ordinance No. CS 1067 approving Zone Change No. 23-22-0300 for a parcel located on the north side of Bellevue Road approximately 0.15 miles west of Redwood Avenue (APN: 150-190-036).

END OF CONSENT CALENDAR

CITY MANAGER REPORTS/UPDATES:

- 11. **Updates from the Office of the Interim City Manager**

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

At this time any person may comment on any item which is not on the agenda. You may state your name and address for the record; however, it is not required. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. Please limit comments to a maximum of three (3) minutes.

CITY COUNCIL REPORTS/UPDATES:

- **City Council Member Cale, District 1**
- **City Council Member Button, District 2**
- **City Council Member Ambriz, District 3**
- **Mayor Pro Tem Raymond, District 4**
- **Mayor Nelson**

CLOSED SESSION:

Continuation of Closed Session if necessary

ADJOURNMENT:

CERTIFICATION:

I, Kory J. Billings, City Clerk of the City of Atwater, do hereby certify that a copy of the foregoing agenda was posted at City Hall a minimum of 72 hours prior to the meeting.

KORY J. BILLINGS
CITY CLERK

SB 343 NOTICE

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk during normal business hours at 1160 Fifth Street, Atwater, California.

If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 750 Bellevue Road, Atwater, California.



In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission or Committee meeting due to a disability, please contact the City Clerk's Office a minimum of three (3) business days in advance of the meeting at (209) 357-6241. You may also

send the request by email to cityclerk@atwater.org.

Unless otherwise noted, City Council actions include a determination that they are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), and therefore, that CEQA does not apply to such actions.

MARCH 2024

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5 General Plan Workshop #3 @ 6:00PM - Mitchell Sr. Elem - Gym, 1753 Fifth Street	6	7	8	9
10 Daylight Saving Time Begins	11 City Council Meeting - 6:00 PM	12 Citizens' Oversight Committee Meeting - 5:30 PM	13	14	15	16 City of Atwater Spring Clean up 7:00 AM - Noon
17	18	19	20 Planning Commission Meeting - 6:00 PM	21 General Plan Workshop #4 @ 6:00PM - Juniper Elementary, 661 E. Juniper Avenue	22	23 Easter Egg Hunt 10 AM Veterans Park
24	25 Audit & Finance Meeting - 4:30 PM	26	27	28 Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM	29	30
31 	City Council Meeting - 6:00 PM					



APRIL 2024



SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8 City Council Meeting - 6:00 PM	9	10	11	12	13
14	15	16	17 Planning Commission Meeting - 6:00 PM	18	19	20
21	22 Audit & Finance Meeting - 4:30 PM City Council Meeting - 6:00 PM	23	24	25 Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM	26	27
28	29	30				

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 2/29/2024

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001 General Fund	16,988,533.27	1,024,354.33	1,055,247.59	16,957,640.01
0003 General Fund Capital	(675,227.64)	95,065.21	388.76	(580,551.19)
0004 Public Safety Trans & Use Tax	2,130,505.67	972,509.21	1,019,057.72	2,083,957.16
0005 Ferrari Ranch Project Fund	2,306.29	0.00	0.00	2,306.29
0007 Measure V Fund	4,642,715.39	59,664.62	0.00	4,702,380.01
0008 Measure V 20% Alternative Modes	755,291.04	14,916.15	50.37	770,156.82
0009 Abandoned Veh Abatement Fund	(6,901.41)	5,926.52	1,649.88	(2,624.77)
0010 Measure V Regional Fund	(113,321.84)	0.00	3,873.70	(117,195.54)
1005 Police Grants Fund	60,012.25	53,726.00	5,950.00	107,788.25
1010 ARPA-American Rescue Plan Act	3,721,097.92	0.00	177,739.77	3,543,358.15
1011 Gas Tax/Street Improvement	(186,885.52)	66,069.84	65,871.43	(186,687.11)
1013 Local Transportation Fund	379,763.96	0.00	97,282.26	282,481.70
1015 Traffic Circulation Fund	1,505,005.19	0.00	0.00	1,505,005.19
1016 Applegate Interchange	778,294.11	0.00	0.00	778,294.11
1017 RSTP-Regional Surface Transp Prog	2,655,374.89	0.00	0.00	2,655,374.89
1018 SB1-Road Maint & Rehab RMRA	2,261,848.39	77,807.04	74,275.00	2,265,380.43
1019 LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020 Parks and Recreation Fund	1,966,916.80	1,707.90	0.00	1,968,624.70
1021 Parks Grants Fund	(1,571.39)	0.00	0.00	(1,571.39)
1040 General Plan Update-Housing Element	(85,406.00)	0.00	0.00	(85,406.00)
1041 General Plan Update Fund	2,157,394.27	0.00	31,323.00	2,126,071.27
1055 Neighborhood Stabilization	222,886.60	0.00	0.00	222,886.60
1059-80 Housing Grant Funds	818,369.14	1,000.00	0.00	819,369.14
1091 Police Facility Impact Fee	200,593.12	0.00	0.00	200,593.12
1093 Fire Facility Impact Fee	260,505.38	0.00	0.00	260,505.38
1095 Government Building Facility	279,287.75	0.00	0.00	279,287.75
3064-67 Redevelopment/Successor Agency Funds	2,665,656.61	875.61	0.00	2,666,532.22
4020 Performance Bond Trust	221,575.23	0.00	0.00	221,575.23
4030 Narcotics Program Trust	2,092.73	0.00	0.00	2,092.73
4060 Section 125 Medical	1,724.49	70.00	0.00	1,794.49

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 2/29/2024

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
4070 Section 125 Dependent Care	0.00	0.00	0.00	0.00
4080 Pension Rate Stblztn 115 Trust	389,867.09	9,659.01	0.00	399,526.10
4090 CFD No. 1 Trust	132,118.98	0.00	0.00	132,118.98
5001-55 All Maintenance Districts	1,367,267.22	0.00	40,460.65	1,326,806.57
5050 CFD Districts	120,057.58	0.00	33,761.02	86,296.56
6000 Water Enterprise Fund	12,825,969.52	751,828.67	170,672.12	13,407,126.07
6001 Water Fund Capital Replacement	484,704.02	0.00	37,921.30	446,782.72
6002 DBCP Settlement	20,755.94	0.00	0.00	20,755.94
6004 Water Well- Buhach Colony	185,495.82	0.00	0.00	185,495.82
6005 Water Capital Impact Fees	2,673,370.10	0.00	0.00	2,673,370.10
6006 Water Operating Reserve Fund	181,885.75	0.00	0.00	181,885.75
6007 1,2,3-TCP Fund	13,591,971.16	0.00	87,926.25	13,504,044.91
6010 Sewer Enterprise Fund	14,709,653.05	1,006,923.85	816,184.76	14,900,392.14
6011 Sewer Fund Capital Replacement	3,752,125.28	0.00	0.00	3,752,125.28
6020 Sanitation Enterprise	2,744,650.40	283,531.20	332,579.96	2,695,601.64
7000 Internal Service Fund	621,562.06	212.67	159,660.43	462,114.30
7001 ISF Equipment/Bldg Replacement	201,428.90	0.00	0.00	201,428.90
7010 Employee Benefits Fund	775,584.80	6,467.04	77,903.89	704,147.95
7020 Risk Management	317,775.89	0.00	4,594.50	313,181.39
7030 Information Technology	461,677.49	0.00	44,065.68	417,611.81
9090 Accrued Interest Fund	1,670,767.96	2,116.00	0.00	1,672,883.96
TOTAL	100,837,125.70	4,434,430.87	4,338,440.04	100,933,116.53

Prepared by: 
Jared Moua, Accountant I

Approved by: 
Mark Borba, City Treasurer

**Statement of Changes in Cash Balance
by Bank
As of 2/29/2024**

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	64,720,586.84			64,720,586.84
City - RMA Long-Term Investment Fund	1,181,553.00	2,116.00		1,183,669.00
City Checking & Investment Accounts	7,852,391.20	4,422,648.08	3,885,628.93	8,389,410.35
Wastewater Checking	2,934,009.13		371,171.36	2,562,837.77
RA Obligation Retirement Fund	993,928.68	7.78		993,936.46
US Bank/Chandler Asset Mgt.	22,764,789.76		81,639.75	22,683,150.01
PARS Post-Employment Benefits Trust	389,867.09	9,659.01		399,526.10
	<u>100,837,125.70</u>	<u>4,434,430.87</u>	<u>4,338,440.04</u>	<u>100,933,116.53</u>
Totals	<u>100,837,125.70</u>	<u>4,434,430.87</u>	<u>4,338,440.04</u>	<u>100,933,116.53</u>

Prepared by: 
Jared Moua, Accountant I

Approved by: 
Mark Borba, City Treasurer

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))
Investments are made pursuant to the City Council approved Investment Policy and Guidelines.
The City of Atwater has the ability to meet its pooled expenditure requirements for the next six months.

Bank Account Detail			
City LAIF	64,720,586.84	Chase General Checking	8,438,563.88
Chandler Asset Mgt.	1,183,669.00	Chase Wastewater Checking	2,562,837.77
US Bank/Chandler Asset Mgt.	22,683,150.01	Chase Redevelopment Checking	993,936.46
PARS Post-Employment Benefits Trust	399,526.10	Chase Savings Account	0.00

WARRANT SUMMARY FOR MARCH 25, 2024

PREPARED BY: JOSEPH MURILLO

ACCOUNTS PAYABLE WARRANT	\$ 830,463.29
PREWRITTENS (CHECKS PROCESSED BETWEEN WARRANTS)	\$ 85,544.72

ADDITIONAL WARRANTS

DATE	DESCRIPTION	AMOUNT
3/8/2024	AFSCME District Council 57	\$ 1,033.02
3/8/2024	APOA Union Dues	\$ 2,801.55
3/8/2024	EPARS Employee 457 Plan (PNC Bank)	\$ 4,458.00
3/8/2024	PERS Health - February 2024	\$ 122,257.48
3/8/2024	PERS Retirement 2/15/24 - 2/28/24	\$ 58,505.66
3/8/2024	State Disbursement - Child Support	\$ 115.38
		\$ -
		\$ -
		\$ -
		\$ -
TOTAL ADDITIONAL WARRANTS		\$ 189,171.09

PAYROLL

DATE	DESCRIPTION	AMOUNT
3/7/2024	Net Payroll	\$ 201,047.06
3/8/2024	Federal Taxes	\$ 64,251.32
3/8/2024	State Taxes	\$ 7,895.48
TOTAL PAYROLL		\$ 273,193.86

GRAND TOTAL	\$ 1,378,372.96
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Mark Borba City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 3/21/2024 - 11:47 AM



City of
Atwater
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	03/08/2024	General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,801.55
0	03/08/2024	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,033.02
0	03/08/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		20,515.52
0	03/08/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		17,723.00
0	03/08/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,144.90
0	03/08/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		17,723.00
0	03/08/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,144.90
0	03/08/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,009.03
0	03/08/2024	General Fund	Deferred Compensation	PNC BANK		700.00
0	03/08/2024	General Fund	Deferred Compensation	PNC BANK		3,758.00
0	03/08/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		7,895.48
0	03/08/2024	General Fund	Pers Deduction	PERS-RETIREMENT		2,959.75
0	03/08/2024	General Fund	Pers Deduction	PERS-RETIREMENT		997.56
0	03/08/2024	General Fund	Pers Deduction	PERS-RETIREMENT		7,046.39
0	03/08/2024	General Fund	Pers Benefits	PERS-RETIREMENT		2,985.56
0	03/08/2024	General Fund	Pers Benefits	PERS-RETIREMENT		1,134.93
0	03/08/2024	General Fund	Pers Benefits	PERS-RETIREMENT		6,834.00
0	03/08/2024	General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	03/08/2024	General Fund	Pers Benefits	PERS-RETIREMENT		15,833.29
0	03/08/2024	General Fund	Pers Benefits	PERS-RETIREMENT		9,918.57
0	03/08/2024	General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
Check Total:						139,060.41
0	03/07/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		10,881.95
0	03/07/2024	General Fund	Miscellaneous Bills	PERS-HEALTH		1,661.29
0	03/07/2024	General Fund	Pers Health Payable	PERS-HEALTH		109,353.37
0	03/07/2024	Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		360.87
Check Total:						122,257.48
Report Total:						261,317.89

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 3/21/2024 - 11:18 AM

PREWRITTENS



City of
Atwater
Community Pride City Wide
 750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24718		Risk Management Fund	Claim Payments/Settlements	JULIA CORONADO		65,788.00
					Check Total:	65,788.00
24719	03/13/2024	Risk Management Fund	Claim Payments/Settlements	TOMASSIAN PIMENTEL & SHAPAZIAN		15,000.00
					Check Total:	15,000.00
24720	03/18/2024	Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		10.21
					Check Total:	10.21
24721	03/18/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		131.51
					Check Total:	131.51
24722	03/18/2024	Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		4,615.00
					Check Total:	4,615.00
					Report Total:	85,544.72

Accounts Payable

Checks by Date - Detail by Check Date

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City of
Atwater
 Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CHA999	CHASE	03/25/2024	
	3042024	Tadich Grill		35.92
	3042024	CMRTA		150.00
	3042024	YICC Membership-Mark Pereida		75.00
	3042024	Fosters Freeze		120.60
	3042024	CPCA Executive Assistant-Stefani		675.00
	3042024	Lowe's		17.30
	3042024	Calif. Peace Officer Assn		324.00
	3042024	In-Shape		30.00
	3042024	American Airlines		848.41
	3042024	Canva		844.99
	3042024	EV Charging		26.49
	3042024	Adobe		19.99
	3042024	Lowe's		143.93
	3042024	Fedex		25.91
	3042024	Vistaprint		72.84
	3042024	League of Calif		-675.00
	3042024	Home Depot		15.03
	3042024	Jams@209		77.84
	3042024	Carls Jr		16.57
	3042024	Home Depot		153.63
	3042024	Evgo		16.76
	3042024	Hyatt Regency		1,286.76
	3042024	Clovis Cleaners		55.36
	3042024	Home Depot		44.24
	3042024	Liebert Cassidy		3,500.00
	3042024	CACEO		100.00
	3042024	JAMF Software		268.00
	3042024	Lowe's		872.18
	3042024	Lifetime		43.47
	3042024	American Airlines		1,225.21
	3042024	League of Calif		650.00
	3042024	Saguaro Palm Springs		882.24
	3042024	Revival Animal Health		434.99
	3042024	Disneyland Hotel		926.64
	3042024	Walmart		99.83
	3042024	American Airlines		1,085.20
	3042024	Saguaro Palm Springs		882.24
	3042024	Uber		36.70
	3042024	Electrify America		37.52
	3042024	Calif. Peace Officer Assn		150.00
	3042024	Quickship Keys		12.60
	3042024	Tractor Supply		17.28
	3042024	Lowe's		11.86
	3042024	Home Depot		33.10
	3042024	Marriott Burbank		477.74
	3042024	JAMF Software		268.00
	3042024	RS Warehouse Stamps		81.75
	3042024	Jams@209		52.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for this ACH Check for Vendor CHA999:	16,550.12
			Total for 3/25/2024:	16,550.12
			Report Total (1 checks):	16,550.12

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 3/21/2024 - 11:22 AM



City of
Atwater
Community Pride City Wide
 760 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	03/25/2024	General Fund	Special Departmental Expense	CHASE		72.84
0	03/25/2024	General Fund	Uniform & Clothing Expense	CHASE		55.36
0	03/25/2024	General Fund	Memberships & Subscriptions	CHASE		324.00
0	03/25/2024	General Fund	Memberships & Subscriptions	CHASE		100.00
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		77.84
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		52.00
0	03/25/2024	General Fund	Training	CHASE		150.00
0	03/25/2024	General Fund	Training	CHASE		675.00
0	03/25/2024	General Fund	Special Departmental Expense	CHASE		17.28
0	03/25/2024	General Fund	Special Departmental Expense	CHASE		120.60
0	03/25/2024	General Fund	Special Departmental Expense	CHASE		872.18
0	03/25/2024	General Fund	Memberships & Subscriptions	CHASE		75.00
0	03/25/2024	General Fund	Community Center Expense	CHASE		43.47
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		882.24
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		882.24
0	03/25/2024	Water Enterprise Fund	Special Departmental Expense	CHASE		153.63
0	03/25/2024	Internal Service Fund	Special Departmental Expense	CHASE		143.93
0	03/25/2024	Internal Service Fund	Special Departmental Expense	CHASE		11.86
0	03/25/2024	Internal Service Fund	Special Departmental Expense	CHASE		44.24
0	03/25/2024	Internal Service Fund	Special Departmental Expense	CHASE		99.83
0	03/25/2024	Internal Service Fund	Special Departmental Expense	CHASE		33.10
0	03/25/2024	Internal Service Fund	Operations & Maintenance	CHASE		37.52
0	03/25/2024	Internal Service Fund	Operations & Maintenance	CHASE		17.30
0	03/25/2024	Internal Service Fund	Operations & Maintenance	CHASE		26.49
0	03/25/2024	Internal Service Fund	Operations & Maintenance	CHASE		16.76
0	03/25/2024	Information Technology Fund	Special Departmental Expense	CHASE		268.00
0	03/25/2024	Information Technology Fund	Special Departmental Expense	CHASE		268.00
0	03/25/2024	Information Technology Fund	Special Departmental Expense	CHASE		844.99
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		477.74
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		848.41
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		1,085.20
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		650.00
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		-675.00
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		1,225.21

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	03/25/2024	General Fund	Memberships & Subscriptions	CHASE		150.00
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		926.64
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		36.70
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		16.57
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		35.92
0	03/25/2024	General Fund	Travel/Conferences/Meetings	CHASE		1,286.76
0	03/25/2024	General Fund	Office Supplies	CHASE		25.91
0	03/25/2024	General Fund	Professional Services	CHASE		30.00
0	03/25/2024	General Fund	Special Departmental Expense	CHASE		12.60
0	03/25/2024	General Fund	Special Departmental Expense	CHASE		434.99
0	03/25/2024	General Fund	Special Departmental Expense	CHASE		15.03
0	03/25/2024	General Fund	Professional Services	CHASE		19.99
0	03/25/2024	General Fund	Professional Services	CHASE		81.75
0	03/25/2024	General Fund	Training	CHASE		3,500.00
0	03/25/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		105.93
Check Total:						16,656.05
24723	03/25/2024	Sewer Enterprise Fund	Professional Services	A.M. PECHE & ASSOC. LLC		2,750.00
24723	03/25/2024	Sewer Enterprise Fund	Professional Services	A.M. PECHE & ASSOC. LLC		95.39
Check Total:						2,845.39
24724	03/25/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
24724	03/25/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
24724	03/25/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		65.20
24724	03/25/2024	General Fund	Office Supplies	AAA BUSINESS SUPPLIES & INTERIORS		130.39
Check Total:						325.99
24725	03/25/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		156.24
24725	03/25/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		156.24
24725	03/25/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		156.24
24725	03/25/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		92.07
24725	03/25/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		92.08
24725	03/25/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		92.08
Check Total:						744.95
24726	03/25/2024	General Fund	Training	ABRAHAM AGUILAR		72.62
24726	03/25/2024	General Fund	Training	ABRAHAM AGUILAR		180.76
Check Total:						253.38
24727	03/25/2024	Internal Service Fund	Professional Services	ALLWAYS TOWING LLC		280.00
24727	03/25/2024	General Fund	Professional Services	ALLWAYS TOWING LLC		280.00
24727	03/25/2024	Internal Service Fund	Professional Services	ALLWAYS TOWING LLC		450.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	1,010.00
24728	03/25/2024	Water Enterprise Fund	Accounts Payable	JOSE ANAYA		166.23
					Check Total:	166.23
24729	03/25/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		56,148.53
24729	03/25/2024	Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		124,317.64
					Check Total:	180,466.17
24730	03/25/2024	Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		7.58
24730	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		19.49
					Check Total:	27.07
24731	03/25/2024	General Fund	Communications	AT&T		219.35
					Check Total:	219.35
24732	03/25/2024	General Fund	Communications	AT&T CALNET		286.21
24732	03/25/2024	General Fund	Communications	AT&T CALNET		158.37
24732	03/25/2024	Water Enterprise Fund	Communications	AT&T CALNET		321.30
24732	03/25/2024	Sewer Enterprise Fund	Communications	AT&T CALNET		512.15
24732	03/25/2024	Internal Service Fund	Communications	AT&T CALNET		591.87
					Check Total:	1,869.90
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		372.84
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		280.48
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		821.32
24733	03/25/2024	Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		90.14
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		80.48
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		724.32
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		135.41
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		130.38
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		130.38
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		90.14
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		90.14
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		130.38
24733	03/25/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		45.07
24733	03/25/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		130.38
24733	03/25/2024	Internal Service Fund	Communications	AT&T MOBILITY		45.07
24733	03/25/2024	Information Technology Fund	Communications	AT&T MOBILITY		45.07
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		43.96
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		43.96
24733	03/25/2024	General Fund	Communications	AT&T MOBILITY		87.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24733	03/25/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		263.76
24733	03/25/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		439.60
24733	03/25/2024	Sewer Enterprise Fund	Communications	AT&T MOBILITY		527.52
24733	03/25/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.96
24733	03/25/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.96
24733	03/25/2024	Information Technology Fund	Communications	AT&T MOBILITY		124.44
Check Total:						4,961.08
24734	03/25/2024	Internal Service Fund	Special Departmental Expense	ATWATER ELECTRIC		47.30
24734	03/25/2024	Internal Service Fund	Professional Services	ATWATER ELECTRIC		170.00
24734	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	ATWATER ELECTRIC		97.30
24734	03/25/2024	Sewer Enterprise Fund	Professional Services	ATWATER ELECTRIC		425.00
24734	03/25/2024	Internal Service Fund	Special Departmental Expense	ATWATER ELECTRIC		647.60
24734	03/25/2024	Internal Service Fund	Professional Services	ATWATER ELECTRIC		680.00
Check Total:						2,067.20
24735	03/25/2024	Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		32.30
24735	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		11.60
24735	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		47.62
24735	03/25/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	BIG CREEK LUMBER COMPANY		58.16
24735	03/25/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		16.86
24735	03/25/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	BIG CREEK LUMBER COMPANY		50.41
24735	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		29.08
24735	03/25/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		69.47
24735	03/25/2024	Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		21.33
Check Total:						336.83
24736	03/25/2024	General Fund	Uniform & Clothing Expense	BOOT BARN		200.00
24736	03/25/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	BOOT BARN		200.00
Check Total:						400.00
24737	03/25/2024	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		530.68
Check Total:						530.68
24738	03/25/2024	Water Enterprise Fund	Accounts Payable	MARIA BRASIL		3.86
24738	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MARIA BRASIL		4.58
24738	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	MARIA BRASIL		2.57
Check Total:						11.01
24739	03/25/2024	Water Enterprise Fund	Accounts Payable	SUSAN BRINSON		26.82
Check Total:						26.82

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24740	03/25/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		204.00
24740	03/25/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,476.50
24740	03/25/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		952.50
24740	03/25/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		952.50
24740	03/25/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		237.00
24740	03/25/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		204.00
Check Total:						5,026.50
24741	03/25/2024	Water Enterprise Fund	Accounts Payable	TIMOTHY & JUANITA BURNS		22.70
24741	03/25/2024	Sewer Enterprise Fund	Accounts Payable	TIMOTHY & JUANITA BURNS		26.93
24741	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	TIMOTHY & JUANITA BURNS		15.11
Check Total:						64.74
24742	03/25/2024	General Fund	Professional Services	CAL FARM SERVICES		66.95
24742	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		25.24
24742	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		74.71
24742	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		254.11
24742	03/25/2024	Gas Tax/Street Improvement	Small Tools	CAL FARM SERVICES		732.69
24742	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		118.90
24742	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		32.41
24742	03/25/2024	Gas Tax/Street Improvement	Professional Services	CAL FARM SERVICES		40.00
24742	03/25/2024	Water Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		1,052.99
24742	03/25/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		60.34
24742	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		77.57
Check Total:						2,535.91
24743	03/25/2024	General Fund	Special Departmental Expense	CALIFORNIA LANDSCAPE SUPPLY, INC.		130.00
Check Total:						130.00
24744	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	CENTRAL VALLEY CONCRETE		548.10
Check Total:						548.10
24745	03/25/2024	General Fund	Professional Services	CENTRAL VALLEY FORENSIC NURSING SPEC		1,200.00
Check Total:						1,200.00
24746	03/25/2024	General Fund	Special Departmental Expense	CHURCHCHAIRS4LESS.COM		484.19
Check Total:						484.19
24747	03/25/2024	Water Enterprise Fund	Accounts Payable	JOSE CIBRIAN		48.47
Check Total:						48.47
24748	03/25/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24748	03/25/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
24748	03/25/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
24748	03/25/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		40.76
24748	03/25/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.37
24748	03/25/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		66.63
24748	03/25/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		90.37
24748	03/25/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
24748	03/25/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
24748	03/25/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
24748	03/25/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.37
24748	03/25/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		40.76
24748	03/25/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		66.63
24748	03/25/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		90.37
					Check Total:	596.90
24749	03/25/2024	General Fund	Travel/Conferences/Meetings	CITY OF LIVINGSTON		40.00
24749	03/25/2024	General Fund	Travel/Conferences/Meetings	CITY OF LIVINGSTON		40.00
24749	03/25/2024	General Fund	Travel/Conferences/Meetings	CITY OF LIVINGSTON		40.00
					Check Total:	120.00
24750	03/25/2024	General Fund	Professional Services	COLE PRO MEDIA LLC		1,000.00
24750	03/25/2024	General Fund	Communications	COLE PRO MEDIA LLC		2,200.00
					Check Total:	3,200.00
24751	03/25/2024	Internal Service Fund	Communications	COMCAST		110.27
					Check Total:	110.27
24752	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		2,318.62
24752	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		181.86
					Check Total:	2,500.48
24753	03/25/2024	General Fund	Training	JOSH CORCHADO		87.03
					Check Total:	87.03
24754	03/25/2024	Water Enterprise Fund	Accounts Payable	LUIS CORONADO		140.58
					Check Total:	140.58
24755	03/25/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
24755	03/25/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
24755	03/25/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
24755	03/25/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
24755	03/25/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24755	03/25/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
24755	03/25/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
24755	03/25/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
					Check Total:	320.00
24756	03/25/2024	Water Enterprise Fund	Accounts Payable	DANE REALTY, INC.		34.88
24756	03/25/2024	Sewer Enterprise Fund	Accounts Payable	DANE REALTY, INC.		36.65
24756	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	DANE REALTY, INC.		20.55
					Check Total:	92.08
24757	03/25/2024	General Fund	Professional Services	DEPT. OF JUSTICE		213.00
24757	03/25/2024	General Fund	Professional Services	DEPT. OF JUSTICE		128.00
24757	03/25/2024	General Fund	Professional Services	DEPT. OF JUSTICE		93.00
					Check Total:	434.00
24758	03/25/2024	General Fund	Community Center Deposits	HELEN DRAPER		210.00
					Check Total:	210.00
24759	03/25/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		101.73
24759	03/25/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		1,205.73
24759	03/25/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		161.14
					Check Total:	1,468.60
24760	03/25/2024	General Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		68.39
24760	03/25/2024	General Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		45.04
					Check Total:	113.43
24761	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	FASTENAL COMPANY		504.97
					Check Total:	504.97
24762	03/25/2024	Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS #1423		1,677.80
					Check Total:	1,677.80
24763	03/25/2024	Water Enterprise Fund	Accounts Payable	SAMUEL FLORES		170.05
24763	03/25/2024	Sewer Enterprise Fund	Accounts Payable	SAMUEL FLORES		4.58
24763	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	SAMUEL FLORES		2.44
					Check Total:	177.07
24764	03/25/2024	Internal Service Fund	Professional Services	FORK LIFT SPECIALTIES, INC.		480.00
24764	03/25/2024	Internal Service Fund	Operations & Maintenance	FORK LIFT SPECIALTIES, INC.		63.69

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						543.69
24765	03/25/2024	Water Enterprise Fund	Accounts Payable	FRANK BUYS HOUSES, LLC		33.59
24765	03/25/2024	Sewer Enterprise Fund	Accounts Payable	FRANK BUYS HOUSES, LLC		35.29
24765	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	FRANK BUYS HOUSES, LLC		19.79
Check Total:						88.67
24766	03/25/2024	General Fund	Travel/Conferences/Meetings	KRISTINA GARDNER		155.20
24766	03/25/2024	General Fund	Travel/Conferences/Meetings	KRISTINA GARDNER		94.51
Check Total:						249.71
24767	03/25/2024	Water Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		200.00
24767	03/25/2024	Water Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		151.54
Check Total:						351.54
24768	03/25/2024	Water Enterprise Fund	Accounts Payable	TROY HAUSMANN		112.20
24768	03/25/2024	Sewer Enterprise Fund	Accounts Payable	TROY HAUSMANN		133.16
24768	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	TROY HAUSMANN		74.56
Check Total:						319.92
24769	03/25/2024	General Fund	Accounts Payable	TRAVIS HAYES		2.00
24769	03/25/2024	Water Enterprise Fund	Accounts Payable	TRAVIS HAYES		149.88
24769	03/25/2024	Sewer Enterprise Fund	Accounts Payable	TRAVIS HAYES		32.07
24769	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	TRAVIS HAYES		17.98
Check Total:						201.93
24770	03/25/2024	General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		1,200.00
24770	03/25/2024	General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		300.00
24770	03/25/2024	General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		1,480.82
Check Total:						2,980.82
24771	03/25/2024	Internal Service Fund	Professional Services	INTERSTATE TRUCK CENTER		1,610.00
24771	03/25/2024	Internal Service Fund	Operations & Maintenance	INTERSTATE TRUCK CENTER		2,616.68
24771	03/25/2024	Internal Service Fund	Professional Services	INTERSTATE TRUCK CENTER		1,400.00
24771	03/25/2024	Internal Service Fund	Operations & Maintenance	INTERSTATE TRUCK CENTER		1,741.68
24771	03/25/2024	Internal Service Fund	Operations & Maintenance	INTERSTATE TRUCK CENTER		2,081.00
Check Total:						9,449.36
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		64.60
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		33.21
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		9.11
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		52.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24772	03/25/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		14.47
24772	03/25/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		8.90
24772	03/25/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		8.93
24772	03/25/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		5.96
24772	03/25/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		19.68
24772	03/25/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		14.70
24772	03/25/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		5.33
24772	03/25/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		11.18
24772	03/25/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		31.83
24772	03/25/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		8.95
24772	03/25/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		41.70
24772	03/25/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		22.81
24772	03/25/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		13.70
24772	03/25/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		15.19
24772	03/25/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		16.56
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
24772	03/25/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
24772	03/25/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
24772	03/25/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
24772	03/25/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
24772	03/25/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
24772	03/25/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
24772	03/25/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
24772	03/25/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
24772	03/25/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
24772	03/25/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
24772	03/25/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
24772	03/25/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
24772	03/25/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
24772	03/25/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
24772	03/25/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
24772	03/25/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
24772	03/25/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
24772	03/25/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
24772	03/25/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
24772	03/25/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
24772	03/25/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
24772	03/25/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24772	03/25/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
24772	03/25/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
24772	03/25/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
24772	03/25/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
24772	03/25/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
24772	03/25/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
24772	03/25/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
24772	03/25/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
24772	03/25/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
Check Total:						21,140.59
24773	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	JORGENSEN COMPANY		353.83
Check Total:						353.83
24774	03/25/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	KELLOGG SUPPLY		15.08
24774	03/25/2024	Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		313.95
24774	03/25/2024	Sewer Enterprise Fund	Small Tools	KELLOGG SUPPLY		76.84
24774	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		165.66
24774	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		8.52
Check Total:						580.05
24775	03/25/2024	RSTP-Regional Surf Transp Prog	Ace Train Platform	KRAZAN-VEIR		2,397.25
Check Total:						2,397.25
24776	03/25/2024	General Fund	Special Departmental Expense	L & L SIGNS		550.00
Check Total:						550.00
24777	03/25/2024	Water Enterprise Fund	Accounts Payable	SONIA LACHAPELLE		26.45
24777	03/25/2024	Sewer Enterprise Fund	Accounts Payable	SONIA LACHAPELLE		31.75
24777	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	SONIA LACHAPELLE		17.80
Check Total:						76.00
24778	03/25/2024	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		1,330.68
Check Total:						1,330.68
24779	03/25/2024	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		37.75
Check Total:						37.75
24780	03/25/2024	Public Safety Trans & Use Tax	Machinery & Equipment	LINE X		2,746.65
Check Total:						2,746.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24781	03/25/2024	General Fund	Professional Services	LOPES SEPTIC & PUMPING		150.00
				Check Total:		150.00
24782	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		74.81
24782	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		103.08
				Check Total:		177.89
24783	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24783	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
				Check Total:		106.73
24784	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		119.69
24784	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		164.93
				Check Total:		284.62
24785	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		89.77
24785	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		123.70
				Check Total:		213.47
24786	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24786	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
				Check Total:		106.73
24787	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24787	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
				Check Total:		142.30
24788	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24788	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
				Check Total:		106.73
24789	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		74.81
24789	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		103.08
				Check Total:		177.89
24790	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24790	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
				Check Total:		106.73
24791	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24791	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	142.30
24792	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24792	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
					Check Total:	106.73
24793	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		119.69
24793	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		164.93
					Check Total:	284.62
24794	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24794	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
					Check Total:	106.73
24795	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24795	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
					Check Total:	142.30
24796	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		104.73
24796	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		144.31
					Check Total:	249.04
24797	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24797	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
					Check Total:	106.73
24798	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		119.69
24798	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		164.93
					Check Total:	284.62
24799	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		164.57
24799	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		226.78
					Check Total:	391.35
24800	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		58.45
					Check Total:	58.45
24801	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24801	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
					Check Total:	142.30

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24802	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		179.53
24802	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		247.39
					Check Total:	426.92
24803	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		19.62
24803	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
					Check Total:	81.47
24804	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24804	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
					Check Total:	142.30
24805	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24805	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
					Check Total:	106.73
24806	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24806	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
					Check Total:	142.30
24807	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		149.61
24807	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		206.16
					Check Total:	355.77
24808	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		89.77
24808	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		123.70
					Check Total:	213.47
24809	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24809	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
					Check Total:	106.73
24810	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		104.73
24810	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		144.31
					Check Total:	249.04
24811	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		134.65
24811	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		185.54
					Check Total:	320.19
24812	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24812	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
				Check Total:		142.30
24813	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24813	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
				Check Total:		106.73
24814	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		119.69
24814	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		164.93
				Check Total:		284.62
24815	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		74.81
24815	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		103.08
				Check Total:		177.89
24816	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24816	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
				Check Total:		106.73
24817	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24817	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
				Check Total:		142.30
24818	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		119.69
24818	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		164.93
				Check Total:		284.62
24819	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		44.88
24819	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		61.85
				Check Total:		106.73
24820	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24820	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
				Check Total:		142.30
24821	03/25/2024	Water Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		59.84
24821	03/25/2024	Sewer Enterprise Fund	Accounts Payable	MAXWELL ENTERPRISES		82.46
				Check Total:		142.30
24822	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		72.06
24822	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		60.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24822	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		60.90
24822	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		51.20
24822	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		57.66
24822	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		22.00
24822	03/25/2024	Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		12,599.12
Check Total:						12,923.84
24823	03/25/2024	Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		669.68
Check Total:						669.68
24824	03/25/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		200.00
24824	03/25/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		200.00
24824	03/25/2024	General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		580.00
Check Total:						980.00
24825	03/25/2024	General Fund	Utilities	MERCED IRRIGATION DISTRICT		724.61
24825	03/25/2024	Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		895.72
24825	03/25/2024	Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		228.87
24825	03/25/2024	Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		117.23
24825	03/25/2024	Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		800.73
24825	03/25/2024	Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		61.97
24825	03/25/2024	Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		76.29
24825	03/25/2024	Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		38.17
24825	03/25/2024	Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		76.29
24825	03/25/2024	Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		357.30
24825	03/25/2024	Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		20.66
24825	03/25/2024	America West LD	Utilities	MERCED IRRIGATION DISTRICT		169.15
24825	03/25/2024	Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		375.29
24825	03/25/2024	Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		20.66
24825	03/25/2024	Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		471.07
24825	03/25/2024	Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		724.73
24825	03/25/2024	Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		585.82
24825	03/25/2024	Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		267.97
24825	03/25/2024	Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		395.15
24825	03/25/2024	Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		20.66
24825	03/25/2024	Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		429.20
24825	03/25/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		671.78
24825	03/25/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		7,021.87
Check Total:						14,551.19
24826	03/25/2024	Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		1,125.00
24826	03/25/2024	Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		86.68
24826	03/25/2024	General Fund	Special Departmental Expense	MERCED TRUCK & TRAILER INC.		94.87

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24826	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	MERCED TRUCK & TRAILER INC.		35.37
					Check Total:	1,341.92
24827	03/25/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-19,393.13
24827	03/25/2024	Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-19,408.10
24827	03/25/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,317.76
24827	03/25/2024	Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,311.34
24827	03/25/2024	Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		35,855.03
24827	03/25/2024	Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		277,258.60
					Check Total:	257,683.30
24828	03/25/2024	Internal Service Fund	Professional Services	MISTER CAR WASH		480.00
					Check Total:	480.00
24829	03/25/2024	General Fund	Communications	MOTOROLA		300.00
					Check Total:	300.00
24830	03/25/2024	Internal Service Fund	Professional Services	MUNICIPAL MAINTENANCE EQUIP.		13,689.00
24830	03/25/2024	Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIP.		8,784.36
					Check Total:	22,473.36
24831	03/25/2024	General Fund	Professional Services	MUNISERVICES LLC		731.12
					Check Total:	731.12
24832	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		1.41
24832	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	NAPA AUTO PARTS		44.91
					Check Total:	46.32
24833	03/25/2024	General Fund	Community Center Deposits	MARIA NASH		350.00
24833	03/25/2024	General Fund	Community Center Deposits	MARIA NASH		210.00
					Check Total:	560.00
24834	03/25/2024	General Fund	Special Departmental Expense	NATIONAL ASSOCIATION OF TOWN WATCH		35.00
					Check Total:	35.00
24835	03/25/2024	Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,536.58
					Check Total:	2,536.58
24836	03/25/2024	General Fund	Deposits	OLD TOWN ATWATER		547.00
24836	03/25/2024	Water Enterprise Fund	Water Service Charges	OLD TOWN ATWATER		-101.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	446.00
24837	03/25/2024	General Fund	Training	OPTEMPO TRAINING GROUP LLC		1,545.00
					Check Total:	1,545.00
24838	03/25/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		17.16
24838	03/25/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		11.95
24838	03/25/2024	Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		18.48
24838	03/25/2024	Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		23.91
24838	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		14.88
24838	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		14.13
24838	03/25/2024	Internal Service Fund	Special Departmental Expense	O'REILLY AUTO PARTS		41.31
24838	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		21.74
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		286.97
24838	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		81.83
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		54.90
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-35.44
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		77.17
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		60.32
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		67.39
24838	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		13.03
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		342.28
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		122.75
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		220.48
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		17.38
24838	03/25/2024	Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		69.58
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-17.39
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-8.54
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		155.78
24838	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		16.30
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		199.73
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		81.00
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		174.77
24838	03/25/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		32.61
					Check Total:	2,176.46
24882	03/25/2024	General Fund	Professional Services	PACE SYSTEMS, INC		3,296.00
					Check Total:	3,296.00
24839	03/25/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		27.40
24839	03/25/2024	Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		43,638.81
24839	03/25/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		60,293.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	103,959.76
24840	03/25/2024	General Fund	Accounts Payable	PANADERIA LULA'S		2.00
24840	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	PANADERIA LULA'S		142.37
					Check Total:	144.37
24841	03/25/2024	General Fund	Accounts Payable	EDUARDO PASTRANO, JR		2.00
24841	03/25/2024	Water Enterprise Fund	Accounts Payable	EDUARDO PASTRANO, JR		139.45
24841	03/25/2024	Sewer Enterprise Fund	Accounts Payable	EDUARDO PASTRANO, JR		11.46
24841	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	EDUARDO PASTRANO, JR		6.42
					Check Total:	159.33
24842	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	PERFECT BROWS		123.33
					Check Total:	123.33
24843	03/25/2024	General Fund	Training	TREVOR PHILLIPS		61.96
					Check Total:	61.96
24844	03/25/2024	Water Enterprise Fund	Special Departmental Expense	POLLARDWATER		908.92
					Check Total:	908.92
24845	03/25/2024	General Fund	Tennis Key	PRESTON'S LOCK & KEY		60.90
					Check Total:	60.90
24846	03/25/2024	General Fund	Special Departmental Expense	PROFORCE		724.22
					Check Total:	724.22
24847	03/25/2024	Water Fund Capital Replacement	Well #20A Rehab	PROVOST & PRITCHARD CONSULTING GROU		289.90
24847	03/25/2024	General Fund Capital	Phase 4 Ped Imp Proj Downtown	PROVOST & PRITCHARD CONSULTING GROU		1,381.69
24847	03/25/2024	Measure V 20% AlternativeModes	Phase 4 Ped Imp Proj Downtown	PROVOST & PRITCHARD CONSULTING GROU		179.01
					Check Total:	1,850.60
24848	03/25/2024	General Fund	Office Supplies	QUADIEN, INC.		114.00
					Check Total:	114.00
24849	03/25/2024	Water Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		11,093.75
24849	03/25/2024	Sewer Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		11,093.75
					Check Total:	22,187.50
24850	03/25/2024	Internal Service Fund	Professional Services	RAZZARI FORD\MAZDA		840.00
24850	03/25/2024	Internal Service Fund	Operations & Maintenance	RAZZARI FORD\MAZDA		63.64

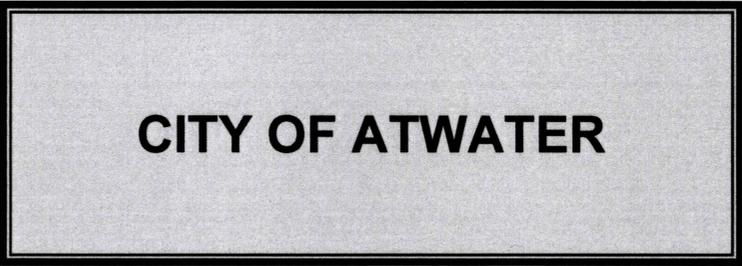
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
24850	03/25/2024	Internal Service Fund	Professional Services	RAZZARI FORD\MAZDA		682.50
24850	03/25/2024	Internal Service Fund	Operations & Maintenance	RAZZARI FORD\MAZDA		3,431.53
					Check Total:	5,017.67
24851	03/25/2024	General Fund	Special Departmental Expense	RDO EQUIPMENT CO		400.70
					Check Total:	400.70
24852	03/25/2024	General Fund	Professional Services	RONIN SERVICES		3,534.45
					Check Total:	3,534.45
24853	03/25/2024	RDVLPMT Obligation Retirement	Professional Services	RSG INC		1,206.25
24853	03/25/2024	General Fund	Professional Services	RSG INC		1,735.00
24853	03/25/2024	General Fund	Professional Services	RSG INC		262.50
24853	03/25/2024	RDVLPMT Obligation Retirement	Professional Services	RSG INC		1,475.00
24853	03/25/2024	General Fund	Professional Services	RSG INC		637.50
24853	03/25/2024	Low&Mod Inc Housing Asset Fund	Professional Services	RSG INC		537.50
24853	03/25/2024	General Fund	Professional Services	RSG INC		492.50
24853	03/25/2024	RDVLPMT Obligation Retirement	Professional Services	RSG INC		875.00
					Check Total:	7,221.25
24854	03/25/2024	Water Enterprise Fund	Accounts Payable	NOE RUIZ DE LA CRUZ		55.49
24854	03/25/2024	Sewer Enterprise Fund	Accounts Payable	NOE RUIZ DE LA CRUZ		65.85
24854	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	NOE RUIZ DE LA CRUZ		36.95
					Check Total:	158.29
24855	03/25/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	SAFE-T-LITE		46.43
24855	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		87.97
24855	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		171.04
24855	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		1,791.98
					Check Total:	2,097.42
24856	03/25/2024	Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		577.00
24856	03/25/2024	Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		577.00
24856	03/25/2024	Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		290.00
24856	03/25/2024	Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		577.00
24856	03/25/2024	Internal Service Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		143.00
24856	03/25/2024	Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		290.00
24856	03/25/2024	Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		290.00
24856	03/25/2024	Sewer Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		900.00
					Check Total:	3,644.00
24857	03/25/2024	Internal Service Fund	Professional Services	SAN JOAQUIN VALLEY UNIFIED AIR POLLUTI		1,200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	1,200.00
24858	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	NEREIDA SANCHEZ		26.97
					Check Total:	26.97
24859	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	VANNAK SAO		56.82
					Check Total:	56.82
24860	03/25/2024	Gas Tax/Street Improvement	Special Departmental Expense	SHERWIN-WILLIAMS CO.		83.07
24860	03/25/2024	Internal Service Fund	Special Departmental Expense	SHERWIN-WILLIAMS CO.		229.77
					Check Total:	312.84
24861	03/25/2024	Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		13,293.77
					Check Total:	13,293.77
24862	03/25/2024	Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC		405.00
					Check Total:	405.00
24863	03/25/2024	General Fund	Office Supplies	STAPLES		101.46
24863	03/25/2024	General Fund	Office Supplies	STAPLES		50.25
					Check Total:	151.71
24864	03/25/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,412.39
24864	03/25/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		942.81
24864	03/25/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		942.81
					Check Total:	3,298.01
24865	03/25/2024	Water Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		16.50
24865	03/25/2024	Sewer Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		17.34
24865	03/25/2024	Sanitation Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		9.73
					Check Total:	43.57
24866	03/25/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,979.27
24866	03/25/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		8,737.91
24866	03/25/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		3,206.47
24866	03/25/2024	Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		1,492.60
					Check Total:	16,416.25
24867	03/25/2024	Water Enterprise Fund	Accounts Payable	REGINALD TILLMAN		7.28
24867	03/25/2024	Sewer Enterprise Fund	Accounts Payable	REGINALD TILLMAN		8.64
24867	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	REGINALD TILLMAN		4.85

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	20.77
24868	03/25/2024	Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
					Check Total:	33.00
24869	03/25/2024	Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE		1,505.93
24869	03/25/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		2,928.59
24869	03/25/2024	Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		407.46
					Check Total:	4,841.98
24870	03/25/2024	General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		156.94
					Check Total:	156.94
24871	03/25/2024	Internal Service Fund	Operations & Maintenance	VAN DE POL		256.60
					Check Total:	256.60
24872	03/25/2024	General Fund	Travel/Conferences/Meetings	EDGAR VASQUEZ-CHAVEZ		155.47
					Check Total:	155.47
24873	03/25/2024	General Fund	Communications	VERIZON WIRELESS		342.09
24873	03/25/2024	General Fund	Communications	VERIZON WIRELESS		760.20
24873	03/25/2024	General Fund	Communications	VERIZON WIRELESS		38.01
24873	03/25/2024	General Fund	Communications	VERIZON WIRELESS		51.64
24873	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.03
24873	03/25/2024	Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
24873	03/25/2024	Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
24873	03/25/2024	Internal Service Fund	Utilities	VERIZON WIRELESS		80.02
					Check Total:	1,390.01
24874	03/25/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,094.18
					Check Total:	1,094.18
24875	03/25/2024	General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		167.18
24875	03/25/2024	Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		21.66
24875	03/25/2024	ARPA-American Rescue Plan Act	Cedar and First Parking Lot	VVH CONSULTING SERVICES		4,108.75
24875	03/25/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		2,610.00
24875	03/25/2024	Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	VVH CONSULTING SERVICES		2,750.00
24875	03/25/2024	Sewer Enterprise Fund	Eucalyptus/First Drainage Imp	VVH CONSULTING SERVICES		15,000.00
					Check Total:	24,657.59
24876	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	WARD ENTERPRISES		119.14

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	119.14
24877	03/25/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		65.43
					Check Total:	65.43
24878	03/25/2024	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
					Check Total:	29.97
24879	03/25/2024	General Fund	Special Departmental Expense	WEST STEEL & PLASTICS INC		1,303.50
					Check Total:	1,303.50
24880	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		63.50
24880	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		18.62
24880	03/25/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	WINTON HARDWARE		35.05
24880	03/25/2024	Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		150.84
24880	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		30.16
24880	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		14.41
24880	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		3.76
24880	03/25/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		7.53
24880	03/25/2024	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		73.54
24880	03/25/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		5.38
24880	03/25/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		68.90
					Check Total:	471.69
24881	03/25/2024	Water Enterprise Fund	Accounts Payable	WISDOM PROPERTY MANAGEMENT		15.26
24881	03/25/2024	Sewer Enterprise Fund	Accounts Payable	WISDOM PROPERTY MANAGEMENT		16.03
24881	03/25/2024	Sanitation Enterprise Fund	Accounts Payable	WISDOM PROPERTY MANAGEMENT		8.99
					Check Total:	40.28
					Report Total:	830,463.29

Note: Check sequence after 24838 is out of sequence due to printing error.



**SPECIAL MEETING
CITIZENS' OVERSIGHT COMMITTEE
FOR
PUBLIC SAFETY TRANSACTIONS
AND USE TAX**

ACTION MINUTES

December 12, 2023

REGULAR SESSION: (Council Chambers)

The City of Atwater Citizens' Oversight Committee for Public Safety Transactions and Use Tax met in Special Session this date at 5:30 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Chairperson Kindred-Winzer presiding.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Committee Member Ingram.

ROLL CALL:

Present: Committee Members Ingram, Vice Chairperson Santos, Chairperson Kindred-Winzer
Absent: Committee Members Garner and Perez
Staff Present: City Manager Waterman, Police Chief Salvador, CAL FIRE Battalion Chief Ayuso, Finance Director Nicholas, Administrative Assistant Peralta

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

No one came forward to speak.

MINUTES:

September 5, 2023 – Regular Meeting

MOTION: Committee Member Ingram moved to approve the minutes as listed. The motion was seconded by Committee Member Santos and the vote was: Ayes: Ingram, Santos, Kindred-Winzer; Noes: None; Absent: Garner, Perez. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Verbal Financial report (Finance Director Nicholas)

Item was moved to allow Police Chief Salvador to present his update first.

Verbal Police Department Update (Police Chief Salvador)

Police Chief Salvador verbally presented an update on the Atwater Police Department and spoke about employment, accomplishments, fleets, and grant programs.

Verbal Financial report (Finance Director Nicholas)

Finance Director Nicholas provided a budget status update.

Chairperson Kindred-Winzer asked if any committee members had any questions.

Vice Chairperson Santos asked about rents and leases and what that entails.

Finance Director Nicholas and CAL FIRE Battalion Chief Ayuso provided clarification.

Chairperson Kindred-Winzer asked if any members of the public had questions.

Jim Price asked why reports are not up to date.

Verbal Fire Department Update (CAL FIRE Battalion Chief Ayuso)

CAL FIRE Battalion Chief Ayuso provided a verbal update on the Fire Department, including employment, grant programs, Measure B funds, purchasing new vehicles, how successful the tri-tip dinner was, and Open House at Station 42.

Verbal update (City Manager Waterman)

City Manager Waterman had nothing to report.

Committee Member Ingram asked if an answer could be provided to Jim Price's question.

Finance Director Nicholas provided clarification.

ADJOURNMENT:

Chairperson Kindred-Winzer adjourned the meeting at 6:11 PM.

APPROVED:


Rosa Kindred-Winzer, Chairperson

BY: Gisela Peralta
Oversight Recording Secretary



CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

February 26, 2024

OPEN SESSION: (Council Chambers)

The City Council of the City of Atwater met in Open Session this date at 5:15 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Nelson presiding.

ROLL CALL:

Present: City Council Members Ambriz, Cale, Mayor Pro Tem Raymond, Mayor Nelson

Absent: City Council Member Button

Staff Present: Interim City Manager Thompson, City Attorney Splendorio, Assistant City Clerk Martin

CLOSED SESSION: (Conference Room A)

Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Number of cases (2)

Mayor Nelson invited public comment on Closed Session items.

No one came forward to speak.

Mayor Nelson adjourned the meeting to Conference Room A for Closed Session at 5:17 PM. Closed Session was called to order at 5:20 PM.

Council Member Button joined Closed Session in Conference Room A.

Closed Session adjourned at 5:54 PM.

REGULAR SESSION: (Council Chambers)

The City Council of the City of Atwater met in Regular Session this date at 6:00 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Mayor Nelson presiding.

INVOCATION:

The Invocation was led by Michael Giordano.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Council Member Danny Ambriz.

ROLL CALL: (City Council)

Present: City Council Members Ambriz, Button, Cale, Mayor Pro Tem Raymond, Mayor Nelson

Absent: None

Staff Present: Interim City Manager Thompson, City Attorney Splendorio, Police Chief Salvador, Finance Director Nicholas, Battalion Chief Ayuso, Public Works Director Vinson, City Clerk Billings, Assistant City Clerk Martin

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

City Attorney Splendorio reported that the City Council convened in Closed Session discussed one case, there are two cases listed but only was case was discussed received information, provided direction, and there was no reportable action.

SUBSEQUENT NEED ITEMS: ***None***

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: Council Member Button moved to approve the agenda as posted. The motion was seconded by Mayor Pro Tem Raymond and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

CEREMONIAL MATTERS:

Presentation of certificate of appreciation to Peggy Heller Elementary School for "Pennies for Presents"

City Council Member Button and Police Chief Salvador made a presentation to Peggy Heller Elementary School for their contribution with “Pennies for Presents” to the City of Atwater Fire and Police Christmas Toy Drive.

PRESENTATIONS:

Presentation by Merced Sunrise Rotary regarding The Wall that Heals

Aggie Freeman and Glenn Galman provided background information on this item.

Monthly report by Merced County District 3 Supervisor McDaniel

Merced County District 3 Supervisor McDaniel reported the following:

- **Merced County met with Air Attack CAL Fire Chief regarding potential location of aviation firefighting base at Castle.**
- **Had negotiations with Deputy Sheriff details provided.**
- **Was in Washington D.C. highlighting issues that are pertinent to Merced County, specific to National Parks.**
- **Spoke regarding Department of Finance and possible loss of awarded grant funding (claw backs).**

CONSENT CALENDAR:

Mayor Nelson opened public comment regarding items on the Consent Calendar.

Lesa Rasmussen spoke regarding the Atwater Bombers fall baseball club Use Agreement.

Jim Price spoke regarding warrants and funding matters.

Mayor Nelson closed the public comment.

MOTION: City Council Member Cale moved to approve the Consent Calendar as posted. The motion was seconded by City Council Member Ambriz and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

TREASURER’S REPORT:

1. January 31, 2024

ACTION: Acceptance of report as listed.

WARRANTS:

2. February 26, 2024

ACTION: Approval of warrants as listed.

MINUTES: (Planning Commission)

3. December 20, 2023 – Regular meeting

ACTION: Acceptance of minutes as listed.

MINUTES: (City Council)

4. February 12, 2024 – Regular meeting

ACTION: Approval of minutes as listed.

AGREEMENTS:

5. Approving Use Agreement with Atwater Bombers Baseball regarding the Use of City Fields for Organized Baseball (Public Works Director Vinson)

ACTION: Approval of a Use Agreement, in a form approved by the City Attorney, with Atwater Bombers Baseball for the use of Raymond Field, Darren Hershcler Field, Frank Reponte Field, and Miyake Field at Osborn Park for organized baseball; and authorizes and directs the City Manager, or his designer, to execute the Use Agreement on behalf of the City

6. Approving Use Agreement with Atwater Youth Soccer regarding the Use of City fields for Organized Soccer Activities (Public Works Director Vinson)

ACTION: Approval of a Use Agreement, in a form approved by the City Attorney, with Atwater Youth Soccer for the use of Veterans Park Football/Soccer Field and Joan Faul Soccer Fields for organized soccer; and authorizes and directs the Interim City Manager, or designee to execute the Use Agreement on behalf of the City.

PUBLIC HEARINGS:

Public Hearing to receive the 2023 Military Equipment Use Report for the Police Department (Police Chief Salvador)

Mayor Nelson opened the public hearing.

Police Chief Salvador provided background information on this item.

No one came forward to speak.

Mayor Nelson closed the public hearing.

MOTION: Mayor Pro Tem Raymond moved to Accept the Military Equipment Use Report from the Atwater Police Department pursuant to AB481. The motion was seconded by City Council Member Button and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Approving Resolution No. 3445-24 which Adopts the Mid-Year Budget Revenue and Expenditure Adjustments for Fiscal Year 2023-24 (Finance Director Nicholas)

Finance Director Nicholas provided a PowerPoint presentation and background information on this item.

Mayor Nelson asked if anyone would like to come forward and speak on this item.

Jim Price spoke regarding funding matters and electric vehicles.

Linda Dash spoke regarding budget and public works.

No one else came forward to speak.

MOTION: City Council Member Button moved to adopt Resolution No. 3445-24 approving Budget Amendment No. 9 amending the Fiscal Year 2023- 2024 Budget regarding revenue and expenditure adjustments based upon mid-year analysis. The motion was seconded by Mayor Pro Tem Raymond and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

Approving Amendment to Employment Agreement and Amending City of Atwater Classification Plan relating to City Manager (City Attorney Splendorio)

City Attorney Splendorio Thompson provided background information on this item.

Mayor Nelson asked if anyone would like to come forward and speak on this item.

Mary McWaters spoke regarding the job classification.

Jim Price spoke regarding job classification and Municipal Code.

Gabe Santos spoke regarding job classifications.

City Attorney Splendorio and Human Resources Director Sousa spoke regarding various public comments and questions.

MOTION: City Council Member Button moved to approve Employment Agreement Amendment with Greg Thompson and authorize and direct the Mayor to execute the Agreement on behalf of the City; and adopt Resolution No. 3446-24 amending

the City of Atwater Classification Plan relating to City Manager. The motion was seconded by City Council Member Cale and the vote was: Ayes: Cale, Ambriz, Raymond, Button, Nelson; Noes: None; Absent: None. The motion passed.

CITY MANAGER REPORTS/UPDATES:

Interim City Manager Updates

Interim City Manager Thompson reported the following:

- ***Interim City Manager Thompson spoke regarding HCD funds.***
- ***Reported regarding an encampment resolution funding opportunity with the County of Merced.***
- ***Police Chief Salvador spoke regarding a program to help prevent vehicle theft.***

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

Mayor Nelson clarified that under the Brown Act, members of the public are entitled to directly address the City Council and are not entitled to address their comments to other members of the public or to staff.

Mayor Nelson opened public comment.

Linda Dash spoke regarding staff working together.

Christan Santos, Field Representative for Congressman John Duarte, provided an update regarding Congressman Duarte's office.

Ron Daugherty spoke regarding traffic lights.

Jim Price spoke regarding the Citizens Oversight Committee.

Gloria Avalos spoke regarding traffic on Olive Avenue.

Gabe Santos spoke regarding a recent vehicle accident.

Mayor Nelson closed the public comment.

CITY COUNCIL REPORTS/UPDATES:

City Council comments

City Council Member Button welcomed Atwater Bombers and spoke regarding traffic at 5 corners.

Mayor Pro Tem Raymond had nothing to report.

City Council Member Ambriz had nothing to report.

City Council Member Cale congratulated Peggy Heller for raising funds for the Toy Drive and thanked the Finance department for a great update.

Mayor Nelson spoke regarding the General Plan Update Workshops and locations.

ADJOURNMENT:

Mayor Nelson adjourned the meeting at 7:46 PM.

JANELL MARTIN
ASSISTANT CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: March 25, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Michael Hayes, Contract City Engineer
SUBJECT: **Approving and Authorizing the Annual Local Transportation Fund (LTF) Claim to be filed with Merced County Association of Governments (MCAG) for Fiscal Year 2023-24 and Approving a Budget Amendment (Public Works Director Vinson)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3447-24, approving the annual Local Transportation Fund (LTF) Claim to be filed with the Merced County Association of Governments (MCAG) for Fiscal Year 2023-24; and authorizes and directs the Interim City Manager to execute the Claim form on behalf of the City; and adoption of Resolution No. 3448-24, approving Budget Amendment No. 10 regarding FY 2023-24 Local Transportation Fund.

I. BACKGROUND/ANALYSIS:

BACKGROUND:

The City is eligible to submit an annual claim for disbursements of Local Transportation Funds (LTF). The Merced County Association of Governments (MCAG), as the designated transportation planning agency for Merced County, is responsible to schedule the Transportation Development Act (TDA) apportionments for the Merced County region, which include LTF. MCAG is also the administering agency for the allocation of these disbursements. Disbursements are made after eligible jurisdictions submit an authorizing resolution and a claim form to MCAG.

ANALYSIS:

LTF funds are disbursed to eligible jurisdictions making a valid claim for non-transit uses allowed under Public Utilities Code (PUC) Section 99402, for purposes necessary and convenient to the development, construction, and maintenance of the City's streets and highways network. The MCAG Governing Board approved the Apportionment Schedule with Resolution 2024/01-18-02 (**EXHIBIT "A"**) at its regular meeting of January 18, 2024. The apportionment schedule is calculated by population and percentages of transit level of service. Per the adopted apportionment schedule, the City is eligible to receive \$230,370 in LTF funding for Fiscal year 2023-2024.

Staff prepared the annual LTF Claim (attached as Exhibit “A” to Resolution 3447-24) and identified a priority project to reconstruct Olive Avenue west of Winton Way.

II. FISCAL IMPACTS:

By adopting this resolution and filing its claim with MCAG, the City will receive \$230,370 in LTF funding for Fiscal Year 2023-2024. Upon approval of Budget Amendment No. 10, sufficient funding will be available in the FY 2023-24 Budget, Local Transportation (LTF), Capital Project, 24-07 Olive Ave Reconstruction Account No. XXXX-XXXX-XXXX to fund the project as identified above, this account will be created pending Council approval of the item.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney’s Office.

IV. EXISTING POLICY:

This item is consistent with goal numbers one (1) and two (2) of the City's 2020-2025 Strategic Plan: to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departmental managers.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is considered an exempt activity under provision of the California Environmental Quality Act (CEQA) under Section 15301 “existing facilities” therefore not subject to further analysis. Further, any other necessary or required environmental review will occur prior to any specific project approval.

IX. STEPS FOLLOWING APPROVAL:

Upon adoption of Resolution 3447-24, the Interim City Manager shall execute and file the City’s LTF Claim for Fiscal Year 2023-24.

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Greg Thompson, Interim City Manager

Attachments:

1. 3447-24 Approving LTF Claim Submittal for FY 23-24
2. Exhibit A to CC Reso 3447-24 LTF Claim Form SR
3. Exhibit A to Staff Report for CC Reso 3447-3448 - 2024-01-18-02 - Resolution Authorize the Transportation Development Act Apport
4. Resolution No. 3448-24 BA No. 10 LTF FY 2023-24



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 3447-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AND AUTHORIZING THE ANNUAL LOCAL TRANSPORTATION FUND (LTF) CLAIM TO BE FILED WITH THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) FOR FISCAL YEAR 2023-24

WHEREAS, under the Transportation Development Act of 1971 (“TDA”), Local Transportation Fund (“LTF”) monies are available to cities for public transportation, construction and maintenance of local streets and roads, and for pedestrian or bicycle facilities under certain circumstances; and

WHEREAS, the City of Atwater (“City”) meets all requirements to qualify for said scheduled apportionment allocated through the Merced County Association of Governments (“MCAG”), as the designated regional transportation planning agency; and

WHEREAS, the annual apportionment of LTF monies have been scheduled for disbursement to each jurisdiction in accordance with the requirements of the TDA; and

WHEREAS, the City’s scheduled apportionment amount of LTF monies available to claim is **\$230,370** for Fiscal Year 2023-2024; and

WHEREAS, the City’s proposed expenditures of LTF monies are in conformity with the Regional Transportation Plan as adopted by MCAG; and

WHEREAS, the City has submitted a certified fiscal audit within 180 days after the end of the fiscal year, except where an extension (90-day maximum) was granted by MCAG; and

WHEREAS, the City has reported expenditures of monies received for streets and highways purposes to the State Controller on or before October 1; and

WHEREAS, MCAG has determined that there are no unmet transit needs for the City that are reasonable to meet and that if MCAG determines that there are unmet transit needs, including needs that are reasonable to meet, then the unmet transit needs shall be funded before any allocation is made for streets and roads;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve and authorize the filing of the annual LTF Claim attached hereto as **EXHIBIT A** and incorporated herein for Fiscal Year **2023-2024** in the amount of **\$230,370**.

The foregoing resolution is hereby adopted this 25th day of March 2024.

AYES:
NOES:
ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

LTF CLAIM INSTRUCTIONS – Streets & Roads Claims

These guidelines are intended to assist eligible applicants with their Local Transportation Fund (LTF) claims, and not to replace the Transportation Development Act (TDA) Statutes and California Code of Regulations manual. All references to Sections of the CAC or PUC in the following explanations and forms refer to Title 21 of the California Administrative Code and Chapter 4 of the Public Utilities Code and are identified throughout the forms for easy reference. **Each claimant is responsible for compliance with all applicable statutes and codes. In addition, the claimant must provide to MCAG all required audits and reports.**

Claim Eligibility

These eligibility requirements apply to ALL claimants for LTF monies:

1. A claimant shall be eligible for funds if its proposed expenditures are in conformity with the Regional Transportation Plan **(CAC Section 6651)**.
2. A claimant shall be eligible for funds if it has submitted a certified fiscal audit within 180 days after the end of the fiscal year to MCAG, except where an extension (90-day maximum) was granted by MCAG **(PUC Section 99245 and CAC Section 6664)**.

These eligibility requirements apply to LTF Streets and Roads claims:

1. A claimant shall be eligible for funds if expenditures of monies received for streets and highways purposes are reported to the State Controller on or before October 1 **[PUC Section 99406 and CAC Section 6665]**.
2. A claimant shall be eligible for funds if MCAG determines for the area of the claimant that there are no unmet transit needs that are reasonable to meet. If MCAG determines that there are unmet transit needs, including needs that are reasonable to meet then the unmet transit needs shall be funded before any allocation is made for streets and roads **[PUC Section 99401.5(c)]**.

Eligible Expenses

Eligible expenses for local streets and roads include the following **(PUC Section 99402)**:

- development, construction, and maintenance of streets and highways
- planning and contributions to the transportation planning process
- acquisition of real property
- construction of facilities and buildings

**LOCAL TRANSPORTATION FUND CLAIM
FY 2023-2024**

Claimant:

Type of Claim:	Amount of Claim:
<input checked="" type="checkbox"/> STREETS & ROADS	\$ <u>230,370</u>
<input type="checkbox"/> PEDESTRIAN & BICYCLE FACILITIES	\$ _____
<input type="checkbox"/> OTHER (indicate purpose & TDA Section number _____)	\$ _____
<input type="checkbox"/> TOTAL	\$ _____

It is understood by this claimant that payment of the claim is subject to approval by MCAG, to such monies being on hand and available for distribution, and to the provision that such monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved and in accordance with the LTF Claim Instructions and the Transportation Development Act.

Further, the Chief Financial Officer of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of my knowledge.

Authorized Representative:

Signature

Greg Thompson

Print or type name

Interim City Manager

Title

March 25, 2024

Date

Signature of Chief Financial Officer/ Authorized Agent

LTF STREETS & ROADS CLAIM 2023-2024

Claimant: City of Atwater

Project Title, Location(s), and Description

City Project Number: 24-07

Project Name: Olive Avenue Reconstruction

Description/Location: Reconstruct and improve Olive Avenue west of Winton Way. Work will include pavement rehabilitation and reconstruction/replacement of any other required facilities required for the pavement rehabilitation such as curb ramps, curbs and gutters, and pavement markings.

Total Project Cost by Funding Source

<u>Funding Source</u>	<u>Amount</u>
1. Local Transportation Fund	\$230,370
2.	\$
3.	\$
Total	\$

***for additional projects add information on the following page**

Prepared by: _____

Signature

Greg Thompson

Type or print name



RESOLUTION NO. 2024/01-18-02

RESOLUTION OF THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS APPROVING THE TDA APPORTIONMENT SCHEDULE FOR FISCAL YEAR 2023/2024

WHEREAS, Merced County Association of Governments (MCAG) is the designated regional transportation planning agency for Merced County; and

WHEREAS, the Transit Joint Powers Authority for Merced County (TJPA) provides consolidated transit service throughout Merced County, and provides public transportation services to the general public; and

WHEREAS, the TJPA as the transit service provider for Merced County proposes to serve, at a minimum, all claimant areas of Merced County within their jurisdictions at the level of public transportation services that are reasonable to meet as defined by the MCAG Governing Board; and

WHEREAS, specific efforts undertaken by MCAG in the transportation planning process and approval of the unmet transit needs process were previously approved by the MCAG Governing Board by resolution on February 16, 2023; and

WHEREAS, the Yosemite Area Regional Transportation System (YARTS) provides mass transit service in the Yosemite National Park region, including Merced County, and provides public transportation services to the general public; and

WHEREAS, the Transportation Development Act (TDA) informs how Local Transportation Fund, State Transit Assistance and State of Good Repair funds are apportioned; and

WHEREAS, the apportionments for the Merced County region for FY 23/24 are as follows:

Local Transportation Fund	\$12,000,000
State Transit Assistance	\$3,697,588
State of Good Repair	\$482,117

NOW THEREFORE BE IT RESOLVED, that the TDA apportionment schedules for Fiscal Year 2023/2024 are:

Local Transportation Fund (LTF)	
Administration and Planning	\$393,562
County Auditor- Administration	\$3,400
MCAG- TDA Administration	\$155,245
MCAG-Transportation Planning	\$234,917
Bicycle and Pedestrian	\$60,133
Transit	\$9,454,096
Rail Reserve (5%)	\$600,000
TJPA Operations	\$6,054,096
TJPA Capital	\$2,500,000
YARTS	\$300,000
Local Streets and Roads	\$2,092,209
City of Atwater	\$230,370
City of Dos Palos	\$41,355

City of Gustine	\$43,591
City of Livingston	\$104,538
City of Los Banos	\$347,168
City of Merced	\$660,768
County of Merced	\$664,419

State Transit Assistance (STA)			
Recipient	Program 99313	Program 99314	Total
TJPA	\$3,529,808	\$86,690	\$3,616,498
YARTS	----	\$81,090	\$81,090
	\$3,529,808	\$167,780	\$3,697,588

State of Good Repair (SGR)			
Recipient	Program 99313	Program 99314	Total
TJPA	\$460,241	\$11,303	\$471,544
YARTS	----	\$10,573	\$10,573
	\$460,241	\$21,876	\$482,117

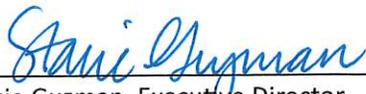
The above resolution was approved by the Merced County Association of Governments on January 18, 2024 by Director Nagy who moved its adoption and duly seconded by Director Samra and which was adopted by the following vote:

AYES: Directors Espinosa, Hogue, Serratto, McDaniel, Samra, Nagy, Nelson, Elanez, Pedrozo

NOES: None

ABSENT: Directors Pareira, Silveira

APPROVED:


 Stacie Guzman, Executive Director
 Merced County Association of Governments


 Joshua Pedrozo, Chair
 Merced County Association of Governments
 Governing Board



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. 3448-24

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING BUDGET
AMENDMENT NO. 10 AMENDING 2023/24
FISCAL YEAR BUDGET REGARDING FISCAL
YEAR 2023/24 LOCAL TRANSPORTATION FUND**

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3397-23 adopting the 2023/24 Fiscal Year Budget on June 12, 2023; and

WHEREAS, from time to time, and in order to operate effectively, it is necessary to amend said budget;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve Budget Amendment No. 10 to the 2023-2024 Fiscal Year Budget as follows:

SECTION 1: Increasing budget in Local Transportation Fund for Fiscal Year 2023-2024.

Establish Budget (Expense)	XXXX-XXXX- XXXX	Olive Avenue Reconstruction	\$230,370
Increase Budget (Revenue)	1013-0000-3145	Local Transportation	\$230,370

BE IT FURTHER RESOLVED that a copy of this resolution appends to the original budget document that is available in the Finance Department and the City Clerk/Board Clerk's office.

The foregoing resolution is hereby adopted this 13th day of March, 2023.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

**KORY J. BILLINGS
CITY CLERK**



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: March 25, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Interim City Manager
PREPARED BY: Christina Thurman, Executive Assistant
SUBJECT: **Approving and Authorizing a Purchase and Sale Agreement for Osborn Park Improvement Project 22-06 for APN: 156-060-010; and approving expenditure of any additional and related closing expenses (Interim City Manager Thompson)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3449-24 approving and authorizing the Purchase and Sale Agreement for approximately 0.43 acres (18,894 sq. ft) of real property in the amount of Thirty-Seven Thousand and Five Hundred Dollars (\$37,500) for Osborn Park Improvements Project 22-06, in a form approved by the City Attorney and approves the expenditure of any additional reasonable and related closing expenses and authorizes and directs the Interim City Manager, or his designee, to execute all related documents on behalf of the City.

I. BACKGROUND/ANALYSIS:

The City Council is being asked to consider the adoption of Resolution No. 3449-24 which is for the approval and authorization of a Purchase and Sale Agreement for 329 E. Bellevue Road, Atwater CA 95301, also known as, Assessors Parcel Number 156-060-010. The proposed acquisition consists of partial acquisition of the property, approximately 0.43 acres (18,894 sq. ft). The portion of the property to be acquired is unimproved land. The portion to be acquired does not have access to East Bellevue Road. It is irregular in shape, and visibility is limited. The parcel to be acquired is directly adjacent to the southwesterly border of Osborn Park.

The proposed acquisition is for the Osborn Park Improvement Project 22-06 to add necessary parking, circulation, and other park amenities at the Park.

Osborn Park, which is located across from 760 E. Bellevue Road, is in need of park improvements such as additional parking and new recreational activity enhancements. During recreational events, vehicles park on the grass and across the street at the Community Center due to lack of parking stalls. This leads to sprinkler damage, and safety concerns about park users having to cross E. Bellevue Road (a designated 5 lane arterial roadway) to get to the park. This crossing has no traffic signals or stops to

slow traffic down, so this leads to a dangerous condition for the park users.

II. FISCAL IMPACTS:

Sufficient funding is available for the acquisition in the Osborn Park Rehabilitation Project Account in the Parks and Recreation Fund, 1020-1080-V039. Per the 2003 Public Facility Development Impact Fee Study, parkland acquisition is an approved expenditure.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

This item is consistent with goal numbers one (1) and two (2) of the City's Strategic Plan: to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reouted and reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide public comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

The City finds that the proposed action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15004(b)(2)(a), as the City is proposing to enter into a land acquisition agreement which would require CEQA review, prior to any future use of the land and, alternatively, is exempt from CEQA review pursuant to CEQA section 15061(b)(3), where it can be seen with certainty that there is no possibility that the purchase may have a significant effect on the environment.

IX. STEPS FOLLOWING APPROVAL:

If City Council approves this item staff will prepare necessary documents for acquisition.

Submitted and Approved by:



Greg Thompson, Interim City Manager

Attachments:

1. Resolution No. 3449-24
2. Purchase and Sale Agreement APN 156-060-010 (Say)



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. 3449-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AND AUTHORIZING A PURCHASE AND SALE AGREEMENT FOR OSBORN PARK IMPROVEMENT PROJECT 22-06 FOR APN: 156-060-010; AND APPROVING THE EXPENDITURE OF ANY ADDITIONAL AND RELATED CLOSING EXPENSES.

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3375-23 adopting the 2022-2023 Fiscal Year Budget on June 27, 2022; and,

WHEREAS, the City has been negotiating with property owner to purchase the property for the Osborn Park Improvements; and,

WHEREAS, the City desires to purchase approximately 0.43 acres (18,894 sq ft) of real property located at APN: 156-060-010; and,

WHEREAS, the City has reached a final agreement with the owner of the property; and,

WHEREAS, the City of Atwater adopted Resolution No. 3449-24 on March 25th, 2024, to approve Purchase and Sale Agreement for Osborn Park Improvement Project 22-06 to add additional parking and new recreational activity enhancements located at 329 E. Bellevue Road (APN: 156-060-010); and

WHEREAS, this project is statutorily exempt under California Environmental Quality Act (CEQA) guideline 15004(b)(2)(a), as the City is proposing to enter into a land acquisition agreement which would require CEQA review, prior to any future use of the land and, alternatively, is exempt from CEQA review pursuant to CEQ section 15061(b)(3), where it can be seen with certainty that there is no possibility that the purchase may have a significant effect on the environment; and,

WHEREAS, __ person(s) spoke in favor of the Purchase and Sale Agreement, __ person(s) spoke in opposition of the Purchase and Sale Agreement, and __ written comment(s) have been submitted either in opposition or in favor of the Purchase and Sale Agreement; and,

WHEREAS, the proposed Purchase and Sale Agreement for Osborn Park Improvement Project 22-06 would not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community, and would not result in direct changes to the existing uses on the site; and,

WHEREAS, this purchase shall not be construed as a commitment by the City to take any action prior to compliance with the California Environmental Quality Act (“CEQA”) as to any development of the property. As such the approval of the purchase does not preclude the City’s future consideration of any alternatives or mitigation measures that CEQA would otherwise require to be considered, including the alternative of not going forward with the development of the property; and,

WHEREAS, the City Council has determined that the following findings can be made for the Purchase and Sale Agreement in support of the Project:

1. That this project is exempt from CEQA review under CEQA guideline section 15004(b)(2)(a), and CEQA guideline section 15061(b)(3).
2. The public hearing for this Purchase and Sale Agreement was adequately noticed and advertised.
3. Adoption of the resolution will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve resolve, declare, and determine as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The City Council hereby approves and authorizes the Purchase and Sale Agreements for Osborn Park Improvement Project 22-06 for approximately .43 acres of real property located at APN: 156-060-010 and authorizes the expenditure of any necessary and related closing costs.
3. The City Manager, or his designee, is authorized and directed to execute purchase and sale agreements and such other documents necessary to effectuate the transaction contemplated by this Resolution, in such forms as are approved by the City Attorney.
4. The City Manager is authorized and directed to perform such actions as are necessary to carry out the purpose and intent of this resolution.
5. The Resolution shall take effect immediately upon adoption.

The foregoing resolution is hereby adopted this 25th day of March 2024.

**AYES:
NOES:
ABSENT:**

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this "**Agreement**") is dated as of March 5, 2024 for references purposes only, between SAY CARLOS C & LORETTA Y 1987 LIVING TRUST, ("**Seller**"), and CITY OF ATWATER, a California municipal corporation ("**Buyer**"). The "**Effective Date**" of this Agreement is the date this Agreement is fully executed by both Buyer and Seller.

ARTICLE 1. AGREEMENT OF SALE.

Subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following (collectively, the "**Property**"):

1.1 Land. Seller is the owner of the real property, comprised of that certain parcel of real property consisting of approximately 0.43 acres (18,894 sq. ft.), referred to as Assessor's Parcel No. 156-060-010, located in Merced County, California. The real property is more particularly described or depicted in Exhibit A, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (collectively, the "**Land**").

The Land is sometimes referred to in this Agreement as the "**Property**".

ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) and Buyer shall pay all closing costs up to Five Thousand Dollars (\$5,000.00) for a total amount not to exceed Forty-Two Thousand Five Hundred Dollars (\$42, 500.00) for acquisition.

2.2 Deposit/Purchase Price. Within five (5) business days after the Effective Date, Buyer shall deposit One Thousand and 00/100 Dollars (\$1,000.00) into Escrow (as defined below) with First American Title Company, Attn.: Rosalba Ramirez, 209-388-1334 ("**Escrow Holder**") into an interest bearing account on behalf of Buyer (the "**Deposit**"). The deposit shall be refundable to Buyer unless Buyer waives all contingencies by the expiration of the Due Diligence Period. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. Buyer shall pay the Purchase Price to Seller through escrow at the Closing described in Section 9.1. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow the Purchase Price, subject to adjustment by

reason of any applicable prorations and the allocation of closing costs described below. The Deposit and Purchase Price shall be made by wire transfer of federal funds, cashier's check or in another immediately available form. Notwithstanding anything herein to the contrary, One Hundred Dollars (\$100.00) of the Initial Deposit (the "**Independent Consideration**") shall not be refundable to Buyer, but shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained. If the Deposit is refunded to Buyer for any reason pursuant to this Agreement, the Independent Consideration shall be subtracted from the Deposit pursuant to this Section.

ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The "**Due Diligence Period**" means the period beginning on the Effective Date and ending at 5:00 p.m. on the date sixty (60) days later. Buyer shall have the right to extend the Due Diligence Period by one (1) additional thirty (30) day period upon written notice to Seller.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation ("**Due Diligence Investigation**") may include, at Buyer's option: a physical inspection of the Land, including soil, geological and other tests, including, without limitation a Phase 1 Environmental Assessment or a Phase 2 Environmental Assessment, provided such Phase 2 assessment is approved by Seller which approval shall not be unreasonably withheld; review of all governmental matters affecting the Property, including zoning, environmental matters; review of the condition of title to the Property; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 3.2, Buyer and its representatives shall have the right of access to the Property during reasonable business hours to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's control.

3.2 Delivery of Preliminary Documents. Within five (5) days after the Effective Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") in Seller's possession or control.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than ten (10) days before the Effective Date, covering the Property and issued by First American Title Company (the "**Title**

Company"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.3 Reports. Any environmental or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control; and

3.2.4 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

3.3 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval. If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within ten (10) days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and any additional documents previously delivered by Seller to Buyer within five (5) business days of such termination.

3.4 Title Review.

3.4.1 Monetary Liens. At its expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

3.4.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than

the Monetary Liens) in the exercise of Buyer's sole discretion, within thirty (30) days after the later of (a) the Effective Date, or (b) Buyer's receipt of such Preliminary Title Report, together with copies of all documents referred to therein. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller written notice of termination, or (b) give Seller a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within fourteen (14) days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 9.6.1.

3.4.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least five (5) days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.4.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 9.6.1.

3.4.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the time specified above, then Buyer shall be deemed to have disapproved the same.

ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.3;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.4.

4.1.3 Title Policy. Seller having caused the Title Company to deliver to Buyer (a) an ALTA Standard Owner's policy of title insurance, provided that Buyer may require an ALTA Extended Coverage Policy if Buyer pays the incremental premium for ALTA extended coverage ("**Title Policy**") (or at Buyer's election a binder therefor) for the Property, or (b) the Title Company's irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the

Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 3.4; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**").

4.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 337 Bellevue Road Closing. Buyer's obligations under this Agreement shall be contingent upon the City of Atwater's acquisition of certain real property located at 337 E. Bellevue Road ("**377 Bellevue Acquisition**"). In the event the 377 Bellevue Acquisition does not occur, Buyer shall have the option, in Buyer's sole and absolute discretion, to terminate this Agreement and upon such termination, Escrow Agent shall return the Deposit to Buyer, and neither Buyer nor Seller shall have any further obligation to one another.

4.1.7 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit C.

4.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 Compliance. The Property, is in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private. Seller has not received any request either formal or informal, oral or written, that Seller modify or terminate any use of the Property. The Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Property to Buyer.

5.2 Documents. All of the Preliminary Documents which have been delivered or made available to Buyer pursuant to Article 3, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any information required to make the submission thereof accurate and complete in all material respects.

5.3 Taxes and Condemnation. There are no presently pending or contemplated special taxes or assessments which will affect the Property. There are no presently pending or contemplated proceedings to condemn or demolish the Property or any part of it.

5.4 Contracts/Leases/Occupancy Rights. There are no agreements or other obligations to which Seller is party or by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases or occupancy agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property.

5.5 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.6 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey. Except the following: An easement to Southern California Gas Company for utility purposes over the property in question.

5.7 Hazardous Materials.

5.7.1 Definitions. For purposes of this Agreement:

(a) "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any

fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) "**Release**" means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.7.2 Representations:

(a) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) Neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) There is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) All required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) There exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) There are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(g) No asbestos abatement or remediation work has been performed on the Property.

(h) There is no PCB-containing equipment or PCB-containing material located on or in the Property.

5.8 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. There are no unrecorded or undisclosed documents or other matters which affect

title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

5.9 Seller's Authority. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.10 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.11 Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 5 nor elsewhere in this Agreement contain any untrue statement or any omission of a material fact.

ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty in Articles 5 and 6, respectively, shall survive the Closing Date and shall not merge with the delivery to Buyer of the Grant Deed.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

7.3 Indemnification.

7.3.1 Seller's Indemnity. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Buyer, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement and clean-up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "**Losses**"), arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement;

(b) Seller's ownership of the Property prior to the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material on or before the Closing Date, any Release of any Hazardous Material, on, under or from the Property prior to the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials on or before the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

7.3.2 Survival. Seller's obligations pursuant to this Section 7.3 shall survive the Closing.

7.3.3 Buyers Indemnity. Buyer at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Seller, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement, and all costs and expenses incurred in connection therewith,

including, without limitation, actual, out-of-pocket, attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "**Losses**"), arising directly or indirectly, in whole or in part, out of breach or alleged breach of any covenant of Buyer contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Buyer contained in this Agreement.

ARTICLE 8. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

8.1 Contracts and Documents. Seller shall not enter into any material agreement of any type affecting the Property that would survive the Closing Date.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

8.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under this Agreement, the Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Termination of Contracts. Seller at its sole cost and expense shall terminate any contracts described in Section 5.4 at or before the Closing Date.

8.6 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property without Buyer's prior consent.

8.7 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 4.1 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in Article 5 becoming false or incorrect.

ARTICLE 9. CLOSING.

9.1 Time. Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties shall close this transaction (the "**Closing**"), on the date which is thirty (30) days after the expiration of the Due Diligence Period (the "**Closing Date**"), as such date may be extended by the provisions of Article 10.

9.2 Escrow. This Article 9, together with such additional instructions as Escrow Holder shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder's additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder's obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company's commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 Seller's Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer ("**Grant Deed**") in the form attached as Exhibit B;

9.3.2 All costs of Closing attributable to Seller, including, but not limited to, the ALTA Standard increment of the premium for the Title Policy, recording fees, transfer taxes and fees, one-half of the escrow fees, sales tax and any other costs of Closing customarily paid by sellers of real property, plus or minus prorations as provided in Section 9.8; provided that, subject to Section 9.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

9.3.3 Seller's Non-foreign Certification; and

9.3.4 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

9.5.1 The Purchase Price in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder, on or before the Closing Date;

9.5.2 All costs of Closing attributable to Buyer, including, but not limited to, the ALTA Extended Coverage increment of the premium for the Title Policy, escrow fees, and any other costs of Closing customarily paid by buyers of real property, plus or minus proration as provided in Section 9.8; provided that, subject to Section 9.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement; and

9.5.3 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.3 (disapproval of Due Diligence Investigation), Section 3.4 (disapproval of title) or Article 10 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

(b) Seller's Remedies/Liquidated Damages. If before the close of escrow Buyer fails to comply with or perform Buyer's obligations under this Agreement and (except as otherwise provided in Paragraph 9.6) does not cure such failure within ten (10) business days after seller gives Buyer written notice of such failure, then Seller may thereafter: (i) terminate this Agreement; (ii) receive and retain the deposit as liquidated damages if such default occurs prior to Buyer's approval of the title review; (iii) receive and retain the deposit as

liquidated damages if such default occurs after Buyer's approval period; and (iv) exercise the other rights and remedies reserved by seller as provided in this paragraph. in the event Seller terminates this agreement by reason of Buyer's default, Buyer and Seller shall be relieved of any further obligation to each other with respect to this Agreement and the Property. It is expressly understood and agreed by Buyer and Seller: that Seller will incur substantial damages as a result of any failure by Buyer to comply with or perform Buyer's obligations under this Agreement in the form of, among other things, additional interest costs, marketing costs, opportunity costs and other related expenditures; that it is extremely difficult and impractical to calculate and ascertain as of the effective date of this Agreement the actual damages which would be suffered in such event by Seller; and that the Deposit is a reasonable estimate of the extent to which Seller may be damaged by Buyer's default in light of the difficulty the parties would have in determining Seller's actual damages as a result of such default by Buyer.

SELLER'S INITIALS

BUYER'S INITIALS

(c) Waiver of Specific Performance. Seller hereby waives the right to maintain an action for specific performance of Buyer's obligation to purchase the Property and Seller agrees that Seller can be adequately compensated in money damages if Buyer fails to purchase the Property in breach of this agreement. Seller acknowledges that the provisions of this paragraph are a material part of the consideration being given to Buyer for entering into this Agreement and that Buyer would be unwilling to enter into this Agreement in the absence of the provisions of this paragraph.

SELLER'S INITIALS

BUYER'S INITIALS

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Cause the Title Company to issue the Title Policy to Buyer;

9.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; and (b) the Non-foreign Certification;

9.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 9.8) to Seller.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Closing Costs/Prorations.

9.8.1 Closing Costs. The following are to be paid by Buyer and, or Seller, or to be apportioned by the parties as of the Closing Date as follows:

(a) Seller shall pay the premium for an ALTA standard coverage owner's policy of title insurance, and Buyer shall pay the premium for any extended ALTA coverage or endorsements, if desired;

(b) Buyer and Seller shall each pay one-half (1/2) of the cost of the Escrow fees;

(c) Buyer is a public entity and exempt from any city or county transfer taxes and recording fees;

(d) all other costs of escrow shall be paid equally by Buyer and Seller;

9.8.2 The provisions of this Section 9.8.1 shall survive the Closing.

9.8.3 Prorations. Subject to the other provisions of this Section 9.8, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than five (5) business days prior to the Closing, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed. The parties shall agree on a final prorations schedule prior to the Closing and shall deliver the same to Escrow Holder. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the parties shall promptly make any adjustment required.

9.8.4 Property Taxes. Where applicable, all real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation, all supplemental taxes attributable to the period prior to the Closing Date for the calendar year in which the Closing occurs, shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. If the amount of any installment of real property taxes is not known as of the Closing Date, then a proration shall be made by the parties based on a reasonable estimate of the real property taxes applicable to the Property and the parties shall adjust the proration when the actual amount becomes known upon the written request of either party made to the other.

9.8.5 Utility Charges. Where applicable, all utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

9.9 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the Conditions of Title.

ARTICLE 10. DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this Article 10. Seller shall promptly notify Buyer in writing of any material damage to the

Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a "**material part**" of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds Three Thousand Six Hundred Twenty Five and 00/100 Dollars (\$3,625.00); and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a "**material part**" of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds Three Thousand Six Hundred Twenty Five and 00/100 Dollars (\$3,625.00). Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed thirty (30) days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Article 10.

ARTICLE 11. GENERAL.

11.1 Fence Construction. Buyer and Seller acknowledge and agree that the Buyer intends to use the Property for public use(s) from and after the Closing. Buyer, at Buyer's expense, shall construct fencing between the border of the Property and the Seller's remaining land on or before the completion of the intended project for the Property, or at any time Buyer deems necessary. The provisions of this Section shall survive the Closing until the date the fencing is completed.

11.2 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The addresses for notice are:

SELLER: Say Carlos C & Loretta Y 1987 Living Trust

1405 San Gabriel Way,
Merced, CA 95340-2562
Phone: _____
Email: _____

BUYER: City of Atwater
Attn.: City Clerk
750 Bellevue Rd.
Atwater, CA 95301

With a copy to: Best Best & Krieger LLP.
Attn: Frank Splendorio
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 551-2088
Email: frank.splendorio@bbklaw.com

Either party may change its address by written notice to the other given in the manner set forth above.

11.3 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

11.4 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

11.5 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.6 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this

Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California, without regard to any conflict of laws principles.

11.8 Confidentiality and Publicity. The parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to (a) comply with applicable law and regulations, or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. No press release or other public disclosure may be made by Seller or any of its agents concerning this transaction without the prior consent of Buyer.

11.9 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

11.10 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

11.11 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

11.12 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

11.13 Cooperation With Exchange. Each party agrees to cooperate with the other if such party intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller's duty to cooperate shall be limited to the transfer of the Property to

Buyer or Buyer's designee and in no event will Seller exchange the Purchase Property for any exchange property designated by Buyer. The requesting party shall indemnify and defend and hold the other party harmless from any claims, loss, damages or liability arising out of participation in an exchange.

11.14 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

11.15 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.16 Commissions, Indemnity, Disclosure. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall be responsible for any broker commission associated with this purchase. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 11.16 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

11.17 Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the parties, notwithstanding that the parties may not be signatories to the same counterpart or counterparts. The parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

CITY OF ATWATER, a municipal corporation

SELLER:

SAY CARLOS C & LORETTA Y 1987 LIVING TRUST

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
City Attorney

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: _____, 2024

By: _____

Name: _____

Title: _____

EXHIBIT A
CITY OF ATWATER OSBORN PARK ADDITION 2
LEGAL DESCRIPTION

PORTION OF APN: 156-060-010

Being a portion of Parcel 1 and Parcel 2, as described in the Grant Deed recorded as document No. 1993-0039947, Volume 3162 Page 138, Merced County Records, lying in the Southwest quarter of the Southwest quarter of Section 31, Township 6 South, Range 13 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 31; thence, North 89°54'00" East along the South line of said Section 31, a distance of 785.57 feet; thence, leaving last said line, North 0°54'00" East along the Westerly line of said Parcel 1, a distance of 277.58 feet to the Westerly extension of an existing wood fence and **THE POINT OF BEGINNING**; thence, continue North 0°54'00" East 266.92 feet to the Northerly line of said Parcel 1; thence, along the Northerly line of said Parcel 1, (L4) North 89°54'00" East 40.00 feet to the Northeast corner of said Parcel 1; thence, South 0°54'00" West along the Easterly line of said Parcel 1, a distance of 179.50 feet to the Northwest corner of said Parcel 2, and Parcel 1 as shown on that certain map recorded as Volume 5 of Parcel Maps, Page 13, Merced County Records; thence, along the Northerly line of the last mentioned parcel, (L5) North 89°54'00" East 94.00 feet to the Northeast corner of last said Parcel; thence, along the Easterly line of the last said Parcel, (L6) South 0°54'00" West 78.74 feet to said existing wood fence; thence, along last said existing wood fence the following three (3) courses: (L7) South 89°22'38" West 11.79 feet; (L8) South 0°14'52" East 10.24 feet; (L9) North 89°19'18" West 122.40 feet to **THE POINT OF BEGINNING**.

Containing a net area of 0.43 acre, more or less. 18,894 sq.ft

See Exhibit B consisting of three sheets attached hereto and made a part hereof.

Prepared by:


Kaiser I. Shahbaz, L. S., 8599

4/26/2023

Date





REFERENCES:

- (R1) BOOK 5 OF PARCEL MAPS, PAGE 13, MCR
- (R2) GRANT DEED DOCUMENT NO. 1993-0039947, VOL 3162 PG 138, MCR

BASIS OF BEARINGS:

THE BEARING NORTH 89°54' EAST, FOR THE CENTERLINE ON BELLEVUE ROAD AND THE SOUTHERLY LINE OF SECTION 31, AS SHOWN ON VOLUME 17 OF OFFICIAL PLATS, PAGE 18, MERCED COUNTY RECORDS, WAS TAKEN ON THIS APPLICATION.

ABBREVIATION:

- APN ASSESSOR'S MAP
- DN DOCUMENT NUMBER
- MCR MERCED COUNTY RECORDS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- o MEASURE POINT
- ⑪ ASSESSORS PARCEL NUMBER 156-060
- VOL VOLUME
- PG PAGE

PROPERTIES OWNED BY:

CARLOS C. SAY M.D., INC
 325 E BELLEVUE ROAD
 ATWATER, CA 95301
 APN: 156-060-010



4/26/2023

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 13 EAST, MOUNT DIABLO MERIDIAN, CITY OF ATWATER, COUNTY OF MERCED, STATE OF CALIFORNIA

SHEET 1 OF 3



W:\10930300\43 SHAFFER-BELLEVUE DRAINAGE BASIN\survey\DRAWING\SHEET FILES\OSBORN PARK ADDITION 2.dwg 4/26/23 11:00 KS 4/13/2023

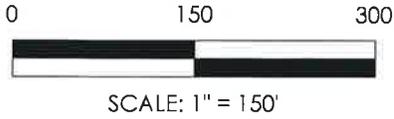
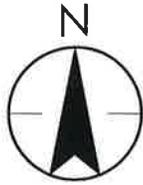
CITY OF ATWATER
 COMMUNITY DEVELOPMENT

750 BELLEVUE ROAD
 ATWATER, CA 95301

OSBORN PARK ADDITION 2 PLAT
 APN: 156-060-010
 ATWATER, MERCED COUNTY, CA

EXHIBIT

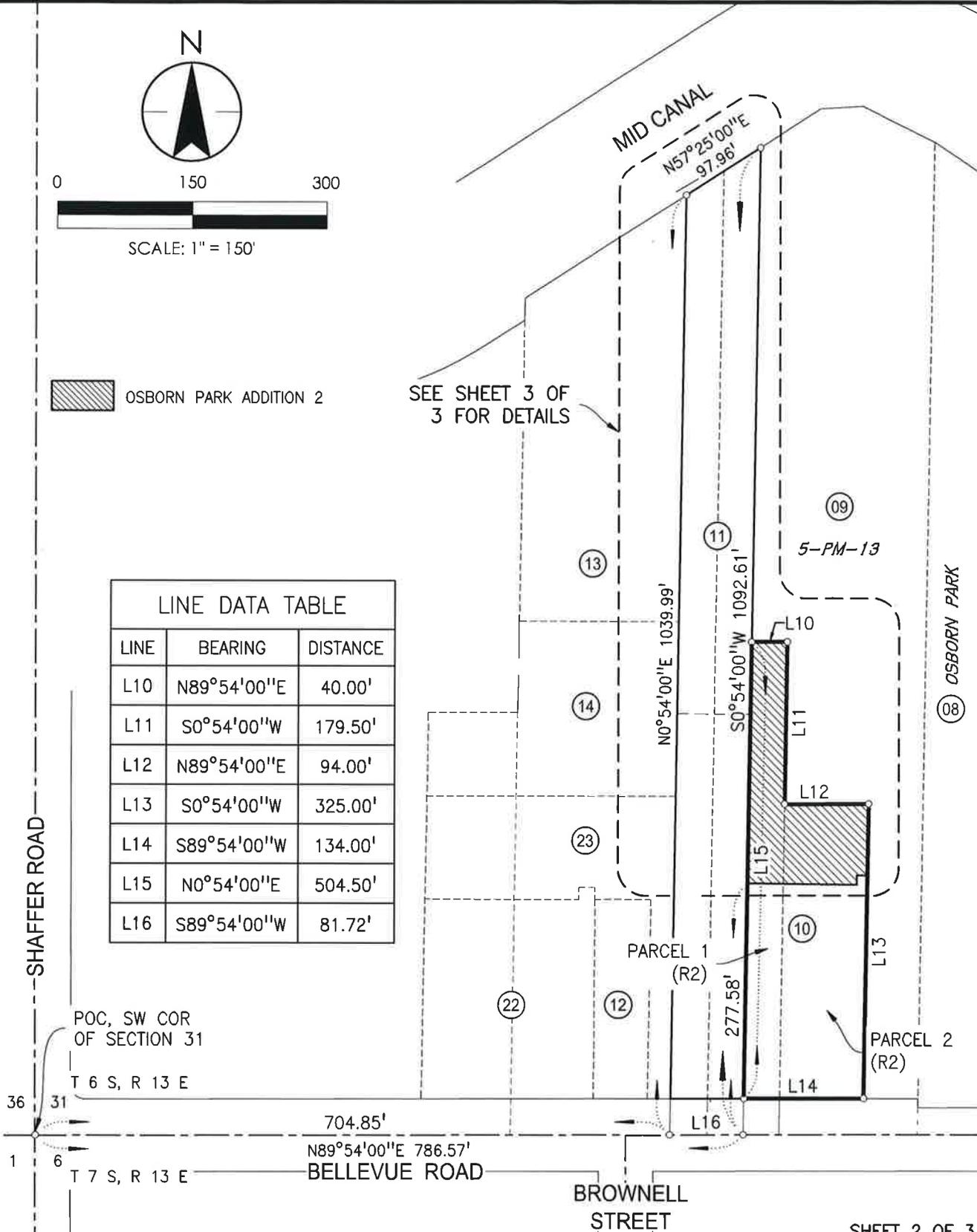
B



 OSBORN PARK ADDITION 2

SEE SHEET 3 OF 3 FOR DETAILS

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L10	N89°54'00"E	40.00'
L11	S0°54'00"W	179.50'
L12	N89°54'00"E	94.00'
L13	S0°54'00"W	325.00'
L14	S89°54'00"W	134.00'
L15	N0°54'00"E	504.50'
L16	S89°54'00"W	81.72'



POC, SW COR OF SECTION 31
T 6 S, R 13 E
36 31
1 6
T 7 S, R 13 E

704.85'
N89°54'00"E 786.57'
BELLEVUE ROAD

BROWNELL STREET

SHEET 2 OF 3



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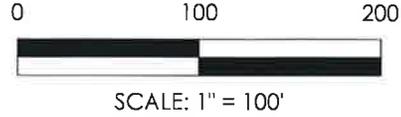
4/13/2023

CITY OF ATWATER
COMMUNITY DEVELOPMENT
750 BELLEVUE ROAD
ATWATER, CA 95301

OSBORN PARK ADDITION 2 PLAT
APN: 156-060-010
ATWATER, MERCED COUNTY, CA

EXHIBIT
B

MID CANAL



 OSBORN PARK ADDITION 2=0.43 ACRE
 REM REMAINDER

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S83°13'43"W	5.00'
L2	N89°01'56"W	76.76'
L3	N57°25'00"E	97.96'
L4	N89°54'00"E	40.00'
L5	N89°54'00"E	94.00'
L6	S0°54'00"W	78.74'
L7	S89°22'38"W	11.79'
L8	S0°14'52"E	10.24'
L9	N89°19'18"W	122.40'

N0°54'00"E 574.37'

S0°54'00"W 627.84'

OSBORN PARK ADDITION 1,
 BY A SEPARATE DOCUMENT

REM OF PARCELS
 1 & 2 (R1)

POB

N0°54'00"E 266.92'

S0°54'00"W

179.50'

OSBORN PARK
 ADDITION 2
 0.43 AC

18,894 sq.ft

REM OF PARCELS
 1 & 2 (R2)

SHEET 3 OF 3



W:\10930300\43 SHAFFER-BELLEVUE DRAINAGE BASIN\survey\DRAWING\SHEET FILES\OSBORN PARK ADDITION 2.dwg 4/26/23 11:08

KS 4/13/2023

CITY OF ATWATER
 COMMUNITY DEVELOPMENT

750 BELLEVUE ROAD
 ATWATER, CA 95301

OSBORN PARK ADDITION 2 PLAT
 APN: 156-060-010
 ATWATER, MERCED COUNTY, CA

EXHIBIT

B

**CITY OF ATWATER OSBORN PARK ADDITION 2
PORTION OF APN: 156-060-010
CLOSURE CALCULATION REPORT**

Prepared by: Kaiser Shahbaz



April 26, 2023



BOUNDARY

North: 1954013.5474' East: 6534737.4307'

Segment #1: Line

Course: N89°19'18"W Length: 122.40'

North: 1954014.9966' East: 6534615.0363'

Segment #2: Line

Course: N0°54'00"E Length: 266.92'

North: 1954281.8858' East: 6534619.2289'

Segment #3: Line

Course: N89°54'00"E Length: 40.00'

North: 1954281.9556' East: 6534659.2334'

Segment #4: Line

Course: S0°54'00"W Length: 179.50'

North: 1954102.4777' East: 6534656.4139'

Segment #5: Line

Course: N89°54'00"E Length: 94.00'

North: 1954102.6418' East: 6534750.4138'

Segment #6: Line

Course: S0°54'00"W Length: 78.74'

North: 1954023.9147' East: 6534749.1770'

Segment #7: Line

Course: S89°22'38"W Length: 11.79'

North: 1954023.7866' East: 6534737.3864'

Segment #8: Line

Course: S0°14'52"E Length: 10.24'

North: 1954013.5476' East: 6534737.4307'

Perimeter: 803.60' Area: 18894 Sq. Ft.

Error Closure: 0.0002 Course: N2°11'53"W

Error North: 0.00015 East: -0.00001

Precision 1: 4017983.97655000

EXHIBIT B
FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of Atwater
Attn.: _____
750 Bellevue Rd.
Atwater, CA 95301

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 156-060-010-000

Grant Deed

The undersigned Grantor(s) declare(s): CITY OF ATWATER, a California municipal corporation is exempt from property taxes

Documentary transfer tax is \$0.00.

- Computed on full value of property conveyed, or
 Computed on full value less value of liens and encumbrances remaining at time of sale.
 Unincorporated area City of Atwater and

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

SAY CARLOS C & LORETTA Y 1987 LIVING TRUST

hereby GRANT(S) to

CITY OF ATWATER, a municipal corporation

the following described real property in the city of Atwater

County of Merced

State of California:

SEE ATTACHED EXHIBIT A

Dated: _____, 2022

SAY CARLOS C & LORETTA Y 1987 LIVING TRUST

[Exhibit Only – Do Not Execute] _____

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform CITY OF ATWATER, a municipal corporation (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by SAY CARLOS C & LORETTA Y 1987 LIVING TRUST (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. tax identification number is _____; and
3. The Transferor's mailing address is 1405 San Gabriel Way, Merced, CA 95340-2562.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: _____, 2022.

SAY CARLOS C & LORETTA Y 1987 LIVING
TRUST

[Exhibit Only – Do Not Execute]

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2022, from SAY CARLOS C & LORETTA Y 1987 LIVING TRUST, to CITY OF ATWATER, a municipal corporation, is hereby accepted by the undersigned officer on behalf of CITY OF ATWATER, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council for the City of Atwater on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

CITY OF ATWATER, a California municipal
corporation

By [Exhibit Only – Do Not Execute] _____



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: March 25, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Awarding a General Construction Agreement with Best Contracting Service, Inc. for the Community Center Roof Repairs (Categorically Exempt (CE) pursuant to the California Environmental Quality Act (CEQA) guidelines, Section 15301) (Public Works Director Vinson)**

RECOMMENDED COUNCIL ACTION

Awards a General Construction Agreement, in a form approved by the City Attorney, to Best Contracting Service, Inc. of Gardena, California, for the Community Center Roof Repairs, City Project 24-01, in an amount not to exceed \$80,886.00 and authorizes construction contract change orders up to an aggregate amount of \$8,088.60 (10%); and authorizes and directs the Interim City Manager, or his designee to execute all contract documents on behalf of the City.

I. BACKGROUND/ANALYSIS:

The existing roof at the Community Center is a standing seam metal panel with crimped seams. The design incorporates an internal gutter system which is typically problematic. When it is raining, the roof will leak and water will get into some of the rooms inside the Community Center. On May 10, 2023, the City hired a roof evaluator to inspect the roof and determine where the leaks were coming from and an estimated cost of repairs so that the repairs could be included in the Fiscal Year 2023-24 Budget. The Council approved up to \$100,000 for repairs to the Community Center roof upon adoption of the Fiscal Year 2023-24 Budget.

The scope of work consists of inspection of the roof and interior for any damage or areas of leaks, installing Unibond Butyl Tape to all repair areas, installing Garland metal primer, applying Liquitex at a rate of three (3) Gallons per square in two coats to areas where repairs will be made over Unibond Butyl Tape, install Tuff Stuff sealant at all pipe penetrations. The work included in the scope has an expected life of 15 years.

At the regular City Council Meeting on February 12, 2024, the City Council authorized a call for bids for the Community Center Roof Repairs. Bid proposals for this project were opened on Thursday, March 14, 2024, at 2:00 P.M. Four (4) bids were received. The bids ranged from \$80,886.00 to \$462,260. Two of the highest bids were deemed not responsive since they contained work outside the scope of the bid call. Staff reviewed bids and determined the bid received from Best Contracting Service Inc. was a responsible and responsive bid.

The recommended contract administration practice is to include 10% of the bid amount as contingency funds for unforeseen and necessary changes to the contract. Staff is recommending a total construction budget of \$88,088.60. This total budget includes the construction contract amount of \$80,886.00 and \$8,088.60 for contingencies.

II. FISCAL IMPACTS:

Sufficient funding for this project is budgeted in the Internal Services Fund, Building Maintenance, Improvements Other Than Building Account No. 7000.9090.6031.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item is consistent with goals number one (1) and two (2) of the City of Atwater's 2020-2025 Strategic Plan: to ensure the City's continued financial stability and enhance quality of life.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This project is Categorically Exempt (CE) pursuant to the California Environmental Quality Act (CEQA) guidelines, Section 15301, Class 1(c): Operation, repair, maintenance, or minor alteration to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

IX. STEPS FOLLOWING APPROVAL:

Agenda Report - Awarding a General Construction Agreement with Best Contracting Service, Inc. for the Community Center Roof Repairs (Categorically Exempt (CE) pursuant to the California Environmental Quality Act (CEQA) guidelines, Section 15301) (Public Works Director Vinson) Page 3

Following City Council approval for the award of the contract, staff will issue a notice of award to the contractor, hold a pre-construction meeting, and issue a notice to proceed, with repairs to follow.

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Greg Thompson, Interim City Manager

Attachments:

1. Bid Summary Bid Call
2. Construction Services Agreement

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

BID SUMMARY

CITY OF ATWATER ROOFING PROJECT 2024

Project No. 24-01; Bid Call No. 726-24

Bid Opening: March 14,2024

No.	Contractor	Bid Total
1	Best Contracting Services, Inc. 19027 S. Hamilton Ave. Cardena, CA 90248	\$80,886.00
2	Fresno Roofing Co. Inc. 5950 E. Olive Ave. Fresno, CA 93727	\$86,000.00
3	Brazos Urethane, Inc. 28770 Ave. 14 1/2 Madera, CA 93638	\$319,796.00
4	Barth Roofing Company, Inc. 4384 W. Pine Haven Dr. Tracy, CA 95304	\$462,260.00

GENERAL CONSTRUCTION CONTRACT

This GENERAL CONSTRUCTION CONTRACT (“Contract”) is made by and between the CITY OF ATWATER, a California municipal corporation (“City”) and Best Contracting Services, Inc (“Contractor”) as of March 26, 2024, City and Contractor shall be referred to herein separately as a “Party” and collectively as “Parties”.

1. The Contract. It is mutually agreed and understood that the complete Contract shall consist of the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if hereto attached:

- A. This Contract;
- B. Plans and Specifications for **PROJECT NO. 24-01**;
- C. Special Provisions for **PROJECT NO. 24-01**;
- D. Notice to Contractors;
- E. Proposal to the City of Atwater;
- F. Performance Bond;
- G. Labor and Material Bond;
- H. Current edition of the Caltrans Standard Specifications;
- I. Current edition of the Caltrans Standard Plans;
- J. The latest revisions to the General Prevailing Wage Rates; and
- K. Any Published Addenda.

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above component 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 component documents comprising the complete Contract are sometimes hereinafter referred to as the “Contract Documents”. To the extent any of the Contract Documents are in conflict with each other, the component documents shall have priority based upon their hierarchical order set forth above.

2. Effective Date. This Contract shall only become effective once all of the Parties have executed the Contract (the “Effective Date”). Contractor, however, shall not commence the performance of the work until it has been given notice by City (“Notice to Proceed”).

3. Term. This Contract shall commence on the Effective Date and naturally terminate after Final Payment of Contractor by City as defined by Section 5-1.08 of the Special Provisions. Section 8-1.14 of the 2010 Caltrans Standard Specifications provides for Terminations. Section 2-1.12A of the 2010 Caltrans Standard Specifications allows for termination in accordance with 49 CFR 26.13(b) for failure by the contractor to carry out the requirements of 49 CFR part 26 in the award and administration of this contract.

4. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. 24-01, entitled, “COMMUNITY CENTER ROOF REPAIRS PROJECT” for construction in Atwater, GENERAL CONSTRUCTION CONTRACT between City of Atwater and Best Contracting Services, Inc

Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

City, without invalidating this Contract, may order changes to the work, consisting of additions, deletions, or other revisions. All such changes to the work, including in the Contract Price and Contract time for performance, shall be authorized by Change Order or Work Change Directive, signed by the City Manager. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract time for performance if it fails to secure such written authorization for such work, except in the case of an emergency as provided in the 2010 Caltrans Standard Specifications or the Special Provisions.

5. Contract Price. The City agrees to pay, and the Contractor agrees to receive and accept, the following Contract prices as full compensation for furnishing all materials and performing all work in accordance with this Contract as follows:

BASE BID – PRICE IN NUMBERS AND WORDS

TOTAL BASE BID:	\$80,866.00
------------------------	--------------------

EIGHTY THOUSAND EIGHT HUNDRED EIGHTY-SIX

Additional services may be authorized by the City Manager in an amount up to, but not to exceed 10% of the Total Contract Amount stated above as \$8,088.60. In the event that additional services are deemed necessary, the Contractor shall provide a written request to the City Manager indicating the reason for the additional work, scope and cost of such work. The City Manager shall provide a written response to the request, either approving or denying the additional expenditure, in whole or in part, based upon a recommendation by the Public Works Director, or his designee. If additional services are requested and approved, they shall not exceed the amount approved in writing by the City Manager. In that event, the new total compensation shall not exceed the Total Contract Amount as stated herein, plus 10% of that price, or \$8,088.60. If additional services in excess of this amount (total contract price plus 10%) are deemed necessary by City staff, an amendment to this Agreement will be required and must be approved by City Council prior to commencing the work.

6. Termination. If the Contractor should become insolvent or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract Documents, the City may serve written notice upon Contractor and its surety of its intention to terminate the Contract. The notice shall contain the reasons for the City's intent to terminate the Contract and unless the violation ceases and/or is corrected within ten (10) days of service of the notice, the Contract shall cease and terminate. In the event of any such termination, the City shall immediately serve a written notice of termination on the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. The surety shall serve a written notice of intent to take over and perform the Contract on the City within fifteen (15) days of service of the notice to terminate and shall commence performance of the Contract within thirty (30) days from service of the notice to terminate. In the event the surety fails to serve the notice of intent to take over and perform or fails to commence performance as required in this Section, the 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 the Contractor, and the Contractor and its surety shall be liable to the City for any excess cost incurred by the City, and in such event the 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 the Contractor as may be on the site of the work and necessary to complete the work. The City may also terminate the Contractor's performance under the Agreement, either in whole or in part, at its own discretion, with or without cause, or for convenience or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the work for any reason. The City shall provide no less than fifteen (15) calendar days written notice of its intent to terminate the Agreement for convenience and shall endeavor to provide the Contractor with consultation with the City prior to termination.

7. Notices. All notices given pursuant to this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, certified or registered, with return receipt requested. Such notice shall be deemed served or given three (3) business days after deposit in the United States Postal Service. The address of each Party to this Contract for purposes of notice shall be as indicated below. Each Party may change its address for notice by giving notice of such change to the other Party in the manner set forth above.

If to City: **Greg Thompson, Deputy City Manager
City of Atwater
750 Bellevue Road
Atwater, California 95301**

If to Contractor: **Best Contracting Services, Inc
19027 S. Hamilton Ave.
Gardena, CA 90248**

If to Surety:

8. Assignment of Contract. The Contractor shall not assign the Contract, moneys due under the Contract, or monies to become due under the Contract, without first obtaining the prior written consent of the City.

9. Contract Security. The Contractor shall furnish a surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the faithful performance of this Contract (“Performance Bond”). The Contractor shall also furnish a separate surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney’s fee to be fixed by the court in case suit is brought upon the bond (“Labor and Material Bond”).

10. Insurance. Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best’s rating of no less than A VII and will provide City with written proof of said insurance. Contractor shall maintain coverage as follows and will provide City with written proof of said insurance. Such insurance shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. The cost of such insurance shall be included in the contractor’s bid. Contractor shall maintain coverage as follows:

A. Minimum Scope of Insurance.

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$4,000,000.

2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10 01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.

3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least \$1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

4. An Automobile Liability Special Endorsement to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).

5. Workers’ Compensation coverage for the Contractor’s employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least \$1,000,000 per accident or occurrence.

6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

B. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, public officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, public officials, agents, employees and volunteers are to be covered as insured's with respect to liability and defense arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (CG 20 10), or as a separate owner's policy.

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.

6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Atwater.

D. Acceptability of Commercial Insurers.

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

E. Verification of Coverage.

Contractor shall furnish the City with Certificates of Liability Insurance and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the Entity's forms, provided those endorsements or policies conform to the requirements of the Contract. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

F. Subcontractors.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

G. For Construction Risks.

If this is a Proposal and Contract that involves a construction risk, in addition to the Insurance Requirement specified above, the Contractor shall procure and maintain Course of Construction (Builder's Risk) insurance covering all risks of loss with limits of liability of not less than the completed value of the project with no coinsurance penalty provisions.

The Course of Construction insurance policies shall contain the following provisions:

1. The City shall be named as loss payee; and
2. The insurer shall waive all rights of subrogation against the City.

11. Indemnification. The Contractor will indemnify, defend with counsel selected by the City, save, keep, and hold harmless, the City and all officers, public officials, employees, and agents thereof from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to performance of the work, provided that any such action, claim, loss, cost, damage, injury, expense or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the City and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should contractor desire any insurance protection, the Contractor is to acquire such protection at its expense.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. Accident Prevention. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

13. Payment. The City will make partial and final payment to the Contractor except that the City will retain five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by City of the notice of acceptance of completion of all work covered by this Contract, at which time and not before, City shall pay to Contractor the remaining five percent (5%), less any previous payments and deductions provided for herein.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

Each month, the Contractor will submit its own invoice for work performed through the closure date and the Engineer will make an approximate measurement of the work performed through the closure date and as a basis for making monthly payments, estimate its value based on the Contract unit prices or as the Engineer deems appropriate. The City will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the City will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the City and the Contractor, the City shall pay the

Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the City and subject to whatever inspection and approval may be required by law.

It is further agreed by the Parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

14. Prevailing Wage. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Contract. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

15. Article VI. The improvements contemplated in the performance of this Contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this Contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

16. General Provisions.

- (a) *Modification.* No alteration, amendment, modification, or termination of this Contract shall be valid unless made in writing and in accordance with the Contract Documents.
- (b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.
- (c) *Authority.* All Parties to this Contract warrant and represent that they have the power and authority to enter into this Contract and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Contract have been fully complied with.
- (d) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Contract with its own legal counsel, and based upon the advice of that counsel, freely entered into this Contract. Each Party has participated fully in the review and revision of this Contract. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Contract.

- (e) *Governing Law.* This Contract shall be governed by and construed in accordance with the laws of the state of California.
- (f) *Venue.* Venue for all legal proceedings shall be in the Superior Court of California for the County of Merced.
- (g) *Severability.* If this Contract in its entirety is determined by a court to be invalid or unenforceable, this Contract shall automatically terminate as of the date of final entry of judgment. If any provision of this Contract shall be determined by a court to be invalid and unenforceable, or if any provision of this Contract is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Contract, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Contract.
- (h) *Counterparts.* This Contract may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- (i) *Audit.* City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.
- (j) *Entire Contract.* This Contract, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.
- (k) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Contract.
- (l) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.
- (m) *Headings.* Headings used in this Contract are for reference purposes only and shall not be considered in construing this Contract.
- (n) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.
- (o) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract.

(p) *Time is of the Essence.* Time is of the essence in this Contract for each covenant and term of a condition herein.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Parties hereinabove named, on the day and year first herein written.

CITY OF ATWATER, a Municipal Corporation

BEST CONTRACTING SERVICE

By: _____
Greg Thompson, Deputy City Manager

By: _____
Contractor licensed in accordance with an act providing for the registration of contractors.

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

ACCOUNT DATA:

PROJECT NO. 24-01

Contract No. _____

Project Account No./Amount:

_____ / \$ _____

By: _____
Finance Director Verification

LICENSE NO. _____

TAXPAYER I.D. NO. _____

VENDOR NO. _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

(SEAL)



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: March 25, 2024
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Justin Vinson, Public Works Director
SUBJECT: **Approving Specifications and Authorizing Advertising and Calling for Bids for Suncrest Street and Fortuna Avenue Overlay Project** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Approval of specifications and authorizing advertising and calling for bids for the Suncrest Street and Fortuna Avenue Overlay Project, Project No. 24-09, Bid Call Number 728-24.

I. BACKGROUND/ANALYSIS:

All pavements deteriorate with the passage of time and application of traffic loads. The rate of deterioration is based on a complex interaction of many factors including, amount of traffic, pavement structure, materials used in construction, subgrade conditions and localized factors. Over the years, the deterioration of the roadways on Suncrest St and Fortuna Ave has been caused by a combination of climate and load-related distress. Climate-related distress in particular is due to weathering of asphalt concrete pavement and load related distress such as rutting and alligator cracking.

In 2018, Dynatest performed a network-level condition survey of the City's pavements and used the Pavement Condition Index (PCI) method in assessing the condition of the City's pavements. The PCI method is a more objective and repeatable method for assessing pavement conditions and is widely used in the industry. The condition assessment of Suncrest St, between Liberty St and Canal Dr, resulted in a very poor and fair condition. The road surface between Herman St and Canal St on Suncrest Ave will be an additional bid item due to the condition of the roadway still being in fair condition, and after bids are received, staff will evaluate the cost of the replacement of that roadway section and if it makes fiscal sense. The condition assessment of Fortuna Ave, between First St and Palm Ave, resulted in a very poor condition. If funding wasn't an issue, staff would recommend a full reconstruction of this section of Suncrest St and Fortuna Ave due to the poor condition of the roadway, but since the city is limited in funds, especially in its Gas Tax Fund, staff is recommending an overlay on both streets.

The specifications and scope of work included in the overlay of Suncrest St and Fortuna Ave will consist of grinding the existing asphalt concrete, installation of an asphalt paving mat, an overlay of 1 1/2" of asphalt concrete over the mat, and upgrading all concrete curb returns to ADA complaint curb returns. This is approximately 69,630 square feet of pavement overlay (this includes the additional bid roadway). This will also include approximately 50 feet of overlay on intersecting streets that do not have a gutter. See Exhibit-A for a map of the estimated areas included in the Project. The estimated cost of construction is \$189,000. The actual construction cost will be determined after bids are received and staff returns to Council with its recommendation about awarding a construction contract.

II. FISCAL IMPACTS:

There are no fiscal impacts at this time. Once staff receives bids back from contractors, staff will return to council with a budget amendment and contract awarding construction.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

This item consists of goals number one (1) and two (2) of the City's Strategic Plan; to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This project is Categorical Exempt (CE) pursuant to the California Environmental Quality Control Act (CEQA) guidelines, Section 15301, Class 1(c): Operation, repair, maintenance, or minor alteration to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, staff will advertise the Notice Inviting Bids in a local

newspaper, on the City's website, and with one or more regional Builders Exchange. Staff anticipates returning to the City Council with a recommendation to award the General Construction Contract and a budget amendment for the project.

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Greg Thompson, Interim City Manager

Attachments:

1. 24-09_suncrest-fortuna-overlay_bid-book_1-of-2_rev1
2. 24-09_suncrest-fortuna-overlay_bid-book_2-of-2_REDUCED



PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

AND

SPECIAL PROVISIONS

for

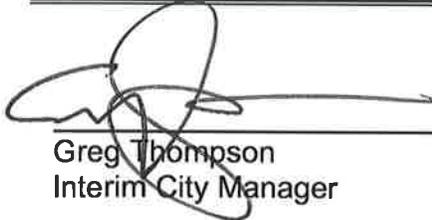
Suncrest Street and Fortuna Avenue Overlay Project

For use in conjunction with the STANDARD SPECIFICATIONS, 2023 Edition, and the STANDARD PLANS, 2023 Edition, of the State of California Department of Transportation, and the LABOR SURCHARGE AND EQUIPMENT RENTAL RATES in effect on the date the work is accomplished.

BID CALL NO.: 728-24

CITY PROJECT NO.: 24-09

BID OPENING: Thursday, April 11, 2024 @ 2:00 P.M. PDT



Greg Thompson
Interim City Manager

3-18-24

Date

BOOK 1 OF 2

CITY PROJECT NO. 24-09

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.



Michael Hayes, PE



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CITY OF ATWATER
PUBLIC WORKS DEPARTMENT
NOTICE TO BIDDERS

Bids open Thursday, April 11, 2024 at 2:00 p.m. Pacific DST

Scope of Work:

The Work generally consists of: 1) a 1.5-inch pavement overlay located on Suncrest Street between Briarwood Street and Liberty Street, including conform overlay paving to the end of curb returns on each intersecting street; 2) a 1.5-inch pavement overlay located on Fortuna Avenue between Palm Avenue and First Street, from approximately 50 feet east of First Street to Shaffer Road, and between Shaffer Road and Brownell Street; and 3) an additive alternate for a 1.5-inch pavement overlay located on Suncrest Street between Canal Drive and Briarwood Street. The Base Bid Work includes approximately 89,630 square feet of existing surfaced roadway and the Additive Alternate Work includes approximately 18,970 square feet of existing surfaced roadway. All roads included in the project are to be paved "current" to Caltrans standard specifications.

The Work is described in more detail in the following paragraphs and shall be performed by the Contractor pursuant to current Caltrans standard specifications.

All materials and construction methods shall conform to Caltrans Standard Specifications and all applicable material and performance standards therein referenced for hot mix asphalt and other bid items for the intended use and application. Material delivery shall conform to the recommended delivery standards and quality control regarding temperature of materials.

The Contractor shall furnish all labor, materials, equipment, tools, incidentals, permits, services, and construction required to complete the Work, which includes:

- mobilizing all required resources to complete the Work;
- providing temporary traffic control;
- providing erosion, sedimentation, and pollution control;
- removing existing pavement by wedge grind;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings by grinding;
- disposing and/or recycling of all removed and excess materials;
- handling and disposing of any and all hazardous materials;
- repairing and filling existing pavement cracks, potholes, and boils;
- leveling low/depressed areas of existing pavement;
- replacing damaged traffic signal detector loops and lead-in cables;
- raising existing utility covers to finish grade;
- replacing and/or upgrading existing curb ramps;
- cleaning loose sand, dirt, debris, and other contaminants from existing pavement;
- applying asphalt binder tack coat and sealant;
- installing geosynthetic pavement fabric;
- placing and compacting 1.5" Type A HMA pavement overlay with 1/2" max. aggregate size; and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

The newly placed asphalt overlay shall tie in smoothly with the existing road surface and shall be applied to improve or correct any existing drainage issues. Contractor shall maintain the integrity of existing curbs, gutters, drainage inlets, culverts, or any drainage apparatus. Apply the "STOP" word marking and a stop bar line at all existing Stop signs, including where none currently exists.

Contractor shall post notice of the project work schedule at all entrances to the Project work area at least one (1) week prior to commencement of any work. "NO PARKING" signs shall be posted at least 72 hours prior to beginning work. Contractor shall arrange for towing of cars, if necessary, in coordination with City. Traffic through the active construction zones shall not be delayed more than ten (10) minutes. One travel lane shall be maintained in each direction with a minimum width of 10 feet (10'). Temporary traffic markers shall be used where required and removed completely prior to completion of the Work. Trained flaggers shall be used when required. The project work area shall be cleaned daily of all construction debris, leaving the area safe and ready for traffic.

The City will receive sealed bids for the **SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT**.

Project Number: 24-09

Bid Call Number: 728-24

Bid forms for this work are included in a separate book titled:

**CITY OF ATWATER, CALIFORNIA
PUBLIC WORKS DEPARTMENT
BID BOOK
FOR THE CONSTRUCTION OF
SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT**

No bid will be received unless it is made on a bid form furnished by the CITY OF ATWATER PUBLIC WORKS DEPARTMENT. Copies or facsimiles of the bidder's completed and executed bid forms submitted as a bid will be rejected. Each bid must be accompanied by a certified check, cashier's check, or bidder's bond made payable to the CITY OF ATWATER for an amount equal to at least ten percent (10%) of the amount of bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

The Contractor must have a valid California license of Classification A – General Engineering Contractor, or C-12 – Earthwork and Paving, to perform this work.

The successful bidder will be required to obtain a City of Atwater Business License at his/her own expense before execution of the contract.

Bids must be on a unit price basis. All bids are to be compared on the basis of the CITY OF ATWATER'S estimated quantities of work to be done.

Complete work within **30 working days**.

The estimated cost of construction is **\$365,000**.

Copies of plans, special provisions and proposal forms may only be obtained at the office of the City of Atwater, Engineering Division, located at 750 Bellevue Road, Atwater, CA, (209) 357-6233, upon request and payment of **\$50.00 per set, which is nonrefundable and includes sales tax**.

Electronic copies of the plans and specifications (Adobe PDF file format) for this project are available upon request. Said electronic copies are made available solely for the convenience of the prospective bidders (whether as a prime contractor or sub-contractor) on the Project, and are not considered part of the contract documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of said electronic copies for any purpose whatsoever. Utilization or viewing of said electronic copies shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

The City will receive sealed bids until 2:00 p.m. PDT on the bid open date at the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301. Bids received after this time will not be accepted.

The City will immediately open and publicly read the bids at the mentioned location after the specified closing time.

Present bidders' inquires in writing to Justin Vinson at the City of Atwater, Public Works Department, 750 Bellevue Road, Atwater, CA 95301; fax (209) 356-3168; email: jvinson@atwater.org.

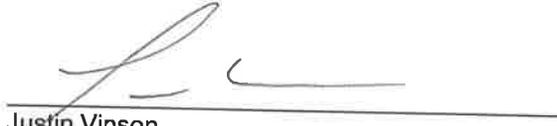
Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Bidders shall provide certification regarding debarment, suspension, ineligibility and voluntary exclusion. The General Services Administration System for Award Management (SAM) provides a complete, current list of all individuals and firms who are excluded or disqualified from covered transactions by the Federal Government. Visit <https://sam.gov/content/exclusions> for more information.

The CITY OF ATWATER reserves the right to reject any or all bid proposals and to waive any informalities or irregularities in any bid or in the bidding.

City of Atwater



Justin Vinson
Public Works Director

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT

Project Number: 24-09

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

BASE BID ITEMS:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	2,745
6	UPGRADE EXISTING CURB RAMPS	LS	1
7	REPAIR EXISTING AC PAVEMENT	SF	50,660
8	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
9	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	50,660
10	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

ADDITIVE ALTERNATE BID ITEMS:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
11	TEMPORARY TRAFFIC CONTROL	LS	1
12	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
13	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
14	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	1,105
15	UPGRADE EXISTING CURB RAMPS	LS	1
16	REPAIR EXISTING AC PAVEMENT	SF	18,970
17	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
18	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	18,970
19	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

UNITS OF MEASURE

LS = LUMP SUM

LF = LINEAL FEET

SF = SQUARE FEET

**CITY OF ATWATER
PUBLIC WORKS DEPARTMENT**

SPECIAL PROVISIONS

SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT

ORGANIZATION

This section includes proposed additions, amendments, removals, and revisions to the *Standard Specifications* that are specific to this Contract. They are to be considered a part of the Construction Documents and Project Specifications.

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

Contract Documents: *Notice to Bidders and Special Provisions, Bid Book, Caltrans Standard Specifications, Project Specifications, Caltrans Standard Plans, Project Plans, and Contract.*

Office Engineer: City Engineer

Replace the following definitions in section 1-1.07B:

Department/Department of Transportation: City of Atwater

Director: The Director of Public Works for the City of Atwater acting either directly or through properly authorized agent or consultants.

District Director of Transportation: The Director of Public Works for the City of Atwater acting either directly or through properly authorized agent or consultants.

Engineer: City Engineer

Specifications: Standard specifications, Special Provisions, and Project Specifications

1. Standard Specifications: Specifications standard to Department construction projects. These specifications are in a book titled Standard Specifications. (Also be referred to as "State Specifications"). The 2023 edition of the Standard Specifications shall apply to this contract.
2. Special Provisions: Proposed amendments, deletions, or additions to the Standard Specifications, included as part of the Bid Book.
3. Project Specifications: Specifications specific to this Project, included as part of the Bid Book.

State: City of Atwater

Replace "The Department" in the paragraph 1 of section 1-1.08 with:

Caltrans

Replace section 1-1.12 with:

Make checks and bonds payable to the City of Atwater.

2 BIDDING

Replace section 2-1.06A with:

2-1.06A General

Locations for obtaining and viewing Contract documents are listed in the Notice to Bidders.

The City will receive sealed bids until 2:00 p.m. PDT on the bid open date at the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301. Bids received after this time will not be accepted.

The City will immediately open and publicly read the bids at the above location after the specified bid opening time.

The *Notice to Bidders and Special Provisions* includes the Notice to Bidders and Special Provisions, to be used together with the Standard Specifications and the Standard Plans.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the City or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract.

A Non-Collusion Affidavit is included in the Bid Book (Public Contract Code § 7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

Add to section 2-1.07:

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, by **Thursday, April 04, 2024, at 5:00 p.m.** Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. **Addenda will be issued by Monday, April 08, 2024 at 2:00 pm.** The City is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to:

**Justin Vinson
City of Atwater
Public Works Department
750 Bellevue Road
Atwater, California 95301
Fax: (209) 356-3168
Email: jvinson@atwater.org**

Replace section 2-1.08 with:

Section 2-1.08 BID ITEM DESCRIPTIONS

Work under this contract will be paid on a unit price or lump-sum basis as outlined on the Bid Form for the quantity of work constructed or installed.

The unit prices and lump sum prices shall include full compensation for furnishing the labor, materials, tools, equipment, and incidentals and doing all the work involved to complete the work included in the contract documents.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid Form, include the cost for that work in some related bid item so that the Proposal for the project reflects the total cost for completing the work in its entirety.

Bid Item 1 - Mobilization

This is a lump sum bid item for preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, tools, supplies, and incidentals to the project site; for the establishment of all Contractor's offices, buildings, and other facilities necessary for work on the project; for obtaining permits, bonds, and insurance; and for all other work, operations, and overhead that must be performed and/or costs incurred prior to beginning work on the various contract items on the project site. This item also includes demobilization, including removal of all personnel, equipment, tools, supplies, and incidentals from the project at the end of construction, including final cleanup of the project work area. Payment shall be per Section 9-1.16A and Section 9-1.16D. Payment for mobilization shall be made with the first pay estimate and shall not exceed 80% of the bid amount. Payment for demobilization shall be made with the last pay estimate and shall not exceed 20% of the bid amount.

Bid Item 2 – Temporary Traffic Control

This is a lump sum bid item for all costs for preparing and furnishing temporary traffic control plans in accordance with latest edition of Part 6 "Temporary Traffic Control" of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for furnishing and installing all materials, labor, and equipment necessary to provide traffic regulation in public streets and public alleys and traffic control/access to private properties during construction in accordance with Section 7-1.03 and the special provisions and these Contract Documents. Payment for traffic control/regulation shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project.

Bid Item 3 – Erosion, Sedimentation, and Pollution Control

This is a lump sum bid item for all costs for preparing and furnishing the project Water Pollution Control Program (WPCP) and for furnishing and installing all materials, labor, tools, equipment, and incidentals necessary for compliance with the provisions of the project WPCP in accordance with Section 13 and the special provisions. Payment for this item shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project. Initial payment shall include the cost for preparing and furnishing the project WPCP.

Bid Item 4 –Remove Existing Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs for removal and disposal of existing traffic striping, pavement markings, and pavement markers complete within the project work area. The Work does not include removal of any yellow painted traffic stripe or pavement marking; as such, preparation of a Lead Compliance Plan 7-1.02K(6)(j)(ii) Lead Compliance Plan and for testing and disposal of hazardous waste due to lead and/or metals concentrations in existing traffic striping, pavement markings, and pavement markers is not a part of this bid item. Removal of traffic striping and pavement markings shall be by grinding. Payment for this item shall be made on a lump sum basis and no additional payment shall be due therefor.

Bid Item 5 – Remove Existing AC Pavement (Wedge Grind)

This is a unit price bid item for cold planning a wedge grind per Section 39-3.04 at all perimeters of the project work area to provide for a smooth transition of the pavement overlay to meet and match the existing elevations of existing curbs, gutters, and pavements at the edges of the work. The wedge grind shall be one and one quarter inches deep (1.25") adjoining existing gutters and half inches (1.5") deep at the outer perimeter of all other locations and shall taper over a width of 42 inches (42") where parallel to travelled ways and over a width of ten feet (10') where transverse to travelled ways to match existing pavement elevations of the roadways. This item includes the removal and disposal/recycling of existing asphalt pavement as shown in the plans and described in the specifications and scope of work per all applicable sections of the standard specifications and special provisions. This item shall be bid per the units shown and shall conform to all applicable portions of the plans, specifications, special provisions, and scope of work.

Bid Item 6 – Upgrade Existing Curb Ramps

This is a lump sum bid item for all costs to upgrade existing curb ramps in the project work area to meet current accessibility requirements of the Americans with Disabilities Act (ADA) and all applicable accessible rules, regulations, and guidelines for work in the public right-of-way. The Public Works Department has inspected the work area and determined that the only upgrades required are the installation of Detectable Warning Surfaces (DWS) per the current Caltrans Standard Plans A88A and A88B. This project does not include the construction of new curb ramps where none currently exist. DWS may be of the retrofit style materials applied to existing concrete surfaces. Surfaces shall be prepared and materials installed per the manufacturer's recommendations. All DWS supplied shall be on the current Caltrans Detectable Warning Surface Authorized Material List and in compliance with Sections 73-1.02B and 12-4.04B. Existing curb ramps at the northeast corner of Suncrest Street and Briarwood Street, the northeast corner of Fortuna Avenue and Alabama Street, and the northwest and southwest corners of Fortuna Avenue and First Street shall be upgraded with DWS (total quantity 4 curb ramps). This bid item includes all costs for the curb ramp upgrades and no additional payment shall be due therefor.

If the Engineer determines that any curb ramp must be replaced to meet accessibility requirements, then this shall be change order work. In such cases, replaced curb ramps shall be typical one-ramp corner installation and shall be the type Case A, Case B, Case C, or Case D, selected in coordination with the Engineer to best match the existing field conditions and available existing right-of-way.

Bid Item 7 – Repair Existing AC Pavement

This is a lump sum bid item to perform crack sealing all existing AC pavements in the project work area to prepare the existing pavements to a suitable condition for installation of pavement fabric and HMA overlay. This item also includes replacement of traffic signal detector loops and lead-in cables for the northbound lanes at the First Street leg of the intersection of First Street, Shaffer Road, and Bellevue Road (see marked as-built plan included with *Bid Book*). Sealing of any pavement cutting required for replacement of traffic signal detector loops and lead-in cables shall be included in the cost of this bid item. The work for this item shall be performed in accordance with all applicable sections of the standard specifications and the special provisions and in accordance with the pavement fabric manufacturer's recommendations. Payment shall be on a lump sum basis and no additional payment shall be due therefor. If it is determined by the Engineer that additional pavement repair beyond crack sealing is required, then this will be accomplished by change order work.

Bid Item 8 – Raise Existing Utilities Covers to Finish Grade

This is a lump sum bid item for adjusting the various existing manhole, valve, and other utility covers at the locations shown on the plans and at any other locations necessary due to pavement work. The Contractor shall salvage the existing covers and reconstruct to final pavement grade as per the respective utility agency's requirements. Manhole covers and water valve covers shall be raised in accordance with the City of Atwater Standard Plans.

The bid price for adjusting utility covers shall include full compensation for removing and salvaging existing covers and furnishing all labor, equipment, materials, and incidentals to replace them to permanent finish grade, all as shown on the plans and as specified herein.

Bid Item 9 – 1.5" Type A HMA Overlay with Pavement Fabric

This is a unit price bid item for all costs for surface preparation after crack sealing, installation of pavement fabric including any required application of tack coat binder and sealant, and construction of the 1.5" Type A HMA overlay including placement and compaction for a complete paved roadway overlay. The work for this item shall be performed in accordance with all applicable sections of the standard specifications and the special provisions and in accordance with the pavement fabric manufacturer's recommendations and Caltrans requirements for pavement fabric installation for pavement overlay. Payment shall be based on the unit price for the measured area constructed and no additional payment shall be due therefor.

Bid Item 10 – Replace Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs of furnishing and installing all materials, labor, equipment, and incidentals necessary to install traffic striping, pavement markings, and raised pavement markers in accordance with the Plans, specifications, special provisions, and scope of work to current Caltrans details. All crosswalks shall be the Continental (high visibility) type with 2'-0" wide bars and 2'-0" space between bars. Where only a portion of an existing crosswalk marking is removed, replacement markings shall meet and match the existing crosswalk markings to remain. Payment will be made on a lump sum basis, and no additional payment will be made therefor.

Additive Alternate Bid Item 11 – Temporary Traffic Control

This is a lump sum bid item for all costs for preparing and furnishing temporary traffic control plans in accordance with latest edition of Part 6 "Temporary Traffic Control" of the California Manual of Uniform traffic Control Devices (CA MUTCD) for furnishing and installing all materials, labor, and equipment necessary to provide traffic regulation in public streets and public alleys and traffic control/access to private properties during construction in accordance with Section 7-1.03 and the special provisions and these Contract Documents. Payment for traffic control/regulation shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project.

Additive Alternate Bid Item 12 – Erosion, Sedimentation, and Pollution Control

This is a lump sum bid item for all costs for preparing and furnishing the project Water Pollution Control Program (WPCP) and for furnishing and installing all materials, labor, tools, equipment, and incidentals necessary for compliance with the provisions of the project WPCP in accordance with Section 13 and the special provisions. Payment for this item shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project. Initial payment shall include the cost for preparing and furnishing the project WPCP.

Additive Alternate Bid Item 13 – Remove Existing Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs for removal and disposal of existing traffic striping, pavement markings, and pavement markers complete within the project work area. The Work does not include removal of any yellow painted traffic stripe or pavement marking; as such, preparation of a Lead Compliance Plan 7-1.02K(6)(j)(ii) Lead Compliance Plan and for testing and disposal of hazardous waste due to lead and/or metals concentrations in existing traffic striping, pavement markings, and pavement markers is not a part of this bid item. Removal of traffic striping and pavement markings shall be by grinding. Payment for this item shall be made on a lump sum basis and no additional payment shall be due therefor.

Additive Alternate Bid Item 14 – Remove Existing AC Pavement (Wedge Grind)

This is a unit price bid item for cold planning a wedge grind per Section 39-3.04 at all perimeters of the project work area to provide for a smooth transition of the pavement overlay to meet and match the existing elevations of existing curbs, gutters, and pavements at the edges of the work. The wedge grind shall be one and one quarter inches deep (1.25") adjoining existing gutters and half inches (1.5") deep at the outer perimeter of all other locations and shall taper over a width of 42 inches (42") where parallel to travelled ways and over a width of ten feet (10') where transverse to travelled ways to match existing pavement elevations of the roadways. This item includes the removal and disposal/recycling of existing asphalt pavement as shown in the plans and described in the specifications and scope of work per all applicable sections of the standard specifications and special provisions. This item shall be bid per the units shown and shall conform to all applicable portions of the plans, specifications, special provisions, and scope of work.

Additive Alternate Bid Item 15 – Upgrade Existing Curb Ramps

This is a lump sum bid item for all costs to upgrade existing curb ramps in the project work area to meet current accessibility requirements of the Americans with Disabilities Act (ADA) and all applicable accessible rules, regulations, and guidelines for work in the public right-of-way. The Public Works Department has inspected the work area and determined that the only upgrades required are the installation of Detectable Warning Surfaces (DWS) per the current Caltrans Standard Plans A88A and A88B. This project does not include the construction of new curb ramps where none currently exist. DWS may be of the retrofit style materials applied to existing concrete surfaces. Surfaces shall be prepared and materials installed per the manufacturer's recommendations. All DWS supplied shall be on the current Caltrans Detectable Warning Surface Authorized Material List and in compliance with Sections 73-1.02B and 12-4.04B. Existing curb ramps at northwest corner of Suncrest Street and Briarwood Street, and at the northeast and southeast corners of Suncrest Street and Canal Drive shall be upgraded with DWS (total quantity 3 curb ramps). This bid item includes all costs for the curb ramp upgrades and no additional payment shall be due therefor.

If the Engineer determines that any curb ramp must be replaced to meet accessibility requirements, then this shall be change order work. In such cases, replaced curb ramps shall be typical one-ramp corner installation and shall be the type Case A, Case B, Case C, or Case D, selected in coordination with the Engineer to best match the existing field conditions and available existing right-of-way.

Additive Alternate Bid Item 16 – Repair Existing AC Pavement

This is a lump sum bid item to perform crack sealing all existing AC pavements in the project work area to prepare the existing pavements to a suitable condition for installation of pavement fabric and HMA overlay. This item also includes replacement of traffic signal detector loops and lead-in cables for the northbound lanes at the First Street leg of the intersection of First Street, Shaffer Road, and Bellevue Road (see marked as-built plan included with *Bid Book*). Sealing of any pavement cutting required for replacement of traffic signal detector loops and lead-in cables shall be included in the cost of this bid item. The work for this item shall be performed in accordance with all applicable sections of the standard specifications and the special provisions and in accordance with the pavement fabric manufacturer's recommendations. Payment shall be on a lump sum basis and no additional payment shall be due therefor. If it is determined by the Engineer that additional pavement repair beyond crack sealing is required, then this will be accomplished by change order work.

Additive Alternate Bid Item 17 – Raise Existing Utilities Covers to Finish Grade

This is a lump sum bid item for adjusting the various existing manhole, valve, and other utility covers at the locations shown on the plans and at any other locations necessary due to pavement work. The Contractor shall salvage the existing covers and reconstruct to final pavement grade as per the respective utility agency's requirements. Manhole covers and water valve covers shall be raised in accordance with the City of Atwater Standard Plans.

The bid price for adjusting utility covers shall include full compensation for removing and salvaging existing covers and furnishing all labor, equipment, materials, and incidentals to replace them to permanent finish grade, all as shown on the plans and as specified herein.

Additive Alternate Bid Item 18 – 1.5" Type A HMA Overlay with Pavement Fabric

This is a unit price bid item for all costs for surface preparation after crack sealing, installation of pavement fabric including any required application of tack coat binder and sealant, and construction of the 1.5" Type A HMA overlay including placement and compaction for a complete paved roadway overlay. The work for this item shall be performed in accordance with all applicable sections of the standard specifications and the special provisions and in accordance with the pavement fabric manufacturer's recommendations and Caltrans requirements for pavement fabric installation for pavement overlay. Payment shall be based on the unit price for the measured area constructed and no additional payment shall be due therefor.

Additive Alternate Bid Item 19 – Replace Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs of furnishing and installing all materials, labor, equipment, and incidentals necessary to install traffic striping, pavement markings, and raised pavement markers in accordance with the Plans, specifications, special provisions, and scope of work to current Caltrans details. All crosswalks shall be the Continental (high visibility) type with 2'-0" wide bars and 2'-0" space between bars. Where only a portion of an existing crosswalk marking is removed, replacement markings shall meet and match the existing crosswalk markings to remain. Payment will be made on a lump sum basis, and no additional payment will be made therefor.

Remove section 2-1.18 in its entirety.

Replace paragraph 3 of section 2-1.33A with:

Do not fax forms except for the copies of forms with the public works contractor registration number submitted after the time of bid. Fax these copies to (209) 356-3168.

Add to the end of section 2-1.33A:

Submit Bids in a sealed envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301. Each sealed Bid must be plainly marked on the outside as **"BID FOR SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT, Project No. 24-09, to be opened at 2:00 p.m., Thursday, April 11, 2024"**. If submitting by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, with ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

Replace line 8 of the table titled "Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal" in section 2-1.33B(3)(c)(ii) Bid Form Submittal with:

Local Business Preference Program Certification	Time of Bid
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Replace paragraph 2 of section 2-1.34 with:

Submit cashier's check, certified check, or bidder's bond with your Bid.

Add Section 2-1.38:

2-1.38 BID PROTEST

2-1.38A General

Any unsuccessful bidder may submit a bid protest. Bid Protests must be submitted under section 2-1.38B. Bid protests not submitted under section 2-1.38B will not be considered.

2-1.38B Procedures

All bid protests must be submitted in writing. Bid Protests must be received no later than 5:00 PM on the tenth (10th) business day following the bid opening.

Deliver bid protest to the following address:

**City of Atwater Public Works Department
750 Bellevue Road
Atwater, California 95301**

The following conditions apply to all bid protests:

1. The bid protest must contain a complete statement of the basis for the protest. The bid protest must identify and explain the factual and legal grounds for the protest, state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. Any written materials the protesting bidder believes to be necessary to support the bid protest must be attached to the bid protest. The protest must include the name, address, telephone number, e-mail, and facsimile number of the person representing the protesting party.
2. The party filing the protest must have submitted a bid on the project. A subcontractor of a bidder may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue their own protest.
3. The protesting bidder and any other bidder on the contract must promptly provide any information requested by the City staff as part of such investigation.
4. The Director of Public Works will provide a written response to the protestor within ten (10) business days after receiving the bid protest. The decision of the Director is final.
5. These bid protest procedures do not limit the City's ability to reject all bids

Add to section 2-1.40:

No Bidder may withdraw a Bid within sixty (60) days after the bid opening date. If the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the Bidder.

Add to section 2-1.46:

The City may make such investigations as necessary to determine a Bidder's ability to perform the Work, and the Bidder must furnish to the City all requested information and data for this purpose. The City reserves the right to reject any Bid if it determines a Bidder is unqualified to carry out the obligations of the Agreement and to complete the Work.

3 CONTRACT AWARD AND EXECUTION

Add to the end of section 3-1.02A

If the contract is awarded, the contract shall be awarded to the lowest responsible bidder for the sum of the base bid plus any bid alternates the City chooses to award.

To ensure impartiality when selecting bid alternates, each bidder will be assigned an identification number when turning in his/her bid form to the City. The bidder's names will not be revealed to City staff selecting the bid alternates until the selection of which bid alternates to award has been made. The selection of the apparent low bidder may or may not be announced at the bid opening. All bid forms shall be retained by the City until after the award selection has been made.

The bid alternates will be awarded as funding allows, and the City reserves the right to amend the budget for any particular project if it deems it is in the best interest of the City to do so.

Replace section 3-1.02B with:

The Department breaks a tied bid with a coin toss except:

1. If a local business bidder and a non-local business bidder request preferences and the reductions result in a tied bid, the City awards the contract to the local business bidder.

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

If the City awards the contract, the award is made to the lowest responsible bidder within 15 days after bid opening but not before the close of the 10 days bid protest period.

If the lowest responsible bidder refuses or fails to execute the contract, the award is made to the second lowest responsible bidder within 25 days after bid opening.

If the second lowest responsible bidder refuses or fails to execute the contract, the award is made to the third lowest responsible bidder within 40 days after bid opening.

The City may extend the specified award period if the bidder agrees.

Replace "50 Percent" in item #2 of section 3-1.05 with:

100 percent

Replace Section 3-1.08 with:

Section 2-1.27 Local Business Preference Program

Program Description

In evaluating competitive bids to determine the lowest responsible bidder, if a non-local responsible bidder is initially determined to be the lowest responsible bidder, then any local responsible bidder shall be granted a preference in an amount equal to five percent (5%) of their responsive bid. If after deduction of the five percent (5%) preference from a local bidder's responsive bid, it is equal to or less than the lowest responsive bid submitted by the non-local responsible bidder, then the purchase award shall be awarded to the local responsible bidder. In the event that a non-local responsible bidder and a local responsible bidder have the same bid and it is the lowest bid, then the five percent (5%) preference need not be applied and the local

business shall be selected to receive the purchase award. Under no circumstances shall the local business preference granted in a single bid exceed \$5,000.00. The local business preference will not apply when bids are cooperatively solicited together with other public agencies. The local business preference may not apply and may be dispensed with when prohibited by State or Federal Statutes, or regulations requiring that a bid be awarded to the lowest responsible bidder, or as otherwise exempted from local preferences.

Good Faith Effort

All contractors who submit bids or proposals to construct or provide work on any City of Atwater Public Works Project, or for any other Public Works construction or improvement on City property, and who are seeking a local business preference, must make a good-faith effort to hire qualified individuals who are residents of the City of Atwater or Merced County in sufficient numbers so that no less than 50 percent (50%) of the contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Atwater residents. This same requirement applies to all subcontractors.

Evidence of direct bid solicitations from at least three Local Businesses qualified to perform the work or supply the materials or equipment must be submitted for subcontracted work in excess of one half of one percent ($\frac{1}{2}$ of 1% or 0.5%) of the trade package amount. If no Local Businesses are qualified to perform the work or supply the materials or equipment, justification and evidence of reasonable attempts to locate qualified Local Businesses must be submitted, which may include, but is not limited to: 1) advertisements inviting bids or recruitment of local, qualified individuals in local newspapers, or 2) mail request for bids to local contractors, or 3) bid solicitations by phone, facsimile, or e-mail, or 4) advertisement or contact of recruitment sources to hire local, qualified individuals., or 5) identify local, qualified individuals that are part of the contractor's or subcontractor's construction workforce, or 6) develop a written plan to recruit local residents as part of the construction workforce

Quality and Fitness

The preferences established in this program shall in no way be construed to inhibit, limit or restrict the right and obligation of the City of Atwater to compare quality and fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare the qualifications, character, responsibility, and fitness of all persons, firms, or corporations submitting bids.

Local Business Eligibility

For the purposes of this program, a qualified local bidder is defined as any individual, partnership, or corporation which regularly maintains a place of business within the incorporated city limits of the City of Atwater and has a valid business license issued by the City of Atwater when the bid is provided. A non-local bidder shall be all others which may do business with the City of Atwater.

Enforcement

The information furnished by each bidder establishing a good faith effort to solicit Local Businesses shall be under penalty of perjury. No person or business shall willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation for the purpose of influencing the status of any entity as a Local Business.

Replace the entirety of section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

Deliver to the contact listed in the *Notice to Bidders*:

1. Signed Contract form
2. Contract bonds
3. Certificates of insurance as identified in section 3-1.07

4. Evidence that you possess a current, valid California Contractor's license required to perform the Work under this Contract. A copy of your license is sufficient.

The City must receive these documents before the 5th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A sample *Contract* form is included in the *Bid Book*.

5 CONTROL OF WORK

Replace the entirety of Section 5-1.09:

The City of Atwater encourages mutual cooperation between the City, the Contractor and all project stakeholders. Compliance with Caltrans professionally facilitated project partnering is not required for this project.

Add to the end of section 5-1.20B(1) General:

The Contractor may be given a no-cost extension of time for unforeseen delays attributable to the permit.

Replace section 5-1.20E with:

5-1.20E Water Meter Charges

The City can provide construction water for a fee. The Fiscal Year 2023-24 costs for construction water supplied from fire hydrants, per City Council Resolution 3400-23, are as follows:

1. Meter Deposit: \$547.00 (refundable);
2. Meter Installation: \$46.00;
3. Water Usage: \$5.00 per 1,000 gallons.

Fees may increase Contractor may obtain an application for a hydrant meter from the Finance Department.

Replace the entirety of Section 5-1.23 Submittals with:

SECTION 5-1.23 SUBMITTALS

A. General

Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

B. Contractor Responsibilities

1. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work

shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among his subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.

2. The Contractor shall coordinate submittals with the work so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.
3. The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the Contract Documents.

C. Transmittal Procedure

1. Unless otherwise specified, submittals regarding material and equipment shall be accompanied by Transmittal Form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
2. If the Contractor proposes to provide material, equipment, or method of work which deviates from the project requirements, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.
3. If specified or agreed to by the Engineer, electronic submittals may be made in Adobe PDF electronic file format. File resolution must be at least 300 dpi. Each email attachment must not exceed 25 MB in size and the total size of any email message must not exceed 50 MB. Size limits are subject to change based on the policies of the City's use of technology policies and limits. If separate emails are needed to accommodate large files indicate the total number of emails included in the submittal. After submitting electronic files, send a notification of the electronic submittal to the Engineer, including the names of the submitted files. Upon completion of review, the City will return one (1) or more electronic copy, depending on the number of reviewers required.

D. Submittal Review Procedure

1. Review shall not extend to means, methods, techniques, sequences or procedures of construction. Verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the project) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.
2. Seven copies, unless otherwise specified during the preconstruction meeting, of all submittals required shall be furnished to the Engineer for review. The Engineer shall review the submittal and return two copies of the marked-up original within 15 working days after receipt of a submittal for review and comment, unless otherwise specified. All shop drawings and layout

drawings submittals shall be submitted a minimum of 20 working days before approved submittal drawings will be required for the work.

3. Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

E. Effect of Review of Contractor's Submittals

1. Review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the City, or by any employee thereof, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.
2. The Work covered by a submittal may be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "No Exceptions Taken" or "Make Corrections Noted." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents. Review of submittals by the Engineer shall not be construed as relieving the Contractor of his/her responsibilities under this Contract.

Replace the entirety of Section 5-1.24 CONSTRUCTION SURVEYS with:

The City of Atwater will furnish construction staking to execute the work. The Contractor shall make timely requests to the City for such staking on a form to be provided by the City. A written notice of not less than three working days will be required in advance of setting stakes. Preserve construction stakes, reference points, and other survey points. In case of their loss or destruction, the Contractor shall be liable for and charged with the cost of their replacement and for any expense resulting from their loss or disturbance. Such costs may be deducted from amount due Contractor. Do not proceed with the work that requires construction staking until construction stakes have been provided.

Replace the entirety of Section 5-1.25 with:

Section 5-1.25 SURVEY MONUMENT PRESERVATION

The City shall be responsible to perpetuate and/or reset survey monuments that may be damaged or disturbed during construction in compliance with all applicable requirements of Section 8771 (a-f) of the California Business and Professions Code. However, *Contractor shall be responsible to carefully preserve survey monuments that have been exposed or located, and shall be responsible to bear all expenses for replacement due to unnecessary loss. Contractor shall also be responsible to adjust monument well covers to grade within the area of improvements.*

All costs for compliance with this section shall be included in the unit costs for the various items of work, with no additional compensation provided therefor.

Add before paragraph 1 of section 5-1.36(C)1:

Notify Underground Service Alert (USA North) at least 48 hours prior to beginning any work involving cutting, planning, trenching or digging. Contractor shall notify USA North at 811 or 800-642-2444 with the specifics of the intended work on the job site. Contractor shall follow and comply with all USA policies and procedures. Contractor shall obtain a USA ticket number and wait for utilities to mark the location of underground utilities within the Project area, or for USA to advise Contractor of the absence of underground utilities in the Project area. Contractor shall provide Engineer with USA ticket number and provide him/her the opportunity to review all utility markings prior to beginning any work.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace paragraph 2 of section 7-1.02K(2) with:

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the California Department of Industrial Relations' Internet Web Site at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. These wage rates are not included in the Bid Book for the project. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement. (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

Add to section 7-1.02K(2):

All labor will be paid at not less than the minimum wage rates established by the State of California's Director of Industrial Relations (State Wage Rates). The minimum Federal Wage Rates, if applicable to this project, are included in and/or attached by reference to the book issued for bidding purposes entitled "Bid Book".

Replace paragraph 5 of section 7-1.02K(3) with:

You may submit certified payroll records electronically to the City of Atwater by emailing records to jvinson@atwater.org.

Replace paragraph 1 of section 7-1.02K(6)(j)(ii) with:

Section 7-1.02K(6)(j)(ii) applies to this project and is included in Bid Item 4.

Add to the end of section 7-1.04:

Do not reduce an open traffic lane width to less than 10 feet, unless otherwise shown on approved temporary traffic control plans.

Add before paragraph 1 of section 7-1.05A:

You must defend, indemnify, and hold harmless the City, its elected and appointed councils, boards, commissions, officers, employees, agents, volunteers, representatives, and design professionals from and against any and all claims, lawsuits, actions, liabilities, damages, losses, expenses, costs, and actual attorneys' fees, arising out of or in connection with your performance of this Contract for:

1. any loss or damage that may happen to the work or any part thereof; and
2. for any loss or damage to any of the materials, equipment, tools, or other things used or employed in performing the work; and
3. for injury to or death of any person, either workers or the public; and
4. for damage to property from any cause which might have been prevented by the Contractor, or his/her workers, or anyone employed or subcontracted by him/her.

For purposes of your obligation to defend, indemnify, and save harmless, the term State will have the following meaning: The City of Atwater including its elected and appointed councils, boards, commissions, officers, employees, agents, volunteers, representatives, and design professionals.

Change the "Umbrella or excess liability" limits in the table titled "Liability Limits" in paragraph 1 of section 7-1.06D(2) to:

\$2,000,000.

Replace section 7-1.06G with:

At the option of the City, either: The insurer will reduce or eliminate such deductible or self-insured retentions as respects to the City of Atwater, its officers, directors, agents, and employees; or the Contractor will procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Add to section 7-1.06H:

Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City of Atwater, its officers, directors, agents, and employees.

8 PROSECUTION AND PROGRESS

Remove paragraphs 1 and 2 in section 8-1.04B

Replace paragraph 3 of section 8-1.10A with:

Liquidated damages for all work are two thousand five hundred dollars (\$2,500) per day.

9 PAYMENT

Add to section 9-1.03:

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Replace "Department" in paragraphs 3, 4 and 5 of section 9-1.07A with:

Caltrans

Delete section 9-1.11

Add to section 9-1.16E(1):

The bid amount for the contract items of work is the maximum value the City recognizes for progress payment purposes unless approved change order work increases this amount.

Replace section 9-1.16F with:

The City withholds five percent (5%) of all progress payments as retention. Retention will be paid to you with Final Payment.

You have the right to substitute securities for retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. the City approves the securities and their value; and
2. the parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300; and
3. all documentation necessary for assignment of the securities to the City or to the escrow agent, are delivered in a form satisfactory to the City.

If you substitute securities for any portion of the retention, the City may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the City and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

Replace section 9-1.22 with:

Claims must be litigated in a court of competent jurisdiction.

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add the following to section 12-1.01:

Not later than the preconstruction conference, submit a traffic control plan for acceptance by the Engineer. The plan shall detail all measures to be taken to maintain traffic and control access through the area of work and maintain access to adjacent properties during construction.

The traffic control plan shall depict the traffic handling equipment and devices to be used and their location. It shall detail lane closures, pedestrian detours, and temporary pavement delineations necessary to complete the work as shown on the plans.

Costs for developing and implementing the traffic control plan are to be included in the various bid items with no additional payment due therefor.

Add to the end of section 12-4.01A:

The full width of the traveled way must be open to traffic on:

- Friday after 3:00 p.m.
- Saturday
- Sunday
- Designated holidays
- Martin Luther King Jr. Day, Cesar Chavez Day, Good Friday, and the Friday after Thanksgiving.

Personal vehicles of contractor's employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

13 WATER POLLUTION CONTROL

Replace Section 13-1.01A Summary in its entirety with:

13-1.01A Summary

This project is anticipated to result in a total land disturbance area less than one (1) acre and is therefore not subject to the State of California's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (CAS000002, Order No. 2022-0057-DWQ). Preparation of a SWPPP and processing of Permit Registration Documents with the State's Water Board are not required for this project.

Contractor will be required to prepare and implement a Water Pollution Control Program (WPCP) as a submittal prior to construction. The WPCP shall include, at a minimum:

1. Drawing(s) showing location and type of BMP's proposed for the project;
2. Details or fact sheets of proposed BMP's;
3. Emergency contact information for contractor and subcontractors; and
4. Inspection procedures indicating frequency of required inspections.

Contractor is required to continuously exercise good housekeeping and job site management to prevent sediment transport and stormwater pollution.

Costs for preparation and implementing the WPCP are included in the bid item for "Erosion, Sedimentation, and Pollution Control", and no additional payment will be provided therefor. The bid item includes installation and implementation of Best Management Practices (BMPs) required to prevent sedimentation and pollution discharge to storm drains including, but not limited to, inlet protection devices, street sweeping, washout management, and/or other means necessary to prevent polluted discharge to storm drains.

Remove sections 13-1.01C and 13-1.01D in their entirety.

Remove section 13-2 WATER POLLUTION CONTROL PROGRAM in its entirety.

Remove Section 13-3 STORMWATER POLLUTION PREVENTION PLAN in its entirety.

14 ENVIRONMENTAL STEWARDSHIP

Replace paragraph 2 of section 14-8.02A with:

Do not operate construction equipment or run the equipment engines from 7:00 pm to 7:00 am or on Sundays, except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities; or
2. Service construction equipment.

Should you feel it necessary to operate equipment or run equipment engines between 7:00 pm and 7:00 am or on Sundays, submit a request to the Engineer three working days in advance for review and approval. If the Engineer approves the request for work between these times, the Contractor will be responsible for payment of the additional inspection costs incurred by the City to make available an inspector during non-working hours. Additionally, work shall not exceed 86 dBA LMax at 50 feet from the job site activities from 7:00 pm to 7:00 am, unless authorized by the Engineer.

Add to section 14-9.02:

Fugitive dust control at the Project site is the sole responsibility of the Contractor. Dust control shall conform to all requirements set forth in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Construction Notification Form, Regulation VIII, and Fugitive PM10 Prohibitions, as applicable, as well as the provisions in Section 14-9, "Air Quality" of the Caltrans Specifications and these Special Provisions.

The Contractor shall conduct and cause all working forces at the site to maintain the site in a neat, orderly manner throughout the construction operations. The work shall be conducted in a manner that will control dust, including compliance with Visible Dust Emissions (VDE) limits, maintaining Soil Stabilization at all times, management and cleanup of Carryout and Trackout, and management of Unpaved Access and Haul Roads, Storage Piles and Bulk Materials, and all Demolition Activities. When ordered to provide dust control, the Contractor shall use water to reduce the dusty conditions all to the satisfaction of the Engineer. Street sweeping or roadway cleaning activities shall be completed with PM10-efficient street sweepers. During construction, the Contractor shall remove all rubbish and debris as it is generated. Upon completion of the work, the Contractor shall remove all equipment and debris, and shall leave the site in a neat, clean condition all to the satisfaction of the Engineer.

Water for the purpose of dust control shall be potable. All dust control operations shall be performed by the Contractor at the time, location and in the amount ordered by the Engineer. The application of either water or dust palliative shall be under the control of the Engineer at all times. Watering shall conform to the

provisions of Section 13 "Water Pollution Control" of the Caltrans Specifications and these Special Provisions. Attention is also directed to Section 18 "Dust Palliatives" of the Caltrans Specifications and these Special Provisions.

The Contractor is responsible for obtaining construction water.

15 EXISTING FACILITIES

Add to the end of paragraph 1 of section 15-1.01:

This section also includes general specifications for removal and/or demolition of items called for in the plans, specifications, and scope of work.

Replace section 15-1.03c with:

Where existing items are called for in the plans, specifications, or scope of work to be salvaged or remanded to the owner, make reasonable efforts to contact private owners to determine particulars of delivery of salvaged materials. Deliver and store salvaged materials to owners in a neat, organized manner, or dispose of if specifically directed to do so by owners.

All items designated to be returned to the City shall be delivered to the Public Works Department Corporation Yard at 470 Aviator Drive, Atwater, CA 95301. Coordinate with the City's Project Manager at least two (2) working days prior to any delivery.

Replace section 15-1.04 with:

Bid items for removal of existing features include all costs for removal and off-haul of said items or remanding them to owner if called for on the plans. Payment will be based on measured quantities and units indicated in the bid item list, with no additional payment made therefor. Costs for removal or demolition of items required to perform the work that are not specifically included in removal bid items are to be included in the other various items of work, with no additional payment made therefor.

DIVISION III EARTHWORK AND LANDSCAPING

17 GENERAL

Replace paragraph 4 of section 17-2.03A with:

Clear and grub the entire job site as required where pavements, pavement overlays, curbs, gutters, sidewalks, and retaining curbs are to be constructed, and within the slope lines of any excavations and embankment slopes.

Replace section 17-2.04 with:

Costs for compliance with this section, as well as all other required surface preparation and demolition work not specifically included in other bid items, is to be included in the various bid items of work, with no additional payment provided therefor.

DIVISION IV SUBBASES AND BASES

23 GENERAL

Replace section 23-1.01D(1)(b) with:

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 business days of receiving the test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit your test results and copies of paperwork including worksheets used to determine the disputed test results. An independent third party performs referee testing. Before the independent third party participates in a dispute resolution, it must be qualified under AASHTO re:source program and Caltrans' Independent Assurance Program. The independent third party must have no prior direct involvement with this Contract. By mutual agreement, the independent third party is chosen from:

1. Caltrans laboratory in a district or region not in the district or region the project is located
2. METS
3. Laboratory not currently employed by you or your material producer

If split acceptance samples are not available, the independent third party uses any available material representing the disputed material for evaluation.

If the independent third party determines the City's test results are valid, the Engineer deducts the independent third-party testing costs from payments. If the independent third party determines your test results are valid, the City pays the independent third-party testing costs.

DIVISION V SURFACINGS AND PAVEMENTS

37 SEAL COATS

Replace paragraph 1 of section 37-6.03 with:

Treat cracks from 1/4 to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch with Hot Mix Asphalt.

Replace 37-6.04 with:

The payment quantity for crack treatment is the area of existing pavement, measured in square feet, to be treated.

39 ASPHALT CONCRETE

Replace paragraph 2 of section 39-2.01(D) with:

Payment for tack coat, asphalt binder, and asphaltic emulsion is included in the payment for HMA bid items.

Replace paragraph 4 of section 39-2.01(D) with:

The payment quantity for HMA of the type and thickness shown on the bid item list is the area of installed HMA measured in square feet paved to the thickness indicated. Payment includes costs for materials, placement, and compaction with no additional payment made therefor.

Replace numbered line 1 in paragraph 2 of section 39-2.01C(3)(g) with:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. This work is included in the bid item "Repair Existing Pavement" and no additional payment will be made therefor.

Remove paragraphs 3 and 4 and replace the first sentence in paragraph 4 of section 39-2.01C(4)(a) with:

You must place HMA on adjacent traveled way lanes such that at the end of each work shift, the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet.

Add to section 39-2.02A(1):

Use one-half-inch (1/2") maximum aggregate gradation unless otherwise specified or noted in the plans.
Use PG64-10 asphalt binder.

Replace section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

Replace section 39-2.06D with:

Bid item cost for HMA Overlay includes costs for placement and compaction of HMA in areas where asphalt pavement replacement or installation is called for in the plans, specifications, or scope of work. The payment quantity for HMA is the area of installed HMA, measured in square feet, paved to the thickness indicated in the bid item list, with no additional payment made therefor. No additional payment will be provided for pavement that is installed in thicknesses greater than called for in the plans, specifications, scope of work, and bid documents without prior authorization from the Engineer.

Replace section 39-3.01D with:

Bid item cost for “Remove Existing AC Pavement” includes all costs associated with cutting and removal of existing asphalt pavement as shown in the plans, including compliance with section 39-3.

Replace section 39-3.04D with:

Bid item cost for “Remove Existing AC Pavement (Wedge Grind)” includes all costs associated with cold planing asphalt concrete pavement as shown or described in the plans, specifications, and scope of work. The payment quantity is lineal feet of actual length cold planed in a wedge grind to the width and depth described in the bid item and shown on the plans.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

Replace Section 77-1 with:

77-1 UTILITY RELOCATION

77-1.01 GENERAL

This project will include adjustments to finish grade of existing utility structure rims, frames, and covers. Existing “dry” utility structures including electrical, gas, cable television, and telephone structures will be adjusted to grade by the respective utility companies. The Contractor will prepare applications for adjustment to grade of these structures with the utility companies. Contractor is required to coordinate work as necessary to allow for the adjustment to grade prior to placement of HMA. The City of Atwater will pay fees due the utility companies necessary for the adjustments of their facilities to finish grade.

No additional compensation, including Time Related Overhead, will be paid as a result of delays by the utility companies in adjusting existing structures to grade. Additional working days may be granted in the event of delays caused by the utility companies. Any incidental costs associated with adjusting the existing dry utility structures to grade are to be included in the various bid items of work, and no additional payment will be provided therefor.

Contractor will be responsible for adjustment of existing “wet” utility structures as indicated on the plans, including storm drain manholes, sanitary sewer manholes, and water valve covers. Wet utility structure rims will be adjusted to grade in accordance with City standard details. Costs for adjustment of the existing sanitary sewer manhole is to be included in the bid item for “Raise Existing Utilities Covers to Finish Grade”.

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

Replace section 84-1.02 with:

Materials for the bid item "Replace Traffic Striping and Pavement Markings" shall be retroreflective thermoplastic per section 84-2.02C with glass beads per section 84-2.02B and shall consist of replacement traffic stripes and pavement markings per details of the current Caltrans Standard Plans and California MUTCD to match function of existing markings, with no additional payment made therefor.

Replace section 84-2.04 with:

Payment shall be lump sum for the bid item "Replace Traffic Striping and Pavement Markings" and shall include all costs for replacement traffic stripes and pavement markings per details of the current Caltrans Standard Plans and California MUTCD to match function of existing markings, with no additional payment made therefor.

DIVISION XI MATERIALS

96 GEOSYNTHETICS

Add to paragraph 1 of section 96-102J:

Paving fabric shall be PETROMAT® 4598 or approved equal.



PUBLIC WORKS DEPARTMENT

BID BOOK

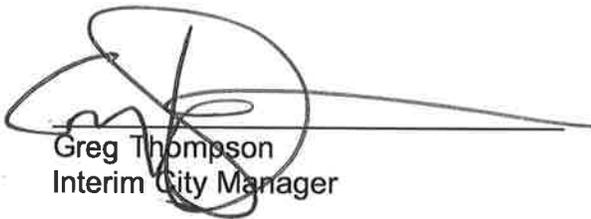
For the Construction of
Suncrest Street and Fortuna Avenue Overlay Project
In
The City of Atwater

For use in conjunction with the STANDARD SPECIFICATIONS, 2023 Edition, and the STANDARD PLANS, 2023 Edition, of the State of California Department of Transportation, and the LABOR SURCHARGE AND EQUIPMENT RENTAL RATES in effect on the date the work is accomplished.

BID CALL NO.: 728-24

CITY PROJECT NO.: 24-09

BID OPENING: Thursday, April 11, 2024 @ 2:00 P.M. PDT



Greg Thompson
Interim City Manager

3-18-24

Date

BOOK 2 OF 2

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ATTACHMENTS

ATTACHMENT 1: PREVAILING WAGE RATES

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BID ITEM CHECKLIST

The bidder shall provide a complete bid in a sealed envelope before 2:00 pm PDT on the bid opening date. Failure to provide all the required documents may cause the bid to be considered non-responsive.

PROJECT 24-09: FIRST STREET OVERLAY PROJECT

Item	Page #	Complete?
Bidder Information	BF-2	Yes <input type="checkbox"/>
Bid Item List	BF-4-5	Yes <input type="checkbox"/>
List of Subcontractors	BF-6	Yes <input type="checkbox"/>
Equal Employment Opportunity Certification	BF-9	Yes <input type="checkbox"/>
Public Contract Code Section 10285.1 Statement & Public Contract Code Section 10162 Questionnaire	BF-10	Yes <input type="checkbox"/>
Response to Debarment & Suspension Certificate (if applicable)	BF-12	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
Disclosure of Lobbying Activities (if applicable)	BF-14	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
Bidders Bond & Security	BF-15	Yes <input type="checkbox"/>
Bid Execution Parts 1 & 2	BF-16-17	Yes <input type="checkbox"/>

Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.

BIDDER INFORMATION

**TO
CITY OF ATWATER
Project No.: 24-09
Bid Call No.: 728-24**

FOR THE CONSTRUCTION OF: SUNCREST STREET AND FORTUNA AVENUE
OVERLAY PROJECT

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NO.: Area Code () _____

FAX NO.: Area Code () _____

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State General Prevailing Wage Rates), the contract annexed hereto, and any addenda thereto, and also in accordance with the State of California Department of Transportation Standard Plans, 2023 Edition, the Standard Specifications, 2023 Edition, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered

unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the CITY OF ATWATER, and that discretion will be exercised in the manner deemed by the CITY OF ATWATER to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY OF ATWATER respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the Special Provisions, with surety satisfactory to the City of Atwater Engineering Division, within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the City of Atwater may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the City of Atwater.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principal are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the City of Atwater, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

CITY OF ATWATER

BID ITEM LIST

SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT

**PROJECT NO. 24-09
BID CALL NO. 728-24**

BASE BID ITEMS:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1		
2	TEMPORARY TRAFFIC CONTROL	LS	1		
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1		
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	2,745		
6	UPGRADE EXISTING CURB RAMPS	LS	1		
7	REPAIR EXISTING AC PAVEMENT	SF	50,660		
8	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1		
9	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	50,660		
10	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
TOTAL BID:					

(SEE FOLLOWING PAGE FOR ADDITIVE ALTERNATE BID ITEM LIST)

ADDITIVE ALTERNATE BID ITEMS:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
11	TEMPORARY TRAFFIC CONTROL	LS	1		
12	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1		
13	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
14	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	1,105		
15	UPGRADE EXISTING CURB RAMPS	LS	1		
16	REPAIR EXISTING AC PAVEMENT	SF	18,970		
17	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1		
18	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	18,970		
19	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
TOTAL ADDITIVE ALTERNATE BID:					

UNITS OF MEASURE

LS = LUMP SUM
 LF = LINEAL FEET
 SF = SQUARE FEET

The bidder will list the name, address, the California contractor license number, and the portion of work of each subcontractor on the next page.

CITY BID CERTIFICATIONS

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

This certification of bidder regarding Affirmative Action Program shall be submitted by the bidder and shall be part of the contract documents:

The bidder hereby certifies that he/she is in compliance with the following:

- Title VI of the Civil Rights Act of 1964 (PL 88-352)
- Equal Employment Opportunity (Executive Order No. 11246)
- California Fair Employment Practices Act

NOTICE: The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONDISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

Policy Statement

In compliance with the Americans with Disabilities Act of 1990 and Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Atwater that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs and meetings open to the public to people with disabilities.

In this regard, City and all of its contractors and subcontractors will take all reasonable steps in accordance with the Americans with Disabilities Act of 1990 and GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Each agency, organization, or person seeking a bid, contract or agreement with the City of Atwater shall include a certification of compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

NON-DISCRIMINATION CERTIFICATION

The bidder hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap, discrimination and participation.

NOTICE: The above certification is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The
bidder _____, hereby
certifies that he has ___ , has not ____, participated in a previous contract or subcontract
subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or
11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of
the Office of Federal Contract Compliance, a Federal Government contracting or administering
agency, or the former President's Committee on Equal Employment Opportunity, all reports due
under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of
the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and
proposed subcontractors only in connection with contracts and subcontracts which are
subject to the equal opportunity clause. Contracts and subcontracts which are exempt
from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only
contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive
Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous
contract or subcontract subject to the Executive Orders and have not filed the required
reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and
subcontracts unless such contractor submits a report covering the delinquent period or
such other period specified by the Federal Highway Administration or by the Director,
Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE (STATEMENTS & QUESTIONNAIRE)

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Atwater.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF ATWATER LOCAL BUSINESS PREFERENCE PROGRAM QUESTIONNAIRE

City of Atwater Code of Ordinances 03.04.270

The City of Atwater's Local Business Preference Program offers a preference of a five percent (5%) reduction to a local bidder's bid price, subject to conditions and requirements described in the City Code of Ordinances Section 03.04.270. Refer also to the *Special Provisions* for additional information.

Non-completion and/or non-submittal of this form will disqualify bidder from receiving the Local Business Preference.

The bidder intends to qualify for the City of Atwater Local Business Preference Program:	NO <input type="checkbox"/>
	YES <input type="checkbox"/>

If "yes", provide information requested below and attach Good Faith Effort documentation as described in the *Special Provisions*:

Business Name	
Business Street Address	
Business City, State, Zip	
City Business License No.	

Note: The above questionnaire is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute certification of this questionnaire

Bidders are cautioned that providing false information may subject them to criminal prosecution.

Attach Good Faith Effort Documentation to this form.

DEBARMENT & SUSPENSION CERTIFICATE

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**CITY OF ATWATER
BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as Principal, and
_____, as surety,

are held and firmly bound unto the City of Atwater in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the City of Atwater for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Atwater to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____.

The condition of this obligation is such that, whereas the Principal has submitted the above-mentioned bid to the City of Atwater, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Atwater, California, for the **FIRST STREET OVERLAY PROJECT**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the City of Atwater one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 2024.

_____(Seal)

_____(Seal)

_____(Seal)

PRINCIPAL

_____(Seal)

_____(Seal)

_____(Seal)

SURETY

ADDRESS _____

NOTE: Signatures of those executing for the surety must be properly acknowledged.

BID EXECUTION – PART 1
SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT
PROJECT NO. 24-09
BID CALL NO. 728-24

Accompanying this bid is _____
(NOTICE: Insert the words "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be.) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Expiration Date: _____ Classification(s)

ADDENDA - This Bid is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda has been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

Warning - If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this Bid may be rejected.

BID EXECUTION – PART 2
SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT
PROJECT NO. 24-09
BID CALL NO. 728-24

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date

Signature of Bidder

Name (Print)

Title

Business Name:

Business Address:

SAMPLE CONSTRUCTION CONTRACT

This GENERAL CONSTRUCTION CONTRACT (“Contract”) is made by and between the CITY OF ATWATER, a California municipal corporation (“City”) and _____ (“Contractor”) as of _____, 2024. City and Contractor shall be referred to herein separately as a “Party” and collectively as “Parties”.

1. The Contract. It is mutually agreed and understood that the complete Contract shall consist of the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if hereto attached:

- A. This Contract;
- B. Plans and Specifications for **PROJECT NO. 24-09**;
- C. Special Provisions for **PROJECT NO. 24-09**;
- D. Notice to Contractors;
- E. Proposal to the City of Atwater;
- F. Performance Bond;
- G. Labor and Material Bond;
- H. Current edition of the Caltrans Standard Specifications;
- I. Current edition of the Caltrans Standard Plans;
- J. The latest revisions to the General Prevailing Wage Rates; and
- K. Any Published Addenda

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above component 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 component documents comprising the complete Contract are sometimes hereinafter referred to as the “Contract Documents”.

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. 24-09, entitled, “PROJECT NO. 24-09 – SUNCREST STREET AND FORTUNA AVENUE OVERLAY PROJECT” for construction in Atwater, Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

3. Contract Price. The City agrees to pay, and the Contractor agrees to receive and accept, the following Contract prices as full compensation for furnishing all materials and performing all work in accordance with this Contract as follows:

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURE)	ITEM TOTAL (IN FIGURES)
	(Update upon award of contract)				

TOTAL BID SCHEDULE ITEMS 1 THROUGH XX \$ _____

Name of Bidder or Firm: _____

4. Termination. If the Contractor should become insolvent or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract Documents, the City may serve written notice upon Contractor and its surety of its intention to terminate the Contract. The notice shall contain the reasons for the City's intent to terminate the Contract and unless the violation ceases and/or is corrected within ten (10) days of service of the notice, the Contract shall cease and terminate. In the event of any such termination, the City shall immediately serve a written notice of termination on the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. The surety shall serve a written notice of intent to take over and perform the Contract on the City within fifteen (15) days of service of the notice to terminate and shall commence performance of the Contract within thirty (30) days from service of the notice to terminate. In the event the surety fails to serve the notice of intent to take over and perform or fails to commence performance as required in this Section, the 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 the Contractor, and the Contractor and its surety shall be liable to the City for any excess cost incurred by the City, and in such event the 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 the Contractor as may be on the site of the work and necessary to complete the work.

5. Notices. All notices given pursuant to this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, certified or registered, with return receipt requested. Such notice shall be deemed served or given three (3) business days after deposit in the United States Postal Service. The address of each Party to this Agreement for purposes of notice shall be as indicated below. Each Party may change its address for notice by giving notice of such change to the other Party in the manner set forth above.

If to City: **Greg Thompson**
Interim City Manager
City of Atwater
750 Bellevue Road
Atwater, California 95301

If to Contractor:

If to Surety:

6. Assignment of Contract. The Contractor shall not voluntarily assign the Contract, moneys due under the Contract, or monies to become due under the Contract, without first obtaining the prior written consent of the City.

7. Contract Security. The Contractor shall furnish a surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the faithful performance of this Contract ("Performance Bond"). The Contractor shall also furnish a separate surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond ("Labor and Material Bond").

8. Insurance. Contractor shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work of the Contractor, its agents, employees, representatives, and subcontractors. The cost of such insurance shall be included in the contractor's bid.

A. Minimum Scope of Insurance.

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000.
2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10 01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.
3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least \$1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

4. An Automobile Liability Special Endorsement at least as broad as Exhibit 1 (attached) to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).
5. Workers' Compensation coverage for the Contractor's employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least \$1,000,000 per accident or occurrence.
6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. General Liability: \$1,000,000

(Including operations, products and completed operations.) 2. Automobile Liability: \$1,000,000 3. Employer's Liability: \$1,000,000 | <p>per occurrence for bodily injury, personal injury and property damage If Commercial General Liability insurance or other form with a general aggregate limit shall apply separately to this project/locations or the general aggregate limit shall be twice the required occurrence limit.</p> <p>per accident for bodily injury and property damage.</p> <p>per accident for bodily injury or disease.</p> |
|--|--|

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, public officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, public officials, employees and volunteers are to be covered as insured's with respect to liability and defense arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor;

and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (CG 20 10), or as a separate owner's policy.

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.
6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Ripon.

E. Acceptability of Commercial Insurers.

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

F. Verification of Coverage.

Contractor shall furnish the City with Certificates of Liability Insurance and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the Entity's forms, provided those endorsements or policies conform to the requirements of the Contract. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. Subcontractors.

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

H. For Construction Risks.

If this is a Proposal and Contract that involves a construction risk, in addition to the Insurance Requirement specified above, the Contractor shall procure and maintain Course of Construction (Builder's Risk) insurance covering all risks of loss with limits of liability of not less than the completed value of the project with no coinsurance penalty provisions.

The Course of Construction insurance policies shall contain the following provisions:

1. The City shall be named as loss payee; and
2. The insurer shall waive all rights of subrogation against the City.

9. Hold Harmless. The Contractor will indemnify, defend with counsel selected by the City, save, keep, and hold harmless, the City and all officers, employees, and agents thereof from all damages, costs, or expenses, in law or in equity, that may at any time arise or be set up because of personal injury or damage to property sustained by any person or persons by reason of, or in the course of the performance of said work, or by reason of any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation, in consequence of the use in, on, or about said work, of any article or material supplied or installed under this Contract. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the City and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should contractor desire any insurance protection, the Contractor is to acquire such protection at its expense.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. Accident Prevention. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or

eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. Payment. The City will make partial and final payment to the Contractor except that the City will retain five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by City of the notice of acceptance of completion of all work covered by this Contract, at which time and not before, City shall pay to Contractor the remaining five percent (5%), less any previous payments and deductions provided for herein.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

Each month, the Contractor will submit its own invoice for work performed through the closure date and the Engineer will make an approximate measurement of the work performed through the closure date and as a basis for making monthly payments, estimate its value based on the Contract unit prices or as the Engineer deems appropriate. The City will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the City will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the City and the Contractor, the City shall pay the Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the City and subject to whatever inspection and approval may be required by law.

It is further agreed by the Parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

12. Prevailing Wage. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Contract. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

13. Article VI. The improvements contemplated in the performance of this Contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this Contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires. In such cases, the State Contract Act will govern.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF ATWATER, a Municipal Corporation
(Herein called Owner)

By: _____

Kory J. Billings, City Clerk

By: _____

Greg Thompson, Interim City Manager

APPROVED AS TO FORM:

(Here in called Contractor)

By: _____

Frank Splendorio, City Attorney

By: _____

Contractor licensed in accordance with an act providing for the registration of contractors.

ACCOUNT DATA:

LICENSE NO. _____

PROJECT NO. 24-09

TAXPAYER I.D. NO. _____

Contract No. _____

VENDOR NO. _____

Project Account No./Amount:

ADDRESS: _____

_____ / \$ _____

PHONE: _____

FAX: _____

EMAIL: _____

By: _____

Finance Director Verification

(SEAL)

SAMPLE FAITHFUL PERFORMANCE BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 24-09**; and,

WHEREAS, _____ hereinafter designated as Principal, has agreed to install and complete said work.

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Atwater, hereinafter called "City" in the penal sum of \$_____, lawful money of the United States, for payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions of said improvement requirements, and any lawful modification thereof, on their part; and such work is performed at the time and in the manner specified by the City, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed, or to the specifications accompanying such work shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on

By: _____

PRINCIPAL

By: _____

SURETY

SAMPLE LABORERS AND MATERIALMENS BOND

(Contract)

WHEREAS, the City of Atwater, State of California, and _____, the Contractor, have entered into a contract to perform certain work as set forth in the contract for **PROJECT NO. 24-09**; and,

WHEREAS, _____, hereinafter designated as Principal, has agreed to install I and complete said work; and,

WHEREAS, said Principal is required under the terms of the Contract Specifications to furnish a bond to secure the claims to which reference is made in Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code of the State of California. Now, said Principal and the undersigned as Surety are held and firmly bound unto the City of Atwater, hereinafter called the City, and all contractors, subcontractors, laborers, materialsmen and other persons employed in the performance of the work and referred to in the aforesaid Code of Civil Procedure in the sum of \$ _____, lawful money of the United States, for materials furnished or labor thereon-of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth and also in case suit is brought upon this bond, will pay in addition to the face amount thereof costs and reasonable expenses and fees, including reasonable attorneys' fees incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 commencing with Section 3082 of Part 4 of Division 3 of the Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said conditions or work shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named on _____ .

By: _____

PRINCIPAL

By: _____

SURETY

ATTACHMENT 1: PREVAILING WAGE RATES

FEDERAL MINIMUM WAGES MAY BE VIEWED AT THE FOLLOWING LINK:

<https://sam.gov/content/wage-determinations>

GENERAL PREVAILING WAGE RATE (CALIFORNIA) MAY BE VIEWED AT THE FOLLOWING LINK:

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

ATTACHMENT 2: PLANS

24-09 Suncrest & Fortuna Overlay

Vicinity Map 1 of 2

ADDITIVE
ALTERNATE WORK
AREA WEST OF
VALLEY GUTTER
AT BRIARWOOD ST

BASE BID WORK
AREA EAST OF
VALLEY GUTTER
AT BRIARWOOD ST

Google Earth

Image Landsat / Copernicus



500 ft

24-09 Suncrest & Fortuna Overlay

Vicinity Map 2 of 2



BASE BID WORK AREA
FROM PALM AVE TO
FIRST ST



24-09 Suncrest & Fortuna Overlay

Base Bid Work at Suncrest Street



BRIARWOOD ST

CONFORM AT END OF CURB RETURN

ADD DWS TO EXISTING CURB RAMP

WORK AREA

SUNCREST ST

WORK AREA

CONFORM AT EDGE OF VALLEY GUTTER

CONFORM AT END OF CURB RETURN

CONFORM AT END OF KNUCKLE CURB RETURN

HERMAN ST

LIBERTY ST

Google Earth

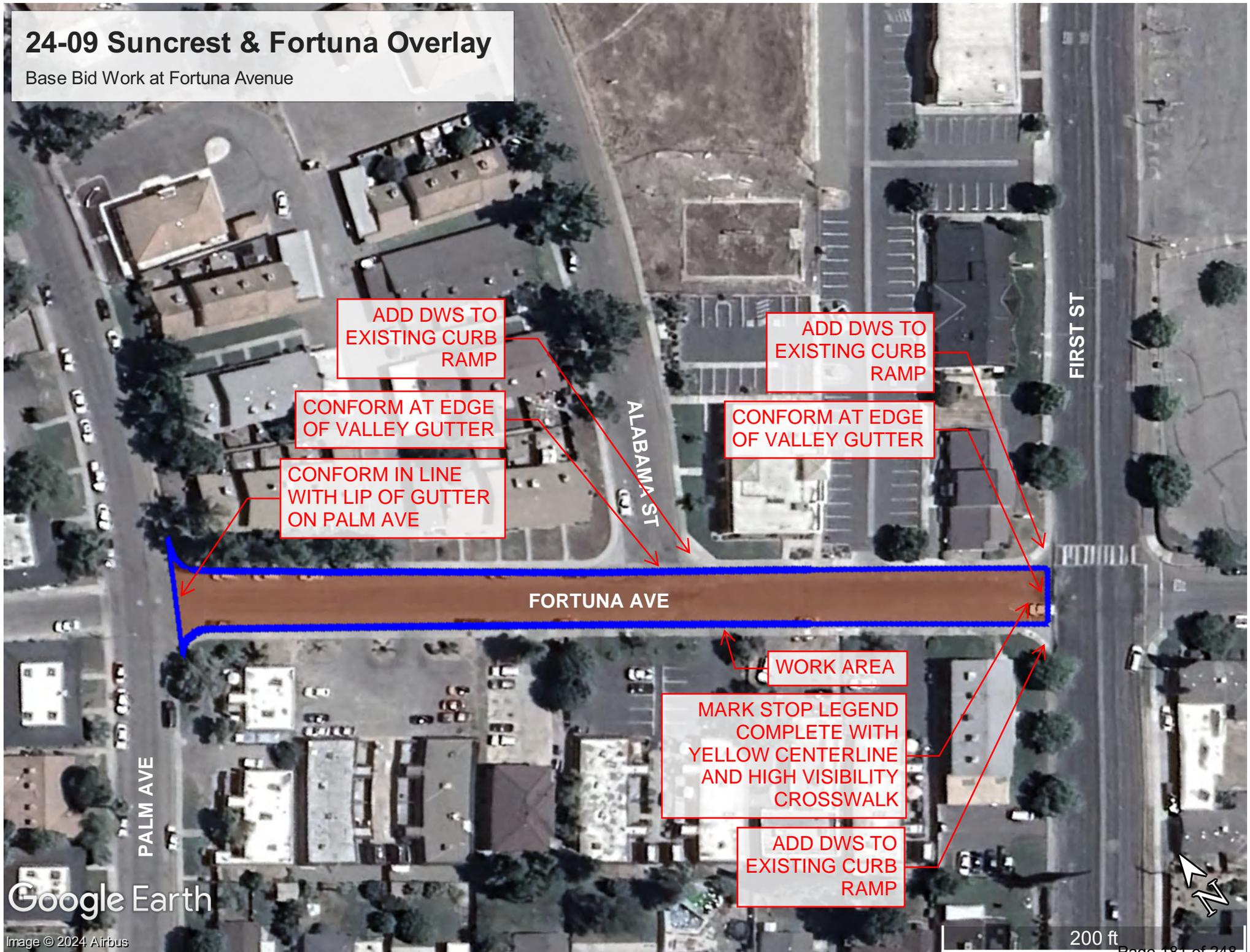
Image © 2024 Airbus



200 ft

24-09 Suncrest & Fortuna Overlay

Base Bid Work at Fortuna Avenue



ADD DWS TO EXISTING CURB RAMP

ADD DWS TO EXISTING CURB RAMP

CONFORM AT EDGE OF VALLEY GUTTER

CONFORM AT EDGE OF VALLEY GUTTER

CONFORM IN LINE WITH LIP OF GUTTER ON PALM AVE

FORTUNA AVE

WORK AREA

MARK STOP LEGEND COMPLETE WITH YELLOW CENTERLINE AND HIGH VISIBILITY CROSSWALK

ADD DWS TO EXISTING CURB RAMP

PALM AVE

ALABAMA ST

FIRST ST

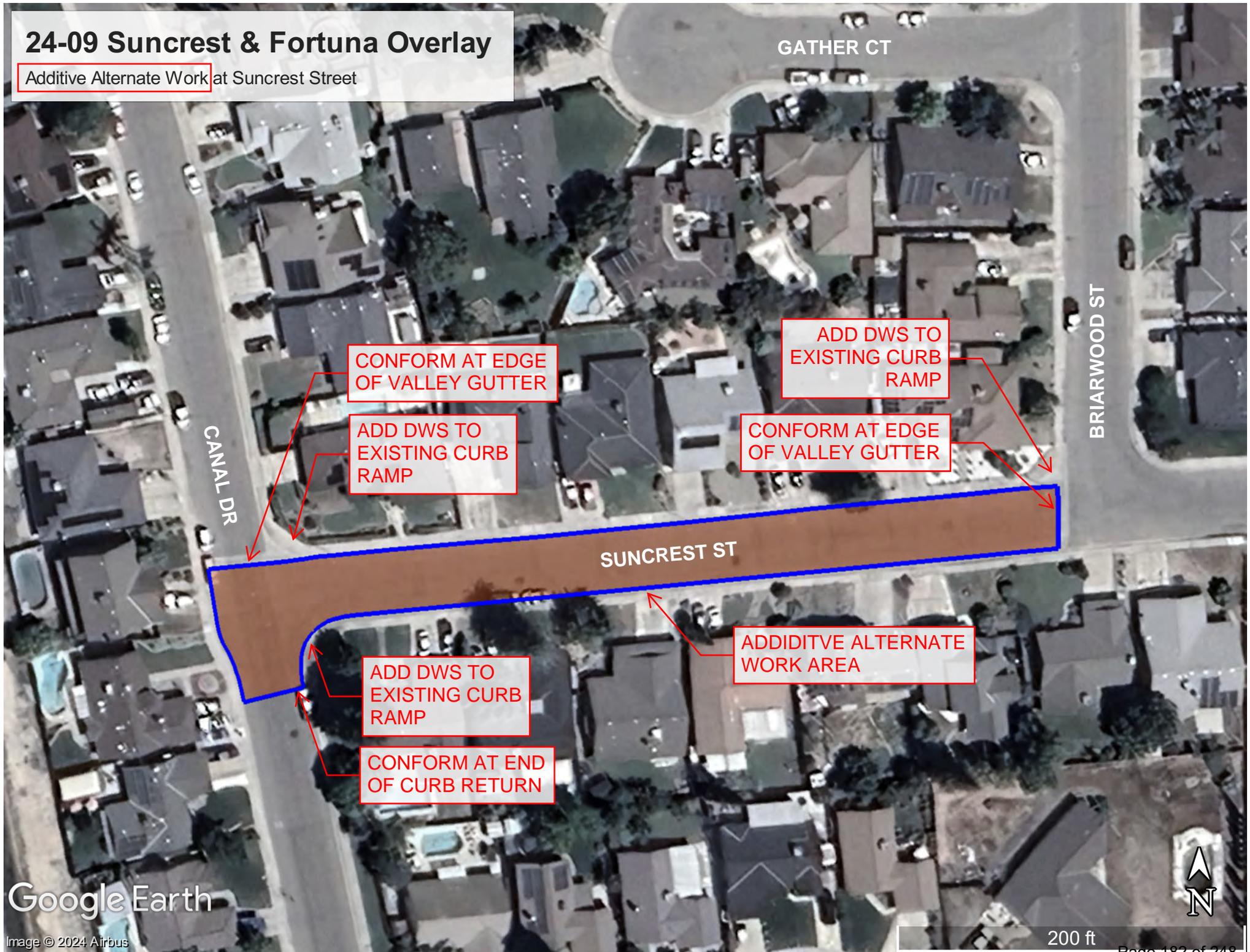
Google Earth

Image © 2024 Airbus

200 ft

24-09 Suncrest & Fortuna Overlay

Additive Alternate Work at Suncrest Street



GATHER CT

BRIARWOOD ST

CANAL DR

SUNCREST ST

CONFORM AT EDGE OF VALLEY GUTTER

ADD DWS TO EXISTING CURB RAMP

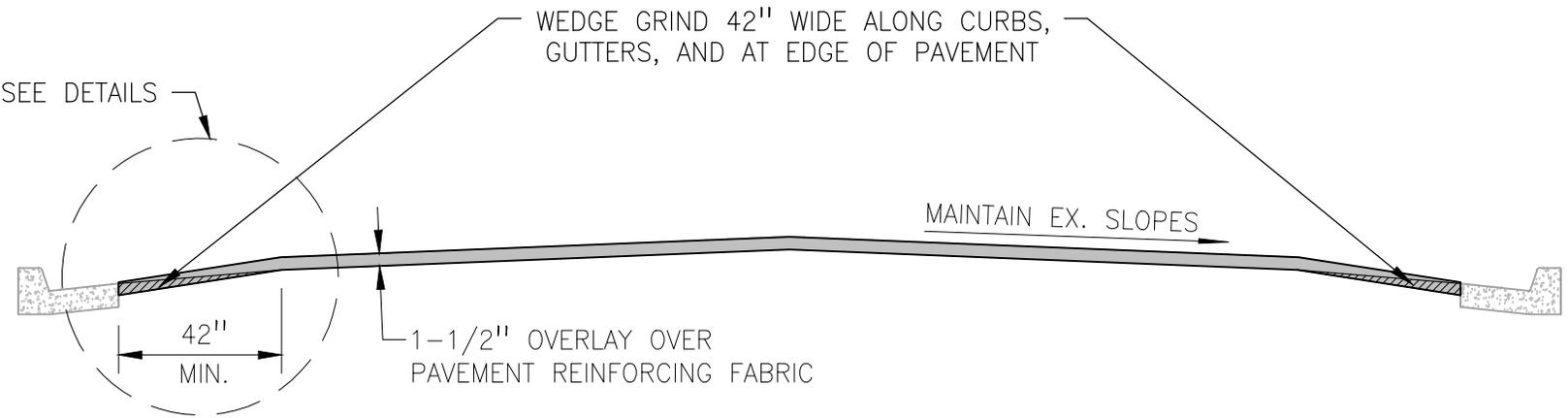
ADD DWS TO EXISTING CURB RAMP

CONFORM AT EDGE OF VALLEY GUTTER

ADDITIVE ALTERNATE WORK AREA

ADD DWS TO EXISTING CURB RAMP

CONFORM AT END OF CURB RETURN



TYPICAL CROSS SECTION

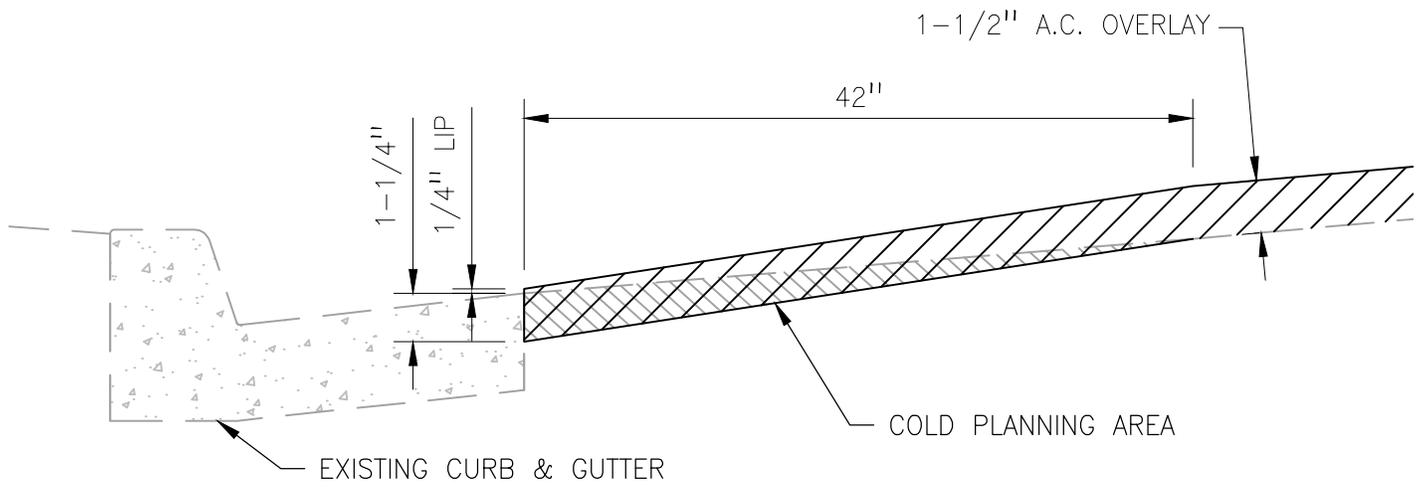
TYPICAL CROSS SECTION

CITY OF ATWATER
STANDARD DETAIL

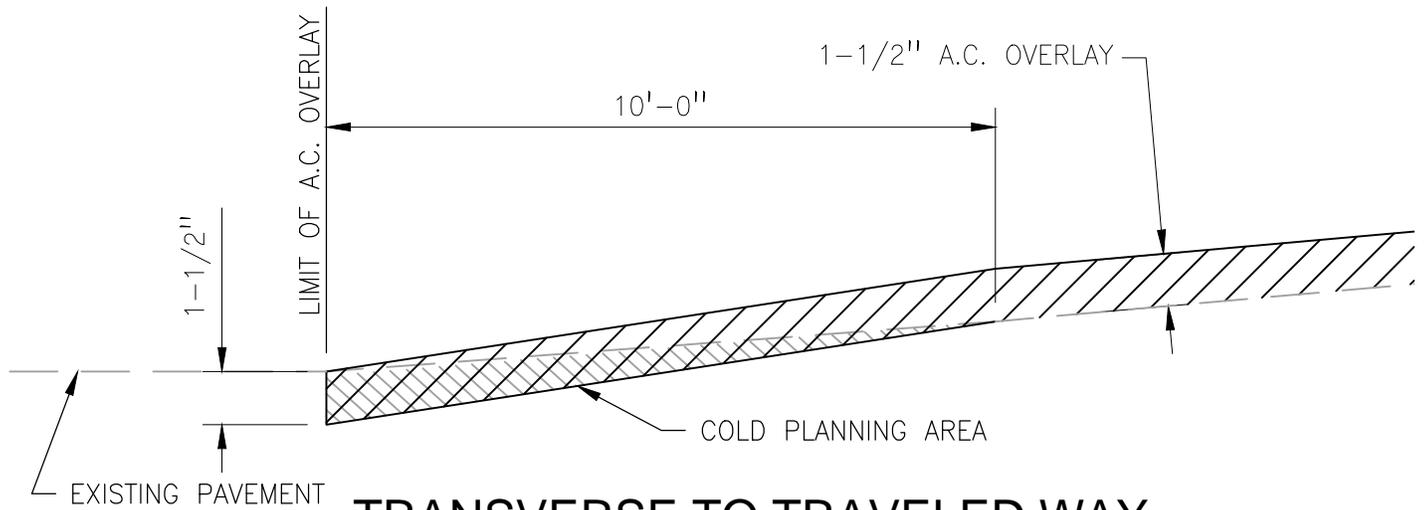
REV.	BY

APPROVED _____	COMMUNITY DEVELOPMENT DEPARTMENT
----------------	----------------------------------

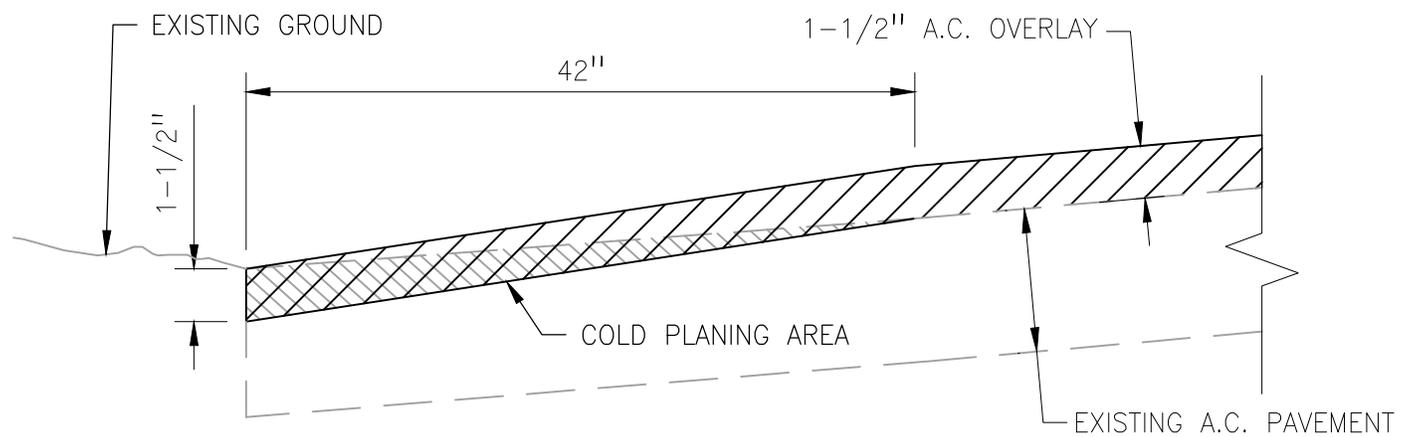
DRAWN: J.V.P.	NO. 1
DATE: 09.07.23	
SCALE: N.T.S.	



ADJACENT TO CONCRETE



TRANSVERSE TO TRAVELED WAY



AT EDGE OF PAVEMENT

		A.C. OVERLAY OVER PAVEMENT		CITY OF ATWATER	
				STANDARD DETAIL	
				DRAWN:	J.V.P
				DATE:	09.07.23
				SCALE:	N.T.S
REV.	BY	APPROVED	COMMUNITY DEVELOPMENT DEPARTMENT		
				NO.	2

LOT LINE MONUMENTATION

Survey monuments shall be set at all corners, angle points, and curve points of all lots. Monuments shall be 1-inch O.D. (3/4 inch I.D.) galvanized iron pipe, 24 inches in length, set 12 inches below finish grade, and shall be visibly tagged or stamped with the certificate number of the surveyor or engineer setting it.

SUBDIVISION BOUNDARY MONUMENTATION

Subdivision boundary monuments, except those in street pavement, shall be 1-1/2 inches O.D. (1-1/4 inch I.D.) galvanized iron pipe, 24 inches in length, set 12 inches below finish grade, capped and tagged. Subdivision boundary monuments in street pavement shall be 1-inch O.D. (3/4-inch I.D.) galvanized iron pipe, 18 inches in length, top of pipe shall be set 1/2 inch below the pavement surface.

STREET CENTERLINE MONUMENTATION

Survey monuments shall be set at all street centerline intersections. Number and location of monuments within a subdivision is subject to the approval of the City Engineer. Centerline and street intersection monuments shall be 1-inch O.D. (3/4-inch I.D.) galvanized iron pipe, and not less than 18 inches in length. Top of the pipe shall be 1/2-inch below pavement surface.

SECTION AND QUARTER CORNER MONUMENTS

Permanent survey monuments shall be placed at all section and quarter corners within the improvement. The section corner monuments shall be Class "B" concrete, poured in place, with minimum dimensions of 6" diameter by 24 inches. Plates shall be placed before the concrete has acquired its initial set and shall be firmly embedded in the concrete. Monuments shall be visibly tagged or stamped with the certificate number of the surveyor or engineer setting it. In paved areas, a monument box is required, with lettering "MONUMENT" on cover. Frame to be set in 5 sack concrete mix (Class "B" per State specifications) 24 inches square by 6 inches deep, matching pavement grades. Use Brooks 4-TT or Christy G5 concrete boxes with traffic lids, or an approved equal.

	ENGINEERING DIVISION		CITY OF ATWATER, CALIF.	
	TITLE			STANDARD PLAN
	SURVEY MONUMENTATION			
	DRN:	APPROVED BY:	DATE:	
DATE	<i>Win Westfall</i>	5-18-82	M-10	
REV. 4/83	WIN WESTFALL, CITY ENGINEER			

RESTORING MONUMENTS

If any monument is found in a perishable condition, it shall be replaced with a permanent monument and be so noted on the final map. The instructions as set forth in the 1973 "Manual of Instructions for the Survey of Public Lands of the United States" published by the Bureau of Land Management, Department of the Interior, Washington, D.C. shall be followed for the subdivision of public lands and privately owned lands, in the restoration of lost or obliterated corners, and the retracement of section lines.

RELATION TO ADJACENT AREA

The surveyor shall clearly show on the final map the character, description and positions of all stakes, monuments, or other evidences found on the ground and used to determine the boundaries of the tract. If necessary, a Record of Survey map shall be separately recorded.

The final map shall show corners of all adjoining subdivisions, or portions thereof, by lot or block number, tract name and/or number, and place of record. The relation of the tract to adjoining subdivisions shall be shown by ties.

Whenever the City Engineer or County Surveyor has established the centerline of a street or alley, the data shall be shown on the final map, indicating all monuments found and making reference to a field book or map. If the points were reset by ties, the fact shall be stated.

The final map shall show all city boundary lines crossing or adjoining the subdivision clearly designated and tied in.

The final map shall show suitable primary survey control points, including section corners, and monuments existing outside of the proposed subdivision, as required.

BOUNDARY LINES

City boundaries, and lines between registered (Torrens Title) and unregistered land, and between a separate ownership of registered land, shall be lot lines; that is, such a line shall not cut a lot, but shall be made a line of a lot, except where permitted by the City Engineer.

Sheet 2 of 3

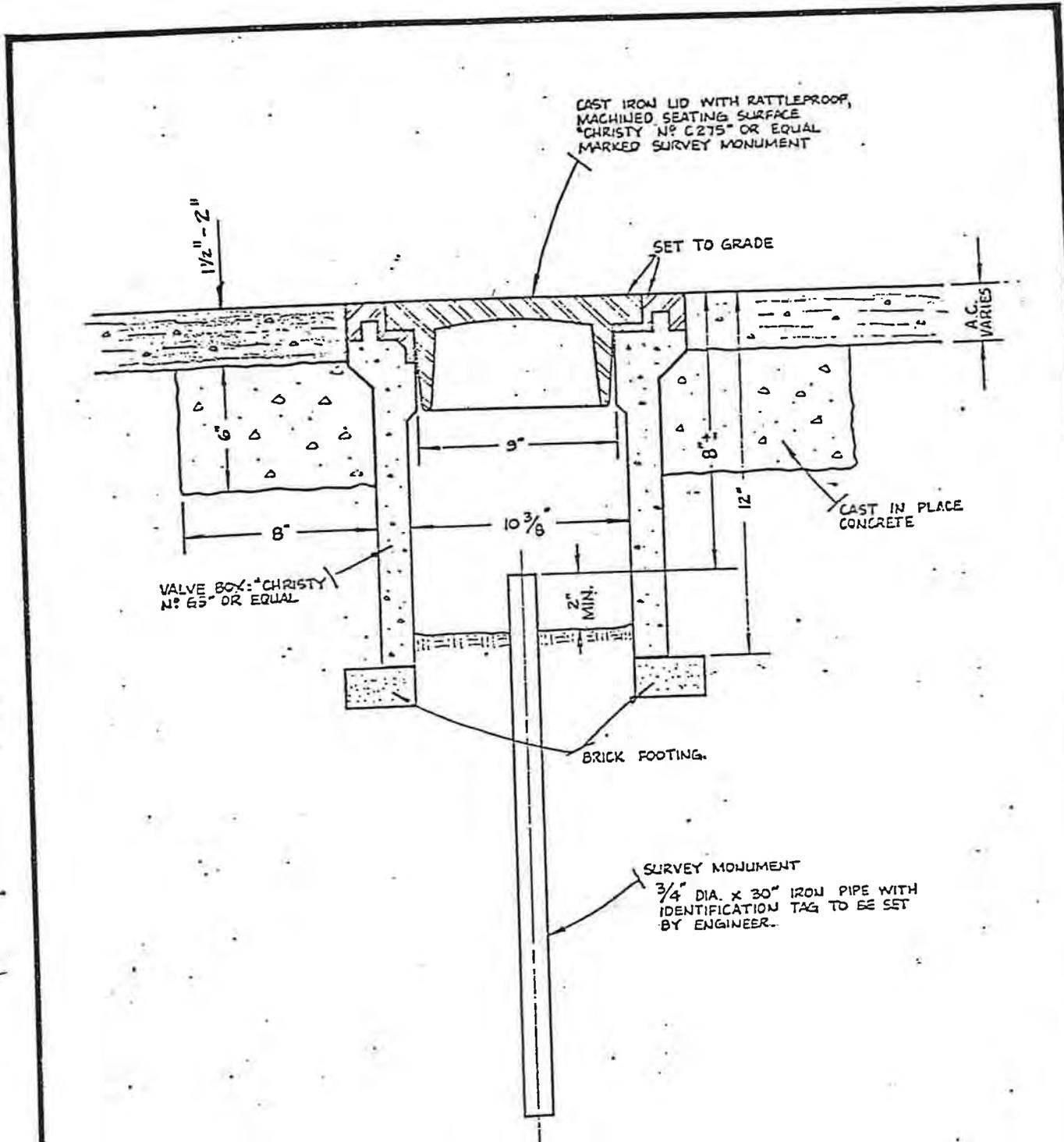
	ENGINEERING DIVISION		CITY OF ATWATER, CALIF.	
	TITLE		STANDARD PLAN	
	SURVEY MONUMENTATION		M-11	
	DRN.	APPROVED BY:	DATE:	
DATE	<i>Wm Westfall</i>	5-18-82		
REV.	CITY ENGINEER			

NOTATION OF MONUMENT ON THE FINAL MAP

The character, type and positions of all monuments and encasements shall be noted on the final map. If any shortage or excess of distance is found on the ground between existing monuments, compared with the original record, any division of the total must bear its proportion of such shortage or excess. If a monument is replaced, indicate type and condition of monument found, and the date of replacement.

Sheet 3 of 3

	ENGINEERING DIVISION		CITY OF ATWATER, CALIF.
	TITLE		STANDARD PLAN
	SURVEY MONUMENTATION		M-12
	DRN.	APPROVED BY:	
DATE	<i>Win Woodall</i>	<i>5-18-82</i>	
REV.	, CITY ENGINEER		



CAST IRON LID WITH RATTLEPROOF, MACHINED SEATING SURFACE "CHRISTY NO. 6275" OR EQUAL MARKED SURVEY MONUMENT

SET TO GRADE

A.C. VARIES

1 1/2" - 2"

VALVE BOX: "CHRISTY NO. 65" OR EQUAL

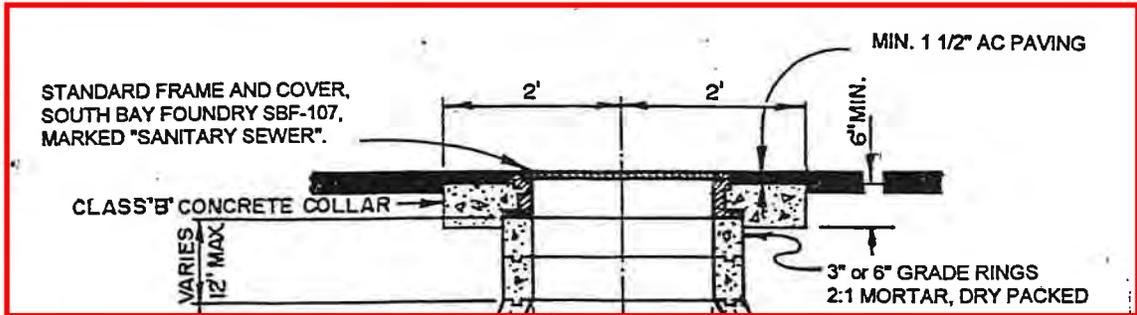
CAST IN PLACE CONCRETE

BRICK FOOTING

SURVEY MONUMENT
3/4" DIA. X 30" IRON PIPE WITH IDENTIFICATION TAG TO BE SET BY ENGINEER.

NOTE: MONUMENTS ARE TO BE SET AFTER STREETS HAVE BEEN PAVED.

	ENGINEERING DIVISION		CITY OF ATWATER, CALIF.	
	TITLE		STANDARD PLAN	
	MONUMENT BOX		M-13	
	DRN.	APPROVED BY:	DATE:	(Modified)
DATE	<i>John E. Medina</i>	8/24/98		
REV. 12/94	JOHN E. MEDINA, CITY ENGINEER			



STANDARD FRAME AND COVER,
SOUTH BAY FOUNDRY SBF-107,
MARKED "SANITARY SEWER".

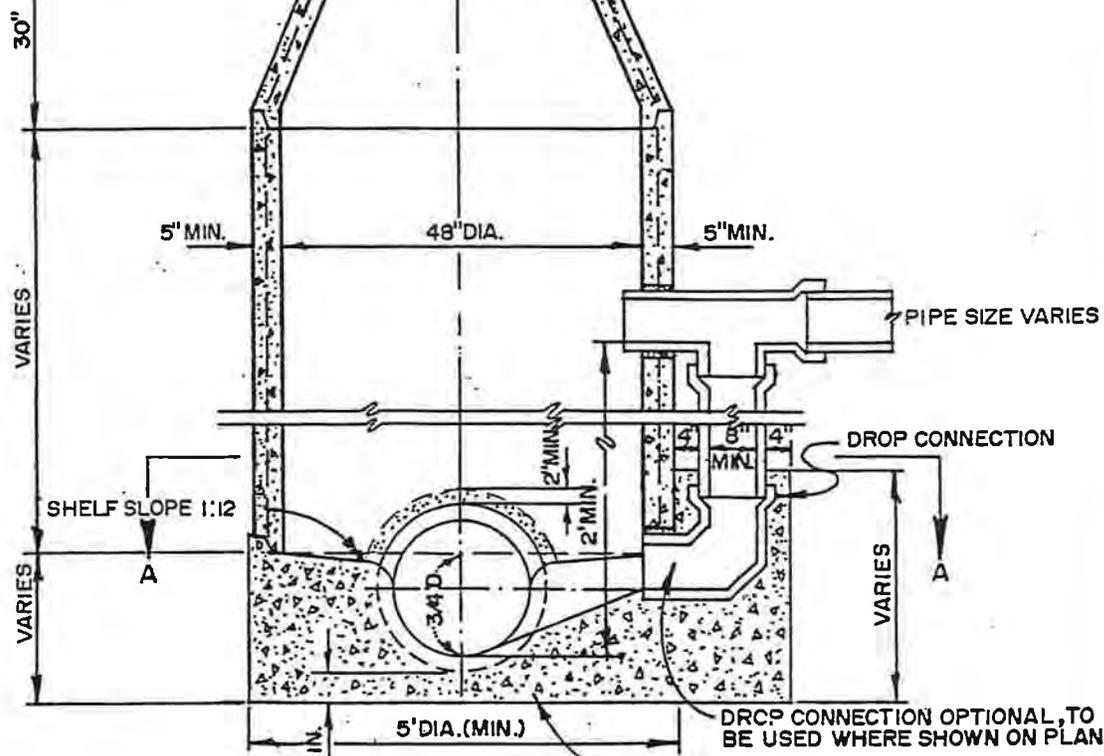
MIN. 1 1/2" AC PAVING

CLASS 'B' CONCRETE COLLAR

VARIES
12" MAX

3" or 6" GRADE RINGS
2:1 MORTAR, DRY PACKED

CONCENTRIC REINFORCED CONCRETE
CONE. ECCENTRIC R.C. CONE OPTIONAL,
TO BE APPROVED BY THE CITY ENGINEER



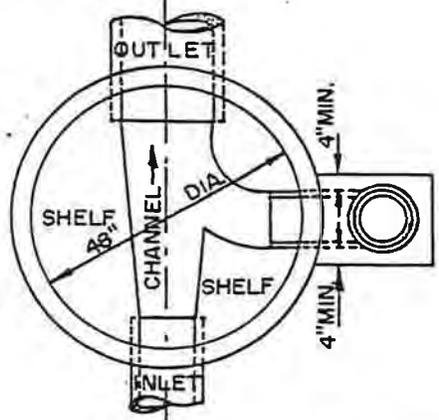
PRE-CAST MANHOLE SECTIONS SHALL
MEET A.S.T.M. SPECIFICATION C 478 FOR
CL. III REINFORCED CONCRETE PIPE.
LENGTHS OF ONE, TWO OR THREE
FEET ARE OPTIONAL. ALL JOINTS SHALL
BE GROUTED SMOOTH, INSIDE AND OUT
AND SHALL BE WATERTIGHT.

PIPE SHALL BE LAID THROUGH THE MANHOLE, THEN
SMOOTHLY BROKEN OUT AFTER BASE CONCRETE HAS
SET. CONCRETE SHALL HAVE A SMOOTH, UNIFORM, STEEL
TROWEL FINISH. AFTER PIPE IS BROKEN OUT, ADDITIONAL
GROUT SHALL BE APPLIED AND BRUSHED SMOOTH.

WHERE INCOMING AND OUTGOING SEWER PIPES IN MANHOLE
VARY IN SIZE, EXTEND LOWER HALVES OF SEWER PIPES
8" BEYOND INSIDE OF WALL AND SHAPE A SMOOTH, EVEN
TRANSITION CHANNEL BETWEEN PIPES.

MATCH SOFFITS OF PIPE AT MANHOLES, JOINING DIFFERENT
SIZED PIPES, IF LARGER IS DOWNSTREAM.

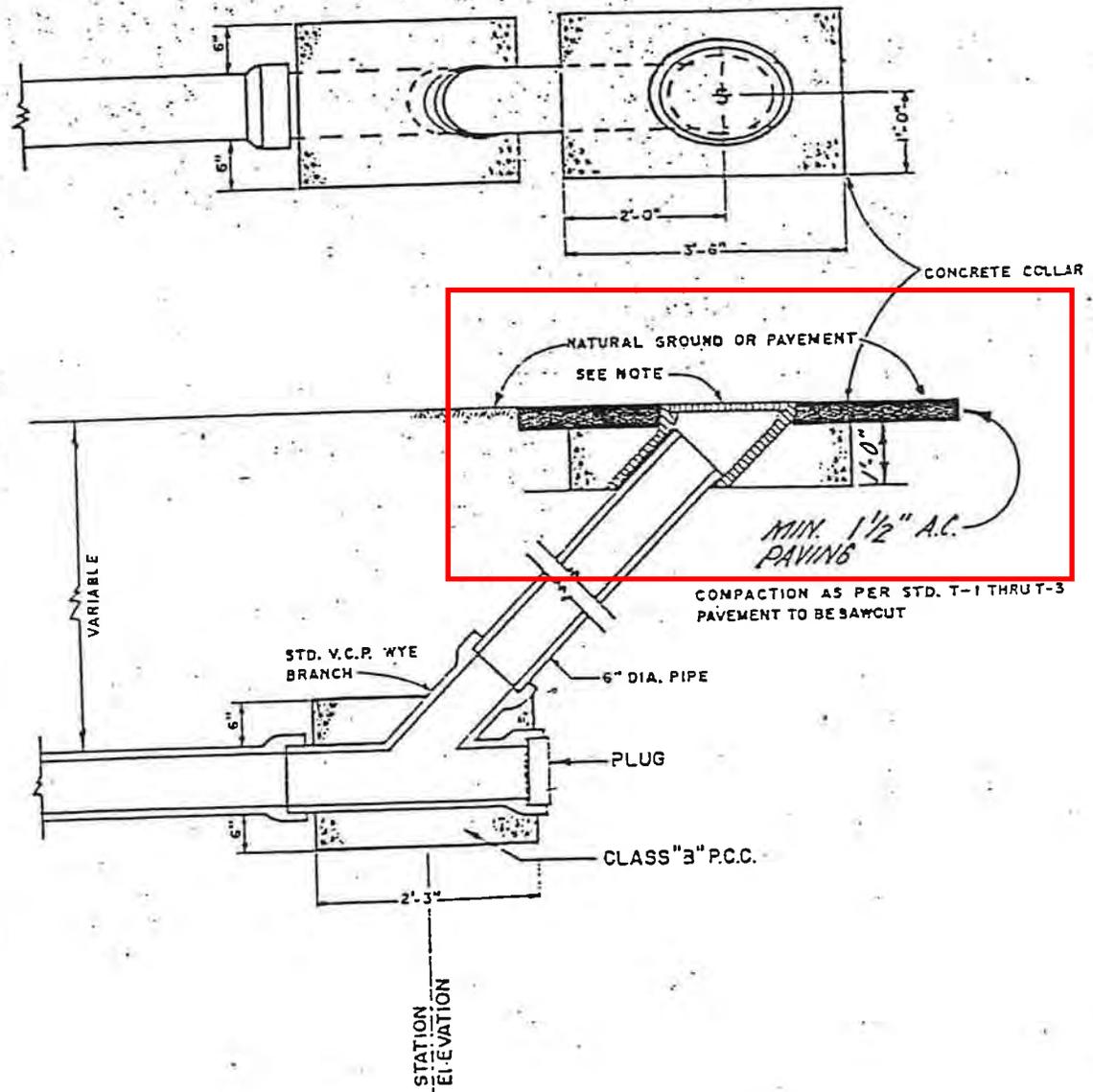
DROP CONNECTION OPTIONAL, TO
BE USED WHERE SHOWN ON PLANS.
CLASS 'A' CONCRETE BASE.



SECTION A-A

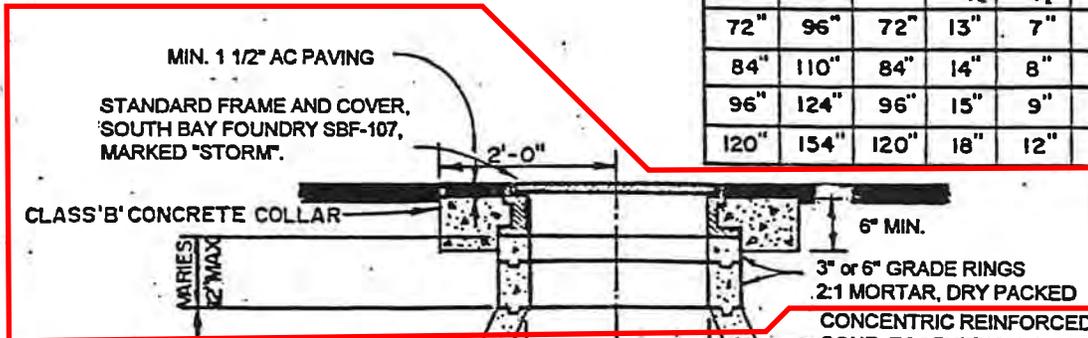
	ENGINEERING DIVISION		CITY OF ATWATER, CALIF.		
	TITLE SANITARY SEWER MANHOLE DETAILS				STANDARD PLAN
	DRN. H.E.D.	APPROVED BY	DATE:	S-1	
	DATE 9/81	<i>[Signature]</i>	2-22-96		
REV. 2/96	CITY ENGINEER				

NOTE:
 (1) CASTING - FRAME AND COVER - PINKERTON
 FOUNDRY No. A-490 - PHOENIX IRON WORKS
 No. PF 1012-L - OR APPROVED EQUAL.



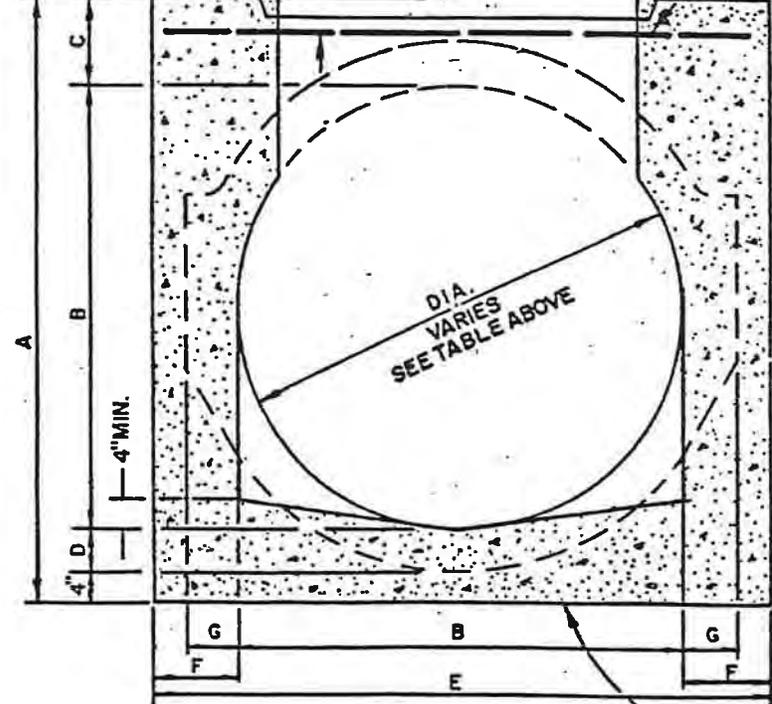
ENGINEERING DIVISION		CITY OF ATWATER, CALIF.	
TITLE		CLEANOUT	
DRN.	APPROVED BY:	DATE:	
DATE	<i>[Signature]</i>	8/24/98	
REV.	JOHN E. MEDINA, CITY ENGINEER		
			STANDARD PLAN
			S-4
			(MODIFIED)

DIA.	A	B	C	D	E	F	MIN G
54"	75"	54"	11½"	5½"	75"	10½"	5½"
60"	82"	60"	12"	6"	82"	11"	6"
66"	89"	66"	12½"	6½"	89"	11½"	6½"
72"	96"	72"	13"	7"	96"	12"	7"
84"	110"	84"	14"	8"	110"	13"	8"
96"	124"	96"	15"	9"	124"	14"	9"
120"	154"	120"	18"	12"	154"	17"	12"



VARIES 12" MAX
30"
VARIES

6" MIN.
3" or 6" GRADE RINGS
2:1 MORTAR, DRY PACKED
CONCENTRIC REINFORCED CONCRETE
CONE. ECCENTRIC R.C. CONE OPTIONAL
TO BE APPROVED BY THE CITY ENGINEER.
PRE-CAST MANHOLE SECTIONS SHALL
MEET A.S.T.M. SPECIFICATION C 478
FOR CL III REINFORCED CONCRETE PIPE.
LENGTHS OF ONE, TWO OR THREE FEET
ARE OPTIONAL. ALL JOINTS SHALL BE
GROUTED SMOOTH, INSIDE AND OUT AND
SHALL BE WATERTIGHT.
#5 BARS (SEE STANDARD PLAN
SD-4 FOR PLAN VIEW)

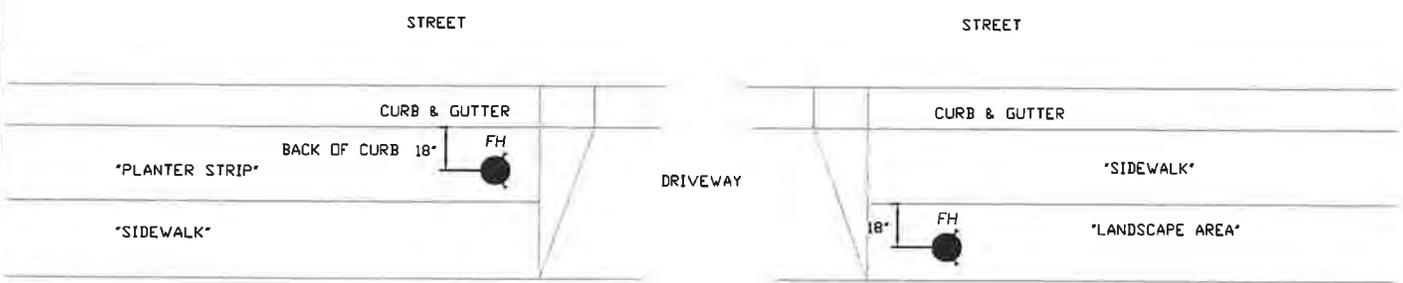
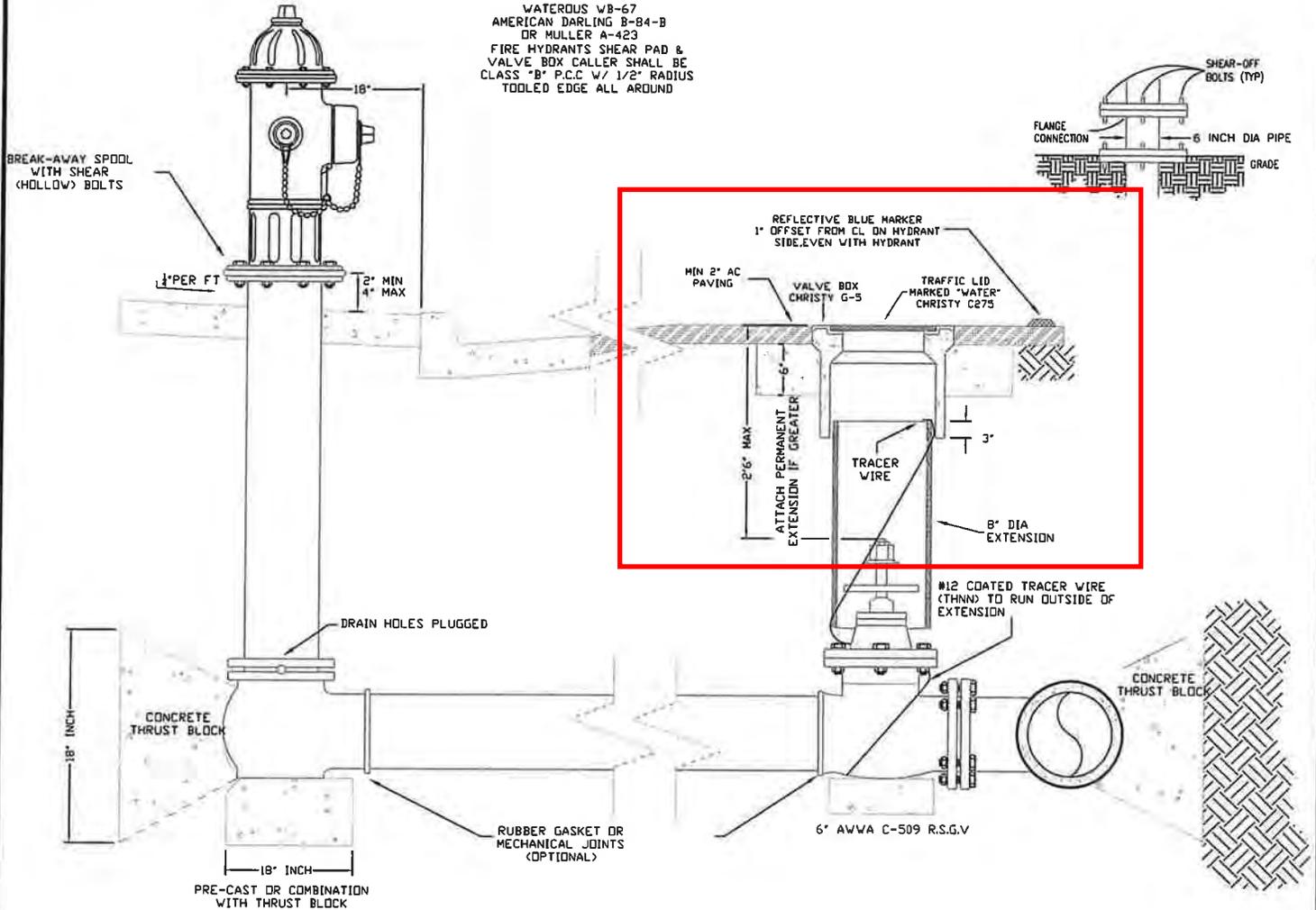
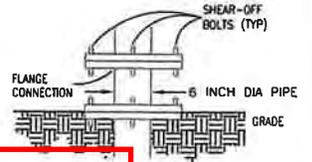


**TYPICAL CONCENTRIC
MANHOLE
54" THRU 120"**

POURED-IN-PLACE P.C.C. BASE
CLASS 'A' P.C.C. CONFORMING TO
SECTION 90, STANDARD SPECIFICATIONS,
STATE OF CALIFORNIA, 1992 EDITION OR
AN APPROVED EQUAL, SHALL BE USED
FOR M.H. BASES AND C.I.P.P.

	ENGINEERING DIVISION		CITY OF ATWATER, CALIF.	
	TITLE: STORM DRAIN M.H. FOR 54"-120" C.I.P.P.			
	DRN. H.E.D.	APPROVED BY:	DATE:	STANDARD PLAN
	DATE 8/81	<i>John A. Haring</i>	2-22-96	SD-3
REV. 2/96	CITY ENGINEER		Page 191 of 248	

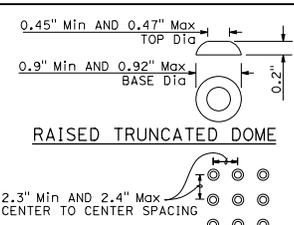
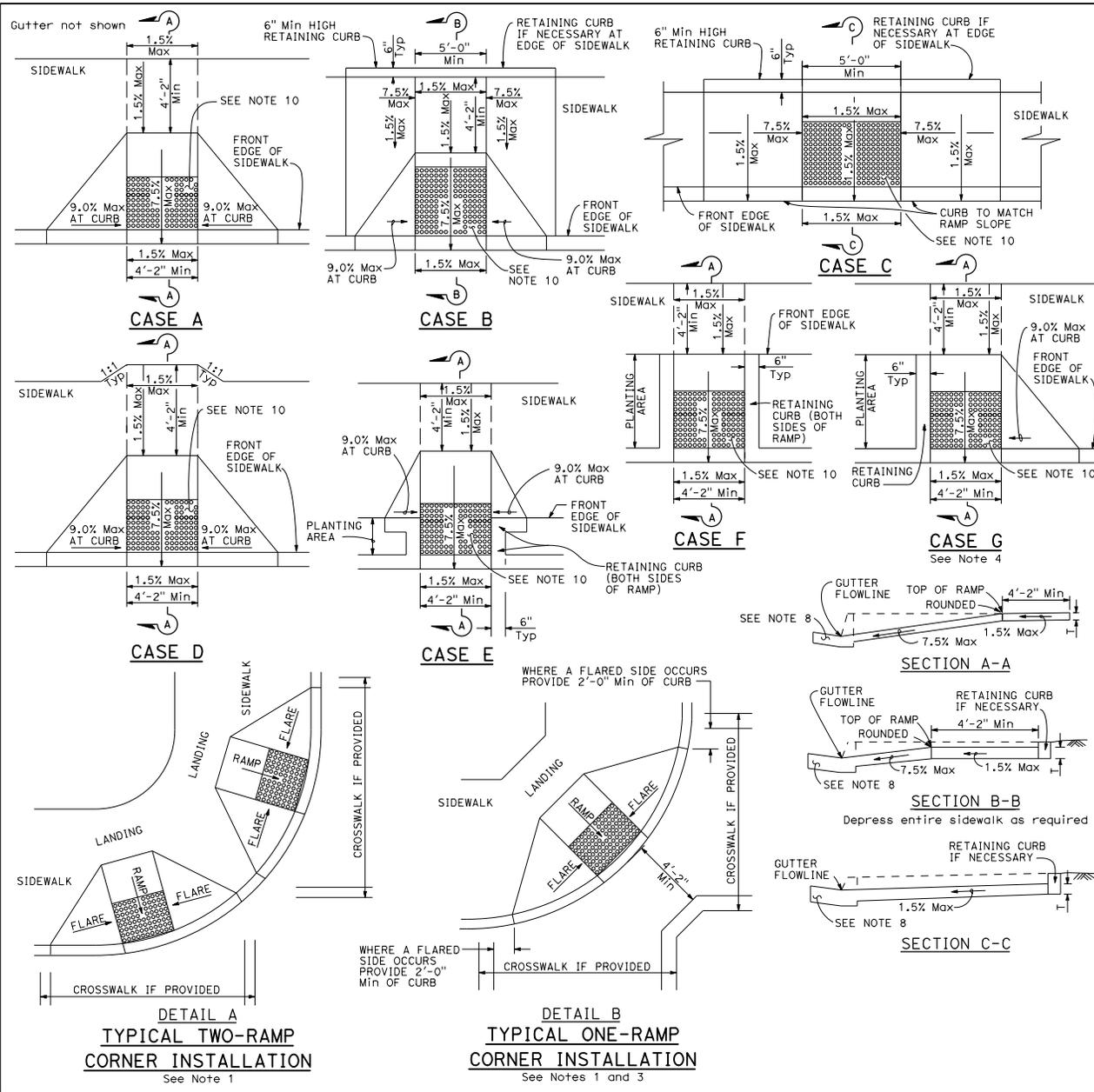
WATEROUS WB-67
 AMERICAN DARLING B-84-B
 DR MULLER A-423
 FIRE HYDRANTS SHEAR PAD &
 VALVE BOX CALLER SHALL BE
 CLASS "B" P.C.C W/ 1/2" RADIUS
 TOOLED EDGE ALL AROUND



TYPICAL LOCATIONS

FIRE HYDRANTS SHALL BE PLACED AS DIRECTED BY THE CITY ENGINEER. A MIN OF 5' DISTANCE FROM DRIVEWAYS, 10' FROM SEWER, VAULTS, PULL BOXES, U/G TRANSFORMERS MANHOLES. 20' FROM POWER POLES, STREET LIGHTS & TREES.

		FIRE HYDRANT INSTALLATION DETAILS		CITY OF ATWATER STANDARD DETAIL		
REV.	BY	APPROVED	 COMMUNITY DEVELOPMENT DEPARTMENT	DRAWN:	NO.	
				DATE:	11/10/10	WA-08
				SCALE:		

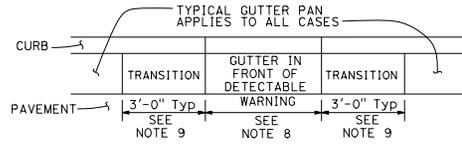


RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE

See Note 10

NOTES:

- As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
- If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
- When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
- As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
- The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
- Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
- The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
- Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1v:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
- Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
- The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
- Sidewalk and ramp thickness "T", shall be 3/2" minimum.
- Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
- Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



GUTTER PAN TRANSITION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE

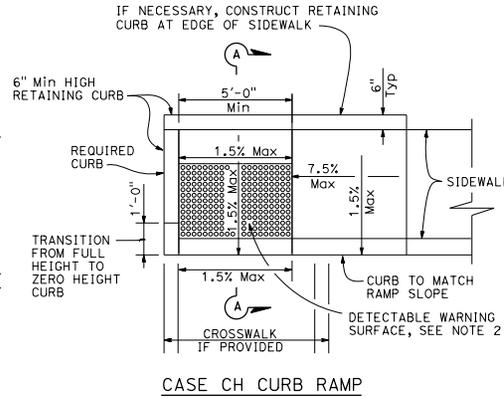
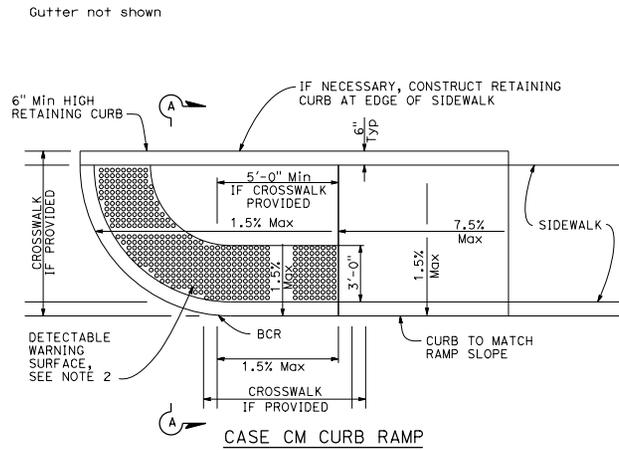
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Rebecca Lynn Mowry
 REGISTERED CIVIL ENGINEER
 No. C54415
 Exp. 12-31-23
 CIVIL
 STATE OF CALIFORNIA

May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

2023 STANDARD PLAN A88A

A88A



NOTES:

1. Sidewalk, ramp and passageway thickness "T", shall be 3/2" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.

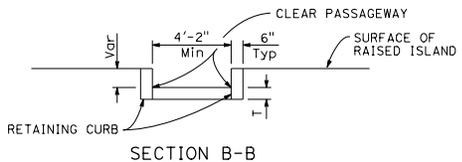
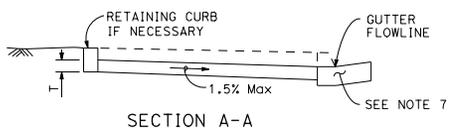
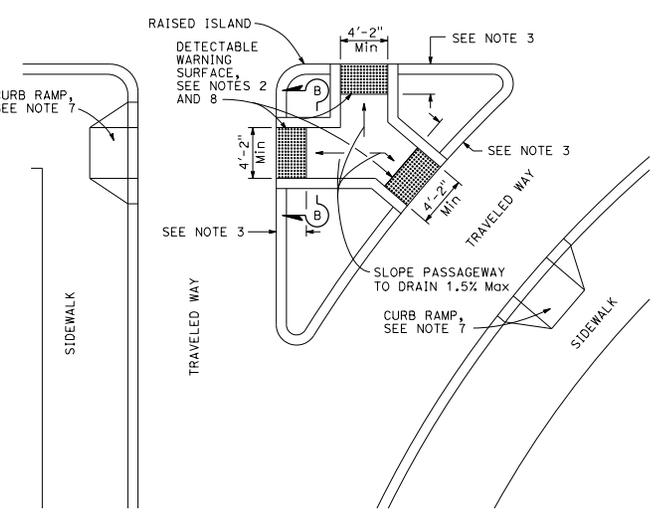
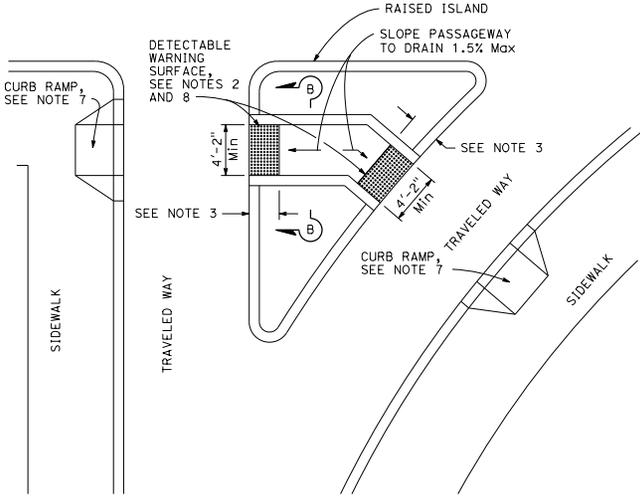
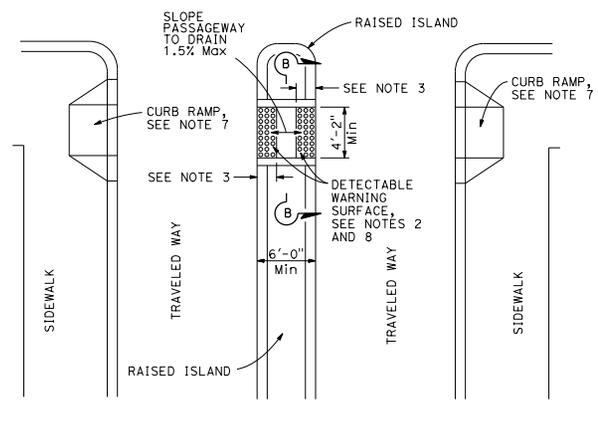
D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Rebecca Lynn Mowry
REGISTERED CIVIL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

Rebecca Lynn Mowry
No. C54415
Exp. 12-31-23
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

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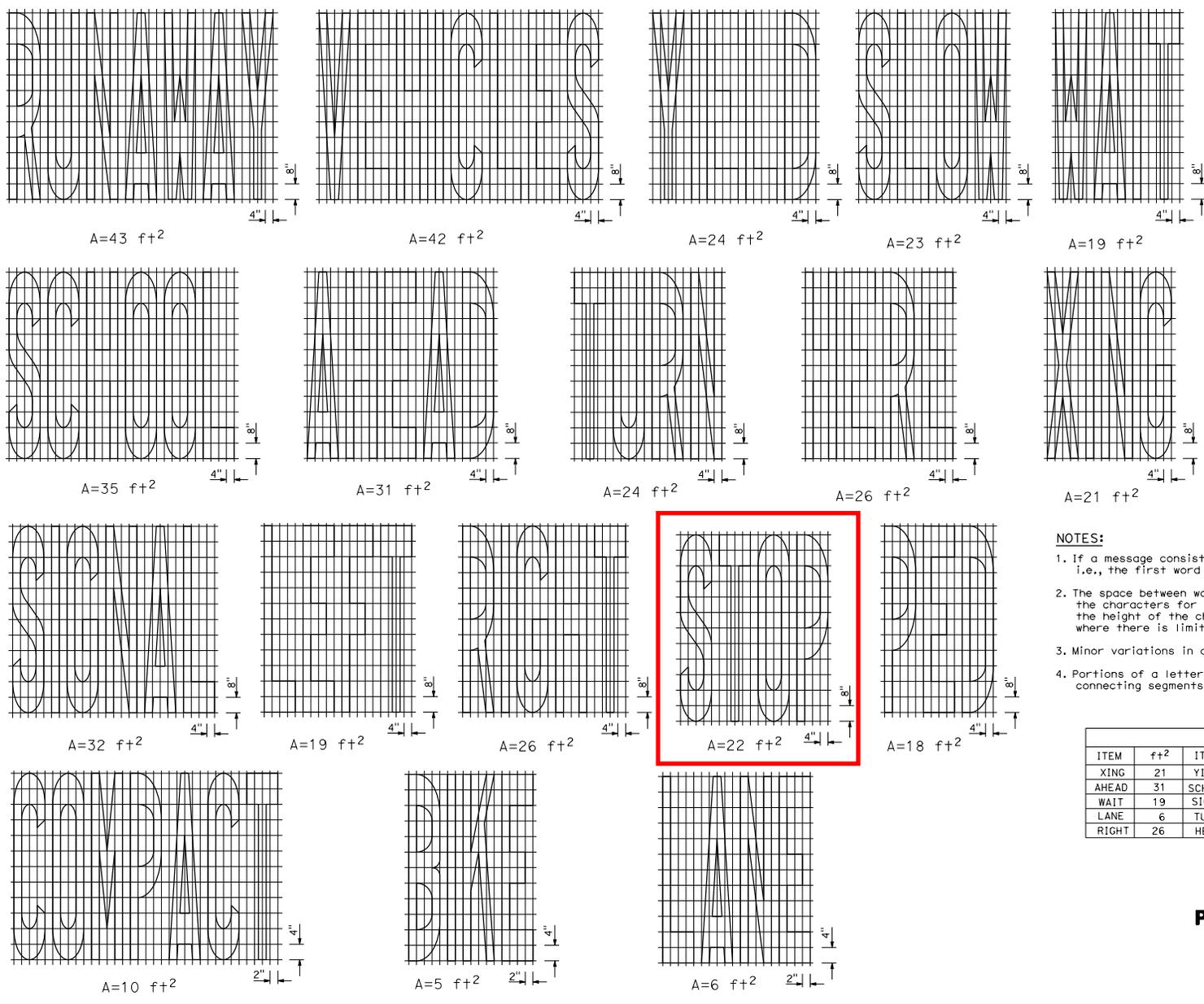


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP AND ISLAND PASSAGEWAY DETAILS

NO SCALE

A88B



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

REGISTERED CIVIL ENGINEER

Yue Wang
No. C82065
Exp. 3-31-24
CIVIL
STATE OF CALIFORNIA

May 1, 2023
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

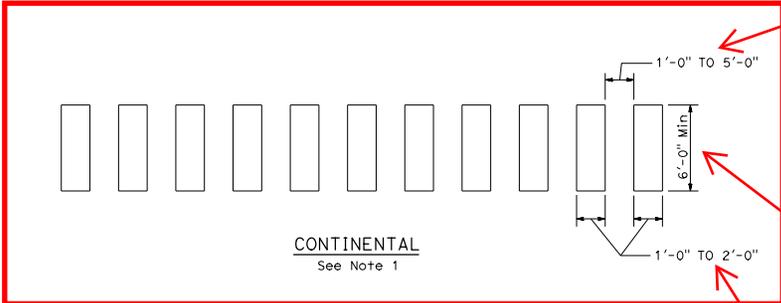
NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS							
ITEM	ft+2	ITEM	ft+2	ITEM	ft+2	ITEM	ft+2
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS WORDS
NO SCALE

A24D

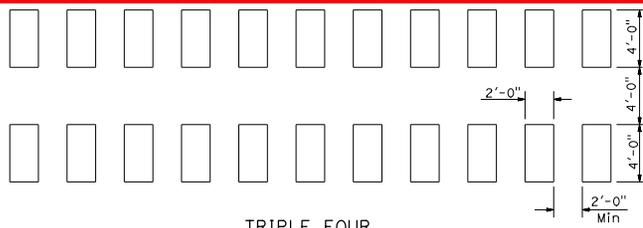


2'-0" SPACING

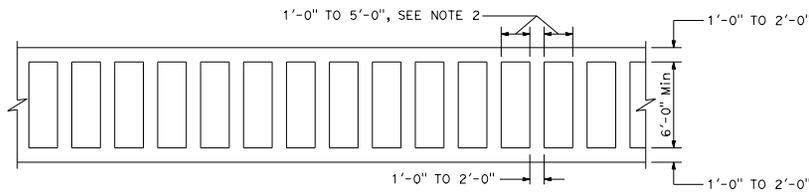
MATCH EXIST., MIN. 8'-0"

2'-0" WIDTH

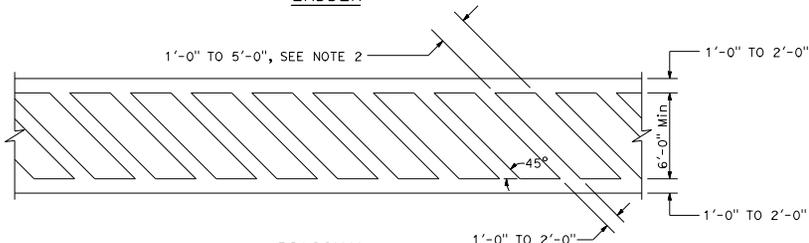
CONTINENTAL
See Note 1



TRIPLE FOUR
See Note 1

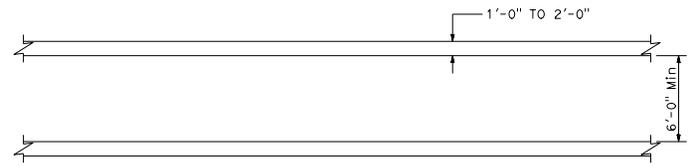


LADDER



DIAGONAL

HIGHER VISIBILITY CROSSWALKS



BASIC

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

Yue Wang
No. C82065
EXP. 3-31-24
CIVIL
STATE OF CALIFORNIA

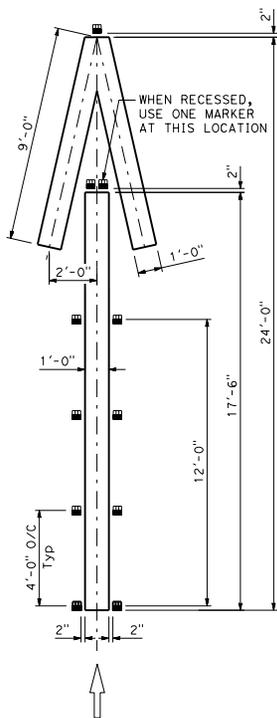
REGISTERED PROFESSIONAL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

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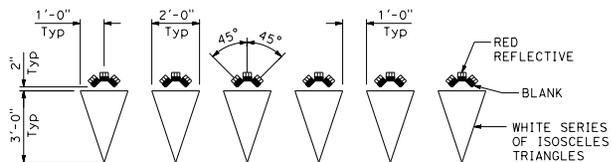
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A 24F



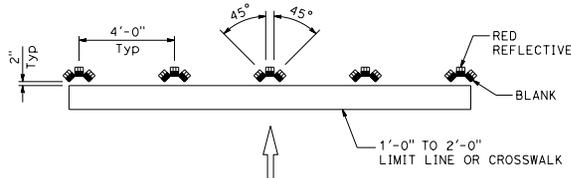
A=33 ft²

TYPE I ARROW AT EXIT RAMP



YIELD LINE AT EXIT RAMP

(Markers are not recessed)

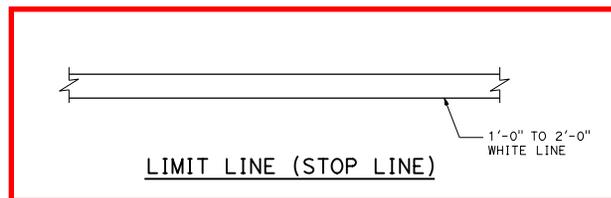


LIMIT LINE (STOP LINE) AT EXIT RAMP

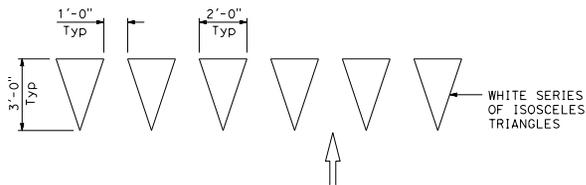
(Markers are not recessed)

NOTE:

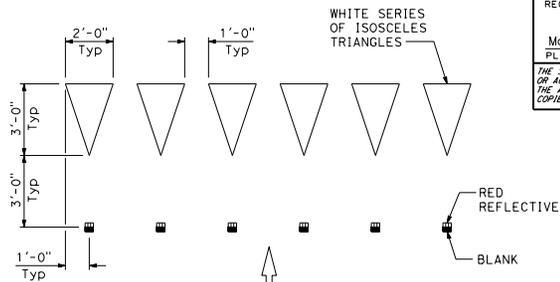
1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.



LIMIT LINE (STOP LINE)

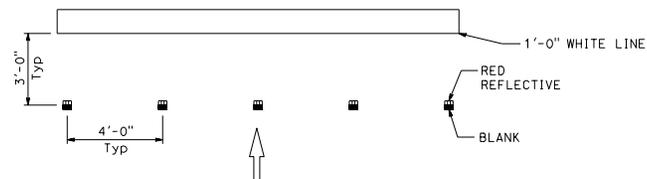


YIELD LINE



YIELD LINE AT EXIT RAMP

(Markers are recessed)



LIMIT LINE (STOP LINE) AT EXIT RAMP

(Markers are recessed)

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
 No. C82065
 Exp. 3-31-24
 CIVIL
 STATE OF CALIFORNIA

LEGEND:

■ TYPE R ONE-WAY RED RETROREFLECTIVE MARKER

— 1'-0" WHITE LINE

■ RED REFLECTIVE

■ BLANK



TYPE R

MARKER DETAILS

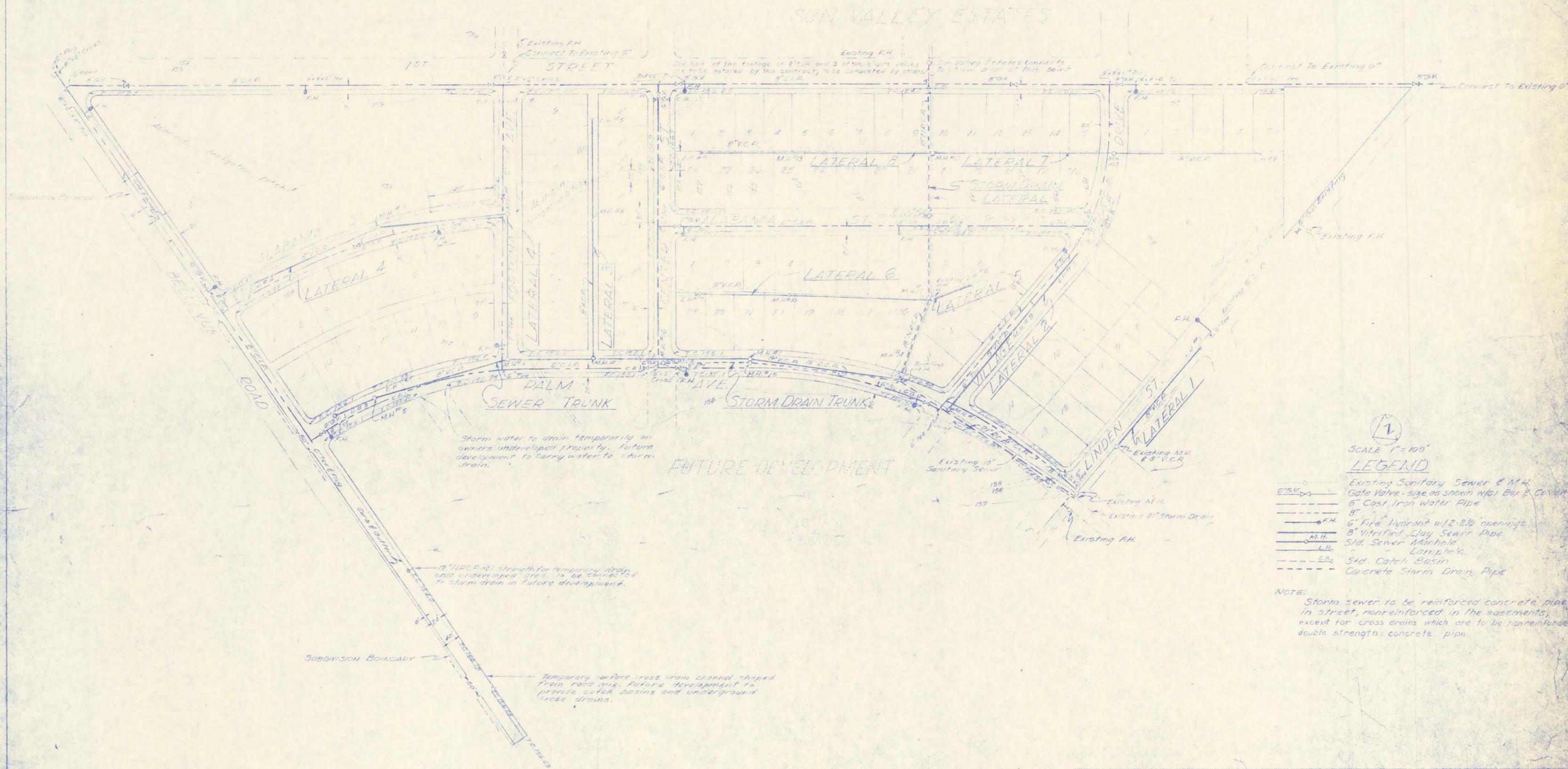
▨ RETROREFLECTIVE FACE ON BACKSIDE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
YIELD LINES, LIMIT LINES
AND WRONG WAY DETAILS

NO SCALE

A 24G

FOR REFERENCE ONLY FOR LOCATION OF UTILITY COVERS



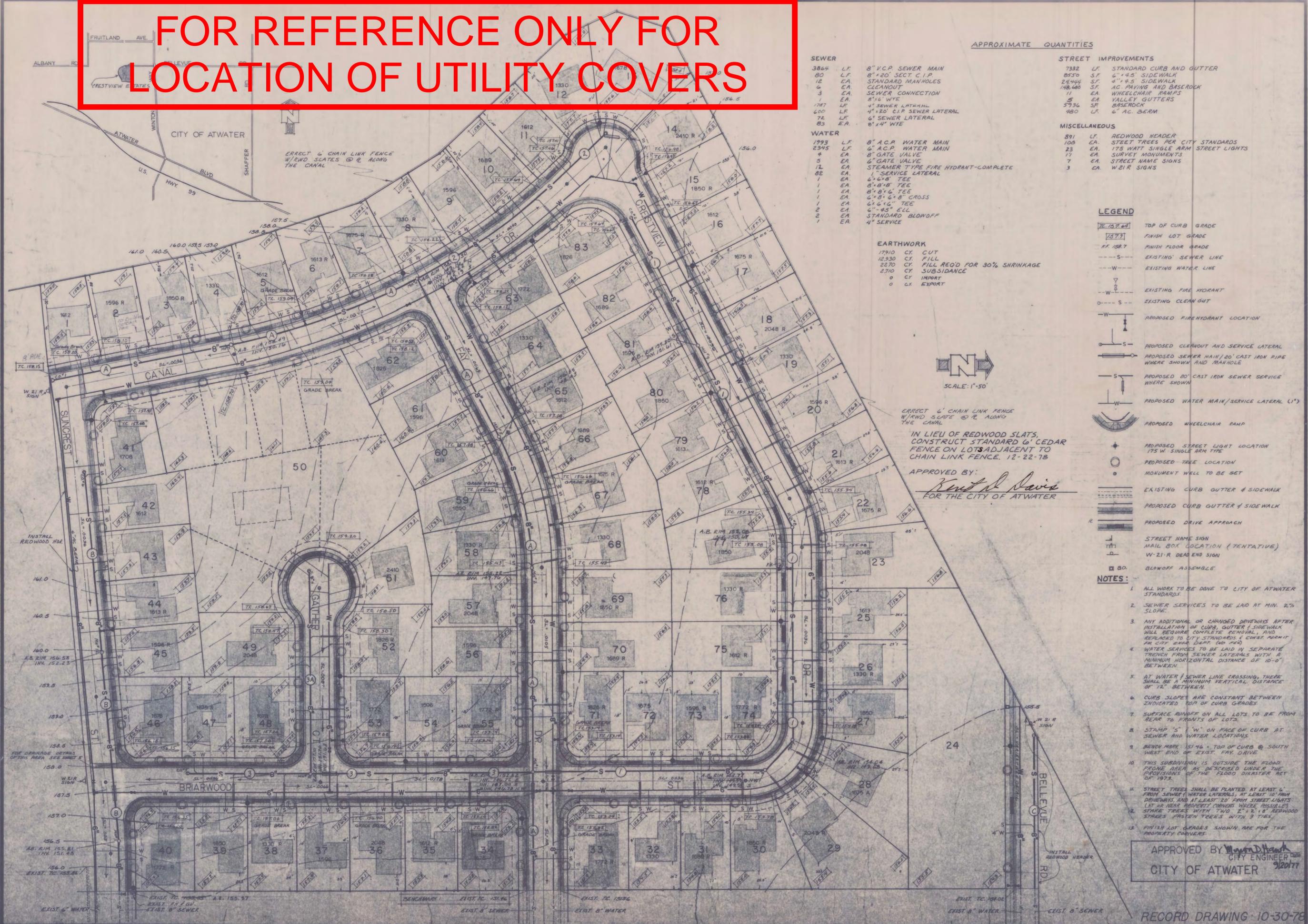
SCALE 1"=100'
LEGEND

- Existing Sanitary Sewer & M.H.
- Gate Valve - size as shown w/Box & Cover
- 6" Cast Iron Water Pipe
- 8"
- 6" Fire Hydrant w/2-2 1/2" openings
- 8" Vitrified Clay Sewer Pipe
- Std. Sewer Manhole
- " " Lamp Hole
- Std. Catch Basin
- Concrete Storm Drain Pipe

NOTE:
Storm sewer to be reinforced concrete pipe in street, nonreinforced in the easements, except for cross drains which are to be nonreinforced double strength concrete pipe.

H.W. BORGENSEN & ASSOCIATES CONSULTING CIVIL & SANITARY ENGINEERS ATWATER, CALIFORNIA		ATWATER VILLAGE SUBDIVISION NO. 1 ATWATER, CALIFORNIA		SHEET
APPROVED: CITVENSINEC <i>James W. Zolledorfer</i>		SCALE: DATE: 1"=100' Dec 57		IMPROVEMENT PLAN
DATE: 6/4/58		CHECKED BY: APPROVED BY: J.T. RE 5042		

FOR REFERENCE ONLY FOR LOCATION OF UTILITY COVERS



SEWER

3864	LF	8" VCP SEWER MAIN
80	LF	8" x 20" SECT. C.I.P.
12	EA	STANDARD MANHOLES
6	EA	CLEANOUT
3	EA	SEWER CONNECTION
EA		8" x 16" WYE
1787	LF	4" SEWER LATERAL
400	LF	4" x 20" C.I.P. SEWER LATERAL
72	LF	6" SEWER LATERAL
83	EA	8" x 14" WYE

WATER

1993	LF	8" A.C.P. WATER MAIN
2345	LF	6" A.C.P. WATER MAIN
4	EA	8" GATE VALVE
5	EA	6" GATE VALVE
72	EA	STEAMER TYPE FIRE HYDRANT-COMplete
82	EA	1" SERVICE LATERAL
EA		6" x 6" TEE
1	EA	8" x 8" TEE
EA		8" x 8" x 6" TEE
1	EA	6" x 6" x 6" CROSS
1	EA	6" x 6" TEE
2	EA	4" - 45° ELL
2	EA	STANDARD BLOWOFF
1	EA	4" SERVICE

APPROXIMATE QUANTITIES

EARTHWORK

17910	CY	CUT
12930	CY	FILL
2370	CY	FILL REQ'D FOR 30% SHRINKAGE
2710	CY	SUBSIDANCE
0	CY	IMPORT
0	CY	EXPORT

STREET IMPROVEMENTS

7332	LF	STANDARD CURB AND GUTTER
8570	SF	6" x 4.5" SIDEWALK
24444	SF	4" x 4.5" SIDEWALK
48,640	SF	AC. PAVING AND BASE ROCK
11	EA	WHEELCHAIR RAMPS
5	EA	VALLEY GUTTERS
5736	SF	BASE ROCK
980	LF	6" AC. BERM

MISCELLANEOUS

891	LF	REDWOOD TREES
105	EA	STREET TREES PER CITY STANDARDS
23	EA	175 WATT SINGLE ARM STREET LIGHTS
17	EA	SURVEY MONUMENTS
7	EA	STREET NAME SIGNS
3	EA	WEIR SIGNS

LEGEND

- TOP OF CURB GRADE
- FINISH LOT GRADE
- FINISH FLOOR GRADE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- EXISTING CLEAN OUT
- PROPOSED FIRE HYDRANT LOCATION
- PROPOSED CLEANOUT AND SERVICE LATERAL
- PROPOSED SEWER MAIN/80" CAST IRON PIPE WHERE SHOWN AND MANHOLE
- PROPOSED 60" CAST IRON SEWER SERVICE WHERE SHOWN
- PROPOSED WATER MAIN/SERVICE LATERAL (1")
- PROPOSED WHEELCHAIR RAMP
- PROPOSED STREET LIGHT LOCATION
- PROPOSED TREE LOCATION
- MONUMENT WELL TO BE SET
- EXISTING CURB GUTTER & SIDEWALK
- PROPOSED CURB GUTTER & SIDEWALK
- PROPOSED DRIVE APPROACH
- STREET NAME SIGN
- MAIL BOX LOCATION (TENTATIVE)
- W-21-R DEAD END SIGN
- BLOWOFF ASSEMBLY



ERECT 6' CHAIN LINK FENCE W/ RWD SLATS @ 12' ALONG THE CANAL

IN LIEU OF REDWOOD SLATS, CONSTRUCT STANDARD 6' CEDAR FENCE ON LOTS ADJACENT TO CHAIN LINK FENCE. 12-22-78

APPROVED BY:

Kent A. Davis
FOR THE CITY OF ATWATER

NOTES:

1. ALL WORK TO BE DONE TO CITY OF ATWATER STANDARDS.
2. SEWER SERVICES TO BE LAID AT MIN. 2% SLOPE.
3. ANY ADDITIONAL OR CHANGED DRIVEWAYS AFTER INSTALLATION OF CURB, GUTTER & SIDEWALK WILL REQUIRE COMPLETE REMOVAL, AND REPAIRED TO CITY STANDARDS & CONST. PERMIT FOR CITY ENGINEER. (SEE P. 20)
4. WATER SERVICES TO BE LAID IN SEPARATE TRENCH FROM SEWER LATERALS WITH A MINIMUM HORIZONTAL DISTANCE OF 10'-0" BETWEEN.
5. AT WATER / SEWER LINE CROSSING, THERE SHALL BE A MINIMUM VERTICAL DISTANCE OF 12" BETWEEN.
6. CURB SLOPES ARE CONSTANT BETWEEN INDICATED TOP OF CURB GRADES.
7. SURFACE RUMBLE ON ALL LOTS TO BE FROM REAR TO FRONTS OF LOTS.
8. STAMP "S" 1" W" ON FACE OF CURB AT SEWER AND WATER LOCATIONS.
9. BENCH MARK: 151.46 + TOP OF CURB @ SOUTH WEST END OF EXIST. FRY DRIVE.
10. THIS SUBDIVISION IS OUTSIDE THE FLOOD PRONE AREA AS DESCRIBED UNDER THE PROVISIONS OF THE FLOOD DISASTER ACT OF 1973.
11. STREET TREES SHALL BE PLANTED AT LEAST 6' FROM SEWER / WATER LATERALS, AT LEAST 10' FROM DRIVEWAYS AND AT LEAST 20' FROM STREET LIGHTS (AT OR NEAR PROPERTY CORNERS WHERE POSSIBLE). STAKE TREES WITH TWO 2" x 2" x 18" REDWOOD STAKES. FASTEN TREES WITH 3 TIES.
12. FINISH LOT GRADES SHOWN ARE FOR THE PROPERTY COVERS.

APPROVED BY *Wanda D. Head*
CITY ENGINEER
CITY OF ATWATER
5/20/77

RECORD DRAWING 10-30-78

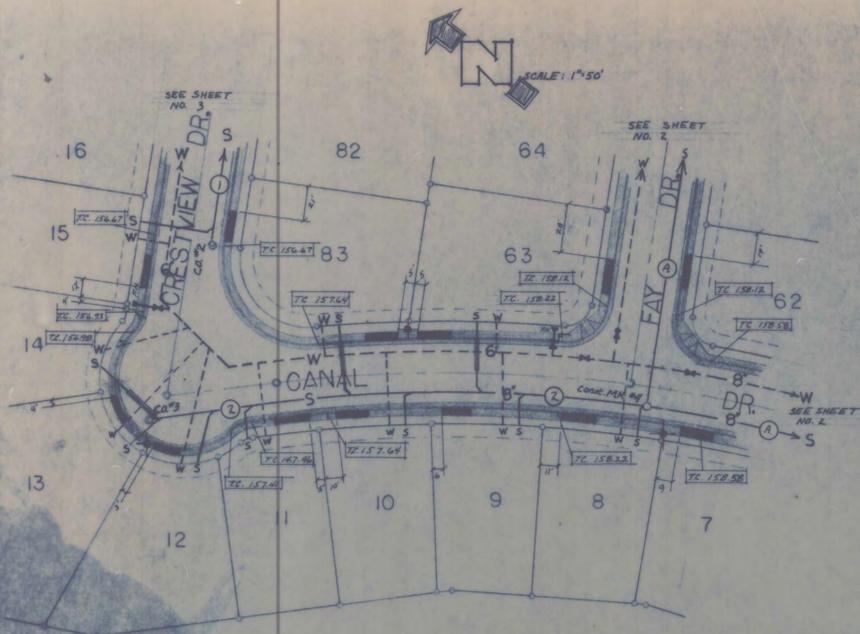
THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND SHALL BE KEPT IN HIS OFFICE. ANY REPRODUCTION OR DIMENSION SHALL BE THE RESPONSIBILITY OF THE USER. ANY DISCREPANCY SHALL BE BROUGHT TO THE NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

JORGENSEN-TOLLADRY ENGINEERS
ENGINEERS - DESIGNERS - PLANNERS
ON/HR
W/PT/STP
W/ST/STP

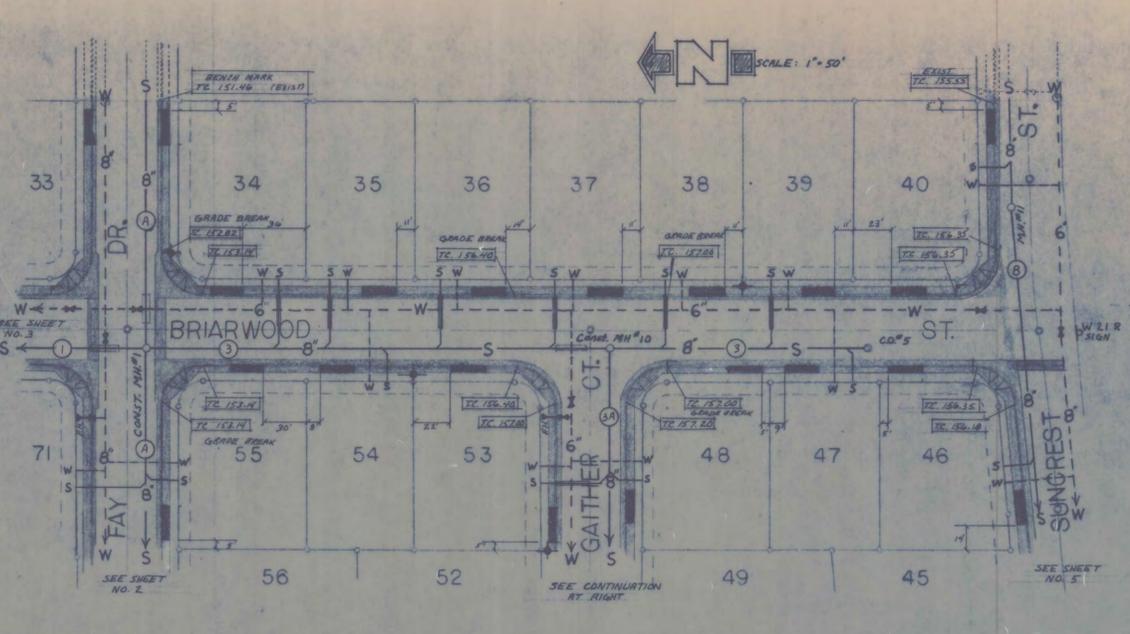
CRESTVIEW ESTATES
UNIT NO. 1
TRACT 77-4
ATWATER
CALIFORNIA

IMPROVEMENT PLAN
LOT GRADING & DRAINAGE

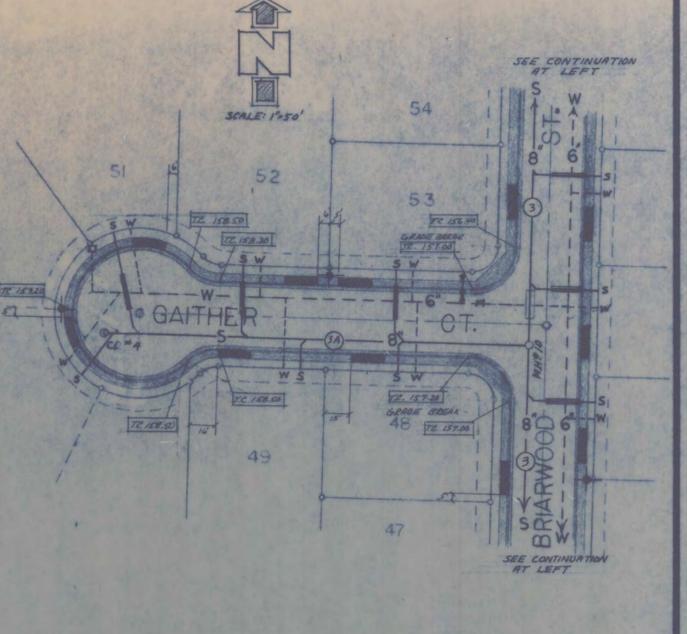
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LATERAL NO. 2

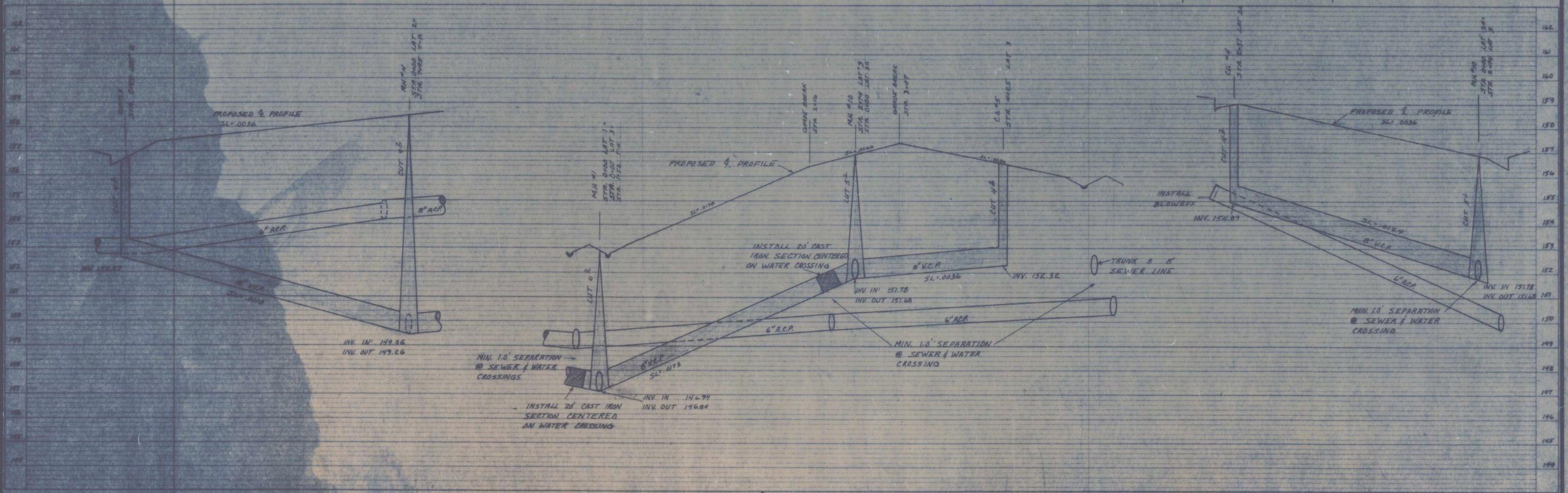


LATERAL NO. 3



LATERAL NO. 3A

FOR REFERENCE ONLY FOR LOCATION OF UTILITY COVERS



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IMPROVEMENT PLAN
LATERAL 2, 3, 3A SEWER
PLAN - PROFILE

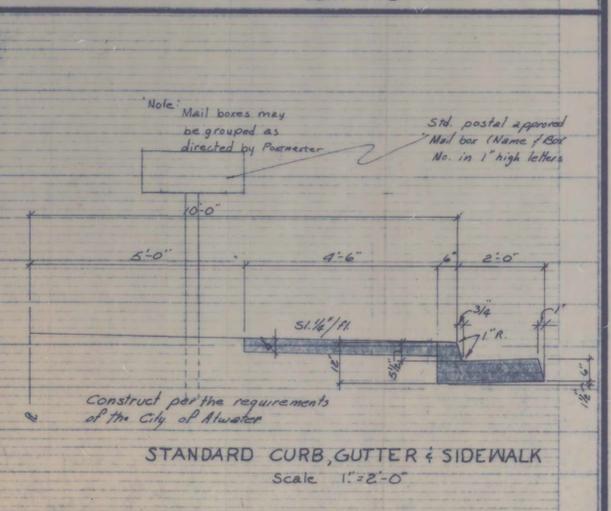
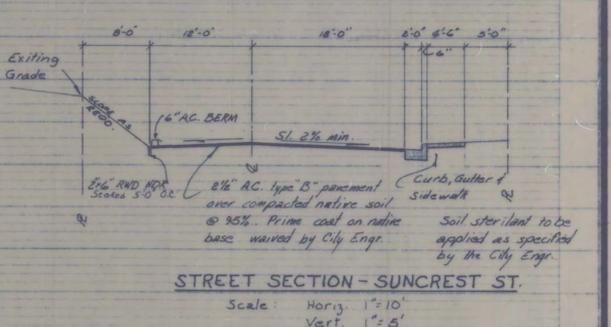
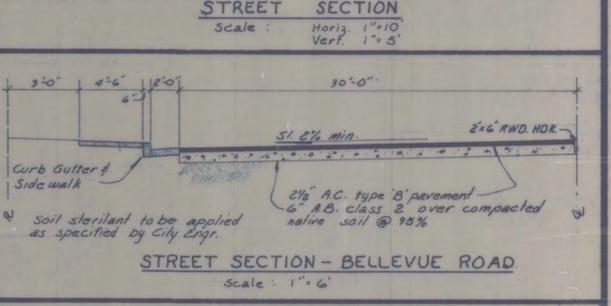
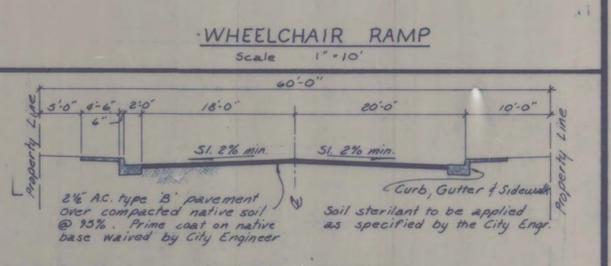
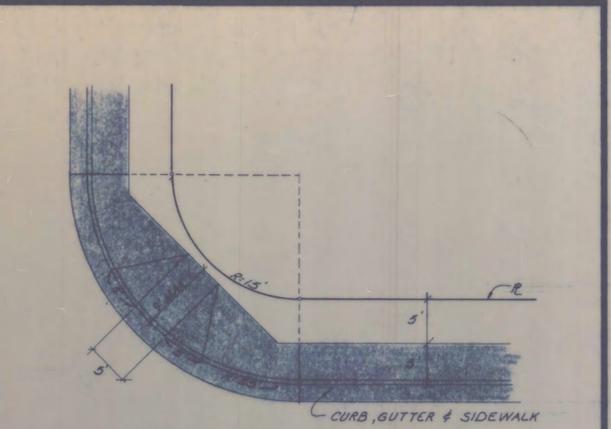
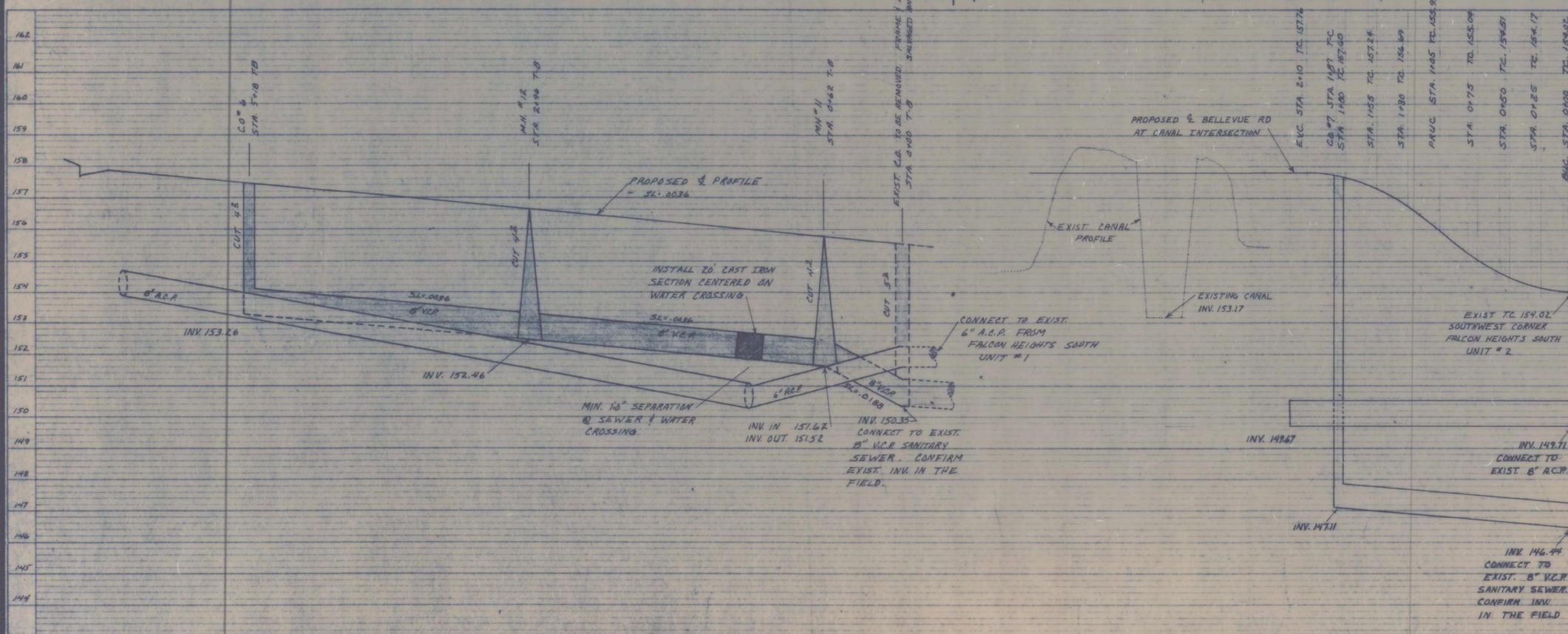
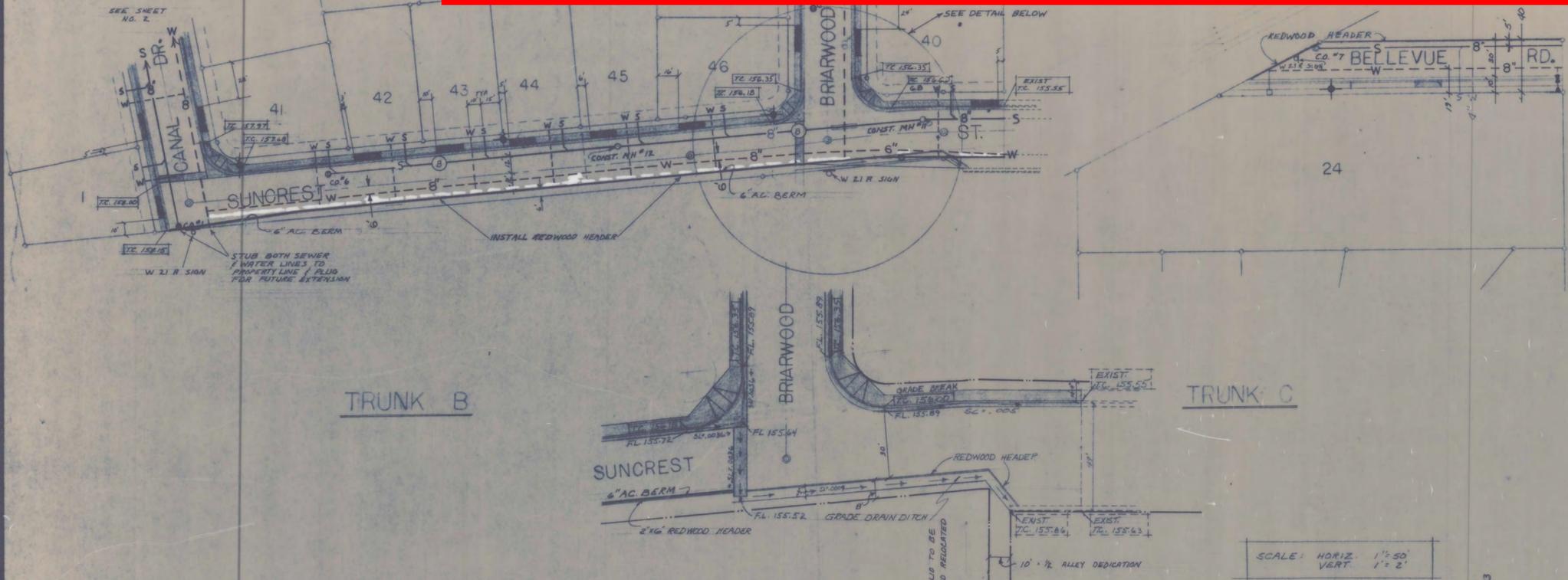
JORGENSEN-TOLLOAY ENGINEERS
ENGINEERS, ARCHITECTS, PLANNERS
ATWATER, CALIFORNIA

CRESTVIEW ESTATES
UNIT NO. 1
TRACT 77-4
ATWATER, CALIFORNIA

DATE 5-2-37
SHEET 1 OF 50

4
P-54

FOR REFERENCE ONLY FOR LOCATION OF UTILITY COVERS



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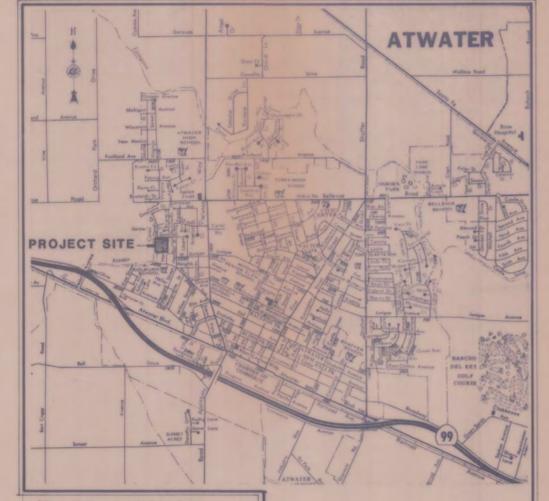
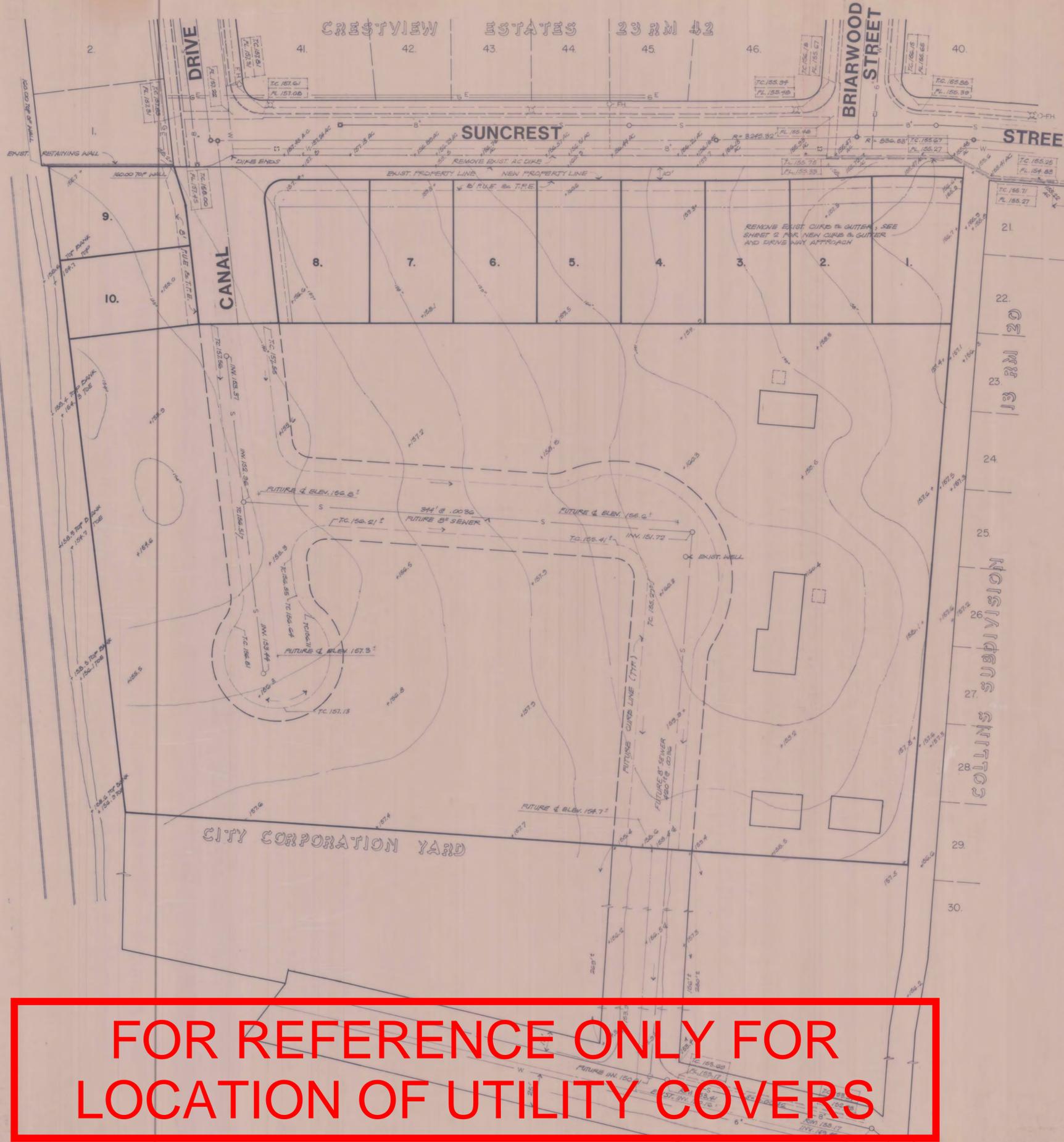
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IMPROVEMENT PLAN
TRUNK "B" & "C" SEWER
PLAN - PROFILE & DETAILS

JORGENSEN-TOLLADY ENGINEERS
ENGINEERS-DRAWERS-PLANNERS

CRESTVIEW ESTATES
UNIT NO. 1
TRACT 77-4
ATWATER, CALIFORNIA

DRAWN BY: S.J. J.R.
CHECKED BY: R. K. K.
DATE: 9-2-77
SCALE: 1"=50'



VICINITY MAP

LEGEND

- S— PROPOSED SANITARY SEWER
- W— PROPOSED WATER (VALVE SHOWN ALSO)
- SD— STORM DRAIN
- S— EXISTING SEWER
- W— EXISTING WATER
- O— MANHOLE
- C— CLEANOUT
- DIP— DUCTILE IRON PIPE PER STATE HEALTH CODE
- BO— BLOW-OFF
- S— SEWER SERVICE
- W— WATER SERVICE
- FH— FIRE HYDRANT RUN WITH 6" BUTTERFLY VALVE
- SL— STREET LIGHT
- SM— SURVEY MONUMENT IN WELL
- +— STREET NAME SIGN
- 4— STOP SIGN
- C— EXISTING CURB AND GUTTER
- >— DIRECTION OF FLOW
- ELEV.— PROPOSED ELEVATION
- ELEV.— EXISTING ELEVATION
- FIN.— FINISH LOT GRADE
- EXIST.— EXISTING ELEVATION
- P.U.E.— PUBLIC UTILITY EASEMENT
- T.P.E.— TREE PLANTING EASEMENT
- ST.— STREET TREES TO BE PLANTED PER CITY STANDARDS
- E.P.— EDGE OF PAVEMENT (EXIST.)
- F— EXISTING FENCES
- P.— EXISTING POWER POLES
- CL— CITY LIMIT LINE
- DR— DRIVEWAY
- AR— ACCESS RAMP
- SL— SETBACK LINE
- GB— GRADE BREAK LINE
- MC— MAILBOX CLUSTER (NUMERAL INDICATES QUANTITY)
- SD— EXISTING STORM DRAIN
- EASE— EASEMENT

CITY STANDARDS

1. D-1 DRIVEWAY APPROACH
2. M-13 SURVEY MONUMENTATION
3. M-16 STREET BARRICADE
4. S-1 SEWER MANHOLE
5. S-2 SEWER LATERALS
6. S-6-8 TESTING REQUIREMENTS
7. S-9 AIR TEST
8. S-10 SEWER DATA
9. SCG-1 CURB AND GUTTER
10. SCG-2 SIDEWALK
11. SCG-3 CROSS GUTTER
12. SCG-4 GENERAL REQUIREMENTS
13. SCG-5 WHEEL CHAIR RAMP
14. ST-1 STREET SECTION
15. T-1 TRENCH EXCAVATION & BACKFILL
16. T-2-3 REQUIREMENTS
17. T-4 TRENCH WIDTH
18. T-5 PIPE BEDDING
19. T-7 UTILITY CROSSING
20. W-1 1" WATER SERVICE
21. W-7-8 TESTING SPECIFICATIONS
22. W-10 BLOWOFF VALVE
23. W-13 PROTECTION OF WATER LINES
24. D-5 GENERAL SPEC.S-DRIVEWAY APPROACH
25. W-4 TYP. THRUST BLOCK DETAILS
26. W-11 TYP. WATER VALVE LOCATIONS

NOTES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OFFICE OF THE CITY ENGINEER AT LEAST TWO WORKING DAYS IN ADVANCE OF BEGINNING ANY NEW PHASE OF WORK.
2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
3. ALL WORK TO BE DONE TO CITY OF ATWATER STANDARDS.
4. WATER SERVICES TO BE LAID IN SEPARATE TRENCH FROM SEWER LATERALS WITH A MINIMUM HORIZONTAL DISTANCE OF 10'-0" BETWEEN.
5. CURB SLOPES ARE CONSTANT BETWEEN INDICATED TOP OF CURB GRADES.
6. SURFACE RUNOFF ON ALL LOTS TO BE FROM REAR TO FRONTS OF LOTS.
7. SITE PREPARATION: REMOVE VEGETATION, DISC TO DEPTH OF 6" MIN., MOISTEN AND COMPACT TO MIN. OF 90% REL. COMPACTION PRIOR TO PLACING FILL. PLACE FILL IN LAYERS NOT TO EXCEED 6" IN THICKNESS, ADJUST TO OPTIMUM MOISTURE CONTENT, AND COMPACT TO 90% OF ASTM D-1557, LATEST REVISION.

BENCHMARK

ATWATER CITY BENCHMARK ELEVATION 154.90
TOP OF CURB WEST END RETURN SOUTH WEST CORNER INTERSECTION HERMAN STREET AND SUNCREST STREET.

APPROVALS

CITY OF ATWATER
BY *Don Westhall* DATE 11-30-83
City Engineer RCE 13457

JORGENSEN-TOLLADAY ENGINEERS
BY *James W. Tolladay* DATE 11-18-83

RECORD DRAWING 8-16-84

FOR REFERENCE ONLY FOR LOCATION OF UTILITY COVERS

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TITLE SHEET
EXISTING TOPO
AND DEMOLITION

JORGENSEN-TOLLADAY ENGINEERS
ENGINEERS DESIGNERS PLANNERS
SUNORA
MERCED
MARIQUITO

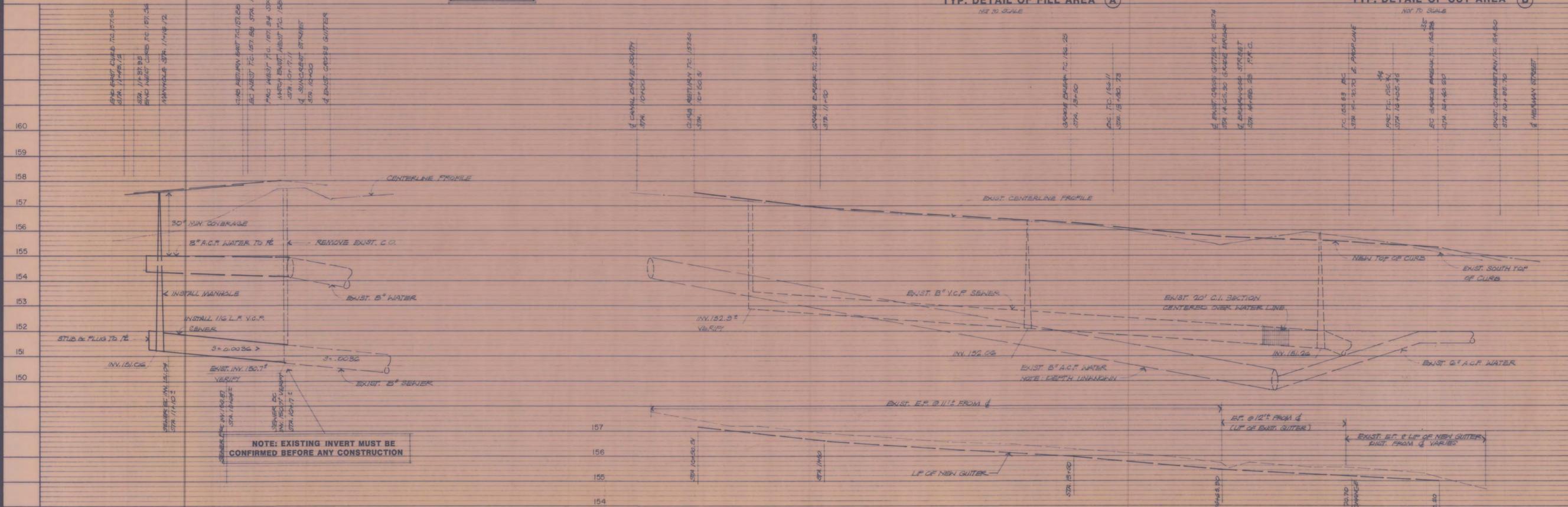
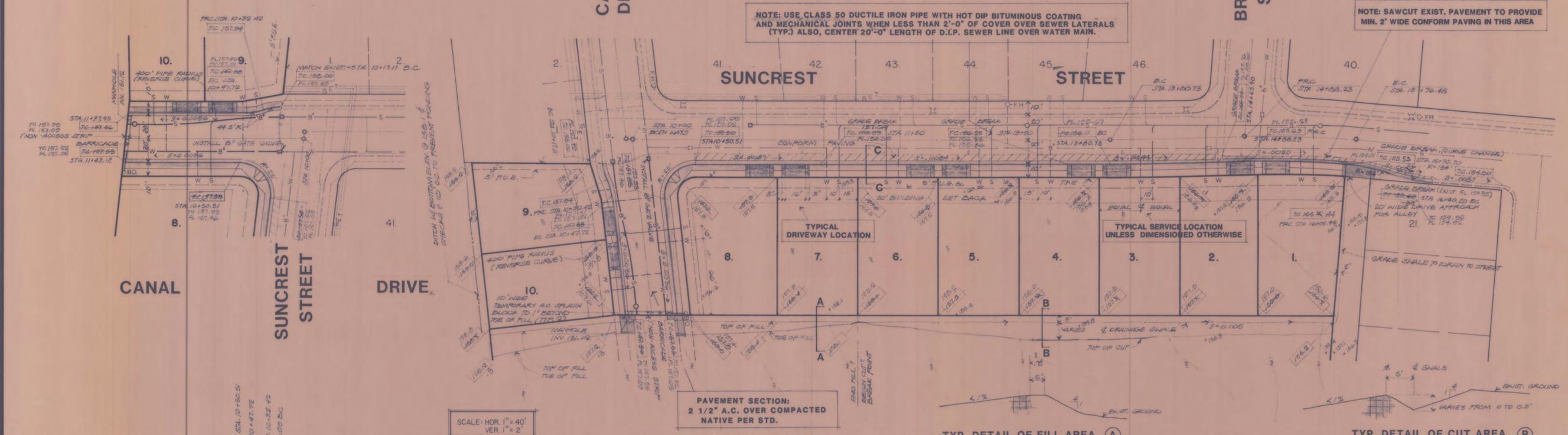


ESAU
SUBDIVISION NO. 1
ATWATER, CALIFORNIA

DATE: SEPTEMBER 1983
SCALE: 1" = 40'

SHEET
1
OF
2

FOR REFERENCE ONLY FOR LOCATION OF UTILITY COVERS



RECORD DRAWING 8-16-84

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NO.	DATE	BY	REVISION
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**PLAN-PROFILE
LOT GRADING**

JORGENSEN-TOLLADAY ENGINEERS
ENGINEERS - DESIGNERS - PLANNERS
118 PARK AVENUE
MERCED, CALIFORNIA 95340
TEL: 409-733-2066
FAX: 409-733-2066



**ESAU
SUBDIVISION NO. 1
ATWATER, CALIFORNIA**

DR BY SALCIDO
CHECKED BY
DATE SEPTEMBER 1983
SCALE 1" = 40'

NO. 616.20
SHEET
2
OF
2



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: March 25, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Interim City Manager
PREPARED BY: Janell Martin, Assistant City Clerk/Records Coordinator
SUBJECT: **Receiving and Filing Development Impact Fee Annual Report for FY 2022-23 and Adopt Resolution Making Five-Year Findings Regarding the Development Impact Fees for Fiscal Years 2017-18 to 2021-22 (Interim City Manager Thompson)**

RECOMMENDED COUNCIL ACTION

Receives and files the annual Development Impact Fee (“DIF”) Report for Fiscal Year (“FY”) 2022-23 and approves Resolution No. 3450-24 Making Five-Year Findings Regarding the DIFs for Fiscal Years 2017-18 to 2021-22.

I. BACKGROUND/ANALYSIS:

BACKGROUND:

In March 2003, the City of Atwater (“City”) adopted a Public Facility Development Impact Fee Study which demonstrated the nexus between new development and the need for public facilities (“2003 Nexus Study”). This study was conducted in accordance with the Mitigation Fee Act, Government Code Section 66000 et seq. (the “Act”), which governs the establishment and administration of DIFs collected on new development projects to fund public facilities needed to accommodate the growth due to the new development. DIFs must be separately accounted for and used for the specific purpose for which the fee was imposed.

The City of Atwater collects DIF for the following purposes:

- Water facilities
- Wastewater facilities
- Transportation facilities
- Parks and recreation improvements
- Public safety facilities
- Fire protection facilities
- General government capital facilities

In compliance with the requirements of California Assembly Bill 1600 (adopted in 1987) (“AB 1600”), the City has completed this annual report regarding the collection, compliance, and use of DIFs in FY 2022-23. The annual report must include the following information for each DIF:

- Description of the fee type;
- Amount of the fee;
- Beginning and ending balance of the account/fund;
- Amount of fees collected during the fiscal year;
- Interest earned during the fiscal year;
- Identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- An approximate date by which the construction of the public improvement will commence, provided that the City has determined that sufficient funds have been collected to complete financing on an incomplete public improvement;
- A description of each interfund transfer or loan made from the account/fund, the date when the loan will be repaid, and the rate of interest that the account/fund will receive the loan; and
- The amount of refunds made pursuant to Section 66001 of the Government Code.

Findings for Five-Year DIF Report

The City is also required by Government Code Section 66001(d) to adopt, by resolution, certain findings for funds remaining in the DIF accounts every fifth fiscal year following the first deposit into each public improvement account or fund, and every five years thereafter. On January 22, 2024, the City Council received and filed the Five Year DIF Report for Fiscal Years 2017-18 to 2021-22. Staff recommends the City Council approve the Resolution making five-year findings regarding the DIFs for Fiscal Years 2017-18 to 2021-22.

ANALYSIS:

The City’s consultant, RSG, analyzed financial reports for each of the funds for which DIFs are collected or expended, and prepared this annual report for FY 2022-23. The annual report includes all the reporting requirements specified in Government Code section 66001.

II. FISCAL IMPACTS:

There is no fiscal impact related to the filing of the report.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney’s Office.

IV. EXISTING POLICY:

This item is consistent with goal numbers one (1) and two (2) of the City's Strategic Plan: to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all respective departments.

VII. PUBLIC PARTICIPATION:

GC Section 66006(b)(2) requires that the "local agency shall review the report not less than 15 days after the report is made available to the public." The public will have an opportunity to provide comments on this item up to and including during the City Council meeting when the item is considered.

VIII. ENVIRONMENTAL REVIEW:

This Resolution is not a project and is exempt from the California Environmental Quality Act (CEQA) pursuant to section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, directly or indirectly. This Resolution is also exempt from CEQA pursuant to 15378(b)(4) of the CEQA Guidelines, because it involves governmental fiscal activities which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

IX. STEPS FOLLOWING APPROVAL:

The City will take the following steps:

- Complete the AB 1600 reports on an annual basis, in accordance with the timeline stipulated by the law.
- Complete the five-year AB 1600 report, every five years, in accordance with the timeline stipulated by the law.
- In conjunction with the adoption of the annual Capital Improvement Plan ("CIP"), identify the status of each CIP project.

Submitted and Approved by:



Greg Thompson, Deputy City Manager

Attachments:

1. 3450-24 Making Five-Year Findings re Five-Year Development Impact Fee Report-2017-18 to 2021-22
2. Atwater Fiscal Year 22-23 DIF Report-c1



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. 3450-24

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ATWATER MAKING FIVE-YEAR
FINDINGS REGARDING THE DEVELOPMENT
IMPACT FEES FOR FISCAL YEARS 2017-18
TO 2021-22 AND FINDING THE ACTION
EXEMPT FROM CEQA**

WHEREAS, the Mitigation Fee Act, Government Code Section 66000 et seq. authorizes the City of Atwater (“City”) to impose, collect, and expend mitigation fees to offset the impacts of development within the City; and

WHEREAS, in March 2003, the City Council adopted a Public Facility Development Impact Fee Study, which demonstrated the nexus between new development and the need for public facilities; and

WHEREAS, Government Code Section 66001(d)(1) requires the City to make certain findings every fifth fiscal year following the first deposit of development impact fees (“DIFs”) into the account or fund, and every five years thereafter, regarding any unexpended funds remaining; and

WHEREAS, the City has made available to the public the five-year report for Fiscal Years 2017-18 to 2021-22 required by Government Code Section 66001 with respect to the development impact fees (“Five Year Report”); and

WHEREAS, California Government Code Section 66001(d)(2) requires that the City review the information made available to the public at a regularly scheduled public meeting not less than 15 days after the information is made available to the public; and

WHEREAS, the Five Year Report was reviewed, received and filed by the City Council on January 22, 2024; and

WHEREAS, the City wishes to adopt findings related to the Five Year Report as required by the Mitigation Fee Act; and

NOW, THEREFORE, the City Council of the City of Atwater hereby finds, determines, and resolves as follows:

1. The foregoing recitals and determinations are true and correct and are incorporated herein by reference.

2. The City Council has considered the full record before it, which may include, but is not limited to, such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it.

3. The City Council, at a public meeting, has reviewed the following information pursuant to California Government Code Section 66001(d)(1), and finds that the Five Year Report makes findings for unexpended funds, and:

- a. Identifies the purpose for which the DIFs are to be put;
- b. Demonstrates a reasonable relationship between the DIFs and the purpose for which they are charged;
- c. Identifies all sources and amounts of funding anticipated to complete financing for incomplete improvements; and,
- d. Designates the approximate dates on which the anticipated funding is expected to be deposited into the appropriate account or fund for incomplete improvements.

4. The City Council hereby determines that all reportable fees, collections, and expenditures have been received, deposited, invested, and expended in compliance with the relevant sections of the California Government Code and all other applicable laws for the fiscal years identified in the Five-Year Report.

5. The City Council hereby determines that no refunds or allocation of reportable fees, as described by California Government Code Section 66001, are required or deemed payable at this time.

6. This Resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under the California Code of Regulations, title 14, section 15378(b)(4), that this Resolution is exempt from the requirements of CEQA because it involves governmental fiscal activities, which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

The foregoing resolution is hereby adopted this 25th day of March 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

**FISCAL YEAR 2022-23 DEVELOPMENT IMPACT
FEE REPORT**

City of Atwater



Revised March 8, 2024

BACKGROUND

In accordance with the Mitigation Fee Act (California Government Code Section 66000), the City of Atwater (“City”) adopted a Public Facility Development Impact Fee Study in March 2003 that demonstrated the nexus between new development and the need for public facilities (“2003 Nexus Study”). The Mitigation Fee Act requires that the City prepare an annual review of all development impact fees and make available to the public a report on the fees after the end of each fiscal year. The City is also required to adopt by resolution certain findings for any fund accounts that contain unexpended funds as of the fifth fiscal year following the first deposit into those funds (Government Code Section 66001 (d)).

Each year, the City prepares a capital improvement plan (“CIP”) that details a schedule of improvements necessary to accommodate the projected population growth generated by new development. The CIP also classifies the intended use of each of the development impact fees (“DIF”) and allocates revenue from DIF for their intended capital projects.

In compliance with the requirements of California Assembly Bill 1600 (adopted in 1987) (“AB 1600”), the City has completed this annual report regarding the collection, compliance, and use of DIF. This report includes the following information for each DIF:

- Description of the fee type;
- Amount of the fee;
- Beginning and ending balance of the account/fund;
- Amount of fees collected during the fiscal year;
- Interest earned during the fiscal year;
- Identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- An approximate date by which the construction of the public improvement will commence, provided that the City has determined that sufficient funds have been collected to complete financing on an incomplete public improvement;
- A description of each interfund transfer or loan made from the account/fund, the date when the loan will be repaid, and the rate of interest that the account/fund will receive the loan; and
- The amount of refunds made pursuant to Section 66001 of the Government Code.

In the City of Atwater, DIF are collected for the following purposes:

- Water facilities;
- Wastewater facilities;
- Transportation facilities;
- Parks and recreation improvements;
- Public safety facilities;
- Fire protection facilities; and
- General government capital facilities.

Table 1 summarizes all DIF funds' beginning and ending balances, revenues, and expenditures for Fiscal Year ("FY") 2022-23.

Table 1: FY 2022-23 Summary of Development Impact Fees				
Development Impact Fee	Adjusted Beginning Fund Balance	DIF Revenues	DIF Expenditures	Adjusted Ending Fund Balance
Water Facilities	\$ 3,195,284	\$ 101,409	\$ -	\$ 3,296,693
Wastewater Facilities	7,788,978	79,062	-	7,868,040
Transportation Facilities	1,602,179	26,946	-	1,629,125
Parks & Recreation Improvements	2,002,528	87,166	(611,952)	1,477,742
Public Safety Facilities	257,679	7,420	-	265,099
Fire Protection Facilities	249,929	9,197	-	259,126
General Government Capital Facilities	269,087	7,854	-	276,941
Total	\$ 15,365,664	\$ 319,054	\$ (611,952)	\$ 15,072,766
<i>Note that the numbers in this table and others throughout the report may not add up exactly to the totals provided due to rounding.</i>				

The Adjusted Fund Balances in Table 1 reflect only the qualifying revenues and expenditures in the DIF funds in FY 2022-23.

WATER SERVICE FACILITIES

Capital facility improvements for water services are funded with DIF collected for new development. Water service facilities fees are used to fund major water supply, transmission, and storage facilities. Construction or acquisition of these capital improvements allow the City to maintain the level of service provided to residents and employees prior to the new development.

According to the 2003 Nexus Study, the fee for tapping into the City water system is a flat fee of \$400.00 plus the fees identified in Tables 2, 3, and 4. The fees collected for these purposes are deposited into the Water and Maintenance Fund. Table 2 shows the fees for regular service.

Table 2: Water System - Regular Service	Fee
Residential Estate (VL Density)	\$2,989 / unit
Detached Single Family Residential (L Density)	\$2,689 / unit
Medium / High Density Residential	\$1,257 / unit
Residential Transition	\$1,257 / unit
Commercial & Commercial Transition	\$3,135 + connection fee / meter size
Business Park	\$3,150 + connection fee / meter size
Manufacturing	\$3,430 + connection fee / meter size
Institutional	\$3,991 + connection fee / meter size
Schools & County Government	\$1,473 + connection fee / meter size
Private Recreation	\$3,388 + connection fee / meter size

Table 3 shows the additional fees for non-residential uses, which are based on meter size.

Table 3: Non-Residential Use Fee Per Meter Size		
Meter Size	Flow Rate	Fee / Meter Size
Basic 5/8 X 3/4"	20 gpm	\$500
3/4"	30 gpm	\$750
1"	50 gpm	\$1,250
1.5"	100 gpm	\$2,500
2"	160 gpm	\$4,000
3"	300 gpm	\$7,500
4"	500 gpm	\$12,500
6"	1,200 gpm	\$30,000
8"	2,000 gpm	\$50,000

Table 4 shows the fees for non-residential uses for fire service, based on meter size.

Table 4: Non-Residential Use Fees for Fire Service		
Meter Size	Flow Rate	Fee / Meter Size
4"	1,000 gpm	\$1,500
6"	2,000 gpm	\$3,000
8"	3,500 gpm	\$5,150
10"	5,600 gpm	\$8,250

Table 5 summarizes changes in fund balance and qualifying DIF revenues and expenditures for the water services facilities DIF fund in FY 2022-23.

Table 5: FY 2022-23 Water Facilities Development	
Beginning Balance	\$ 3,195,284
Revenues	
<u>Fund 6004: Water Well-Buhach Colony</u>	
Facility Fee	-
Interest Earned	921
<u>Fund 6005: Water Capital Impact Fees</u>	
Water Connection Fees	7,600
Capacity Fee	79,765
Interest Earned	13,123
Total Revenue	\$ 101,409
Expenditures	
<u>Fund 6004: Water Well-Buhach Colony</u>	
<u>Fund 6005: Water Capital Impact Fees</u>	
Total Expenditures	\$ -
Ending Balance	\$ 3,296,693

Table 6 summarizes FY 2022-23 DIF expenditures, as well as project completion and the percentage of the project cost funded with DIF funds through FY 2022-23.

Table 6: Capital Improvement Facilities Expenditures			
	FY 22-23		% Funded With
	Expenditures	% Complete	Fee
One New Well ¹	\$ -	5%	0%
Two Reservoirs at 1.5 MG Each	-	0%	0%
Total	\$ -		

All figures in this table are as of August 2023.

¹The City purchased property for the well in FY 2022-23 and completed an initial environmental study. The property was not purchased with DIF funds.

WASTEWATER FACILITIES

Wastewater facilities fees are used to fund improvements to the wastewater treatment plant to increase capacity to maintain the level of service after the addition of new residents. The fees collected for this purpose are deposited into the Sewer and Maintenance Fund. According to the 2003 Nexus Study, the fee for tapping into the City sewer system is a flat fee of \$400.00 plus the fees outlined in Table 7.

Table 7: Wastewater Facilities Fees	
Residential	
Single Family Residential (VL and L Density)	\$3,667
Mobile Homes	\$3,312
Med / High Density Residential	\$3,312
Commercial	
For the First 1,000 sq ft building area	\$1,576
Per 1,000 sq ft thereafter	\$1,288
Laundry Facilities, Car Washes / 1,000 sq ft	\$1,576 + \$1,000 / machine
Mortuaries / 1,000 sq ft	\$1,576
Recreational Vehicle / pad	\$1,576
Restaurants and Coffee Shops / 1,000 sq ft	\$1,576
Bars and Beauty Parlors / 1,000 sq ft	\$1,576
Institutional	
Hospitals / 1,000 sq ft	\$1,576
Convalescent hospitals and rest homes / 1,000 sq ft	\$1,576
Schools / 1,000 sq ft	\$1,576
Churches / 1,000 sq ft (excluding sanctuary)	\$1,576
Industrial	
Connection charges for industrial classifications to be individually determined from discharge characteristics.	
Miscellaneous	
Miscellaneous City users (bakeries, etc.)	\$576
Government facilities equivalent to residential unit	\$3,667

Table 8 summarizes changes in fund balance and qualifying DIF revenues and expenditures for the wastewater facilities DIF fund in FY 2022-23.

Table 8: FY 2022-23 Wastewater Facilities Development Impact Fee	
Beginning Balance	\$ 7,788,978
Revenues	
<u>Fund 6011: Sewer Fund Capital Replacement</u>	
Sewer Connection Fees	6,000

Capacity Fee	52,236
Sewer WWTP Expansion	2,320
Interest Earned	18,506
Total Revenue	\$ 79,062

Expenditures

Fund 6011: Sewer Fund Capital Replacement

Total Expenditures	\$ -
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Ending Balance **\$ 7,868,040**

*Table 8 only reports on the allowable DIF revenues and expenditures that occurred in the fund.

Table 9 summarizes FY 2022-23 DIF expenditures, as well as project completion and the percentage of the project cost funded with DIF funds through FY 2022-23.

Table 9: Capital Improvement Facilities Expenditures

	FY 22-23 Expenditures	% Complete	% Funded With Fee
3.5 MGD Additional Capacity	\$ -	0%	0%
Tertiary Filter to Existing Facility ¹	-	100%	100%
Total	\$ -		

All figures in this table are as of August 2023.

¹ The tertiary filter was completed using DIF funds. The 2003 Nexus Study estimated that the filter would cost \$567,000, however the City expended approximately \$3.6 million in Fiscal Years 11-12 to 16-17. The discrepancy is due to the increased costs of development since the 2003 estimates were prepared.

TRANSPORTATION FACILITIES

Transportation facility improvements, including roadway facilities and traffic signals, are funded with DIF collected for new development. Construction or acquisition of these capital improvements allow the City to maintain the level of service provided to residents and employees prior to the new development.

According to the 2003 Nexus Study, the fees for transportation facilities are as shown in Table 10.

Detached Single Family Residential (L Density)	\$226 / acre / \$57 / unit
Medium / High Density Residential	\$599 / acre / \$35 / unit
Commercial	\$312 / acre
Business Park & Industrial	\$226 / acre

Table 11 summarizes changes in fund balance and qualifying DIF revenues and expenditures for the transportation facilities DIF fund in FY 2022-23.

Beginning Balance	\$ 1,602,179
Revenues	
<u>Fund 1015: Traffic Circulation Fund</u>	
Traffic Circulation Tax	15,059
Avenue One Traffic Signal	1,486
Signal at Comm/Applegate	1,699
Interest Earned	7,422
Traffic Signals & Opticons	1,280
Total Revenue	\$ 26,946
Expenditures	
<u>Fund 1015: Traffic Circulation Fund</u>	
Total Expenditures	\$ -
Ending Balance	\$ 1,629,125

Table 12 summarizes FY 2022-23 DIF expenditures, as well as project completion and the percentage of the project cost funded with DIF funds through FY 2022-23.

Table 12: Capital Improvement Expenditures

	FY 22-23		% Funded
	Expenditures	% Complete	With Fee
Bellevue Road Widening	\$ -	0%	0%
Buhach Road Widening ¹	-	100%	40%
Bellevue Road Raised Median	-	0%	0%
Avenue One & Avenue Two	-	50%	0%
Bell Drive	-	50%	0%
Commerce Avenue	-	25%	0%
Traffic Signals and Opticons	-	80%	0%
Total	\$ -		

All figures in this table are as of August 2023.

¹To date, the City has expended approximately \$230,500 in transportation DIF funds to assist with the Buhach Road widening identified in the 2003 Nexus Study. This is less than the cost of the project; the remainder was funded by a developer as a condition of development. Progress has also been made by developers as a condition of development on Avenue One and Two, Bell Drive, Commerce Ave, and the traffic signals. Thus, DIF funds have not yet been utilized on those projects.

PARKS AND RECREATION FACILITIES

Citywide parks and recreation facilities are funded with DIF collected for new development. According to the 2003 Nexus Study, the fees for parks and recreation facilities are as outlined in Table 13.

Detached Single Family Residential (L Density)	\$2,382 / unit
Medium / High Density Residential	\$1,998 / unit

Table 14 summarizes changes in fund balance and qualifying DIF revenues and expenditures for parks and recreation improvements in FY 2022-23.

Beginning Balance	\$	2,002,528
Revenues		
<u>Fund 1020: Parks and Recreation Fund</u>		
Parks and Recreation Facility Tax		13,640
Parks Capital Improvement Tax		5,456
Youth Center Facility Tax		7,106
Osborn Park Renovation		49,224
Interest Earned		11,740
Total Revenues	\$	87,166
Expenditures		
<u>Fund 1020: Parks and Recreation Fund</u>		
Osborn Park Renovation	\$	(611,952)
Total Expenditures	\$	(611,952)
Ending Balance	\$	1,477,742

Table 15 summarizes FY 2022-23 DIF expenditures, as well as project completion and the percentage of the project cost funded with DIF funds through FY 2022-23.

	FY 22-23 Expenditures	% Complete	% Funded With Fee
Additional 96 Acres of Parkland	\$ -	0%	0%

96 Acre Parkland Improvements	611,952		50%	30%
Additional Youth Center		-	0%	0%
Total	\$ 611,952			

All figures in this table are as of August 2023.

PUBLIC SAFETY FACILITIES

The impact fees for public safety were calculated in 1995 and remained unchanged with the adoption of the 2003 Nexus Study. The 1995 study identified vehicles, equipment, station furniture, electronics, and other equipment as police improvements. Acquisition of these capital improvements allow the City to maintain the level of service provided to residents and employees prior to new development.

According to the 2003 Nexus Study, the fees for police facilities are as shown in Table 16.

Table 16: Police Fees	
Very Low Density Residential	\$401 / unit
Low Density Residential	\$401 / unit
Multi-Family Residential	\$46 / unit
Commercial	\$800 / acre
Business Park	\$569 / acre
Industrial	\$664 / acre
Institutional	\$796 / acre

Table 17 summarizes changes in fund balance and qualifying DIF revenues and expenditures for public safety facilities in FY 2022-23.

Table 17: FY 2022-23 Public Safety Facilities Development Impact Fee	
Beginning Balance	\$ 257,679
Revenues	
<u>Fund 1091: Police Facility Impact Fee</u>	
Police Public Facility Fee	6,072
Interest Earned	1,349
Total Revenue	\$ 7,420
Expenditures	
<u>Fund 1091: Police Facility Impact Fee</u>	
Total Expenditures	\$ -
Ending Balance	\$ 265,099

Table 18 summarizes FY 2022-23 DIF expenditures, as well as project completion and the percentage of the project cost funded with DIF funds through FY 2022-23.

Table 18: Capital Improvement Expenditures

	FY 22-23 Expenditures	% Complete	% Funded With Fee
Police building, vehicles, and equipment ¹	\$ -	50%	46%
Total	\$ -		

All figures in this table are as of August 2023.

¹The 2003 Nexus Study provides a broad description of the allowable uses of public safety DIF funds. Therefore, the Justification of Building and Equipment Costs schedule from the 1995 resolution was utilized to determine the spending goal for public safety facilities improvements. Since 2006, the City has expended DIF funds on the development of a police substation, communications systems, and other public safety related equipment, all of which are allowable uses of public safety DIF funds pursuant to the 2003 Nexus Study's description. To date, the City has expended approximately \$895,000 of the total \$1.9 million spending goal outlined in the 1995 schedule (or 46% as shown in Table 18).

Table 18: Capital Improvement Expenditures

	FY 22-23 Expenditures	% Complete	% Funded With Fee
Police building, vehicles, and equipment	\$ -	50%	46%
Total	\$ -		

All figures in this table are as of August 2023.

¹The 2003 Nexus Study provides a broad description of the allowable uses of public safety DIF funds. It also defers to the 1995 City resolution regarding public facilities improvement fees for its justification of public safety DIF rates. Therefore, RSG utilizes the Justification of Building and Equipment Costs schedule from the 1995 resolution to determine the spending goal for public safety facilities improvements. Since 2006, the City has expended DIF funds on the development of a police substation, communications systems, and other public safety related equipment, all of which are allowable uses of public safety DIF funds pursuant to the 2003 Nexus Study's description. To date, the City has expended approximately \$895,000 of the total \$1.9 million spending goal outlined in the 1995 schedule (or 46% as shown in Table 18).

FIRE PROTECTION FACILITIES

Improvement of fire protection facilities and the purchase of related equipment are funded with DIF collected for new development. The impact fees for fire protection facilities were calculated in 1995 and remained unchanged with the adoption of the 2003 Nexus Study. The 1995 study identified vehicles, equipment, station furniture, training materials, and other equipment as fire facility improvements. Acquisition of these capital improvements allows the City to maintain the level of service provided to residents and employees prior to the new development.

According to the 2003 Nexus Study, the fees for police facilities are as shown in Table 19.

Very Low Density Residential	\$520 / unit
Low Density Residential	\$520 / unit
Multi-Family Residential	\$59 / unit
Commercial	\$1,038 / acre
Business Park	\$738 / acre
Industrial	\$860 / acre
Institutional	\$1,032 / acre

Table 20 summarizes changes in fund balance and qualifying DIF revenues and expenditures for fire protection facilities in FY 2022-23.

Revenues

Fund 1093: Fire Facility Impact Fee

Fire Facility Impact Fee	7,875
Interest Earned	1,322
Total Revenue	\$ 9,197

Expenditures

Fund 1093: Fire Facility Impact Fee

Total Expenditures	\$ -
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Ending Balance	\$ 259,126
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*Table 20 only reports on the allowable DIF revenues and expenditures that occurred in the fund.

Table 21 summarizes FY 2022-23 DIF expenditures, as well as project completion and the percentage of the project cost funded with DIF funds through FY 2022-23.

Table 21: Capital Improvement Expenditures

	FY 22-23 Expenditures	% Complete	% Funded With Fee
Fire Station, vehicles, and equipment ¹	\$ -	50%	57%
Total	\$ -		

All figures in this table are as of August 2023.

¹The 2003 Nexus Study provides a broad description of the allowable uses of fire protection DIF funds. Therefore, the Justification of Building and Equipment Costs schedule from the 1995 resolution was utilized to determine the spending goal for public safety facilities improvements. Since 2006, the City has expended DIF funds on the development of a fire station and truck, which are allowable uses of fire protection DIF funds pursuant to the 2003 Nexus Study's description. To date, the City has expended approximately \$2.2 million of the total \$3.9 million spending goal outlined in the 1995 schedule (or 57% as shown in Table 21).

GENERAL GOVERNMENT CAPITAL FACILITIES

Facilities related to the general administration and management of the City are funded with DIF collected for new development. Construction or acquisition of these capital improvements allow the City to maintain the level of service provided to residents and employees prior to the new development.

According to the 2003 Nexus Study, the fees for general government capital facilities are as shown in Table 22.

Single Family Residential	\$378.76 / unit
Medium / High Density Residential	\$316.54 / unit
Non-Residential Land Use	\$949 / acre

Table 23 summarizes changes in fund balance and qualifying DIF revenues and expenditures for general government capital facilities in FY 2022-23.

Development Impact Fee	
Beginning Balance	\$ 249,929
Revenues	
<u>Fund 1095: Government Building Facility</u>	
Government Building Facility Tax	6,482
Interest Earned	1,372
Total Revenue	\$ 7,854
Expenditures	
<u>Fund 1095: Government Building Facility</u>	
Total Expenditures	\$ -
Ending Balance	\$ 257,783

Table 24 summarizes FY 2022-23 DIF expenditures, as well as project completion and the percentage of the project cost funded with DIF funds through FY 2022-23.

	FY 22-23 Expenditures	% Complete	% Funded With Fee
Administration Building	\$ -	0%	0%
Second Wing Addition to City Hall	-	0%	0%
Total	\$ -		

All figures in this table are as of August 2023.

The City did not collect sufficient funding to complete financing on an incomplete public improvement.

There were no interfund transfers or loans made from a DIF account/fund.

There were no refunds made pursuant to Section 66001 of the Government Code.



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

Mike Nelson, Mayor
Danny Ambriz Tyler Button
John Cale Brian Raymond

MEETING DATE: March 25, 2024
TO: Mayor and City Council
FROM: Greg Thompson, Interim City Manager
PREPARED BY: Kayla Rashad, Administrative Assistant
SUBJECT: **Adoption of an Ordinance Approving Zone Change No. 23-22-0300 changing the Zoning Designation from Planned Development (PD-14) to General Commercial (C-G) for the Property Located at APN: 150-190-036 (Interim City Manager Thompson)**

RECOMMENDED COUNCIL ACTION

Adoption of Ordinance No. CS 1067 approving Zone Change No. 23-22-0300 for a parcel located on the north side of Bellevue Road approximately 0.15 miles west of Redwood Avenue (APN: 150-190-036).

I. BACKGROUND/ANALYSIS:

The first reading of Ordinance No. CS 1067 was at the Regular City Council meeting of March 11, 2024.

The proposed Project consists of a Zone Change that has been submitted to the City of Atwater. The Project requests authorization to change the zoning district for APN 150-190-036 from Planned Development (PD-14) to General Commercial (C-G) District.

The applicants proposed zone change is to facilitate the development of a Drive-Thru coffee shop and required other entitlements including a Tentative Map and Site Plan Review. The proposed project was presented to the Planning Commission on February 21, 2024 requiring their approval of the tentative parcel map and site plan. While the zone change for the project was also reviewed by the Planning Commission, the final approval of any zone change would belong to the City Council. At the meeting on February 21, 2024, the Planning Commission did make a recommendation to approve the zone change to the City Council. Two readings of the zone change are required with the second reading expected to be heard on March 25, 2024. Approval of the Site Plan and Tentative Parcel map are not required of the City Council.

The site plan for the proposed Project includes a 949 square foot building which will be

utilized as a drive-thru coffee shop. The design of the building includes a small covered walk-up service area but will not include any floor area for indoor seating.

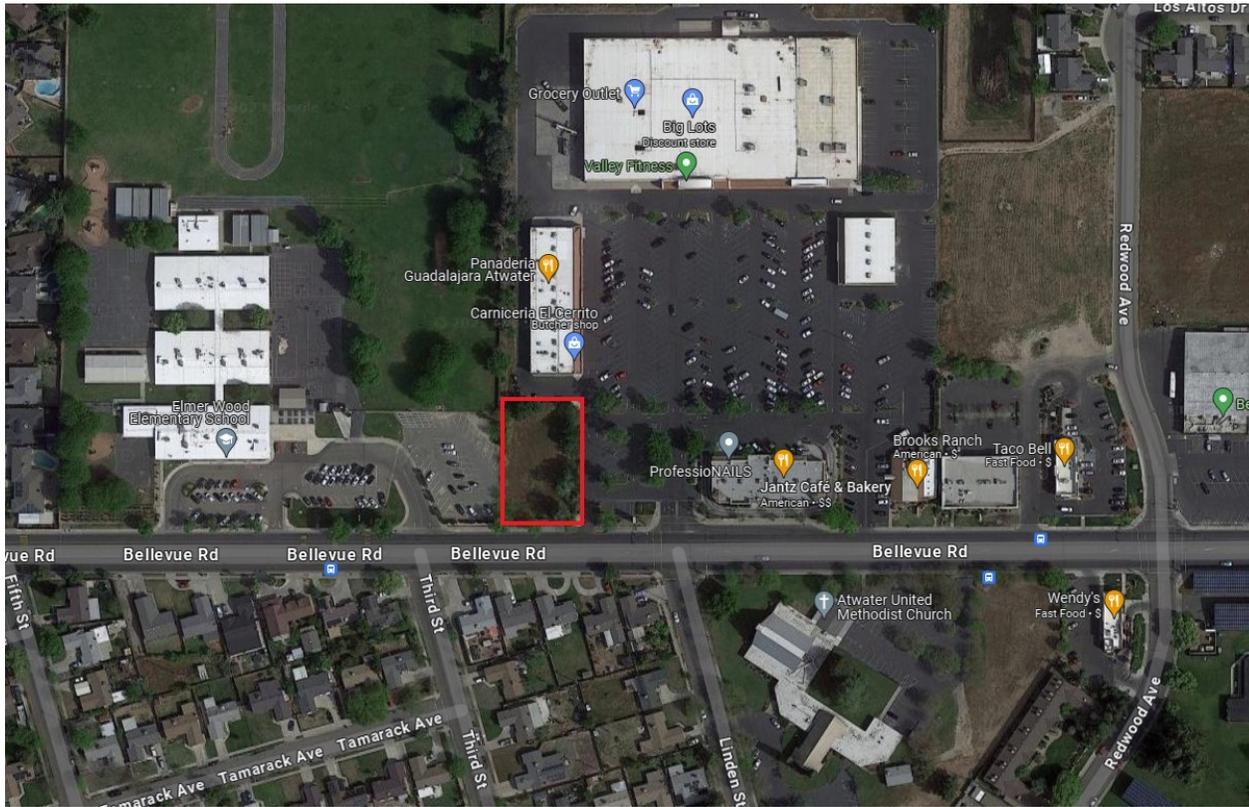
The site plan also includes the construction of dual drive aisles, concrete curbs and sidewalks, a masonry trash enclosure, landscaping, a 12'x40' designated loading space and twelve (12) parking stalls. The Atwater Municipal Code requires that one parking space for every 35 square feet of floor space be provided within commercially zoned districts. However, the proposed drive-thru coffee shop will not have any indoor seating and minimal outdoor shade cover of approximately 240 square feet. While the code is not specific to parking requirements for outdoor shaded areas or walk-up service windows, staff believes the twelve (12) parking spaces being provided are sufficient for the proposed operation.

The site plan has undergone site plan review at the staff level to ensure it complied with all standards for setbacks, parking, landscaping, and all other requirements defined in the Atwater Zoning Ordinance and any other applicable standards. The proposed building design will include a stucco finish with blue and grey colors and stone façade and stone pillars. An additional review of the architectural design will be completed during the building permit process.

1. **ANALYSIS:**

Site Location: The subject property is on the north side of Bellevue Road approximately 0.15 miles west of Redwood Avenue (refer to Figure 1) and is identified by Merced County as APN 150-190-036. The current site is used as an active detention basin for the existing commercial development immediately north and east of the subject property. Detention for the existing development and the proposed coffee shop will be required to be replaced at a one-to-one ratio. The existing commercial center was approved by the Planning Commission as a Master Plan and was specific to square footage and parking numbers as required under the Atwater Municipal Code. Because of this, any changes to the commercial center would normally require reconsideration by the Planning Commission to be approved. However, the developer for the project is proposing the development of an underground detention system which will fully replace the existing basin at a one-to-one ratio as required. The proposed underground detention system will be built under the existing commercial center site, outside of the proposed parcel and will temporarily affect parking while under construction. No structures will be affected by the proposed detention system and all parking will be fully replaced to its original condition or better by the developer.

Figure 1

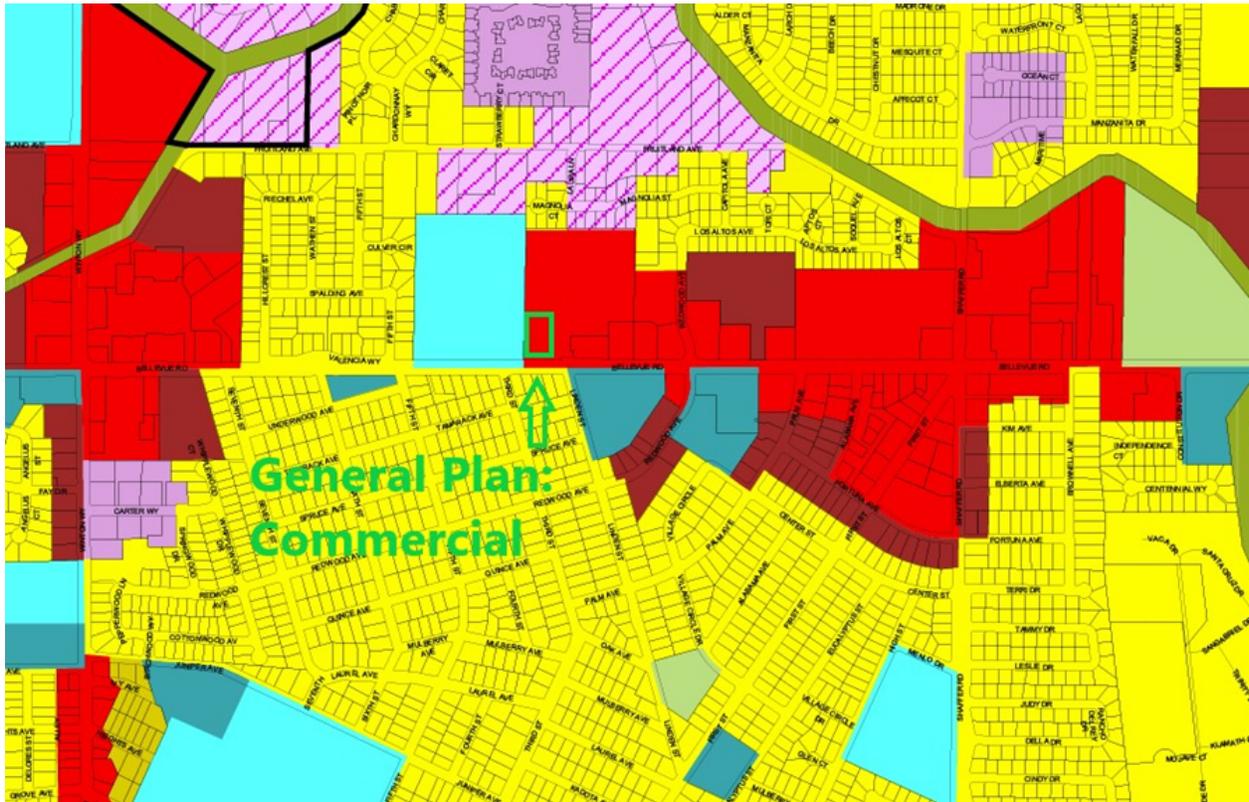


Description of Surrounding Uses: The parcels immediately to the north and the east of the subject property are zoned Planned Development (PD-14). The parcel to the west of the subject property are zoned Low Density Residential (R-1) and the parcels to the south of the subject property are zoned Low Density Residential (R-1) and Residential Transition (R-T).

Land Use Designation: The subject property has a land use designation of Commercial (See Figure 2) and is zoned as Planned Development (PD-14). The applicant is requesting a zone change from Planned Development (PD-14) to General Commercial (C-G), which will remain consistent with the existing land use designation.

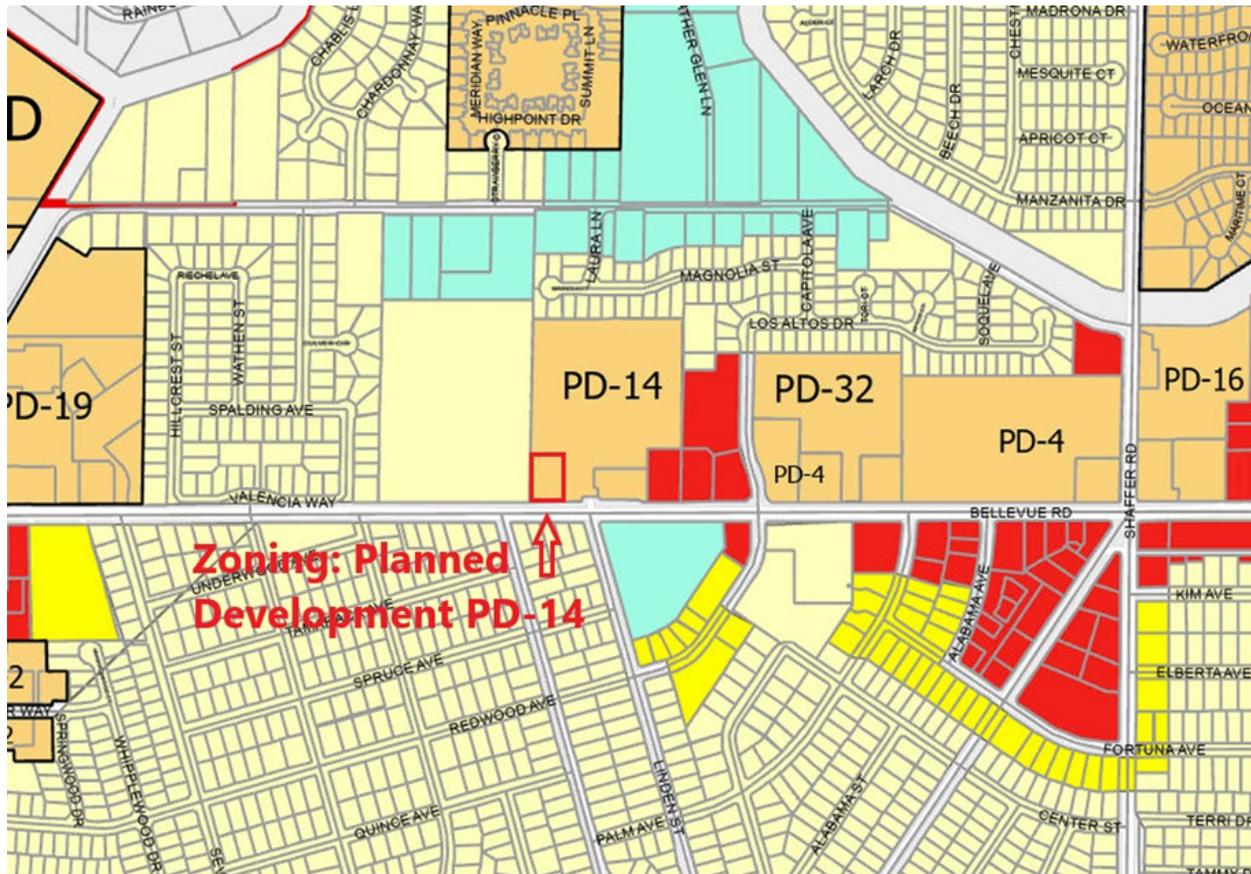
Commercial land uses are intended to accommodate a wide range of commercial activities ranging from regional commercial facilities to general and neighborhood commercial uses. Establishments may range from retail to service and entertainment uses. Further, the land use allows development to occur as a single structure, group of commercial uses, or regional mall type facility. The Project is proposed to facilitate the development of a single tenant commercial building that would be consistent with the land use designation.

Figure 2



Zoning: The subject property is zoned Planned Development (PD-14) (See Figure 3) and is intended for any and all types of land uses consistent with the underlying General Plan land use designation for the property. The Project is requesting a zone change to General Commercial (C-G) which is consistent with the existing land use designation. The General Commercial (C-G) zone district was established to provide a location for the retail, wholesale, and heavy commercial uses and services necessary within the City, but not suited to other lighter commercial zone districts. A zone change to General Commercial (C-G) supports the proposed use for a coffee shop.

Figure 3



II. FISCAL IMPACTS:

No negative fiscal impacts are anticipated. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney's Office.

IV. EXISTING POLICY:

Under section 17.44.010 of the A.M.C – PD-14 Planned Development District is intended to encourage development of properties into unified developments and ensuring development is consistent with any City Council adopted design guideline.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

An interdepartmental routing sheet was sent to all required departments and affected agencies for review and their comments and conditions have been incorporated.

VII. PUBLIC PARTICIPATION:

The public hearing was adequately noticed and advertised for the regularly scheduled City Council hearing.

VIII. ENVIRONMENTAL REVIEW:

Pursuant to the California Environmental Quality Act, the project is categorically exempt under guideline section 15332, Class 32, "Infill Development Projects." This section states, "Class 32 consists of projects that are characterized as in-fill development meeting the conditions described in this section. (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. (c) The project site has no value as habitat for endangered, rare or threatened species. (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. (e) The site can be adequately served by all required utilities and public services.

Furthermore, no new change in the surrounding area has occurred that would contribute to findings that would be considered significant or represent a major change to the physical environment.

IX. STEPS FOLLOWING APPROVAL:

Following the adoption of Ordinance No. CS 1067 the City Clerk's office will handle for final processing.

Submitted and Approved by:



Greg Thompson, Interim City Manager

Attachments:

1. ORDINANCE CS 1067



**CITY COUNCIL
OF THE
CITY OF ATWATER**

ORDINANCE NO. CS 1067

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING ZONE
CHANGE NO. 23-22-0300 CHANGING THE
ZONING DESIGNATION FROM PLANNED
DEVELOPMENT (PD-14) TO GENERAL
COMMERCIAL (C-G) FOR PROPERTY LOCATED
AT APN: 150-190-036.**

WHEREAS, at a duly noticed public hearing held on February 21, 2024, the Planning Commission of the City of Atwater recommended the City Council approve Zone Change No. 23-22-0300 to change the zoning designation from Planned Development (PD-14) to General Commercial (C-G) for the property located at APN: 150-190-036; and,

WHEREAS, the Planning Commission of the City of Atwater made the recommendation to the City Council to amend the zoning for this project); and,

WHEREAS, the proposed Zone Change No. 23-22-0300 would not have a detrimental effect on the health, safety, and welfare of the neighborhood nor have any adverse effect on the community; and

WHEREAS, pursuant to the California Environmental Quality Act, the project is categorically exempt under guideline section 15332, Class 32, "Infill Development Projects," as no new change in the surrounding area has occurred that would contribute to findings that would be considered significant or represent a major change to the physical environment; and

WHEREAS, the City Council finds that the following findings can be made for Zone Change No. 23-22-0300, and a CEQA Class 32 Categorical Exemption in support of the Project:

1. The proposed zone change from Planned Development to General Commercial is consistent with the City's General Plan and will allow for development of this and future uses which are attractively designed and consist of a mix of commercial uses.
2. The Project underwent CEQA review and is a categorically exempt infill project determined not to have a significant effect on the environment.
3. The public hearing for this Project has been adequately noticed and advertised.

4. Adoption of the ordinance will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

NOW, THEREFORE, be it ordained by the City Council of the City of Atwater as follows:

Section 1: Pursuant to Section 17.44.060 (D)(1) of the Atwater Municipal Code, the City Council of the City of Atwater does hereby amend the zoning map of the City and approves Zone Change No. 23-22-0300 to reflect APN: 150-190-036 General Commercial (C-G) subject to the development standards as adopted for this district and further pursuant to provisions of said code section referenced above do serve notice of the following conditions to any prospective property owner of the limitations of this entitlement as follows:

BUILDING:

1. All off-site improvements plans shall be prepared by a registered civil engineer and shall be submitted to the City Engineer for review and approval. The improvements shall be designed and placed to the City of Atwater standards and specifications.
2. Prior to issuance of a Building Permit a landscape and irrigation plan shall be designed by a registered landscape designer.
3. If property is located within a FEMA flood zone. Prior to approval of a grading plan, the developer shall apply to FEMA and receive a Letter of Map Amendment (LOMA) issued from FEMA. The developers engineer shall provide the required supporting data to justify the application.
4. All plan submittals and calculations and all other required documentation shall be submitted to the Building Division. Documents will be routed to proper departments for review and also sent out to third party plan checking services.
5. Apply for a permit application in person or online.
6. Plan Check fee payment (based on valuation of the project) contact Building Division
7. Five (5) sets of plans including three (3) wet stamped by a registered California Design Professional, unless noted accordingly per the "Professional Engineers Act" of 2001.

8. Three (3) sets of Energy, Structural, or Truss Calculations, Soils Report, California Green Code Documents, Special Inspection form (filled out by designer), Waste Management Plan and any other applicable calculations/specifications or documents.
9. Building plans shall reflect the most recent California Building Codes (Title 24) which consist of the Building Code volume 1 & 2, Wind Speed: Risk Category I: 100, Category II: V_{ult} 110, V_{asd} 85, Category III V_{ult} 115, V_{asd} 85
 - a. Wind Exposure: B Urban and Suburban, C in any quadrant for a distance of more than 600 feet
 - b. Seismic Design Category: DO
 - c. Weathering: Negligible, Winter design temp. 25 degrees F
 - d. Air Freezing Index: 1500, mean annual temp 60 degrees F
10. Green Code, Electrical Code, Mechanical Code, Plumbing Code, Fire Code including Appendix C, Appendix D, Appendix I, Appendix J, California Energy Commission requirements, State and Federal Accessibility requirements, Atwater Municipal Codes (AMC), requirements from Atwater Fire
11. Department, Engineering, Planning and Public Works Departments respectively.
12. Once plans are approved by the City of Atwater the Building Division will contact the applicant with fee totals and approximate time when plans will be ready for pick up.
13. Building Permits cards and city approved plans and calculations shall be on site at all times when an inspection is called in.
14. The construction site shall have an address posted that will be easy for inspectors and emergency services to see.

ENGINEERING:

15. The developer shall provide and show on the site Plan all necessary easements for access, streets, alleys, sewer and water facilities, utilities and drainage facilities, irrigation facilities and other facilities as requested by the City. Utility easements shall be a minimum of a clear fifteen feet (15') for one utility and a clear twenty feet (20') for two or more utilities or as specified by basic engineering design guidelines. Easements shall not be split between property lines unless determined otherwise by the City Engineer. The easement widths

identified are minimums and in certain circumstances, additional easement widths may be required as determined by the City Engineer.

16. The developer shall pay all applicable processing fees, permit fees, City development fees, fire fees, school fees, drainage fees and other public entity fees in effect at the time of the issuance of the applicable permit.
17. The Developer shall submit a building permit application package which shall include grading plans, a permit application, and plan check and inspection fees and deposits to the Community Development Department. Grading plans shall be approved prior to or concurrently with the approval of the Improvement Plans.
18. The Developer shall provide joint trenching for telephone, gas, electric, and cable TV service for the Development in a combined utility plan submitted with the Building Permit.
19. Meters, hydrants, poles, etc. shall be located clear of the sidewalk and driveways or as determined by the City Engineer. Final locations and the number of such facilities shall be determined at the time the improvement plans are reviewed.
20. All improvements, public and private, shall be designed and constructed in accordance with the most recent edition of the City of Atwater Improvement Standards and Specifications and the most recent edition of the Caltrans Standard Plans and Specifications, all applicable federal, state, and local ordinances, standards, and requirements. Should a conflict arise, the governing specification shall be determined by the City Engineer.
21. Developer shall repave frontage area of Bellevue Road to the half section of the roadway. The design and construction of all frontage improvements shall be at the developer's sole expense and shall be constructed prior to issuance of any certificate of occupancy.
22. In addition to otherwise applicable development fees, if the subject property is located within an existing or a proposed Benefit District, the developer shall pay the Benefit District fee as set forth in the Engineer's Report for the applicable Benefit District. Fees shall be charged and paid at the time of building permit issuance. The fees may be adjusted over time according to an index approved by City Council or as allowed by law.
23. The applicant shall secure and comply with all applicable federal, state and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

24. The project shall establish or annex into an existing Community Facilities District for the on-going Public Services operations including Fire and Police services.
25. The project shall establish or annex into an existing Lighting and Drainage District along with a Landscaping Maintenance District for the on-going maintenance of project lighting, open space areas and any proposed common landscape areas such as parks, landscape medians and parkway strips.
26. An encroachment permit shall be required for any construction to be done in the public right of way or in easements. Please note for any public improvement required sufficient warranty may be required by the city. The encroachment permit shall be obtained prior to the start of said work. The permit fees shall be determined per the current adopted Miscellaneous Fee Schedule.
27. Where the finished grade of the property is in excess of twelve inches (12") higher or lower than the abutting property or adjacent lots, a retaining wall or other suitable solution acceptable to the City Engineer shall be required, and any fence or wall shall be measured from the top of grade on the lower side of the retaining wall or slope. Retaining walls shall be shown on grading plans, shall be structurally engineered if over four (4) feet in height (from base of foundation to top of wall), including surcharge, and will require a separate building permit.
28. The developer shall coordinate all grading and improvements with adjacent property owners to the satisfaction of the City if required due to an encroachment. Any grading or drainage onto adjacent properties shall require written approval of those property owners affected, with said approval provided to the City Engineer.
29. All broken, cracked or otherwise damaged public improvements, such as curb, gutter, and sidewalk, shall be saw cut, removed and replaced in accordance with applicable city standards to the satisfaction of the City Engineer.
30. For the proposed on-site improvements and off-site improvements, the developer shall cause Improvement Plans to be prepared. The plans shall be prepared by a Licensed Civil Engineer or under his/her direction. The plans shall be prepared on 24" X 36" plan sheets and to a reasonable scale. The plans shall be in a format to be approved by the City Engineer and shall show all of the proposed grading and on-site and off-site improvements for the proposed development. The title of the plan shall be shown at the top of Sheet No. 1. Sheets shall be numbered in consecutive order. An index showing the sheets contained within

and as a part of the Site Improvement Plan shall be shown on Sheet 1. Separate On-Site and Off-site Improvement plan sets shall be submitted for City review.

31. Prior to occupancy, the developer shall supply the City with both hardcopy and electronic (Adobe PDF and AutoCAD file formats) showing plans that reflect the project as it was built (As-Builts or Record Drawings) to the satisfaction of the City Engineer. Off-Site Improvement Plans hardcopy shall be on 4-mil minimum thickness translucent mylar film.
32. The developer shall install water services to the proposed development. Individual water services shall be provided for potable, landscape, and fire protection purposes, of adequate size for the proposed development. All services shall be metered.
33. Developer shall install a reduced pressure principle (RPP) backflow device for potable water and an approved backflow device for irrigation water. All services shall be metered, a Sensus "Flex-Net" radio read meter shall be used. Services shall include a backflow prevention device enclosure, mounted on a concrete pad. The RPP device shall include unions on both riser pipes for easier maintenance. RPP devices shall be shown on the Site Improvement Plan including brand names and types.
34. All utility trenches or excavations shall be excavated, backfilled, and compacted in accordance with applicable City Standards and with any conditions for paving structural sections included within this resolution.
35. Applicant shall abandon and remove from the site any existing irrigation lines and other structures found. Lines shall be plugged at the property line with concrete.
36. Any water wells found during construction shall be destroyed and/or demolished in accordance with approved City Standards, requirements, and/or permits.
37. Site design and construction shall include the detention of storm water runoff. Storm drainage facilities in the project area discharge into facilities of the Merced Irrigation District (MID). If necessary, Owner will enter into "Storm Drainage Agreement with the MIDDID No. 1," paying an annual maintenance fee and any connection fees as established by the MIDDID No. 1 Board of Directors and as collected by MIDDID No. 1 and on the Merced County Tax Rolls. Existing flows and flows from proposed development are to be part of the storm drainage calculations for the development to be submitted to the City Engineer.

38. Any portion of the drainage system that conveys runoff from public streets shall be installed within a dedicated drainage easement or public street.
39. Hydrologic and hydraulic calculations for determining the storm system design, with water surface profile and adequate field survey cross section data, shall be provided satisfactory to the City Engineer, or verification shall be provided that such calculations are not needed. Applicant shall be required to detain the full runoff volume of a 100-year 24 hour storm event for the existing planned Development or Applicant shall replace the detention basin capacity at a 1 to 1 compensatory replacement of the pre-existing capacity (55,348 cubic feet). Infiltration surface area must be equal or greater than infiltration area of the pre-existing storm detention basin.
40. Developer shall provide for a drainage system capable of handling and disposing of all surface water originating within the Development and all surface water that may flow onto the Development from adjacent lands. Said drainage system shall include any easements and structures required by the City Engineer to properly handle the drainage and shall be designed so as to prevent ponding of surface water that would create a public health hazard or nuisance.
41. Developer shall comply with Chapter 13.22 of the Atwater Municipal Code "Storm Water Management and Discharge Control" and with the City of Atwater Post Construction Standards Plan.
42. Developer shall process a Post-Construction Stormwater BMP Operation and Maintenance Plan for review and approval to the satisfaction of the City Engineer. Applicant shall comply with the provisions of the City of Atwater Post-Construction Standards Plan.
43. Owner shall execute any agreements identified in the Post-Construction Standards Plan that pertain to the transfer of ownership and/or long-term maintenance of stormwater treatment or hydrograph modification BMPs to the satisfaction of the City Engineer and the Director of the Community Development Department.
44. Developer shall ensure finished pad elevations are at a minimum one foot above the 100-year (1% chance) base flood elevation as shown on the latest Federal Emergency Management Agency (FEMA) floodplain maps for Merced County, California. The developer shall be responsible for all necessary activities, applications, documentation, and costs to amend floodplain maps for their development [Letter of Map Amendment Revision (LOMAR)], and for obtaining a Floodplain Permit from the Community Development Director for all projects on

parcels identified in a Zone "A" on the FEMA Flood Insurance Rate Maps for the City of Atwater. Application for LOMAR shall be prepared and submitted by the developer prior to grading permit issuance or final map approval, whichever occurs first.

45. Detailed plans reflecting the design and construction of all public infrastructure improvements for street, sewer, water, and storm drain, both on- and off-site, shall be in conformance with the adopted Infrastructure Master Plans and as directed by the City Engineer. Developer shall have written approval from the City Engineer for any variations from the City's Master Plans prior site plan approval.
46. Ensure that the site allows for the maneuverability of fire trucks, refuse vehicles, and any emergency service vehicles around the entirety of the site. Permanent site furnishings shall be installed to maintain sufficient clearance for emergency vehicular turnaround where designated on plan.
47. All fire apparatus access lanes on the site plan shall be dimensioned to ensure their locations and clearances meet the 2022 California Fire Code requirements for the proposed building height. Applicant shall provide a swept path turning analysis based on City of Atwater ladder truck apparatus for review and approval by the Engineering Division and Atwater Fire department prior to preparation and submittal of any site improvement plans.
48. Where applicable, NO PARKING – FIRE LANE signage and/or marking(s) shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof.
49. Developer to provide sewer loading calculations and report for the development.
50. Any septic systems found during construction shall be destroyed in accordance with approved Merced County Environmental Health requirements.
51. Developer shall properly abandon or relocate all utilities as necessary or required.
52. Developer shall comply with the requirements of all public utility companies.
53. All underground utilities shall be installed in conformance with existing City policy including without limitation the City of Atwater Subdivision and Zoning Ordinances.

54. The installation (if required) of all gas, electric, sewer, and water lines and any other below-surface utilities is to take place before the construction of any concrete curbs, gutters, sidewalks, and the surfacing of streets.
55. Developer shall install off-street improvements in improvement plans approved by the City Engineer to provide safe traffic conditions.
56. Applicant shall comply with all requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD).
57. The project shall be in compliance with the most recent Americans with Disabilities Act (ADA) regulations.
58. Sight distance requirements at all street intersections shall conform to City Standards.
59. The applicant shall submit a geotechnical report together with improvement plans to the City Engineer for review and approval. The report shall include the information and be in the form as required by the City Engineer and all applicable codes.
60. Developer shall submit three (3) sets of landscaping and irrigation plans to be reviewed and approved by the City of Atwater Public Works Division. Said plans shall be prepared by a landscape architect licensed in the State of California. All landscaped areas shall be equipped with seven-day automatic irrigation systems with battery back-up. All landscaping shall always be maintained and said maintenance shall be the responsibility of the developer. Specific landscaping for screening shall have an appearance of mature growth subject to a field check and approval by the Community Development Director prior to Certificate of Occupancy.
61. The developer shall plant shade trees along street frontage in accordance with the 2017 Urban Forest Master Plan.
62. All slope banks in excess of two (2) feet in vertical height shall be landscaped and irrigated for erosion control and to soften their appearance as follows:
63. one 15-gallon or larger size tree per each 150 sq. ft. of slope area, one 1-gallon or larger size shrub per each 100 sq. ft. of slope area, and appropriate ground cover 12-24 inches on-center. In addition, slope banks in excess of five (5) feet in vertical height also include one 5-gallon or larger size tree per each 250 sq. ft. of slope area. Trees and shrubs shall be planted in staggered clusters to soften and

vary slope plane. Slope planting required by this condition shall include a permanent irrigation system to be installed by the developer prior to occupancy.

64. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to ensure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.
65. Final inspection for occupancy permits will not be granted until all construction and landscaping are complete in accordance with approved plans.
66. The Developer shall construct, to the satisfaction of the Director of the Department of Public Works, a public street lighting system that complies with the following conditions:
 - a. All fixtures shall use an LED light source.
 - b. All light standards, heads, and spacing shall be per City Standards. Proposed lights of an ornamental nature shall not exceed 16 feet in height designed to the satisfaction of the Community Development Director and shall be spaced and located to the satisfaction of the City Engineer.
 - c. Deposit with the City of Atwater, through the Department of Public Works, a cash deposit sufficient to:
 - i. Energize, maintain, and operate the street lighting system until tax revenues begin accruing from the Development for those purposes.
 - ii. Pay the cost to process lighting district administration of this project.
67. Applicant shall submit a complete area water pressure availability study for the Project prior to approval of improvement plans. If the study indicates that the present system is inadequate, Applicant must provide water system modelling prepared with a software simulation program that identifies any remedial action necessary to abate the deficiency and shall submit improvement plans for plan check and take all necessary actions at the applicant's expense.
68. Applicant shall submit a study addressing on- and off-site storm water and/or sewer system capabilities. If the study indicates that the present systems are inadequate, Applicant must provide improvement plans and calculations for additional or upgraded storm water and/or sanitary sewer facilities, including off-

site improvements, to correct storm water run-off and sanitary sewer demands anticipated for upstream build-out in accordance with the Atwater General Plan, and take all necessary actions at the applicant's expense.

69. 6-inch (6") high Portland Cement Concrete curbing shall be provided between all paved areas and landscaped areas. In addition, curbing between the length of any parking space and a landscaped area shall include a 12" wide "courtesy curb." Curb cuts shall be allowed for LID drainage designs.
70. All Conditions of Approval for this project shall be written by the project developer on all building permit plan check sets submitted for review and approval. These Conditions of Approval shall be on, at all times, all grading and construction plans kept on the project site. It is the responsibility of the project developer to ensure that the project contractor is aware of, and abides by, all Conditions of Approval. Prior approval from the Community Development Director must be received before any changes are constituted in site design, grading, building design, building colors or materials, etc.

PLANNING:

71. The Planning Commission shall retain the right to reconsider Tentative Map No. 23-22-0100 and Site Plan No. 23-22-0200.
72. Applicant shall comply with all Commercial Design Guidelines. Minor changes to the architectural style or square footage shall be reviewed and approved by the City Planner.
73. All on-site graffiti shall be the responsibility of the property owner. All graffiti shall be abated in accordance with City Graffiti Ordinances.
74. Applicant shall comply with all the conditions of approval prior to issuance of a business license.
75. Applicant shall comply with all conditions of the Merced County Division of Environmental Health, including the handling of all potentially hazardous material.
76. If any construction is to occur associated within the project boundary the applicant shall submit Tenet Improvement (T.I.) plans to address the changes to the interior of the building. Plans shall be generated by an Architect or Engineer licensed within the State of California.

77. The parcel map shall not be recorded until authorization is given by the City Council for the City Clerk to sign the parcel map.
78. Applicant shall submit a sign application prior to installation of all proposed signs to be installed on buildings or onsite shall be reviewed and approved by the City.
79. The site of the business shall always be kept clean and free of litter. Trash and garbage shall be removed from the site at the end of each day.
80. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
81. This approval is dependent upon and limited to the proposals and plans contained, supporting documents submitted, presentations made to staff, and Planning Commission as affirmed to by the applicant. Any variation from these plans, proposals, supporting documents, or presentations is subject to review and approval prior to implementation.
82. The applicant or applicant's successor in interest shall indemnify and defend and hold harmless the City of Atwater, its agents, officers and employees from any and all claims, actions, or proceedings against the City of Atwater, its agents, officer and employees to attack, set aside, void or annul any approval by the City of Atwater and its advisory agency appeal board or legislative body concerning this application, which action is brought within applicable statutes of limitation. The City of Atwater shall promptly notify the applicant or applicant's successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the city fails to do so, the applicant or applicants' successor in interest shall not thereafter be responsible to defend, indemnify or hold the City harmless. This condition may be placed on any plans or other documents pertaining to this application.

POLICE:

83. Any external electricity is secured to prevent theft of utilities.
84. Addition of adequate lighting to prevent unwanted access or camping on the property.
85. Any external water is secured to prevent theft of utilities.

Section 2: If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Atwater hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

Section 3: This ordinance shall take effect and be in force thirty (30) days after the date of its passage, and the City Clerk shall certify the adoption of this ordinance and shall cause the same to be published in accordance with State law.

INTROUDCED: **March 11, 2024**
ADOPTED:
AYES: **Cale, Ambriz, Raymond, Nelson**
NOES: **None**
ABSENT: **Button**

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK