

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

September 23, 2024

CALL TO ORDER:

5:30 PM

ROLL CALL: (City Council)

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

CLOSED SESSION:

Adjourn to Conference Room A

- **Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case: City of Camden, et al. v. Tyco Fire Products LP, Civil Action No.: 2:24-cv-02321-RMG**
- **Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case: City of Camden, et al. v. BASF Corporation, Civil Action No.: 2:24-cv-03174-RMG**

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 _____

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.)

PRESENTATIONS:

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

CONSENT CALENDAR

NOTICE TO THE PUBLIC

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.

TREASURER'S REPORT:

1. **July 31, 2024**

Staff's Recommendation: Acceptance of report as listed.

WARRANTS:

2. **September 23, 2024**

Staff's Recommendation: Acceptance of reports as listed.

MINUTES: (Audit and Finance Committee)

3. **June 24, 2024 - Regular meeting**

Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (Citizens' Oversight Committee)

4. June 11, 2024 - Regular meeting

Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (Planning Commission)

5. July 17, 2024 - Regular meeting

Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (City Council)

6. September 9, 2024- Regular meeting

Staff's Recommendation: Approval of minutes as listed.

AGREEMENTS:

7. Approving Amendment No. 1 to the General Services Agreement to Joe's Landscaping of Newman, California for Landscaping in the Maintenance Districts (Public Works Director Vinson)

Staff's Recommendation: Adoption of Resolution No. 3486-24, approving Amendment No. 1 to the General Services Agreement, in a form approved by the City Attorney, to Joe's Landscape of Newman, California for Landscaping in the Maintenance Districts; and authorizes and directs the City Manager to execute Amendment No. 1 on behalf of the City.

RESOLUTIONS:

8. Adopting Updated Conflict of Interest Code (Assistant City Clerk Martin)

Staff's Recommendation: Adoption of Resolution No. 3487-24 amending the City of Atwater's Conflict of Interest Code.

9. Approving and Ratifying a Side Letter Agreement Between the City of Atwater and the Atwater Miscellaneous Employees Unit American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, and Authorizing the City Manager to Execute the Agreement on Behalf of the City (Human Resources Director Sousa)

Staff's Recommendation: Adoption of Resolution No. 3488-24 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and Atwater Miscellaneous Employees Unit American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 7 (Work Week), Section 7.3 (Public Works Schedule), and Article 9 (Other Compensation), Section 9.2 (Standby Pay) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City.

END OF CONSENT CALENDAR

REPORTS AND PRESENTATIONS FROM STAFF:

10. **Approving Budget Amendment No. 4 Amending Fiscal Year 2024-25 Budget Regarding Appropriation of Funds for Professional Services Agreement between the City of Atwater and Mark Thomas & Company for the Preparation of the Project Study Report/ Project Development Support for the Buhach Road Widening Project** (Deputy City Manager/Community Development Director Thompson)

Staff's Recommendation: Motion to Adopt Resolution No. 3489-24 approving Budget Amendment No. 4 Amending Fiscal Year 2024-25 budget to include the preparation of Project study report- project development support for the Buhach Road Widening Project; and Adopt Resolution No. 3490-24 approving a Professional Services Agreement, in a form approved by the City Attorney, with Mark Thomas & Company of Fresno, CA for preparation of the PSR-PDS in an amount not to exceed \$173,352 and; and authorizes and directs the City Manager, or his designee, to execute the Agreement on behalf of the City; or

Motion to accept staff's recommendation as presented.

11. **Verbal Presentation Regarding City of Atwater Projects** (Deputy City Manager/Community Development Director Thompson)

12. **Verbal Presentation Regarding City of Atwater Code Enforcement Activities** (Code Enforcement Manager Garcia and Police Chief Salvador)

PUBLIC HEARINGS:

13. **Public Hearing for 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program** (Police Chief Salvador)

Staff's Recommendation: Open the public hearing and take any testimony given;

Close the public hearing;

Motion to adopt Resolution No. 3491-24, authorizing the grant application in the amount of \$14,078.00 to the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and authorizing and directing the City Manager to execute Grant Application, amendments, and all documents related to the grant, on behalf of the City, including administration, if awarded; or

Motion to approve staff's recommendation as presented.

CITY MANAGER REPORTS/UPDATES:**14. Update from the Office of the City Manager**COMMENTS FROM THE PUBLIC:NOTICE TO THE PUBLIC

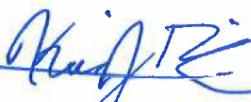
At this time any person may comment on any item which is not on the agenda. You may state your name and address for the record; however, it is not required. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda.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

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.

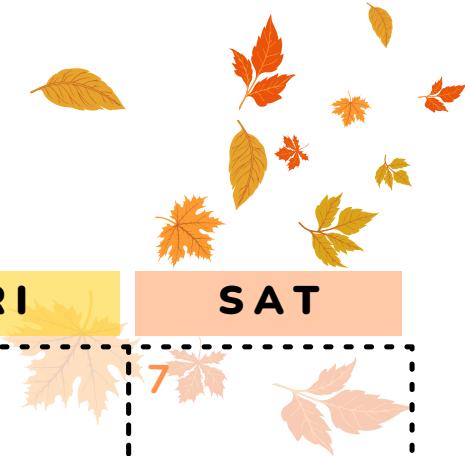


In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission or Committee meeting due to a disability, please contact 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 .

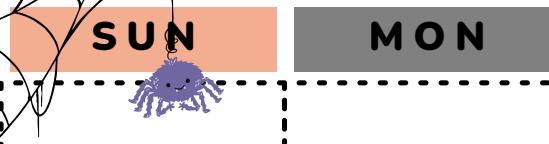
Unless otherwise noted, City Council actions include a determination that they are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), and therefore, that CEQA does not apply to such actions.

SEPTEMBER 2024



SUN	MON	TUE	WED	THU	FRI	SAT
1	2 LABOR DAY City Holiday Trash pick up delayed - 1 day	3	4	5	6	7
8	9 City Council Meeting - 6:00 PM	10 Citizens' Oversight Committee Meeting - 5:30 PM	11 National Day of Remembrance - Community Center 8:30AM	12 Osborn Park Expansion Workshop/Community Center - 6:00 PM	13	14
15	16	17	18 Planning Commission Meeting - 6:00 PM	19	20 Movies in the Park Kung Fu Panda 4 (Veterans Park)	21
22 	23 Audit & Finance Meeting - 4:30 PM City Council Meeting - 6:00 PM	24	25	26 Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM	27	28
29	30					

OCTOBER 2024

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
						
6	7	8 Atwater National Night Out - 4:30PM - 6:30PM (Ralston Park)	9	10 Economic Development Summit - 10:00 AM - 12:00 PM (Atwater Community Center)	11	12
13	14 City Council Meeting - 6:00 PM	15	16 Planning Commission Meeting - 6:00 PM	17	18 Movies in the Park Trolls Band Together (Veterans Park)	19 2024 Atwater Fall Clean Up Event 2877 Atwater Blvd, Atwater CA 7:00 AM - 12:00 PM
20	21	22	23	24 Merced County District 3 Supervisor McDaniel Office Hours - 1:30 PM - 3:30 PM	25	26
27	28 Audit & Finance Meeting - 4:30 PM City Council Meeting - 6:00 PM	29	30	31 HAPPY HALLOWEEN		

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 7/31/2024

FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001 General Fund	18,962,898.62	922,851.75	2,582,482.38	17,303,267.99
0003 General Fund Capital	(18,778.67)	28,341.93	131,070.64	(121,507.38)
0004 Public Safety Trans & Use Tax	2,092,511.55	476,293.43	496,778.11	2,072,026.87
0005 Ferrari Ranch Project Fund	2,360.27	0.00	0.00	2,360.27
0007 Measure V Fund	5,111,095.95	64,998.13	11,229.02	5,164,865.06
0008 Measure V 20% Alternative Modes	860,599.10	16,249.53	5,752.57	871,096.06
0009 Abandoned Veh Abatement Fund	(4,759.17)	0.00	5,303.29	(10,062.46)
0010 Measure V Regional Fund	(120,841.94)	0.00	0.00	(120,841.94)
1005 Police Grants Fund	102,123.53	0.00	4,749.05	97,374.48
1010 ARPA-American Rescue Plan Act	3,166,933.23	0.00	396,624.05	2,770,309.18
1011 Gas Tax/Street Improvement	(306,219.45)	72,577.03	183,160.74	(416,803.16)
1013 Local Transportation Fund	596,540.72	0.00	10,580.22	585,960.50
1015 Traffic Circulation Fund	1,549,199.25	0.00	0.00	1,549,199.25
1016 Applegate Interchange	796,512.17	0.00	0.00	796,512.17
1017 RSTP-Regional Surface Transp Prog	2,707,192.35	0.00	0.00	2,707,192.35
1018 SB1-Road Maint & Rehab RMRA	2,308,450.81	66,093.07	28,042.50	2,346,501.38
1019 LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020 Parks and Recreation Fund	2,030,690.78	0.00	0.00	2,030,690.78
1021 Parks Grants Fund	0.00	0.00	0.00	0.00
1040 General Plan Update-Housing Element	(10,800.00)	0.00	0.00	(10,800.00)
1041 General Plan Update Fund	1,913,933.03	0.00	0.00	1,913,933.03
1055 Neighborhood Stabilization	228,103.85	0.00	0.00	228,103.85
1059-80 Housing Grant Funds	992,838.86	1,000.00	0.00	993,838.86
1091 Police Facility Impact Fee	196,972.06	0.00	0.00	196,972.06
1093 Fire Facility Impact Fee	271,184.80	0.00	0.00	271,184.80
1095 Government Building Facility	289,646.64	0.00	0.00	289,646.64
3064-67 Redevelopment/Successor Agency Funds	1,794,516.19	1,739.89	2,400.00	1,793,856.08
4020 Performance Bond Trust	226,761.79	0.00	0.00	226,761.79
4030 Narcotics Program Trust	2,141.71	0.00	0.00	2,141.71
4060 Section 125 Medical	2,074.49	70.00	0.00	2,144.49

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 7/31/2024

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	514,431.83	11,429.43	0.00	525,861.26
4090 CFD No. 1 Trust	135,211.57	0.00	0.00	135,211.57
5001-55 All Maintenance Districts	1,354,314.28	0.00	12,086.37	1,342,227.91
5050 CFD Districts	94,203.37	0.00	173,098.00	(78,894.63)
6000 Water Enterprise Fund	14,597,977.01	807,606.77	587,937.07	14,817,646.71
6001 Water Fund Capital Replacement	(1,642,245.18)	0.00	229,729.08	(1,871,974.26)
6002 DBCP Settlement	21,241.78	0.00	0.00	21,241.78
6004 Water Well- Buhach Colony	190,160.05	0.00	0.00	190,160.05
6005 Water Capital Impact Fees	2,787,123.74	0.00	0.00	2,787,123.74
6006 Water Operating Reserve Fund	186,143.27	0.00	0.00	186,143.27
6007 1,2,3-TCP Fund	14,087,732.59	252,243.34	6,380.30	14,333,595.63
6010 Sewer Enterprise Fund	15,318,411.89	1,060,853.37	1,442,441.12	14,936,824.14
6011 Sewer Fund Capital Replacement	3,883,345.23	0.00	0.00	3,883,345.23
6020 Sanitation Enterprise	2,391,276.79	303,103.78	280,231.17	2,414,149.40
7000 Internal Service Fund	889,728.28	20,677.28	225,895.13	684,510.43
7001 ISF Equipment/Bldg Replacement	206,143.88	0.00	0.00	206,143.88
7010 Employee Benefits Fund	799,886.92	4,955.17	72,924.94	731,917.15
7020 Risk Management	885,970.20	0.00	1,177,802.00	(291,831.80)
7030 Information Technology	660,840.73	0.00	140,592.66	520,248.07
9090 Accrued Interest Fund	4,665.75	740,295.38	0.00	744,961.13
TOTAL	103,110,446.50	4,851,379.28	8,207,290.41	99,754,535.37

Prepared by:

Jared Moua, Accountant I

Approved by:

Mark Borba, City Treasurer

**Statement of Changes in Cash Balance
by Bank
As of 7/31/2024**

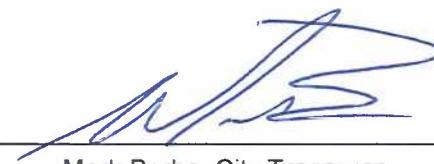
	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	65,412,110.24	738,042.89		66,150,153.13
City - RMA Long-Term Investment Fund	1,194,057.51	2,252.49		1,196,310.00
City Checking & Investment Accounts	6,830,275.02	3,847,410.90	7,836,606.55	2,841,079.37
Wastewater Checking	6,151,311.19		370,683.86	5,780,627.33
RA Obligation Retirement Fund	25,583.61	0.23		25,583.84
US Bank/Chandler Asset Mgt.	22,982,677.10	252,243.34		23,234,920.44
PARS Post-Employment Benefits Trust	514,431.83	11,429.43		525,861.26
 Totals	 103,110,446.50	 4,851,379.28	 8,207,290.41	 99,754,535.37

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	66,150,153.13	Chase General Checking	2,594,639.34
Chandler Asset Mgt.	1,196,310.00	Chase Wastewater Checking	5,780,627.33
US Bank/Chandler Asset Mgt.	23,234,920.44	Chase Redevelopment Checking	25,583.84
PARS Post-Employment Benefits Trust	525,861.26	Chase Savings Account	0.00

Warrant Summary September 23, 2024
Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

	Amount
9/23/2024 Warrant	\$ 1,446,002.89
Prewrittens (Checks Processed Between Warrants)	\$ 6,218.52
Total Accounts Payable Warrants:	\$ 1,452,221.41

Additional Warrants

Date	Description	Amount
9/6/2024	PERS Health - September 2024	\$ 122,094.51
9/10/2024	AFSCME District Council 57	\$ 1,033.20
9/10/2024	Atwater Police Officers Association	\$ 3,265.19
9/10/2024	EPARS Employee 457 Plan (PNC Bank)	\$ 4,863.00
9/10/2024	PERS Retirement 8/15/24 - 8/28/24	\$ 64,027.43
9/10/2024	State Disbursement - Child Support	\$ 115.38
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Additional Warrants:		\$ 195,398.71

Payroll

Date	Description	Amount
9/5/2024	Net Payroll	\$ 213,233.84
9/10/2024	Federal Taxes	\$ 73,815.86
9/10/2024	State Taxes	\$ 10,030.72
Total Payroll:		\$ 297,080.42

Grand Total: \$ 1,944,700.54



Anna Nicholas, Finance Director

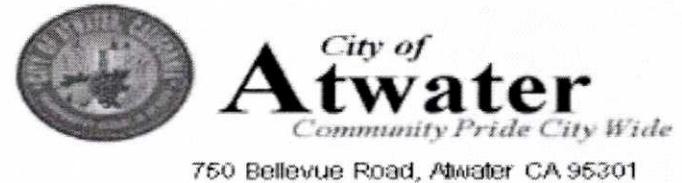


Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

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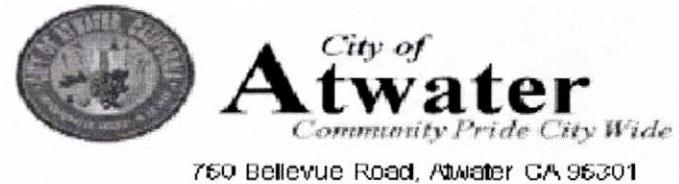


Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	09/06/2024	General Fund	Miscellaneous Bills	PERS-HEALTH		3.97
0	09/06/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		1,655.99
0	09/06/2024	General Fund	Pers Health Payable	PERS-HEALTH		109,020.18
0	09/06/2024	Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		261.65
0	09/06/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		10,990.00
0	09/06/2024	Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		162.72
					Check Total:	122,094.51
					Report Total:	122,094.51

Accounts Payable

Checks for Approval

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Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	09/10/2024	General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,033.20
0	09/10/2024	General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		3,265.19
0	09/10/2024	General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		25,990.18
0	09/10/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,532.50
0	09/10/2024	General Fund	Deferred Compensation	PNC BANK		4,063.00
0	09/10/2024	General Fund	Deferred Compensation	PNC BANK		800.00
0	09/10/2024	General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		19,380.34
0	09/10/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		19,380.34
0	09/10/2024	General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,532.50
0	09/10/2024	General Fund	Pers Deduction	PERS-RETIREMENT		8,623.93
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		2,892.67
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		17,875.61
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,338.89
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		608.69
0	09/10/2024	General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		10,030.72
0	09/10/2024	General Fund	Pers Deduction	PERS-RETIREMENT		3,028.52
0	09/10/2024	General Fund	Pers Deduction	PERS-RETIREMENT		1,020.49
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		1,140.54
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		6,640.30
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		572.25
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	09/10/2024	General Fund	Pers Benefits	PERS-RETIREMENT		10,498.96
0	09/10/2024	General Fund	Garnishments	STATE DISBURSEMENT UNIT		115.38
					Check Total:	157,150.78

Accounts Payable
Checks for Approval

User: jmurillo
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Preunthens



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
26199	09/10/2024	General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
26200	09/10/2024	Internal Service Fund	Special Departmental Expense	SHERWIN-WILLIAMS CO.	Check Total:	100.00
26201	09/10/2024	Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST	Check Total:	183.43
26202	09/13/2024	General Fund	September 11 Remembrance	DONALD GARCIA	Check Total:	4,823.36
26203	09/13/2024	General Fund	September 11 Remembrance	JLW SOCIAL ENTERPRISES	Check Total:	611.73
					Report Total:	500.00
						6,218.52

Accounts Payable

Checks by Date - Detail by Check Date

User: jmurillo
 Printed: 9/19/2024 2:46 PM



City of
Atwater

Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
ACH	CHA999	CHASE	09/23/2024	
	9042024	A1 Prestons Lock Shop		45.00
	9042024	JamF		332.00
	9042024	TLC Postal Center		266.10
	9042024	Modesto Steel Co		191.20
	9042024	Harrahs		112.86
	9042024	Platt		269.87
	9042024	Platt		1,074.01
	9042024	Lowes		18.92
	9042024	Sun Ridge Systems		440.00
	9042024	StageDrop		186.30
	9042024	The Home Depot		5.12
	9042024	Promotions Now		419.30
	9042024	Positive Promotions		260.85
	9042024	Postal Connections		49.54
	9042024	Vdara Hotel & Spa		315.08
	9042024	Electrify America		10.00
	9042024	Electrify America		10.00
	9042024	Landscape Expo		695.00
	9042024	A1 Prestons Lock Shop		65.00
	9042024	Electrify America		10.00
	9042024	Electrify America		10.00
	9042024	KeyTracker Limited		103.80
	9042024	In-Shape		50.00
	9042024	Walmart		45.63
	9042024	A1 Prestons Lock Shop		36.71
	9042024	Target		59.00
	9042024	TLC Postal Center		43.50
	9042024	PC Nation		504.30
	9042024	Torres Tacos & More		175.55
	9042024	Sun Ridge Systems		1,315.00
	9042024	123Print.com		86.97
	9042024	Craftmaster Hardware		48.66
	9042024	Rubber Stamp Warehouse		163.50
	9042024	California Chaplain Corps		300.00
	9042024	Togo's		50.51
	9042024	EvGo		15.30
	9042024	Government Finance Officers Association		225.00
	9042024	Lowes		51.92
	9042024	Food4Less		559.96
	9042024	Harrahs		112.86
	9042024	Harrahs		112.86
	9042024	FasTrak		7.00
	9042024	Torres Tacos & More		87.68
	9042024	California Police Chiefs Association		155.00
	9042024	Electrify America		25.03
	9042024	Vdara Hotel & Spa		315.08
	9042024	Sun Ridge Systems		1,315.00
	9042024	Starbucks		22.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
9042024		Lowes		1,898.21
9042024		Electrify America		43.90
9042024		Postal Connections		44.71
9042024		California Municipal Treasurers Association		110.00
9042024		Hyatt Hotels & Resorts		1,583.81
9042024		Harrahs		112.86
9042024		Walmart		22.89
9042024		BigLots		12.51
9042024		Hyatt Hotels & Resorts		3,098.64
9042024		Courtyard Marriott		798.35
9042024		Landscape Expo		695.00
9042024		Electrify America		35.50
9042024		Public Treasury Institute		65.00

Total for this ACH Check for Vendor CHA999: 19,295.35

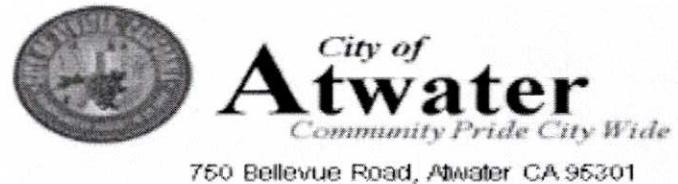
Total for 9/23/2024: 19,295.35

Report Total (1 checks): 19,295.35

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 9/19/2024 - 2:41 PM



750 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	09/23/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.18
0	09/23/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.18
0	09/23/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		40.18
0	09/23/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,313.67
0	09/23/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,313.67
0	09/23/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,313.67
0	09/23/2024	General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		1,275.72
0	09/23/2024	ARPA-American Rescue Plan Act	Osborn Park Renovation	FIRST AMERICAN TITLE COMPANY		37,463.40
0	09/23/2024	Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		585.70
0	09/23/2024	Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		585.70
0	09/23/2024	Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		585.70
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		22.00
0	09/23/2024	General Fund	Office Supplies	CHASE		43.50
0	09/23/2024	General Fund	Memberships & Subscriptions	CHASE		225.00
0	09/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		110.00
0	09/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		315.08
0	09/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		65.00
0	09/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		315.08
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		50.51
0	09/23/2024	General Fund	Travel/Conferences/Meetings	CHASE		3,098.64
0	09/23/2024	General Fund	Office Supplies	CHASE		163.50
0	09/23/2024	General Fund	Office Supplies	CHASE		59.00
0	09/23/2024	General Fund	Professional Services	CHASE		50.00
0	09/23/2024	General Fund	Office Supplies	CHASE		86.97
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		504.30
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		260.85
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		419.30
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		18.92
0	09/23/2024	General Fund	Communications	CHASE		49.54
0	09/23/2024	General Fund	Communications	CHASE		44.71
0	09/23/2024	General Fund	Memberships & Subscriptions	CHASE		155.00
0	09/23/2024	General Fund	Training	CHASE		1,583.81
0	09/23/2024	General Fund	Training	CHASE		1,315.00
0	09/23/2024	General Fund	Training	CHASE		112.86

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	09/23/2024	General Fund	Training	CHASE		1,315.00
0	09/23/2024	General Fund	Training	CHASE		300.00
0	09/23/2024	General Fund	Training	CHASE		112.86
0	09/23/2024	General Fund	Training	CHASE		112.86
0	09/23/2024	General Fund	Training	CHASE		440.00
0	09/23/2024	General Fund	Training	CHASE		112.86
0	09/23/2024	General Fund	Office Supplies	CHASE		12.51
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		48.66
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		103.80
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		5.12
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		1,898.21
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		175.55
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		87.68
0	09/23/2024	General Fund	Special Departmental Expense	CHASE		7.00
0	09/23/2024	General Fund	Community Center Expense	CHASE		186.30
0	09/23/2024	General Fund	Training	CHASE		695.00
0	09/23/2024	General Fund	Training	CHASE		695.00
0	09/23/2024	General Fund	Maint. Buildings & Grounds	CHASE		559.96
0	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CHASE		191.20
0	09/23/2024	Water Enterprise Fund	Office Supplies	CHASE		266.10
0	09/23/2024	Water Enterprise Fund	Travel/Conferences/Meetings	CHASE		798.35
0	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	CHASE		269.87
0	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	CHASE		1,074.01
0	09/23/2024	Internal Service Fund	Special Departmental Expense	CHASE		45.63
0	09/23/2024	Internal Service Fund	Special Departmental Expense	CHASE		22.89
0	09/23/2024	Internal Service Fund	Special Departmental Expense	CHASE		51.92
0	09/23/2024	Internal Service Fund	Special Departmental Expense	CHASE		36.71
0	09/23/2024	Internal Service Fund	Professional Services	CHASE		65.00
0	09/23/2024	Internal Service Fund	Special Departmental Expense	CHASE		45.00
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		10.00
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		10.00
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		43.90
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		35.50
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		25.03
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		10.00
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		10.00
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHASE		15.30
0	09/23/2024	Information Technology Fund	Special Departmental Expense	CHASE		332.00
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		79.00
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		83.12
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		57.80
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		87.10
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		58.72
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		54.79

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		84.38
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		75.93
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		84.00
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		75.97
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		61.84
0	09/23/2024	Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		67.35
					Check Total:	67,723.12
26204	09/23/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		124.66
26204	09/23/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		124.66
26204	09/23/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		124.66
26204	09/23/2024	Water Enterprise Fund	Professional Services	ABS DIRECT INC		45.40
26204	09/23/2024	Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		45.40
26204	09/23/2024	Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		45.40
					Check Total:	510.18
26205	09/23/2024	Internal Service Fund	Professional Services	ADVANCED HEATING & AIR		396.63
					Check Total:	396.63
26206	09/23/2024	General Fund	Special Departmental Expense	AIRGAS USA, LLC		121.21
26206	09/23/2024	General Fund	Special Departmental Expense	AIRGAS USA, LLC		540.66
					Check Total:	661.87
26207	09/23/2024	General Fund	Professional Services	ALLWAYS TOWING LLC		700.00
26207	09/23/2024	General Fund	Professional Services	ALLWAYS TOWING LLC		600.00
26207	09/23/2024	General Fund	Professional Services	ALLWAYS TOWING LLC		600.00
26207	09/23/2024	General Fund	Professional Services	ALLWAYS TOWING LLC		3,200.00
26207	09/23/2024	General Fund	Professional Services	ALLWAYS TOWING LLC		700.00
26207	09/23/2024	General Fund	Professional Services	ALLWAYS TOWING LLC		280.00
					Check Total:	6,080.00
26208	09/23/2024	Water Enterprise Fund	Special Departmental Expense	AM CONSTRUCTION SUPPLY, INC.		326.24
					Check Total:	326.24
26209	09/23/2024	Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		38.97
					Check Total:	38.97
26210	09/23/2024	General Fund	Communications	AT&T		219.35
					Check Total:	219.35
26211	09/23/2024	General Fund	Communications	AT&T CALNET		286.21
26211	09/23/2024	General Fund	Communications	AT&T CALNET		166.47

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26211	09/23/2024	Water Enterprise Fund	Communications	AT&T CALNET		333.07
26211	09/23/2024	Sewer Enterprise Fund	Communications	AT&T CALNET		516.21
26211	09/23/2024	Internal Service Fund	Communications	AT&T CALNET		594.97
					Check Total:	1,896.93
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		1,714.74
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		280.38
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		826.02
26212	09/23/2024	Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		90.10
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		80.48
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		885.28
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		130.34
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		130.34
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		175.39
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		215.63
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		90.10
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		130.34
26212	09/23/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		45.05
26212	09/23/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		130.34
26212	09/23/2024	Internal Service Fund	Communications	AT&T MOBILITY		45.05
26212	09/23/2024	Information Technology Fund	Communications	AT&T MOBILITY		45.05
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		43.94
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		43.94
26212	09/23/2024	General Fund	Communications	AT&T MOBILITY		87.88
26212	09/23/2024	Gas Tax/Street Improvement	Communications	AT&T MOBILITY		263.64
26212	09/23/2024	Water Enterprise Fund	Communications	AT&T MOBILITY		527.28
26212	09/23/2024	Sewer Enterprise Fund	Communications	AT&T MOBILITY		483.34
26212	09/23/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.94
26212	09/23/2024	Internal Service Fund	Communications	AT&T MOBILITY		43.94
26212	09/23/2024	Information Technology Fund	Communications	AT&T MOBILITY		129.46
					Check Total:	6,681.99
26213	09/23/2024	General Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
26213	09/23/2024	Water Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
					Check Total:	260.00
26214	09/23/2024	Gas Tax/Street Improvement	Professional Services	ATWATER ELECTRIC		3,880.00
					Check Total:	3,880.00
26215	09/23/2024	Internal Service Fund	Operations & Maintenance	ATWATER TINT		300.00
					Check Total:	300.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26216	09/23/2024	General Fund	Business License Tax	EVERARDO AVELAR		60.00
26217	09/23/2024	General Fund	Training	FAITH AVILA	Check Total:	60.00
26218	09/23/2024	General Fund	Professional Services	BADAWI & ASSOCIATES	Check Total:	432.44
26219	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY	Check Total:	15,817.50
26219	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		33.93
26219	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		25.50
26219	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		55.25
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		23.44
26219	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		35.56
26219	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		76.22
26219	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		59.42
26219	09/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		19.38
26219	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		8.72
26219	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		97.66
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		8.40
26219	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		238.28
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		44.30
26219	09/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		32.31
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		394.91
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		33.91
26219	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		31.81
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		50.15
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		17.67
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		26.39
26219	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		104.60
26219	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		51.37
26219	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		149.03
26219	09/23/2024	Water Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		18.30
26219	09/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.36
26219	09/23/2024	General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		31.01
26219	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		139.92
26220	09/23/2024	Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES	Check Total:	1,819.80
26221	09/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES	Check Total:	57.75
						213.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26221	09/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26221	09/23/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		327.04
26221	09/23/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,598.44
26221	09/23/2024	Water Enterprise Fund	Special Departmental Expense	BSK ASSOCIATES		26.63
26221	09/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
26221	09/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
26221	09/23/2024	Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
26221	09/23/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
26221	09/23/2024	1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
					Check Total:	5,563.40
26222	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		54.93
26222	09/23/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		96.79
26222	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		21.54
26222	09/23/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		159.47
26222	09/23/2024	General Fund	Professional Services	CAL FARM SERVICES		120.00
26222	09/23/2024	General Fund	Special Departmental Expense	CAL FARM SERVICES		24.78
					Check Total:	477.51
26223	09/23/2024	Water Enterprise Fund	Accounts Payable	CENTRAL VALLEY PROPERTY MANAGEMENT		183.30
					Check Total:	183.30
26224	09/23/2024	Gas Tax/Street Improvement	Professional Services	CENTRAL VALLEY TREES AND LANDSCAPE S		2,500.00
26224	09/23/2024	Gas Tax/Street Improvement	Professional Services	CENTRAL VALLEY TREES AND LANDSCAPE S		4,345.00
					Check Total:	6,845.00
26225	09/23/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
26225	09/23/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
26225	09/23/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
26225	09/23/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.38
26225	09/23/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		40.55
26225	09/23/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		72.98
26225	09/23/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.54
26225	09/23/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.93
26225	09/23/2024	Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.35
26225	09/23/2024	Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		14.04
26225	09/23/2024	General Fund	Uniform & Clothing Expense	CINTAS CORP		38.38
26225	09/23/2024	Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		67.95
26225	09/23/2024	Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		33.59
26225	09/23/2024	Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.54
					Check Total:	593.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26226	09/23/2024	General Fund	Training	CITY OF FRESNO		593.00
26226	09/23/2024	General Fund	Training	CITY OF FRESNO		593.00
26226	09/23/2024	General Fund	Training	CITY OF FRESNO		593.00
26226	09/23/2024	General Fund	Training	CITY OF FRESNO		593.00
26226	09/23/2024	General Fund	Training	CITY OF FRESNO		593.00
					Check Total:	2,965.00
26227	09/23/2024	Internal Service Fund	Communications	COMCAST		2,393.34
					Check Total:	2,393.34
26228	09/23/2024	Internal Service Fund	Communications	COMCAST		262.61
					Check Total:	262.61
26229	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		595.38
26229	09/23/2024	General Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		479.53
26229	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		52.18
					Check Total:	1,127.09
26230	09/23/2024	Public Safety Trans & Use Tax	Machinery & Equipment	COOK'S COMMUNICATIONS		984.96
26230	09/23/2024	Public Safety Trans & Use Tax	Machinery & Equipment	COOK'S COMMUNICATIONS		921.88
26230	09/23/2024	General Fund	Communications	COOK'S COMMUNICATIONS		160.00
26230	09/23/2024	General Fund	Communications	COOK'S COMMUNICATIONS		88.85
26230	09/23/2024	General Fund	Communications	COOK'S COMMUNICATIONS		260.96
					Check Total:	2,416.65
26231	09/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
26231	09/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
26231	09/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26231	09/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26231	09/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26231	09/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		52.00
26231	09/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		34.00
26231	09/23/2024	Internal Service Fund	Professional Services	D & D PEST CONTROL		40.00
					Check Total:	320.00
26232	09/23/2024	Information Technology Fund	Professional Services	DATA PATH		8,321.00
26232	09/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,617.50
26232	09/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
26232	09/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		730.00
26232	09/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		830.00
26232	09/23/2024	Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,831.00
26232	09/23/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	DATA PATH		900.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26232	09/23/2024	Information Technology Fund	Special Departmental Expense	DATA PATH		338.32
26233	09/23/2024	Internal Service Fund	Operations & Maintenance	ELITE IRON FENCING	Check Total:	17,656.82
26233	09/23/2024	Internal Service Fund	Operations & Maintenance	ELITE IRON FENCING		2,640.00
26233	09/23/2024	Internal Service Fund	Special Departmental Expense	ELITE IRON FENCING		1,740.00
26234	09/23/2024	General Fund	Uniform & Clothing Expense	ELITE UNIFORMS	Check Total:	5,925.00
26235	09/23/2024	General Fund	Business License Tax	EMANUELS DESIGNS		162.36
26236	09/23/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	FACILITY DESIGNS INC	Check Total:	9.00
26236	09/23/2024	ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	FACILITY DESIGNS INC		2,506.69
26237	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY	Check Total:	10,382.81
26237	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		1,770.36
26237	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		269.06
26237	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		145.05
26237	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		428.36
26238	09/23/2024	General Fund	Professional Services	FENCE BUILDERS INC.	Check Total:	2,800.00
26239	09/23/2024	Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS	Check Total:	2,612.83
26240	09/23/2024	General Fund	Business License Tax	FIVE STAR BUILDERS	Check Total:	1,125.56
26240	09/23/2024	General Fund	Business License Tax	FIVE STAR BUILDERS		60.00
26240	09/23/2024	General Fund	SB 1186 Fees-Business License	FIVE STAR BUILDERS		9.00
26241	09/23/2024	Internal Service Fund	Operations & Maintenance	FORD PRO	Check Total:	4.00
26242	09/23/2024	General Fund	Professional Services	FOSTER & FOSTER, INC.	Check Total:	746.36
					Check Total:	2,100.00
					Check Total:	2,100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26243	09/23/2024	General Fund	Various Classes	GARYS RENT-A-CAN INC		613.48
26244	09/23/2024	SB1-Road Maint & Rehab RMRA	Project Retention	GEORGE REED INC	Check Total:	613.48
26244	09/23/2024	SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	GEORGE REED INC		-45,254.66
						905,093.10
26245	09/23/2024	Water Enterprise Fund	Special Departmental Expense	GRAINGER	Check Total:	859,838.44
						1,741.09
26246	09/23/2024	Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC	Check Total:	1,741.09
26246	09/23/2024	Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC		1,267.13
						349.68
26247	09/23/2024	General Fund	Special Departmental Expense	HORIZON	Check Total:	1,616.81
26247	09/23/2024	General Fund	Special Departmental Expense	HORIZON		162.36
						279.06
26248	09/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE	Check Total:	441.42
26248	09/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
26248	09/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
26248	09/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
26248	09/23/2024	Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
26248	09/23/2024	Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
26248	09/23/2024	Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
26248	09/23/2024	Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
26248	09/23/2024	Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
26248	09/23/2024	Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
26248	09/23/2024	Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
26248	09/23/2024	Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
26248	09/23/2024	Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
26248	09/23/2024	Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
26248	09/23/2024	Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
26248	09/23/2024	Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
26248	09/23/2024	Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
26248	09/23/2024	Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
26248	09/23/2024	Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
26248	09/23/2024	Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
26249	09/23/2024	Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS	Check Total:	10,370.85
						28.02
					Check Total:	28.02

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26250	09/23/2024	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		8.25
26250	09/23/2024	General Fund	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
				Check Total:		968.25
26251	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		28.84
26251	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		43.48
				Check Total:		72.32
26252	09/23/2024	General Fund	Men's Summer Softball	MCNAMARA SPORTS		480.89
				Check Total:		480.89
26253	09/23/2024	General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
26253	09/23/2024	General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		245.00
26253	09/23/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		84.00
26253	09/23/2024	General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		375.00
26253	09/23/2024	General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		550.00
26253	09/23/2024	General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		224.00
				Check Total:		1,758.00
26254	09/23/2024	General Fund	Utilities	MERCED IRRIGATION DISTRICT		1,242.58
26254	09/23/2024	Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		984.52
26254	09/23/2024	Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		216.86
26254	09/23/2024	Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		116.96
26254	09/23/2024	Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		509.32
26254	09/23/2024	Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		59.77
26254	09/23/2024	Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		72.28
26254	09/23/2024	Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		36.14
26254	09/23/2024	Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		72.28
26254	09/23/2024	Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		329.35
26254	09/23/2024	Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.92
26254	09/23/2024	America West LD	Utilities	MERCED IRRIGATION DISTRICT		160.25
26254	09/23/2024	Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		355.47
26254	09/23/2024	Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.92
26254	09/23/2024	Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		445.96
26254	09/23/2024	Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		685.39
26254	09/23/2024	Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		596.01
26254	09/23/2024	Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		258.24
26254	09/23/2024	Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		373.75
26254	09/23/2024	Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		19.92
26254	09/23/2024	Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		405.11
26254	09/23/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		698.04
26254	09/23/2024	Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		6,530.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41,208.97
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26255	09/23/2024	Internal Service Fund	Operations & Maintenance	MERCED SMOG CENTER		41.75
26256	09/23/2024	Internal Service Fund	Professional Services	MISTER CAR WASH		604.50
26257	09/23/2024	General Fund	Castle Park Deposits	MT. OLIVE MISSIONARY BAPTIST CHURCH		1,088.00
26257	09/23/2024	General Fund	Castle Park Rental	MT. OLIVE MISSIONARY BAPTIST CHURCH		200.00
26258	09/23/2024	Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		400.00
26259	09/23/2024	Internal Service Fund	Operations & Maintenance	NVB EQUIPMENT INC		2,743.05
26260	09/23/2024	General Fund	Special Departmental Expense	OLD TOWN ATWATER		4.51
26261	09/23/2024	General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		1,500.00
26261	09/23/2024	Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		32.61
26261	09/23/2024	Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		43.48
26261	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		13.85
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		26.62
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		136.96
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		30.44
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		49.66
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		180.67

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		177.43
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		590.83
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		103.99
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		73.72
26261	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		290.78
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		519.16
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		63.90
26261	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		9.79
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-23.31
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		52.18
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		37.26
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		630.74
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		77.22
26261	09/23/2024	Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		169.44
					Check Total:	3,287.42
26262	09/23/2024	Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		132.91
26262	09/23/2024	Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		80,325.43
26262	09/23/2024	Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		249.41
					Check Total:	80,707.75
26263	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	PACIFIC WATER RESOURCES		3,781.88
					Check Total:	3,781.88
26264	09/23/2024	General Fund	Training	SAM PARKS		89.00
					Check Total:	89.00
26265	09/23/2024	Water Enterprise Fund	Special Departmental Expense	POLLARDWATER		596.98
					Check Total:	596.98
26266	09/23/2024	General Fund	Office Supplies	QUADIENT, INC.		114.00
					Check Total:	114.00
26267	09/23/2024	Internal Service Fund	Professional Services	RAZZARI DODGE CHRYSLER JEEP RAM		7,800.00
26267	09/23/2024	Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		1,818.60
					Check Total:	9,618.60
26268	09/23/2024	Internal Service Fund	Professional Services	RAZZARI FORD\MAZDA		109.50
26268	09/23/2024	Internal Service Fund	Operations & Maintenance	RAZZARI FORD\MAZDA		32.82
					Check Total:	142.32
26269	09/23/2024	General Fund	Professional Services	REWORLD SOLUTIONS LLC		429.10

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26270	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE	Check Total:	429.10
						3,214.93
26271	09/23/2024	General Fund	Community Center Deposits	SANTOK SAMRA	Check Total:	3,214.93
26271	09/23/2024	General Fund	Community Center Deposits	SANTOK SAMRA		210.00
						350.00
26272	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	SASE COMPANY, INC.	Check Total:	560.00
						154.49
26273	09/23/2024	Public Safety Trans & Use Tax	Reserve Fire Fighter Program	SCOTT'S PPE RECON, INC.	Check Total:	154.49
						140.00
26274	09/23/2024	CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES	Check Total:	140.00
26274	09/23/2024	CDBG Program Income	Activity Deliv (Rehab)	SELF-HELP ENTERPRISES		931.38
26274	09/23/2024	CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		1,445.46
26274	09/23/2024	CDBG Program Income	Activity Deliv (Rehab)	SELF-HELP ENTERPRISES		1,997.26
						3,508.89
26275	09/23/2024	Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.	Check Total:	7,882.99
						8,135.95
26276	09/23/2024	General Fund	Uniform & Clothing Expense	DAYTON SNYDER	Check Total:	28.00
						28.00
26277	09/23/2024	General Fund	Training	SOUTH BAY REGIONAL TRAINING CENTER	Check Total:	541.00
26277	09/23/2024	General Fund	Training	SOUTH BAY REGIONAL TRAINING CENTER		541.00
26278	09/23/2024	Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC	Check Total:	1,082.00
						1,845.00
26279	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	STEPPING STONE NURSERY	Check Total:	1,845.00
						3,606.82
26280	09/23/2024	Information Technology Fund	Special Departmental Expense	STOREY PRODUCTS	Check Total:	3,606.82
						100.00
26281	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	SUNBELT RENTALS INC	Check Total:	100.00
						179.44

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26282	09/23/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		179.44
26282	09/23/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,016.51
26282	09/23/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,885.42
26282	09/23/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,695.47
26282	09/23/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,393.74
26282	09/23/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,509.89
26282	09/23/2024	Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,204.04
				Check Total:		
26283	09/23/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		8,705.07
26283	09/23/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		5,083.48
26283	09/23/2024	Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		15,599.07
26283	09/23/2024	Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		4,290.14
				TERRAFORM PHOENIX II ARCADIA HOLDING		2,555.76
				Check Total:		
26284	09/23/2024	Water Enterprise Fund	Professional Services	TESCO CONTROLS, INC.		27,528.45
				TESCO CONTROLS, INC.		3,864.91
				Check Total:		
26285	09/23/2024	General Fund	Office Supplies	TLC POSTAL CENTER		3,864.91
				TLC POSTAL CENTER		48.94
				Check Total:		
26286	09/23/2024	General Fund	Castle Park Deposits	GLORIA TORRES		48.94
				GLORIA TORRES		200.00
				Check Total:		
26287	09/23/2024	Internal Service Fund	Professional Services	TRANE U.S. INC.		200.00
				TRANE U.S. INC.		3,297.00
				Check Total:		
26288	09/23/2024	Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		3,297.00
				TRIPP SECURITY SYSTEMS		33.00
				Check Total:		
26289	09/23/2024	General Fund	Rents & Leases	UBEOWEST LLC		33.00
				UBEOWEST LLC		336.57
				Check Total:		
26290	09/23/2024	General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		336.57
				US BANK EQUIPMENT FINANCE		156.94
				Check Total:		
26291	09/23/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		156.94
26291	09/23/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
26291	09/23/2024	Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
				VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26292	09/23/2024	Internal Service Fund	Operations & Maintenance	VAN DE POL		3,000.00
					Check Total:	14,432.80
26293	09/23/2024	Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		14,432.80
					Check Total:	159,195.67
26294	09/23/2024	General Fund	Communications	VERIZON WIRELESS		342.09
26294	09/23/2024	General Fund	Communications	VERIZON WIRELESS		760.20
26294	09/23/2024	General Fund	Communications	VERIZON WIRELESS		38.01
26294	09/23/2024	General Fund	Communications	VERIZON WIRELESS		51.68
26294	09/23/2024	Water Enterprise Fund	Communications	VERIZON WIRELESS		52.06
26294	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
26294	09/23/2024	Sewer Enterprise Fund	Communications	VERIZON WIRELESS		52.06
26294	09/23/2024	Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
26294	09/23/2024	Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
26294	09/23/2024	Internal Service Fund	Utilities	VERIZON WIRELESS		80.02
					Check Total:	1,494.15
26295	09/23/2024	Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		2,261.87
					Check Total:	2,261.87
26296	09/23/2024	General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		3,806.79
26296	09/23/2024	Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		493.21
					Check Total:	4,300.00
26297	09/23/2024	General Fund	Maint. Buildings & Grounds	WARD ENTERPRISES		130.39
26297	09/23/2024	General Fund	Special Departmental Expense	WARD ENTERPRISES		263.34
					Check Total:	393.73
26298	09/23/2024	General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		5.90
26298	09/23/2024	General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		89.85
26298	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		17.44
26298	09/23/2024	Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		75.72
26298	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		29.60
					Check Total:	218.51
26299	09/23/2024	General Fund	Professional Services	WBCP INC		2,725.14
					Check Total:	2,725.14

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26300	09/23/2024	Internal Service Fund	Utilities	WEST COAST GAS CO. INC.		29.97
				Check Total:		29.97
26301	09/23/2024	Northwood Village LD	Professional Services	WILLDAN FINANCIAL SERVICES		366.91
26301	09/23/2024	Orchard Park Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		305.77
26301	09/23/2024	Wildwood Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		111.39
26301	09/23/2024	Woodview Garland LA	Professional Services	WILLDAN FINANCIAL SERVICES		67.71
26301	09/23/2024	Shaffer Lakes West LD	Professional Services	WILLDAN FINANCIAL SERVICES		163.81
26301	09/23/2024	Woodhaven LD	Professional Services	WILLDAN FINANCIAL SERVICES		100.47
26301	09/23/2024	Sierra Parks LD	Professional Services	WILLDAN FINANCIAL SERVICES		76.44
26301	09/23/2024	Shaffer Lakes East LD	Professional Services	WILLDAN FINANCIAL SERVICES		683.61
26301	09/23/2024	Price Annexation LD	Professional Services	WILLDAN FINANCIAL SERVICES		2,063.95
26301	09/23/2024	Price Annexation LMA	Professional Services	WILLDAN FINANCIAL SERVICES		2,061.76
26301	09/23/2024	Sandlewood Square LD	Professional Services	WILLDAN FINANCIAL SERVICES		229.33
26301	09/23/2024	Sandlewood Square LMA	Professional Services	WILLDAN FINANCIAL SERVICES		229.33
26301	09/23/2024	Pajaro Dunes LD	Professional Services	WILLDAN FINANCIAL SERVICES		126.68
26301	09/23/2024	Pajaro Dunes LMA	Professional Services	WILLDAN FINANCIAL SERVICES		126.68
26301	09/23/2024	Redwood Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		255.54
26301	09/23/2024	Redwood Estates LMA	Professional Services	WILLDAN FINANCIAL SERVICES		233.70
26301	09/23/2024	Cottage Gardens LD	Professional Services	WILLDAN FINANCIAL SERVICES		30.58
26301	09/23/2024	Cottage Gardens ST & LMA	Professional Services	WILLDAN FINANCIAL SERVICES		30.58
26301	09/23/2024	Airport Business Park LD	Professional Services	WILLDAN FINANCIAL SERVICES		39.31
26301	09/23/2024	Silva Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		327.61
26301	09/23/2024	Silva Ranch LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		327.61
26301	09/23/2024	Mello Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		329.79
26301	09/23/2024	Mello Ranch LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		329.79
26301	09/23/2024	Camellia Estates LD	Professional Services	WILLDAN FINANCIAL SERVICES		82.99
26301	09/23/2024	Juniper Meadows LD	Professional Services	WILLDAN FINANCIAL SERVICES		10.92
26301	09/23/2024	Juniper Meadows LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		10.92
26301	09/23/2024	Camellia Meadows LD	Professional Services	WILLDAN FINANCIAL SERVICES		67.71
26301	09/23/2024	Camellia Meadows LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		67.71
26301	09/23/2024	Stone Creek LD	Professional Services	WILLDAN FINANCIAL SERVICES		408.42
26301	09/23/2024	Stone Creek LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		408.42
26301	09/23/2024	America West LD	Professional Services	WILLDAN FINANCIAL SERVICES		28.39
26301	09/23/2024	America West LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		28.39
26301	09/23/2024	Bell Crossing LD	Professional Services	WILLDAN FINANCIAL SERVICES		410.61
26301	09/23/2024	Bell Crossing LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		410.61
26301	09/23/2024	Atwater South LD	Professional Services	WILLDAN FINANCIAL SERVICES		329.79
26301	09/23/2024	Atwater South LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		329.79
26301	09/23/2024	Beluga Court LD	Professional Services	WILLDAN FINANCIAL SERVICES		10.92
26301	09/23/2024	Mello Ranch 2 LD	Professional Services	WILLDAN FINANCIAL SERVICES		283.93
26301	09/23/2024	Mello Ranch 2 LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		283.93
26301	09/23/2024	Meadow View LD	Professional Services	WILLDAN FINANCIAL SERVICES		279.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
26301	09/23/2024	Meadow View LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		279.56
26301	09/23/2024	Aspenwood LD	Professional Services	WILLDAN FINANCIAL SERVICES		82.99
26301	09/23/2024	Aspenwood Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		82.99
26301	09/23/2024	Applegate Ranch LD	Professional Services	WILLDAN FINANCIAL SERVICES		30.58
26301	09/23/2024	Applegate Ranch Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		30.58
26301	09/23/2024	Reserve LD	Professional Services	WILLDAN FINANCIAL SERVICES		43.68
26301	09/23/2024	Reserve Lndscp	Professional Services	WILLDAN FINANCIAL SERVICES		43.68
26301	09/23/2024	Simon Annexation LD	Professional Services	WILLDAN FINANCIAL SERVICES		7.10
26301	09/23/2024	Simon Annexation LNDSCP	Professional Services	WILLDAN FINANCIAL SERVICES		7.10
				Check Total:		12,679.62
26302	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		8.18
26302	09/23/2024	Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		6.78
26302	09/23/2024	Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		28.00
26302	09/23/2024	General Fund	Special Departmental Expense	WINTON HARDWARE		17.22
26302	09/23/2024	Gas Tax/Street Improvement	Special Departmental Expense	WINTON HARDWARE		7.53
26302	09/23/2024	Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		26.92
				Check Total:		94.63
26303	09/23/2024	General Fund	Community Center Deposits	MAJORIE ZANDERS		210.00
26303	09/23/2024	General Fund	Community Center Deposits	MAJORIE ZANDERS		210.00
				Check Total:		420.00
				Report Total:		1,446,002.89



CITY OF ATWATER

REGULAR MEETING AUDIT AND FINANCE COMMITTEE

ACTION MINUTES

June 24, 2024

The City of Atwater Audit and Finance Committee met in Regular Session this date at 4:40 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Committee Chair Ambriz presiding.

PLEDGE OF ALLEGIANCE OF THE FLAG: *Deferred to Regular Council Meeting.*

ROLL CALL:

Present: *Committee Chair Ambriz, Committee Member Borba*

Absent: *Committee Vice Chair Button*

Staff Present: *Interim City Manager Thompson, Finance Director Nicholas, Administrative Assistant Peralta*

SUBSEQUENT NEED ITEMS:

None to report.

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: *Committee Member Borba moved to approve the agenda as posted. The motion was seconded by Committee Chair Ambriz and the vote was: Ayes: Ambriz, Borba; Absent: Button; Noes: None. The motion passed.*

MINUTES:

Nomination and Appointment of Audit and Finance Committee Chairperson

The item was removed due to lack of quorum.

Nomination and Appointment of Audit and Finance Committee Vice Chairperson

The item was removed due to lack of quorum.

March 25, 2024 – Regular meeting

MOTION: *Committee Member Borba moved to approve the minutes as listed. The motion was seconded by Committee Chair Ambriz and the vote was: Ayes: Ambriz, Borba; Absent: Button; Noes: None. The motion passed.*

FUNDING AND BUDGET MATTERS:

Treasurer's Report for the months ending May 31, 2024 (City Treasurer Borba)

The item was removed due to lack of quorum.

REPORTS AND PRESENTATIONS FROM STAFF:

Verbal presentation regarding 4th Quarter 2023 Report on Sales Tax and Business Activity for the City of Atwater (Finance Director Nicholas)

Finance Director Nicholas combined item with verbal update.

FINANCE DIRECTOR UPDATES:

Finance Director Verbal Updates

Finance Director Nicholas gave a financial update on future projects.

Interim City Manager Thompson spoke regarding infrastructure projects and funding.

COMMENTS FROM THE PUBLIC:

No one came forward to speak.

COMMITTEE MEMBER COMMENTS:

Committee Member Borba had nothing to report.

Committee Chair Ambriz thanked the City staff.

ADJOURNMENT:

Committee Chair Ambriz adjourned the meeting at 4:49 PM.

APPROVED:



DANNY AMBRIZ
COMMITTEE CHAIR

ATTEST:



GISELA PERALTA
RECORDING SECRETARY



CITY OF ATWATER

CITIZENS' OVERSIGHT COMMITTEE FOR PUBLIC SAFETY TRANSACTIONS AND USE TAX

ACTION MINUTES

June 11, 2024

REGULAR SESSION: (Council Chambers)

The City of Atwater Citizens' Oversight Committee for Public Safety Transactions and Use Tax met in Regular Session this date at 5:31 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 Vice Chairperson Santos.

ROLL CALL:

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

SUBSEQUENT NEED ITEMS: **None.**

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: Chairperson Kindred-Winzer moved to approve the agenda as posted. The motion was seconded by Vice Chairperson Santos and the vote was: Ayes:

Perez, Price, Santos, Kindred-Winzer; Noes: None; Absent: Ingram. The motion passed.

MINUTES:

March 12, 2024 – Regular Meeting

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

REPORTS AND PRESENTATIONS FROM STAFF:

Verbal Financial report (Finance Director Nicholas)

Finance Director Nicholas provided a verbal update on the general ledger budget status.

Committee Member Price spoke regarding Measure B funds.

Committee Member Perez expressed concerns about having updates on funds.

Chairperson Kindred-Winzer spoke regarding the role of the Citizens' Oversight Committee.

Interim City Manager Thompson clarified the use of funds.

Verbal Police Department Update (Police Chief Salvador)

Police Chief Salvador gave a verbal update on the Atwater Police Department statistics and equipment.

Vice Chairperson Santos asked a question regarding Griffin Structures.

Interim City Manager Thompson provided clarification.

Committee Member Price asked about Community Facilities Districts (CFD) funds and employment.

Police Chief Salvador provided clarification.

Verbal Fire Department Update (CAL FIRE Battalion Chief Ayuso)

CAL FIRE Battalion Chief Ayuso provided a verbal update on the Atwater Fire Department.

Vice Chairperson Santos thanked CAL FIRE Battalion Chief Ayuso for answering his questions and for the update.

Committee Member Price asked about the process for strike teams.

CAL FIRE Battalion Chief Ayuso provided clarification.

Verbal update (Interim City Manager Thompson)

Interim City Manager Thompson spoke about funds, ADA, and the future of the committee.

Committee Member Price spoke about possible responsibilities of the Citizen's Oversight Committee.

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

Linda Dash asked about the Atwater Police Department personnel funding.

Chairperson Kindred-Winzer closed the Public Comment.

COMMITTEE MATTERS:

Committee member comments

Committee Member Price expressed his gratitude to the committee, staff, and his hopes for the future.

Committee Member Perez welcomed Committee Member Price and thanked staff for the open dialogue.

Vice Chairperson Santos welcomed Committee Member Price and invites the community to reach out to committee members with concerns.

Chairperson Kindred-Winzer welcomed Committee Member Price and spoke regarding the positives of the committee's future.

ADJOURNMENT:

Chairperson Kindred-Winzer adjourned the meeting at 6:47 PM.

APPROVED:

Rosa M Kindred-Winzer

ROSA KINDRED-WINZER
CHAIRPERSON

ATTEST:

GISela Peralta

GISELA PERALTA
RECORDING SECRETARY



CITY OF ATWATER

PLANNING COMMISSION

ACTION MINUTES

July 17, 2024

REGULAR SESSION: (Council Chambers)

The Planning Commission 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;

INVOCATION:

Invocation by Chaplain McClellan

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Vice Chair Sanchez-Garcia

ROLL CALL:

Present: *Planning Commission Members Kadach, Mokha, Sanchez-Garcia, and Sanders.*

Absent: *Chair Borgwardt*

Staff Present: *Chief Salvador, City Manager Hoem, Deputy City Manager Thompson, Lieutenant Novetzke, Recording Secretary Rashad.*

SUBSEQUENT NEED ITEMS:

None

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: Planning Commission Member Mokha moved to approve the agenda. The motion was seconded by Planning Commission Member Sanders and the vote was: Ayes: Planning Commission Members Mokha, Sanders, Kadach and Sanchez-Garcia; Noes: None; Absent: Chair Borgwardt. The motion passed.

APPROVAL OF MINUTES:

a) June 20, 2024 – Regular Meeting

MOTION: Planning Commission Member Kadach moved to approve the minutes. The motion was seconded by Planning Commission Member Mokha and the vote was: Ayes: Planning Commission Members Sanders, Kadach, Mokha, and Sanchez-Garcia; Noes: None; Absent: Chair Borgwardt. The motion passed.

PETITIONS AND COMMUNICATIONS:

Public hearing to consider approving a request from Atwater H.S. for a homecoming parade and temporary road closure.

Deputy City Manager Thompson provided background on this project.

Vice Chair Sanchez-Garcia opened the public hearing.

Applicant Nathan Braga spoke on the project.

No one else came forward to speak.

Vice Chair Sanchez-Garcia closed the public hearing.

MOTION: Planning Commission Member Kadach moved to approve the request from the Atwater High School for a homecoming parade on September 13, 2024, at 3:30pm with a temporary road closure. The motion was seconded by Planning Commission Member Sanders and the vote was: Ayes: Planning Commission Members Kadach, Mokha, Sanders, and Sanchez-Garcia; Noes: None; Absent: Chair Borgwardt. The motion passed.

PUBLIC HEARINGS:

Public hearing to recommend that the City Council of the City of Atwater adopt an Initial Study and Mitigated Negative Declaration in accordance with California Environmental Quality Act (CEQA) for the project; and approve a Tentative Parcel Map, General Plan Amendment, Zone Change, Variance and Site Plan located on the northwest corner of Sunset Drive and Matthew Drive, Atwater (APN 056-540-004).

(Applicant: Apex Investment Group, LLC)

Deputy City Manager Thompson provided background on this project.

Vice Chair Sanchez-Garcia opened the public hearing.

Adam Reed spoke on behalf of the applicant Moe Jawad regarding the project.

No one else came forward to speak.

Vice Chair Sanchez-Garcia closed the public hearing.

MOTION: Planning Commission Member Sanders moved to approve the request from the Atwater High School for a homecoming parade on September 13, 2024, at 3:30pm with a temporary road closure. The motion was seconded by Planning Commission Member Mokha, and the vote was: Ayes: Planning Commission Members Kadach, Mokha, Sanders, and Sanchez-Garcia; Noes: None; Absent: Chair Borgwardt. The motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Deputy City Manager / Community Development Director Updates.

Deputy City Manager Thompson introduced the new City Manager, Chris Hoem.

COMMENTS FROM THE PUBLIC:

Vice Chair Sanchez-Garcia opened the Public Comment.

Notice to the public was read.

No one else came forward to speak.

Vice Chair Sanchez-Garcia closed the public comment.

COMMISSIONER MATTERS:

Planning Commission Member Mokha expressed his excitement for the project just approved under Resolution No. 0238-23.

Planning Commission Member Sanders inquired about any new upcoming planning commission member trainings.

ADJOURNMENT:

Vice Chair Sanchez-Garcia adjourned the meeting at 6:25 PM.



Don Borgwardt, Chair

By: Kayla Rashad
Recording Secretary



CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

September 9, 2024

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 Pastor Rich Miller.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by City Council Member Button

ROLL CALL: (City Council)

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

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

SUBSEQUENT NEED ITEMS: **None**

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

MOTION: City Council Member Cale moved to approve the agenda 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.

CEREMONIAL MATTERS:

Certificate of Recognition - Julio Gutierrez

That City Council Member Cale on behalf of the City Council recognize Julio Gutierrez for raising funds for a backpack drive for over 60 children.

CONSENT CALENDAR:

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

No one came forward to speak.

Mayor Nelson closed the public comment.

MOTION: ***Mayor Pro Tem Raymond 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.***

WARRANTS:

1. September 9, 2024

ACTION: ***Approval of warrants as listed.***

MINUTES: (City Council)

2. a.) August 12, 2024 – Regular meeting
b.) August 26, 2024 – Regular meeting

ACTION: ***Approval of minutes as listed.***

AGREEMENTS:

3. Approving a Purchase Agreement (Purchase Order) with Calgon Carbon for Granulated Activated Carbon Exchange at Central Site (Public Works Director Vinson)

ACTION: ***Approving a Purchase Agreement (Purchase Order) to Calgon Carbon of Moon Township, Pennsylvania for Granulated Activated Carbon (GAC) Exchange at Central Site, in an amount not to exceed \$91,590; and authorizes and directs the City Manager or his designee to execute the Agreement (Purchase Order) on behalf of the City.***

4. Approving Change Order to Purchase Agreement (Purchase Order) with Tesco Controls, Inc of Sacramento, California for a Control Panel for the Future Storm Pond/Basin for Lower Shaffer Drainage Project (Public Works Director Vinson)

ACTION: Approving Change Order No. 1 to Tesco Controls, Inc of Sacramento, California for a control panel for the future storm pond/basin for the Lower Shaffer Drainage Project, in an amount not to exceed \$1,965.00; and authorize and direct the City Manager, or designee, to execute the Change Order on behalf of the City.

5. Approving a Construction Agreement with Champion Courts, Inc. for the Resurfacing of the Tennis Courts at Osborn Park (Public Works Director Vinson)

ACTION: Adoption of Resolution No. 3485-24, Approving a Construction Agreement, in a form approved by the City Attorney, to Champion Courts, Inc. of West Sacramento, California, for the resurfacing of two tennis courts in Osborn Park, City Project 24-11, in an amount not to exceed \$29,300.00 and authorize construction contract change orders up to an aggregate amount of \$2,930.00 (10%); and authorize and direct the City Manager to execute all contract documents on behalf of the City.

REPORTS AND PRESENTATIONS FROM STAFF:

Rejection of all Bids related to the Downtown Pedestrian Improvement Project- Phase II Bid Opening on August 20, 2024 (Deputy City Manager Thompson)

Deputy City Manager Thompson provided background information on this item.

Mayor Nelson opened public comment regarding this item.

No one came forward to speak.

Mayor Nelson closed public comment.

CITY MANAGER REPORTS/UPDATES:

Updates from the Office of the City Manager

City Manager Hoem reported the following:

- ***Upcoming updates to the City camping code***
- ***Release of the Request for Proposals for Cost Allocation Plan, Development Impact Fee Study, and Comprehensive User Fee Study***

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.

Michael Thurber spoke regarding trash service.

Kory Billings spoke regarding the Annual Senior Day that will be held on Tuesday, September 17, 2024 at the Atwater Community Center.

Mayor Nelson closed the public comment.

CITY COUNCIL REPORTS/UPDATES:

City Council comments

City Council Member Button spoke regarding the Osborn Park Community Workshop on Thursday evening.

Mayor Pro Tem Raymond spoke regarding sports teams.

City Council Member Ambriz thanked staff for their quick responses.

City Council Member Cale spoke regarding the upcoming National Day of Remembrance.

Mayor Nelson spoke regarding the upcoming National Day of Remembrance.

ADJOURNMENT:

Mayor Nelson adjourned the meeting at 7:05 PM.

APPROVED:

MIKE NELSON
MAYOR

ATTEST:

JANELL MARTIN
ASSISTANT CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: September 23, 2024

TO: Mayor and City Council

FROM: Justin Vinson, Public Works Director

PREPARED BY: Justin Vinson, Public Works Director

SUBJECT: **Approving Amendment No. 1 to the General Services Agreement to Joe's Landscaping of Newman, California for Landscaping in the Maintenance Districts** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3486-24, approving Amendment No. 1 to the General Services Agreement, in a form approved by the City Attorney, to Joe's Landscape of Newman, California for Landscaping in the Maintenance Districts; and authorizes and directs the City Manager to execute Amendment No. 1 on behalf of the City.

I. BACKGROUND/ANALYSIS:

On October 25, 2021, the City Council approved a contract with Joe's Landscaping to perform landscaping in the 19 landscape districts located throughout the City of Atwater. The initial term of the Agreement was for one (1) year, in the amount of \$115,061.04. The City at its sole discretion could extend the Agreement in one (1) year increments up to a total term of three (3) years. For each successive renewal term, the rate would be adjusted annually in accordance with an increase in the All-Urban Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area. It would not decrease in the event there is any year-to-year or cumulative decrease in the CPI during the term of the Agreement. Any increase in the amount because of an increase to the CPI was to be rounded up to the nearest dollar. In the final year of the contract, the monthly cost for maintenance in the districts was \$10,370.85 a month for a total of \$124,450.20. This amount was still \$25,000.00 cheaper than the second lowest bid in 2021.

The city exercised its right to extend the agreement up to three years, which was allowed in the original agreement. On October 25, 2024, the current agreement will end. Staff requested and received a quote from Joe's Landscaping for a cost to perform the work from October 26, 2024, to October 25, 2025. The contractor agreed to perform the work at the same price as the last year of the original contract with no cost increase for the city. Staff reviewed the quote and deemed the work being performed by Joe's Landscaping as acceptable. Staff is recommending the city enter into Amendment No.1 with Joe's Landscaping extending the original contract one more year with no additional

cost, at \$10,370.85 a month, for a total of \$124,450.20.

II. FISCAL IMPACTS:

Sufficient funding is available in the Fiscal Year 2024-25 Budget, Maintenance District Fund, Professional Services Account No. 5000.3038.3030.

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:

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 the City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not considered a "project" under section 21065 of the Public Resources Code as it will not directly or reasonably indirectly affect the physical environment and therefore is not subject to review of analysis.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, staff will route Amendment No.1 to the General Services Agreement for execution.

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution Joe's Landscaping Amendment No. 1 -24-c1
2. Joes Landscaping and Amendment No. 1 9.23.24



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AMENDING THE GENERAL SERVICES AGREEMENT WITH JOE'S LANDSCAPING OF NEWMAN, CALIFORNIA FOR LANDSCAPING SERVICES IN THE LANDSCAPE DISTRICTS

WHEREAS, the Parties entered into a General Services Agreement dated October 26, 2021 ("Original Agreement") for the purpose of providing landscaping services in the city landscaping districts with a term ending October 26, 2022 (the "Project"); and

WHEREAS, The City at its sole discretion could extend the Agreement in one (1) year increments up to a total term of three (3) years. For each successive renewal term, the rate would be adjusted annually in accordance with an increase in the All-Urban Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area. It would not decrease in the event there is any year-to-year or cumulative decrease in the CPI during the term of the Agreement. Any increase in the amount because of an increase to the CPI was to be rounded up to the nearest dollar.; and

WHEREAS, the City exercised its right to extend the agreement two additional years; and

WHEREAS, in the final year of the approved contract, the compensation amount was \$124,450.20 per year after CPI increases; and

WHEREAS, the Parties desire to enter into this Amendment No. 1 to extend the original contract one year with no increase to the compensation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Atwater as follows that the City Manager is authorized to enter into an Amendment No. 1 to the General Services Agreement with Joe's Landscaping., in a form approved by the City Attorney, to extend the term of service to October 26, 2025.

The foregoing resolution is hereby adopted on the 23rd day of September 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

**AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT BETWEEN THE
CITY OF ATWATER AND JOE'S LANDSCAPING.**

This Amendment No. 1 to the General Services Agreement ("Amendment No. 1") by and between the City of Atwater ("City") and Joe's Landscaping ("Contractor") is entered into on October 26, 2024. City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into a General Services Agreement dated October 26, 2021 ("Original Agreement") for the purpose of providing landscaping services in the city landscaping districts with a term ending October 26, 2022 (the "Project"); and

WHEREAS, The City at its sole discretion could extend the Agreement in one (1) year increments up to a total term of three (3) years; and

WHEREAS, the City exercised its right to extend the agreement two additional years: and

WHEREAS, in the final year of the approved contract, the compensation amount was \$124,450.20 per year after allowable CPI increases; and

WHEREAS, the Parties desire to enter into this Amendment No. 1 to extend the original contract one year with no increase to the compensation.

NOW, THEREFORE, as of the Effective Date of this Amendment No. 1, the Original Agreement is hereby amended as follows:

1. The Parties hereby agree to amend Section 2 "Term", of Original Agreement by modifying the end date from October 26, 2022, to October 26, 2025 as follows:

"2. Term. The term of this Agreement shall begin on the date first noted above and shall end on October 26, 2025, unless the term of agreement is otherwise extended as provided in Section 10 or terminated as provided in Section 12."

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the day and year first above written.

CITY OF ATWATER

Chris Hoem
City Manager

Attest:

Kory Billings
City Clerk

Approved as to form:

Frank Splendorio
City Attorney



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: September 23, 2024

TO: Mayor and City Council

FROM: Janell Martin, Assistant City Clerk/Records Coordinator

PREPARED BY: Janell Martin, Assistant City Clerk/Records Coordinator

SUBJECT: **Adopting Updated Conflict of Interest Code** (Assistant City Clerk Martin)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3487-24 amending the City of Atwater's Conflict of Interest Code.

I. BACKGROUND/ANALYSIS:

The Political Reform Act, Government Code Section 87300 et seq., requires every local government to adopt a Conflict of Interest Code for designated individuals. Further, it requires the agency to conduct a review each even-numbered year of its Conflict of Interest Code to determine whether amendments to the Code are necessary due to changed circumstances. Amendments may be necessary to reflect new or different employee positions within the City, to delete positions that have changed or no longer exist, and also to ensure that the Code complies with any changes to state law that have occurred within the past two years.

As part of this biennial review, staff determined that the City's Conflict of Interest Code needs to be updated to accurately reflect the City's current positions and to re-assign designated employees to their proper disclosure categories. Resolution No. 3487-24 repeals and supersedes all previously adopted and amended resolutions regarding the City of Atwater's Conflict of Interest Code.

Amendments to the City's Conflict of Interest Code must be adopted by October 1, 2024. Upon adoption, the City's Conflict of Interest Code will be current, and the City will have met its obligation to conduct its even-numbered year review of the Code pursuant to the requirements of the Political Reform Act.

II. FISCAL IMPACTS:

There is no fiscal impact associated with amending the City's Conflict of Interest Code. 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:

N/A

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 speak prior to City Council adoption.

VIII. ENVIRONMENTAL REVIEW:

This item is not considered a project under provisions of Section 21065 of the Public Resources Code and therefore not subject to analysis pursuant to the California Environmental Quality Act (CEQA) as this action will not directly or indirectly significantly affect the physical environment.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council adoption of the Resolution, staff will complete and file the Fair Political Practices Commission's 2024 Local Agency Biennial Notice with the City Clerk's office.

Submitted by:



Janell Martin, Assistant City Clerk/Records Coordinator

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution No. XXXX-24 Adopts City of Atwater Conflict of Interest Code
2. Updated Conflict of Interest September 2024 Final



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING THE CITY OF ATWATER CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 87300 et seq. (the "Act"), requires state and local government agencies to adopt a Conflict of Interest Code; and

WHEREAS, the Act requires each local agency to conduct a review of its Conflict of Interest Code each even-numbered year; and

WHEREAS, the Fair Political Practices Commission has promulgated a standard Conflict of Interest Code adopted in California Code of Regulations Title 2, Section 18730 ("Section 18730"), the terms of which are incorporated herein by reference, and which may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act; and

WHEREAS, the City of Atwater, hereinafter the "City," amends its Conflict of Interest Code to conform to the requirements set forth in Section 18730, and in addition, adds definitions in **Appendix "A"**, attached hereto, and amends the list of designated City employees in **Appendix "B"**, attached hereto, that shall be required to disclose financial interests pursuant to the disclosure category specified in **Appendix "C"**, attached hereto; and

WHEREAS, all of the City's previous Conflict of Interest Code shall be repealed and superseded upon the adoption of this resolution and amended Conflict of Interest Code attached hereto.

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

Section 1: The City's previous Conflict of Interest Code is hereby repealed and superseded by this Resolution No. 3471-24.

Section 2: The provisions of Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission are incorporated herein by reference and, along with the attached **Appendices "A", "B", and "C"**, in which City employees are designated and the disclosure category is set forth, collectively constitute the Conflict of Interest Code of the City of Atwater.

Section 3: Pursuant to Section 18730(b)(4), designated employees of the City shall file statements of economic interests with the City Clerk. Any designated employee already required to submit a disclosure statement (Form 700) pursuant to Government Code sections 87200 and 87203 may submit a copy of that statement in lieu of any filing required by this Code, provided that no additional disclosure would be required by this Code.

Section 4: Individuals holding the designated positions outlined in **Appendix “B”** shall file their statements with the City Clerk, who shall be and shall perform the duties of the filing officer for the City of Atwater. Statements will be available for inspection and reproduction pursuant to Government Code Section 81008.

Section 5: Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done, or omission, or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or proceeding pending or any judgement rendered in connection with any other Conflict of Interest Code.

The foregoing resolution is hereby adopted this 23rd day of September 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

CITY OF ATWATER
CONFLICT OF INTEREST CODE
APPENDIX "A"

DEFINITIONS:

1. **“Public Official”** means a member, officer, employee, or consultant of a state or local government agency. The term “public official” also includes individuals who perform the same or substantially the same duties as an individual holding an office or a position listed in Government Code Section 87200, including “other public officials who manage public investments” as that term is defined in 2 California Code of Regulations Section 18720.
2. **“Member”** shall include, but not be limited to, salaried or unsalaried members of boards or commissions with decision-making authority. A board or commission possess decision-making authority whenever:
 - a. It may make a final governmental decision;
 - b. It may compel a governmental decision, or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto which may not be overridden; or,
 - c. It makes substantive recommendations, which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.
3. **“Designated Employee”** is an officer, employee, member, or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions which may foreseeable have a material effect on any financial interest. (Government Code Section 82019)
 - a. Making a governmental decision means the person:
 - i. Votes on a matter;
 - ii. Appoints a person;
 - iii. Obligates or commits his or her agency to any course of action; or
 - iv. Enters into any contractual agreement on behalf of his or her agency.
 - b. Participating in the making of a decision, means the person:
 - i. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or,

- ii. Advises or makes recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgement on the part of the employee and the employee is attempting to influence the decision.
- c. The term “designated employee” does not include:
 - i. Public officials specified in Government Code Section 87200:
 - 1. Planning Commissioners
 - 2. City Council Members
 - 3. Mayors
 - 4. City Managers
 - 5. City Attorneys
 - 6. City Treasurers
 - 7. Other city, county, and local agency public officials who manage public investments
 - ii. Solely clerical, ministerial or manual positions
 - iii. Unsalaried members of boards or commissions, which are solely advisory
- 4. **“Consultant”** means an individual whom, pursuant to a contract with the City of Atwater:
 - a. Makes a governmental decision whether to:
 - i. Approve a rate, rule, or regulation;
 - ii. Adopt or enforce a law;
 - iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;
 - iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract, which requires agency approval;
 - v. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 - vi. Grant agency approval to a plan, design, report, study, or similar item;
 - vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any subdivision thereof; or,

- b. Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

- c. **Consultants/New Positions**

- i. *Consultants/New Positions for the purpose of this Conflict of Interest Code are defined as individuals that provide, under contract, information or advice to the City that may entails participation in the making of decisions, recommendations, or counsel to the City, and which may have a foreseeable material effect on any financial interest of the consultant.
- ii. Consultants, as defined above, and New Positions are included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:
 1. The City manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this code. Such written determination shall include a description of the consultant's duties and based upon that determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.)

CITY OF ATWATER
CONFLICT OF INTEREST CODE
APPENDIX "B"

The following is a listing of those designated individuals who are required to submit Statements of Economic Interests *pursuant to the Political Reform Act of 1974, as amended*:

<u>Public Officials</u>	<u>Disclosure Category</u>
<i>City Council Boards</i>	
City Council (Mayor and Council Members)	Government Code § 87203
• Successor Agency to the Redevelopment Agency	
• Public Financing Authority	
• Public Improvement Corporation	
• Housing Authority	
• Fire Protection District	
City Manager	Government Code § 87203
City Attorney	Government Code § 87203
City Treasurer	Government Code § 87203
Finance Director	Government Code § 87203
Planning Commissioners	Government Code § 87203
<i>Citizen Commissions, Committees, and Boards:</i>	
Planning Commission	Government Code § 87203
Audit & Finance Committee	Government Code § 87203
Citizens Oversight for Public Safety	Government Code § 87203
Transaction and Use Tax	

CITY OF ATWATER
LIST OF DESIGNATED POSITIONS
AND DISCLOSURE CATEGORIES

Designated Positions	Disclosure Category
<u>City Administration/City Clerk</u>	
City Clerk	1
Assistant City Clerk/Records Coordinator	1
Executive Assistant	1
Admin Assistant I/II	1
<u>Finance</u>	
Finance Director	1
Finance Operations Manager	6
Accountant I	6
Accountant II	6
Accounting Technician	6
<u>Human Resources</u>	
Human Resources Director	1
Human Resources Analyst	2
Human Resources Technician II	2
<u>Community & Economic Development</u>	
Deputy City Manager/Community Economic Development Director	1
Executive Assistant	5
City Engineer	5
Civil Engineering Assistant	5
Assistant Planner	5
Project Accountant/Successor Agency Assistant	5
Chief Building Official/Fire Code Official	5
Building Permit Technician I/II	5
<u>Public Works</u>	
Public Works Director	1
Public Works Superintendent	8
Executive Assistant	8
Admin Assistant I/II	8
Sewer Division Supervisor	8
Streets and Parks Division Supervisor	7
Water Division Supervisor	8
Water Systems Pump Operator	8
Mechanic I/II	8
Systems Technician	6
Recreation Supervisor	7

Recreation Coordinator	7
Events Coordinator	7
<u>Fire</u>	
CAL Fire Chief	1
CAL Fire Assistant Chief	1
Cal Fire Battalion Chief	1
Office Technician	4
<u>Police</u>	
Police Chief	1
Police Lieutenant	1
Police Sergeant	3
Public Safety Communications Supervisor	3
Public Safety Records Supervisor	3
Code Enforcement Manager	3
Admin Assistant I/II	3
<u>Other Positions</u>	
Consultants	9
Temporary Positions	9

**CITY OF ATWATER
CONFLICT OF INTEREST CODE
APPENDIX "C"**

Disclosure Category

Individuals holding designated positions must report their interest according to the following disclosure category.

Category 1 – Full Disclosure:

Designated employees in this group shall report all business positions, all investments, interests in real property, income, loans, or gifts from individuals or businesses from all sources located in or doing business within the jurisdiction. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the City or within two miles of any land owned or used by the City.)

Category 2 – Human Resources:

Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which are involved in healthcare or vocational rehabilitation of the type used by the designated employees department or division.

Category 3 – Police:

Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which sell, manufacture, or distribute equipment and supplies for office, personnel or vehicles of the type used by the designated employees department or division.

Category 4 – Fire:

Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which manufacture or sell fire-related equipment or parts of the type used by the designated employees department or division.

Category 5 – Community & Economic Development:

Designated employees in this group shall report interest in real property, investments and business positions in business entities and income, including loans, gifts, and travel payments, from sources which engage in land development, construction, appraisal, or the acquisition or sale of real property. (Real property shall be deemed to be "within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the city or within two miles of any land owned or used by the City.)

Category 6 – Information Technology & Finance:

Designated employees in this group shall report investments and business positions in business entities and income, including loans, gifts, and travel payments, from sources which manufacture, sell or design data processing equipment or related services of the type used by the designated employees department or division.

Category 7 – Parks Operations & Recreation:

Designated employees in this group shall report investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources within the jurisdiction which manufacture, sell or supply equipment, including but not limited to horticulture, construction, craft, office and safety supplies and/or equipment of the type used by the designated employees department or division.

Category 8 – Regulatory:

Designated employees in this group shall report investments, and business positions in business entities, and income, including loans, gifts, and travel payments, from sources which are subject to the City's regulatory, permit, or licensing authority.

Category 9 – Consultants:

The City Clerk, or his/her designee, after consultation with the City Attorney, shall designate the disclosure category for each consultant subject to this Code, if applicable.



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: September 23, 2024

TO: Mayor and City Council

FROM: Jana Sousa, Human Resources Director

PREPARED BY: Jana Sousa, Human Resources Director

SUBJECT: **Approving and Ratifying a Side Letter Agreement Between the City of Atwater and the Atwater Miscellaneous Employees Unit American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, and Authorizing the City Manager to Execute the Agreement on Behalf of the City (Human Resources Director Sousa)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3488-24 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and Atwater Miscellaneous Employees Unit American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 7 (Work Week), Section 7.3 (Public Works Schedule), and Article 9 (Other Compensation), Section 9.2 (Standby Pay) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City.

I. BACKGROUND/ANALYSIS:

The City of Atwater ("City") and the Atwater Miscellaneous Employees Unit American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, entered into its most recent Memorandum of Understanding (MOU) with an effective date of July 1, 2022. The term of the current MOU expires on June 30, 2027.

The AFSCME Miscellaneous Unit approached the City with a request to re-open the current MOU per Article 22 (Term of Agreement). The City's negotiating team and the AFSCME Miscellaneous Unit met and conferred in good faith. A tentative agreement was reached between the two parties pertaining to the Public Works work schedule under Article 7 (Work Schedule) and new language relating to such.

The proposed side letter includes language changes to Article 7, Section 7.3 of the current MOU and an Exhibit A which outlines the new Public Works work schedule. All proposed changes to language are outlined in red and underlined.

II. FISCAL IMPACTS:

No fiscal impact. 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:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

The Human Resources Director has worked closely with the City Manager's Office to present this item to the City Council for action.

VII. PUBLIC PARTICIPATION:

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

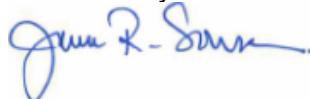
VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as employment agreements would not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon approval of the side letter agreement, staff will route the agreement for signatures and begin the implementation process.

Submitted by:



Jana Sousa, Human Resources Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution No. ____ Approving and Ratifying Side Letter Agreement with
AFSCME Relating to Public Works Schedule 9.23.24



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AND RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF ATWATER AND THE ATWATER MISCELLANEOUS EMPLOYEES UNIT AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2703, COUNCIL 57, REGARDING TERMS AND CONDITIONS OF EMPLOYMENT RELATING TO ARTICLE 7 (WORK WEEK), SECTION 7.3 (PUBLIC WORKS SCHEDULE), AND ARTICLE 9 (OTHER COMPENSATION), SECTION 9.2 (STANDBY PAY) OF THE CURRENT MEMORANDUM OF UNDERSTANDING (MOU) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the American Federation of State, County, and Municipal Employees (“AFSCME”) represents certain employee classifications in the City of Atwater (“City”) assigned to the Miscellaneous Unit; and

WHEREAS, the terms of the current Memorandum of Understanding (“MOU”) between the City and AFSCME expire on June 30, 2027; and

WHEREAS, City representatives have in good faith met and conferred with representatives of the AFSCME bargaining unit regarding certain terms and conditions of employment and have reached an agreement relating to the Public Works Schedule; and

WHEREAS, the City has received notification from AFSCME that the Miscellaneous Unit is in agreement with ratification of the attached Side Letter Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve and ratify the AFSCME Side Letter, **EXHIBIT “A,”** attached hereto and made a part herein.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to make any revisions, corrections, or alterations to the text of the Agreement described in **“EXHIBIT A”** to correct typographical errors so long as it does not substantively change content.

BE IT FURTHER RESOLVED that the City Council of the City of Atwater does hereby authorize and direct the City Manager to sign any documents and to take any necessary measures required to implement the provisions of the AFSCME Side Letter Agreement upon review of the City Attorney.

The foregoing resolution is hereby adopted this 23rd day of September 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

EXHIBIT A

SIDE LETTER AGREEMENT BETWEEN THE CITY OF ATWATER ("CITY") AND ATWATER MISCELLANEOUS EMPLOYEES UNIT AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2703, COUNCIL 57, PERTAINING TO CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT

The City and AFSCME have reached an agreement concerning certain matters pertaining to terms and conditions of employment relating to the Public Works Schedule covered under the current Memorandum of Understanding (MOU) expiring June 30, 2027. Unless otherwise specified in this agreement, these terms and conditions shall be effective October 7, 2024, and integrated into the existing MOU as follows:

Section 7.3: Public Works Schedule

Employees of the ~~The following schedule is considered temporary. The Union and the City shall meet not later than August 2021 to determine if the front loaded (6 hour) workday is mutually beneficial. If it is determined by either party that the schedule is not working, the Union and the City shall meet and confer to determine a new schedule.~~ Maintenance Worker and Mechanic classifications shall work

- ~~Summer Hours (first Monday in May)~~ 6:00 AM to 2:30 PM
- ~~Winter Hours (first Monday in October)~~ 6:30 AM to 3:00 PM

Members ~~Employees working in these classifications~~ shall take one 15-minute mandatory rest period mid-shift between start time and the meal period. No second rest period is permitted. Meal period shall be from 12:00 PM to 12:30 PM ~~and between 12:30 PM and 1:00 PM~~ ~~during Summer Hours and between 12:30 PM and 1:00 PM during Winter Hours.~~

The above schedule does not apply to members in special temporary assignments, as agreed upon by both the Union and the City.

Section 9.2: Standby Pay

B. In the event that an employee on standby is required to return to the workplace between the hours of 2:30 PM and 5:00 PM ~~and 3:00 PM and 5:00 PM~~ ~~during summer hours and 3:00 PM and 5:00 PM during winter hours~~ on a given workday, such employee shall not receive the two (2) hour minimum call back guarantee described in Section 9.3. Instead, the employee shall be paid for the actual time worked in accordance with FLSA.

[SIGNATURES ON FOLLOWING PAGE]

FOR THE UNION:


Gary Ferraris, Union Representative
AFSCME Local 2703, Council 57, AFL-CIO


Phillip Fierro, Sewer Maintenance Worker II
Miscellaneous Unit Representative


Logan Taylor, Water Systems Operator I
Miscellaneous Unit Representative


Michael Lewis, Mechanic II
Miscellaneous Unit Representative

FOR THE CITY:

Christopher Hoem, City Manager
City of Atwater

Jana R. Sousa, Human Resources Director
City of Atwater

Frank Splendorio, City Attorney
City of Atwater



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: September 23, 2024

TO: Mayor and City Council

FROM: Greg Thompson, Deputy City Manager/Community Development Director

PREPARED BY: John Seymour, City Engineer

SUBJECT: **Approving Budget Amendment No. 4 Amending Fiscal Year 2024-25 Budget Regarding Appropriation of Funds for Professional Services Agreement between the City of Atwater and Mark Thomas & Company for the Preparation of the Project Study Report/ Project Development Support for the Buhach Road Widening Project** (Deputy City Manager/Community Development Director Thompson)

RECOMMENDED COUNCIL ACTION

Motion to Adopt Resolution No. 3489-24 approving Budget Amendment No. 4 Amending Fiscal Year 2024-25 budget to include the preparation of Project study report- project development support for the Buhach Road Widening Project; and Adopt Resolution No. 3490-24 approving a Professional Services Agreement, in a form approved by the City Attorney, with Mark Thomas & Company of Fresno, CA for preparation of the PSR-PDS in an amount not to exceed \$173,352 and; and authorizes and directs the City Manager, or his designee, to execute the Agreement on behalf of the City; or

Motion to accept staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

On June 4, 2024 the City of Atwater entered into a funding agreement with the Merced County Association of Governments (MCAG) for the preparation of the project study report- project development support document.

The Buhach Road Widening Project from Juniper Ave/Avenue Two to the Livingston Canal overcrossing will widen the existing roadway along the northbound side of Buhach Road from 1 lane to 2 lanes. Additionally, alternative modes of travel will be considered, such as pedestrian paths and bike lanes. Buhach Road functions as a 4-lane roadway, with two continuous southbound lanes from Santa Fe Drive to Ashby Road, and two continuous northbound lanes from the south leg of the intersection of

Broadway Avenue/Clover & Avenue to Santa Fe Drive, except for the portion that this project aims to widen. This would benefit the region by providing increased mobility of goods, services, and people along a major roadway that currently provides the most direct link between State Route 99 ("SR99") and the unincorporated communities south of SR99, and the Castle Commerce Center north of Atwater.

Buhach Road is designated a Minor Arterial on the California Roadway System ("CRS") Maps from south of SR99 at the intersection of SP Avenue, north to Santa Fe Drive and intersects the State Highway System at Bellevue Road and at Santa Fe Drive. Buhach Road is designated a 4 Lane Urban Major Arterial in the City of Atwater General Plan from SR99 to Santa Fe Drive. The Project is included in the 2022 Merced County Association of Governments (MCAG) Regional Transportation Plan.

II. FISCAL IMPACTS:

Following the adoption of the budget amendment, sufficient funding is available via the Measure V Regional Funding Agreement executed with MCAG.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

This project is identified in the 2022 MCAG regional Transportation Plan, and is consistent with the circulation element of the General Plan.

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:

Environmental review for the Buhach Road Widening Project will take place as the next phase of the overall project once the project has been designed and defined for purposes of CEQA. This action alone to approve a design contract is not a "Project" within the meaning of CEQA.

IX. STEPS FOLLOWING APPROVAL:

Upon approval by City Council, the Professional Services Agreements will be executed and processed per City policies and procedures.

Submitted by:



Greg Thompson, Deputy City Manager/Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Budget Amendment Buhach Road Widening
2. Resolution Buhach PSR-PDS-c1
3. Sample Contract



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING BUDGET
AMENDMENT NO. XX AMENDING FISCAL YEAR
2024-25 BUDGET TO ESTABLISH MEASURE V
REGIONAL FUND BUDGET REGARDING
BUHACH WIDENING AT LIVINGSTON CANAL
PROJECT STUDY REPORT EQUIVALENT (PSR-
E)**

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3462-24 adopting the Fiscal Year 2024-25 Budget on June 10, 2024; 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. XX to the Fiscal Year 2024-25 Budget as follows:

SECTION 1: Establishing Measure V Regional Fund budget for Fiscal Year 2024-25 regarding Buhach Widening at Livingston Canal Project Study Report Equivalent (PSR-E)

Establish Budget (Revenue)	0010-0000-1069	Measure V Regional – Buhach Widening PSR-E	\$200,000
Establish Budget (Expense)	0010-1080-X016	Measure V Regional – Buhach Widening PSR-E	\$200,000

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's office.

The foregoing resolution is hereby adopted this 23rd day of September 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AN PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF THE PSR-PDS FOR THE BUHACH ROAD WIDENING PROJECT WITH MARK THOMAS & COMPANY OF FRESNO, CA.

WHEREAS, Measure V is a county-wide, half-cent Transportation Sales Tax Measure approved by Merced County voters in November 2016, under which MCAG is authorized to administer the proceeds; and

WHEREAS, The Merced County Association of Governments and the City of Atwater entered into a Measure V Regional funding agreement for the preparation of the PSR-PDS for the Buhach Road Widening Project; and

WHEREAS, This item is not a "Project" as defined under Section 21065 of the Public Resources Code in that it would not directly or foreseeably indirectly significantly impact the physical environment; therefore this item is not subject to analysis under the California Environmental Quality Act (CEQA); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby authorize the city Manager or his authorized agent to execute a professional services agreement, in a form approved by the City Attorney, with Mark Thomas Company of Fresno, CA for design of the Buhach Road Widening Project in an amount not to exceed \$173,352.

The foregoing resolution is hereby adopted this 23rd day of September 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

CITY OF ATWATER DESIGN SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as _____, 20____ by and between the City of Atwater, a public agency organized and operating under the laws of the State of California with its principal place of business at _____ ("City"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Designer"). City and Designer are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Designer. Designer desires to perform and assume responsibility for the provision of certain professional design services required by the City on the terms and conditions set forth in this Agreement. Designer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Designer is a corporation or other organization, the Project Designer designated pursuant to Section 3.2, and not the Designer itself, shall be fully licensed to practice as an architect and/or engineer in the State of California.

2.3 Project. City desires to engage Designer to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein (each such project shall be designated a "Project" under this Agreement).

3. TERMS

3.1 Employment of Designer.

3.1.1 Scope of Services. Designer promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services shall be more particularly described in the individual Task Order issued by the District's General Manager or designee. No Service shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "D". All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and, as is consistent with the generally accepted professional standard of care, applicable local, state and federal laws, rules and regulations. All Services performed by Designer shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. Designer shall complete the

Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the applicable Task Order.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **[INSERT NAME OF INDIVIDUAL DESIGNER]** (License No. **[INSERT NUMBER]**) to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Designer, Designer has represented to the City that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Designer may substitute others of at least equal competence upon written approval of the City. In the event that City and Designer cannot agree as to the substitution of key personnel, engineers or consultants, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Designer at the request of the City. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **[INSERT NAMES, AND TITLES OF KEY PERSONNEL, AND LICENSE NUMBERS, IF APPLICABLE]**.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Designer shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Designer may delegate without relieving Designer from administrative or other responsibility under this Agreement. Designer shall be responsible for the coordination and cooperation of Designer's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Designer shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Designer in performance of this Agreement shall be qualified to perform

the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Designer shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Designer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Designer shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Designer's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Designer at Designer's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Designer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Designer shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Designer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Designer warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Designer represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Designer shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Designer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any

manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Designer shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Designer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations.

Designer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable

provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(ii) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Designer's failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(iii) Damages: City may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Designer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income

tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Designer cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of City. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays. Designer's only remedy for such delays shall be a non-compensable extension of time to complete the Services.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of

Designer for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

3.8.1 Request for Services. At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Designer as to the compensation to be paid for such services. City shall pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Designer with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, City shall furnish Designer with, or direct Designer to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **[INSERT NAME AND TITLE]**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount set forth in each Task Order ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon

pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll

records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.10.7 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.10.8 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Designer's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Designer or any subcontractor that affect Designer's performance of Services, including any delay, shall be Designer's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Designer caused delay and shall not be compensable by the City. Designer shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Designer or any subcontractor.

3.11 Notice to Proceed.

Designer shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Designer's Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Designer as provided in this Agreement.

3.12.2 City's Suspension of Work. If Designer's Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice

from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

- (a) The construction of all or part of this Project.
- (b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect

to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publicCity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Designer's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Designer's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

3.15 Insurance. [CITY RISK MANAGER TO REVIEW PRIOR TO USE] Designer shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Designer shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.15.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, Designer shall, at its expense, procure and maintain in full force and effect for the duration of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Designer agrees to amend, supplement or endorse the policies to do so.

3.15.2 Additional Insured. The City, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Designer's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.15.3 Commercial General Liability

(a) The Designer shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(b) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project

- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Contractors Coverage

(c) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(d) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(e) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

3.15.4 Automobile Liability

(a) At all times during the performance of the work under this Agreement, the Designer shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(c) The policy shall give City, the City Council and each member of the City Council, its officers, employees, agents and City designated volunteers additional insured status.

(d) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

3.15.5 Workers' Compensation/Employer's Liability

(a) Designer certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(b) To the extent Designer has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Designer shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Designer shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this Section.

3.15.6 Professional Liability (Errors and Omissions)

(a) At all times during the performance of the work under this Agreement the Designer shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Designer. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.15.7 Minimum Policy Limits Required

(a) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(b) Defense costs shall be payable in addition to the limits.

(c) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

3.15.8 Evidence Required

Prior to execution of the Agreement, the Designer shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's

equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

3.15.9 Policy Provisions Required

(a) Designer shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Designer shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Designer shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Designer's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(c) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Designer shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Designer shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(d) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Designer or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Designer hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(e) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Designer from liability in excess of such coverage, nor shall it limit the Designer's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

3.15.10 Qualifying Insurers

(a) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or

otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.15.11 Additional Insurance Provisions

(a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Designer, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Designer pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(b) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Designer or City will withhold amounts sufficient to pay premium from Designer payments. In the alternative, City may cancel this Agreement.

(c) The City may require the Designer to provide complete copies of all insurance policies in effect for the duration of the Project.

(d) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.15.12 Subconsultant Insurance Requirements

(a) Designer shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Designer, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.16 Records.

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Designer shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items

shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for design services between City and the designer chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Designer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in the Superior Court of California for the County of Merced.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Designer shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Designer's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Atwater

[City Address]

Attn: [***INSERT NAME & DEPARTMENT***]

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 City's Right to Employ Other Consultants.

City reserves right to employ other consultants, including designers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Designer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.33 Equal Opportunity Employment.

Designer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Designer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.35 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.36 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.37 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF ATWATER
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ATWATER

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
Its: _____

Printed Name: _____



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING September 23, 2024
DATE:
TO: Mayor and City Council
FROM: Michael Salvador, Police Chief
PREPARED Michael Salvador, Police Chief
BY:
SUBJECT: **Public Hearing for 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Police Chief Salvador)**

RECOMMENDED COUNCIL ACTION

Open the public hearing and take any testimony given;

Close the public hearing;

Motion to adopt Resolution No. 3491-24, authorizing the grant application in the amount of \$14,078.00 to the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance's 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and authorizing and directing the City Manager to execute Grant Application, amendments, and all documents related to the grant, on behalf of the City, including administration, if awarded; or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The U.S. Department of Justice (DOJ), Office of Justice Programs, Bureau of Justice Assistance (BJA) administers a federal funding program known as the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to further the mission of preventing or reducing crime and violence. Applications are limited to states and units of local Governments appearing on the JAG Allocation List. The JAG program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of criminal justice, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. It is a requirement of the program to give the public an opportunity to comment on the use of the funds. The City receives an allocation of JAG funding based on their share of violent crime and population (weighted equally).

The City's 2024 allocation is \$14,078.00 with no local match required under the JAG Program. Past

awards were used to purchase interview room equipment, computers, and other gear to assist our Police Officers with law enforcement duties. This funding allows our Police Department to purchase equipment that would otherwise not be purchased due to budget limitations. Staff is recommending the 2024 JAG allocation to be used to purchase Ballistic Helmets. This item satisfies a requirement of the grant program which is to allow the public to comment on how funding could be utilized.

II. FISCAL IMPACTS:

This is a 100% reimbursable grant, with no local match to the City. Once the grant is approved, staff will return for approval of a Budget Amendment to accurately depict the appropriation in the following accounts: Police Grant Fund Special Department expense 1005-2024-6021 along with increasing revenue in JAG revenue account 1005-0000-3174. 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 and assists in the execution of the Police Department Strategic Plan that was introduced on April 8, 2019.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

A public hearing notice was published in the Merced Sun Star on September 8, 2024. Additionally, the public will have an opportunity to provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, the City Manager will execute the grant application paperwork and the Grant Coordinator will transmit the grant application paperwork to the DOJ.

Submitted by:



Michael Salvador, Police Chief

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution JAG 2024



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AUTHORIZING THE APPLICATION FOR THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

WHEREAS, The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has made funding available under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to provide federal criminal justice funding to state and local jurisdictions supporting all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, JAG awards are based on a statutory formula; and

WHEREAS, the City of Atwater has been allocated \$14,078.00 in JAG funds for Federal fiscal year 2024; and

WHEREAS, Staff has determined a need to replace protective ballistic helmets and other law enforcement related equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby authorize the grant application to the Bureau of Justice Assistance 2024 Justice Assistance Grant (JAG) Program in the amount of \$14,078.00. The City of Atwater authorizes the City Manager, Mayor, and designee's to execute the Grant Application, and all other documents required for participation in the JAG Program, and any amendments there to on behalf of the City of Atwater.

The foregoing resolution is hereby adopted this 23rd day of September 2024.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK