

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

- *Livestream online at [www.atwater.org](http://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).*
- *Submit a written public comment prior to the meeting: Public comments submitted to [cityclerk@atwater.org](mailto: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

**August 11, 2025**

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

6:00 PM

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council)

**Ambriz \_\_\_, Cale \_\_\_, Raymond \_\_\_, Rochester \_\_\_, 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:

- **Proclamation of Recognition - 4<sup>th</sup> of July Committee**
- **Certificate of Recognition - Michael Gonzales**

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.

WARRANTS:

1. a.) **July 28, 2025**
- b.) **August 11, 2025**

**Staff's Recommendation:** Acceptance of warrants as listed.

MINUTES: (City Council)

2. **May 31, 2025 - Special meeting**

**Staff's Recommendation:** Approval of minutes as listed.

RESOLUTIONS:

3. **Approving Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority** (Human Resources Director Sousa)

**Staff's Recommendation:** Adoption of Resolution No. 3558-25 approves the amended Joint Powers Agreement, in a form approved by the City Attorney, with the Central San Joaquin Valley Risk Management Authority; and authorizes and directs the City Manager to execute all documents on behalf of the city.

4. **Approving a General Construction Contract with Taylor Backhoe Service, Inc. for the Replacement of a Water Service Line Located at 325-329 E. Bellevue Road** (Public Works Director Vinson)

**Staff's Recommendation:** Adoption of Resolution No. 3559-25 awarding a General Construction Contract, in a form approved by the City Attorney, to Taylor Backhoe Service, Inc. of Atwater, California for the replacement of a water service line located at 325-329 E. Bellevue

Road, in an amount not to exceed \$35,515.17 and construction contingency change orders up to an aggregate of an additional \$3,551.52 (10%); and authorizes and directs the City Manager, or his designee, to execute the Contract on behalf of the City.

5. **Approving Agreement between City of Atwater and Atwater Elementary School District for School Resource Officer for 2025-26 School Year** (Police Chief McEachin)

**Staff's Recommendation:** Adoption of Resolution No. 3560-25 approving the School Resource Officer agreement, in a form approved by the City Attorney, Atwater Elementary School District and the City of Atwater for the 2025-26 school year; and authorizes and directs the City Manager to execute all contract documents on behalf of the City.

6. **Approving Budget Amendment Amending Fiscal Year 2024-2025 Budget to Establish a New Fund for an Approved Capital Improvement Project, Downtown Pedestrian Improvements Project- Phase 2** (City Manager Hoem)

**Staff's Recommendation:** Adoption of Resolution No. 3546-25 approving Budget Amendment No.16 amending Fiscal Year 2024-25 to establish Fund 1014 for the Carbon Reduction Program (CRP) Fund, Capital Improvement Project, for the Downtown Pedestrian Improvements Project-Phase 2, City Project No. 20-8, Federal Project No. CML-5254(031) and CRP-5254(031), as previously approved in the FY 2024-25 Capital Improvement Program, and authorizing the City Manager or his designee, to implement the budget entry and establish the fund.

#### AGREEMENTS:

7. **Approving a Purchase Agreement with Xybix Systems, Inc. for Purchase and Installation of Dispatch furniture** (Police Chief McEachin)

**Staff's Recommendation:** Approving a Purchase Agreement (Purchase Order) to Xybix Systems, Inc. for the purchase and installation of three dispatch workstations, in an amount not to exceed \$60,000.;and authorizes and directs the City Manager or his designee to execute the Agreement (Purchase Order) on behalf of the City.

8. **Approving a Lease Agreement with Enterprise Fleet Management for four (4) Ford Police Interceptor Utility vehicles** (Police Chief McEachin)

**Staff's Recommendation:** Adoption of Resolution No. 3561-25 approving a Lease Agreement, in a form approved by the City Attorney, with Enterprise Fleet Management for the lease of four (4) Ford Police Interceptor Utility patrol vehicles, at an amount of \$1,202.03 per month per vehicle, for a total annual cost of \$57,697.44 for six years; and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City.

9. **Awarding a Cooperative State and Local Government Agreement for File Conversion Services and Cloud-Based Document Management Software** (City Manager Hoem)

**Staff's Recommendation:** Adoption of Resolution No. 3562-25 awarding a Cooperative State and Government Agreement for File

Conversion Services with UBEO in the amount of \$48,107.43 and Cloud-Based Document Management Software with Laserfiche; and to authorize the City Manager to execute any and all documents regarding the project on behalf of the City.

OTHER ACTIONABLE ITEMS:

**10. Awarding a Sole Source Purchase From JWC Environmental For One (1) Rotor and Gearbox Assembly for “Muffin Monster” Wastewater Influent Screenings Washer Compactor for the Wastewater Treatment Plant** (Public Works Director Vinson)

**Staff's Recommendation:** Awards a sole source purchase to JWC Environmental for the purchase of 1 Rotor and Gearbox Assembly for Screenings Washer Compactor “Muffin Monster” for the Influent headworks for the wastewater Treatment Plant in an amount of \$28,527.87 plus shipping, and handling charges; and authorizes and directs the City Manager to execute the purchase order on behalf of the City.

**11. Approving specifications and authorizing advertising and Call for Bids for the purchase of an Electric Street Sweeper** (Public Works Director Vinson)

**Staff's Recommendation:** Approving plans and specifications and authorizing advertising and calling for bids for Electric Street Sweeper Project, City Project No. 25-02 Bid Call No. 734-25.

\*\*\*END OF CONSENT CALENDAR\*\*\*

REPORTS AND PRESENTATIONS FROM STAFF:

**12. Adopting the City of Atwater Public Safety Transactions and Use Tax Program Guidelines** (City Manager Hoem)

**Staff's Recommendation:** Motion to Adopt Resolution No. 3563-25 approving the City of Atwater Public Safety Transactions and Use Tax Program Guidelines; or

Motion to approve staff's recommendation as presented.

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:

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

CITY MANAGER REPORTS/UPDATES:

13. **Update from the City Manager**

CLOSED SESSION:

Adjourn to Conference Room A

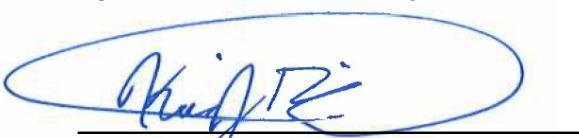
- **Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Number of cases (2)**
- **Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiations regarding property price and terms of payment. Agency Negotiators: City Manager Hoem and Public Works Director Vinson. Negotiating Parties: National Retail Properties,LP Property Location: 303 E. Bellevue Road, Atwater, CA 95301 APN 156-060-011**
- **Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case: City of Atwater v. Robert Hugo Carbajal, et al. (Merced County Superior Court, Case No. 23CV-00807)**

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:

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](mailto: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.***

**LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:**

*Applicants, parties, and their agents who have made campaign contributions totaling more than \$250 (aggregated) to a Councilmember over the past 12 months, must publicly disclose that fact for the official record of that agenda item. Disclosures must include the amount of the campaign contribution aggregated, and the name(s) of the campaign contributor(s) and Councilmember(s). The disclosure may be made either in writing to the City Clerk prior to the agenda item consideration, or by verbal disclosure at the time of the agenda item consideration.*

*The foregoing statements do not constitute legal advice, nor a recitation of all legal requirements and obligations of parties/applicants and their agents. Parties and agents are urged to consult with their own legal counsel regarding the requirements of the law.*

# JULY

2025

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
	City Council Meeting - 6:00 PM		Planning Commission Meeting - 6:00 PM			
20	21	22	23	Scan QR Code for info 24 regarding mobile office hours	25	26
27	28	29	30	31		



**City Holiday  
Trash pick up  
delayed - 1 day**

Movie in the Park  
Moana 2  
Veterans Park



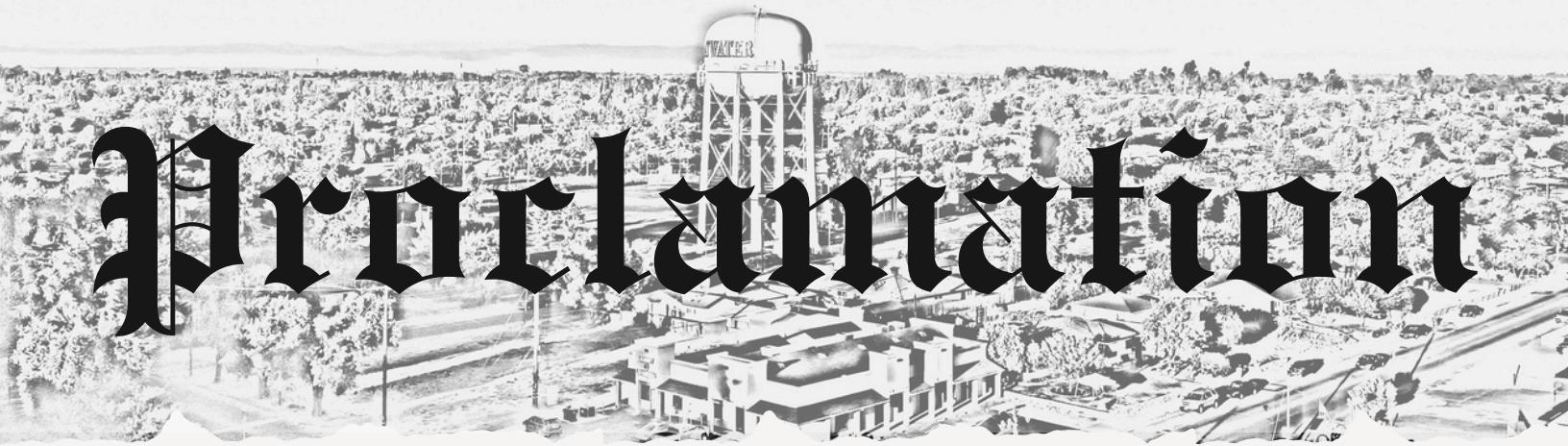
# AUGUST



# 2025

SUN MON TUE WED THU FRI SAT

							1	2
3	4	5	6	7	8	Movie in the Park 😊 Inside Out 2 Joan Faul Park	9	
10	11	12	13	14	15		16	
	City Council Meeting - 6:00 PM							
17	18	19	20	21	22		23	
			Planning Commission Meeting - 6:00 PM					
24	25	26	27	28	29		30	
	Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM		City Manager Meet Up Mango Crazy - 5:00 PM	Scan QR Code for info regarding mobile office hours				
31								



# Proclamation

**WHEREAS**, the Fourth of July is a cherished tradition in the City of Atwater, bringing together residents, families, and visitors to celebrate our nation's independence with pride and joy; and

**WHEREAS**, the Atwater Fourth of July Committee has once again demonstrated extraordinary dedication, leadership, and community spirit in organizing this year's Independence Day festivities; and

**WHEREAS**, through months of planning, tireless volunteer efforts, and steadfast commitment, the Committee delivered a memorable celebration that included a lively parade, vibrant activities, and a spectacular fireworks show that lit up the Atwater sky; and

**WHEREAS**, the success of this event is a direct reflection of the creativity, collaboration, and passion that the Committee brings to their work in service to our community; and

**WHEREAS**, the City of Atwater deeply values this partnership and recognizes the joy and unity the Committee has helped inspire among residents and guests alike;

**NOW, THEREFORE, BE IT PROCLAIMED**, that the City of Atwater hereby extends its heartfelt gratitude and appreciation to the Atwater Fourth of July Committee for their outstanding efforts in organizing and hosting the 2025 Fourth of July celebration, and commends them for their ongoing dedication to enriching the spirit of Atwater.



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Michael G. Nelson, Mayor  
City of Atwater

**Warrant Summary July 28, 2025**  
**Prepared By: Joseph Murillo, Accounting Technician**  
**Accounts Payable Warrant**

	<b>Amount</b>
7/28/2025 Warrant	\$ 2,307,703.96
Prewrittens (Checks Processed Between Warrants)	\$ 400,697.33
<b>Total Accounts Payable Warrants:</b>	<b>\$ 2,708,401.29</b>

<b>Additional Warrants</b>		
<b>Date</b>	<b>Description</b>	<b>Amount</b>
7/14/2025	AFSCME District Council 57	\$ 982.38
7/14/2025	Atwater Police Officers Association	\$ 2,937.80
7/14/2025	CALPERS Employee 457 Plan	\$ 1,602.00
7/14/2025	EPARS Employee 457 Plan (PNC Bank)	\$ 1,888.00
7/14/2025	PERS Retirement 6/19/25 - 7/2/25	\$ 62,767.08
7/14/2025	State Disbursement - Child Support 7/10/25 Payroll	\$ 115.38
7/16/2025	CALPERS UAL 25/26	\$ 2,667,378.00

<b>Total Additional Warrants:</b>	<b>\$ 2,737,670.64</b>
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<b>Payroll</b>		
<b>Date</b>	<b>Description</b>	<b>Amount</b>
7/10/2025	Net Payroll	\$ 210,427.31
7/14/2025	Federal Taxes	\$ 68,573.58
7/14/2025	State Taxes	\$ 8,993.73
<b>Total Payroll:</b>		<b>\$ 287,994.62</b>

<b>Grand Total:</b>	<b>\$ 5,734,066.55</b>
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**Anna Nicholas, Finance Director**

  
**Mark Borba, City Treasurer**

# Accounts Payable

## Checks by Date - Detail by Check Date

User: jmurillo  
Printed: 8/8/2025 6:48 AM



*City of*  
**Atwater**  
*Community Pride City Wide*

750 Bellevue Road, Atwater CA 95301

Check No Invoice No	Vendor No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CHA999	CHASE	07/28/2025	
	6302025	CA DEBT & INVESTMENT ADVISORY - SEN		400.00
	6302025	WALMART.COM - OFFICE SUPPLIES		63.05
	6302025	CSMFO - TRAINING		165.00
	6302025	FOOD4LESS - STRATEGIC PLAN WORKSHC		36.57
	7032025	REMARKABLE OSLO - SUBSCRIPTION		2.99
	7032025	COSTCO - EQUIPMENT		25.00
	7032025	HARRAHS LAKE TAHOE - RESERVATION E		90.29
	7032025	INTERNATIONAL CODE COUNCIL - CODE		1,771.45
	7032025	BIG 5 - WEIGHTS		34.74
	7032025	THE UPS STORE - POSTAGE FEES		15.84
	7032025	LOWES - SAND		8.21
	7032025	ULINE - TABLE		857.55
	7032025	CPRS - ANNUAL CONFERENCE		535.00
	7032025	COSTCO - EQUIPMENT		261.04
	7032025	LOWES - TOOLS		21.09
	7032025	LIEBERT CASSIDY WHITMORE - CONSORT		300.00
	7032025	BEST BUY - IPAD COVER		218.64
	7032025	TRUDOOR - LOCK		211.77
	7032025	GARY'S RENT A CAN - RALSTON PARK		337.47
	7032025	LOWES - TOOLS		25.35
	7032025	CSMFO - TRAINING		125.00
	7032025	GOVERNMENT FINANCE OFFICERS ASSOC		-262.50
	7032025	THE SIGN GUYS - DECAL STICKERS		57.64
	7032025	BANKSUPPLIES - CREDIT		-26.26
	7032025	CSMFO - TRAINING		60.00
	7032025	ISABELLAS BAR & GRILL - INTERVIEW PA		69.75
	7032025	LOWES - TOOLS		84.37
	7032025	WALMART - HARD DRIVE		70.69
	7032025	WALMART - WATERPROOF PACK		337.05
	7032025	UNISOURCE - RECORDS DESK BRACKET		43.61
	7032025	MADD.ORG - MADD AWARDS		336.00
	7032025	AWWA - CERTIFICATION		360.00
	7032025	WALMART - CANOPY		56.55
	7032025	FOOD4LESS - CHLORINE		583.68
	7032025	PRESTONS LOCK SHOP - PD OFFICE KEYS		17.40
	7032025	SUNNY TRUCK & RV WASH - #5159 WASH		140.00
	7032025	HARRAHS LAKE TAHOE - RESERVATION E		90.29
	7032025	UNDERARMOUR.COM - BOOTS		108.75
	7032025	CMTA - MEMBERSHIP		125.00
	7032025	SIRCHIE - EVIDENCE SUPPLIES		76.16
	7032025	VISTAPRINT - BUSINESS CARDS		161.79
	7032025	HARRAHS LAKE TAHOE - RESERVATION E		90.29
	7032025	YOSEMITE CHAPTER - SUBSCRIPTION		75.00

Total for this ACH Check for Vendor CHA999:

8,161.31

Total for 7/28/2025:

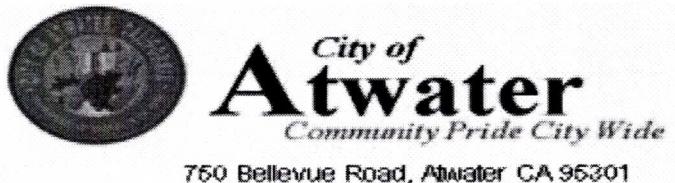
8,161.31



Accounts Payable  
Checks for Approval

User: jmurillo  
Printed: 8/8/2025 - 6:45 AM

Prewritten



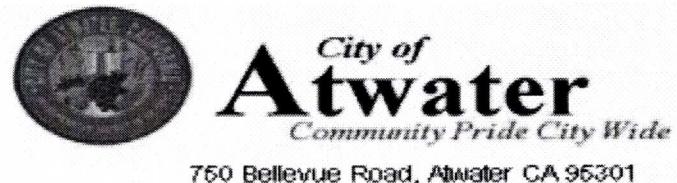
Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28469	07/11/2025	6000 Water Enterprise Fund	Training	LOGAN TAYLOR		559.00
					Check Total:	559.00
28470	07/11/2025	6000 Water Enterprise Fund	Training	RYAN WARD		559.00
					Check Total:	559.00
28471	07/14/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		50.00
					Check Total:	50.00
28472	07/17/2025	0004 Public Safety Trans & Use Tax	Rents & Leases	COMMUNITY FIRST NATIONAL BANK		46,518.82
					Check Total:	46,518.82
28473	07/11/2025	0004 Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		2,152.70
					Check Total:	2,152.70
28474	07/11/2025	6001 Water Fund Capital Replacement	Well #20A Rehab	W.M. LYLES COMPANY		95,410.47
28474	07/11/2025	6001 Water Fund Capital Replacement	Project Retention	W.M. LYLES COMPANY		121,034.12
28474	07/11/2025	6007 1,2,3-TCP Fund	Project Retention	W.M. LYLES COMPANY		-280.43
28474	07/11/2025	6001 Water Fund Capital Replacement	Project Retention	W.M. LYLES COMPANY		-4,770.53
28474	07/11/2025	6007 1,2,3-TCP Fund	Well #20A Rehab	W.M. LYLES COMPANY		5,608.75
28474	07/11/2025	6007 1,2,3-TCP Fund	Project Retention	W.M. LYLES COMPANY		133,750.43
					Check Total:	350,752.81
28475	07/23/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF DOS PALOS		35.00
28475	07/23/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF DOS PALOS		35.00
28475	07/23/2025	0001 General Fund	Travel/Conferences/Meetings	CITY OF DOS PALOS		35.00
					Check Total:	105.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Report Total:	400,697.33

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 7/28/2025 - 4:33 PM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	07/28/2025	0001 General Fund	Office Supplies	CHASE		161.79
0	07/28/2025	7030 Information Technology Fund	Special Departmental Expense	CHASE		70.69
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		535.00
0	07/28/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,331.51
0	07/28/2025	0001 General Fund	Machinery & Equipment	CHASE		857.55
0	07/28/2025	0001 General Fund	Maint. Buildings & Grounds	CHASE		583.68
0	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		17.40
0	07/28/2025	0001 General Fund	Special Departmental Expense	CHASE		36.57
0	07/28/2025	0001 General Fund	Memberships & Subscriptions	CHASE		2.99
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		90.29
0	07/28/2025	0001 General Fund	Special Departmental Expense	CHASE		76.16
0	07/28/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,331.52
0	07/28/2025	0001 General Fund	Special Departmental Expense	CHASE		57.64
0	07/28/2025	0001 General Fund	Special Departmental Expense	CHASE		211.77
0	07/28/2025	0001 General Fund	Various Classes	CHASE		8.21
0	07/28/2025	0001 General Fund	Memberships & Subscriptions	CHASE		60.00
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		90.29
0	07/28/2025	6001 Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		6,397.76
0	07/28/2025	0001 General Fund	Special Departmental Expense	CHASE		337.05
0	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CHASE		34.74
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		90.29
0	07/28/2025	0001 General Fund	Training	CHASE		165.00
0	07/28/2025	0001 General Fund	Machinery & Equipment	CHASE		43.61
0	07/28/2025	0001 General Fund	Office Supplies	CHASE		63.05
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		336.00
0	07/28/2025	0001 General Fund	Training	CHASE		125.00
0	07/28/2025	6000 Water Enterprise Fund	Training	CHASE		360.00
0	07/28/2025	0001 General Fund	Memberships & Subscriptions	CHASE		75.00
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		300.00
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		69.75
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		-262.50
0	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CHASE		56.55
0	07/28/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,331.51
0	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CHASE		140.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	07/28/2025	0001 General Fund	Men's Fall Softball	CHASE		84.37
0	07/28/2025	0001 General Fund	Fire Marshal Supplies	CHASE		218.64
0	07/28/2025	0001 General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		994.12
0	07/28/2025	0001 General Fund	Uniform & Clothing Expense	CHASE		108.75
0	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		25.35
0	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		400.00
0	07/28/2025	0001 General Fund	Professional Services	CHASE		15.84
0	07/28/2025	7000 Internal Service Fund	Small Tools	CHASE		21.09
0	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		-26.26
0	07/28/2025	0001 General Fund	Memberships & Subscriptions	CHASE		125.00
0	07/28/2025	0001 General Fund	Various Classes	CHASE		337.47
0	07/28/2025	0001 General Fund	Special Departmental Expense	CHASE		1,771.45
0	07/28/2025	0001 General Fund	Coed Fall Softball	CHASE		25.00
0	07/28/2025	0001 General Fund	Various Classes	CHASE		261.04
					Check Total:	22,547.73
28476	07/28/2025	6010 Sewer Enterprise Fund	Professional Services	A.M. PECHÉ & ASSOC. LLC		550.00
28476	07/28/2025	3064 RDVLPMT Obligation Retireme	Professional Services	A.M. PECHÉ & ASSOC. LLC		450.00
					Check Total:	1,000.00
28477	07/28/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		50.76
28477	07/28/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		143.11
28477	07/28/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		50.75
28477	07/28/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		749.97
28477	07/28/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		143.11
28477	07/28/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		50.76
28477	07/28/2025	6000 Water Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.66
28477	07/28/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		749.97
28477	07/28/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		749.97
28477	07/28/2025	6020 Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.67
28477	07/28/2025	6010 Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.67
28477	07/28/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		143.11
					Check Total:	9,031.51
28478	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	AIR EXCHANGE, INC.		524.01
					Check Total:	524.01
28479	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	ALL-PHASE ELECTRIC		137.30
					Check Total:	137.30
28480	07/28/2025	6007 1,2,3-TCP Fund	Professional Services	AQUEOUS VETS		126,054.77

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	126,054.77
28481	07/28/2025	0001 General Fund	Communications	AT&T		219.35
					Check Total:	219.35
28482	07/28/2025	7000 Internal Service Fund	Communications	AT&T CALNET		607.72
28482	07/28/2025	6010 Sewer Enterprise Fund	Communications	AT&T CALNET		559.84
28482	07/28/2025	6000 Water Enterprise Fund	Communications	AT&T CALNET		345.83
28482	07/28/2025	0001 General Fund	Communications	AT&T CALNET		173.25
					Check Total:	1,686.64
28483	07/28/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		43.97
28483	07/28/2025	0009 Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		89.74
28483	07/28/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		263.82
28483	07/28/2025	6010 Sewer Enterprise Fund	Communications	AT&T MOBILITY		483.67
28483	07/28/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		570.88
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		129.98
28483	07/28/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		43.97
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		146.64
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		482.88
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		341.75
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		43.97
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		885.28
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		219.72
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		89.74
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		1,127.76
28483	07/28/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		44.87
28483	07/28/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		44.87
28483	07/28/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		85.11
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		296.94
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		43.97
28483	07/28/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		129.49
28483	07/28/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		129.98
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		87.94
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		1,359.85
28483	07/28/2025	0001 General Fund	Communications	AT&T MOBILITY		129.98
					Check Total:	7,316.77
28484	07/28/2025	7000 Internal Service Fund	Professional Services	ATWATER TINT		80.00
28484	07/28/2025	7000 Internal Service Fund	Professional Services	ATWATER TINT		740.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		820.00
28485	07/28/2025	0001 General Fund	Special Departmental Expense	BAKER SUPPLIES AND REPAIRS		495.00
28485	07/28/2025	0001 General Fund	Professional Services	BAKER SUPPLIES AND REPAIRS		200.00
28485	07/28/2025	0001 General Fund	Small Tools	BAKER SUPPLIES AND REPAIRS		430.64
				Check Total:		1,125.64
28486	07/28/2025	7000 Internal Service Fund	Professional Services	BARTON OVERHEAD DOOR		420.00
				Check Total:		420.00
28487	07/28/2025	7000 Internal Service Fund	Professional Services	BEST ELECTRIC		525.00
				Check Total:		525.00
28488	07/28/2025	6000 Water Enterprise Fund	Professional Services	BLACK WATER CONSULTING ENGINEERING,		2,820.00
28488	07/28/2025	6000 Water Enterprise Fund	Professional Services	BLACK WATER CONSULTING ENGINEERING,		400.00
				Check Total:		3,220.00
28489	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		1,285.23
				Check Total:		1,285.23
28490	07/28/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,059.00
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,059.00
28490	07/28/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		498.39
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
28490	07/28/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,362.00
28490	07/28/2025	6010 Sewer Enterprise Fund	Professional Services	BSK ASSOCIATES		489.00
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		73.89
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		122.24
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		171.36
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,369.89
28490	07/28/2025	1018 SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	BSK ASSOCIATES		2,890.75
28490	07/28/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
				Check Total:		11,680.18
28491	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		1,399.96

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	1,399.96
28492	07/28/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		48.35
28492	07/28/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		285.51
28492	07/28/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		415.37
28492	07/28/2025	0001 General Fund	Professional Services	CAL FARM SERVICES		108.00
28492	07/28/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		-67.98
28492	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		75.40
					Check Total:	864.65
28493	07/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		23,297.50
28493	07/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		33,393.75
28493	07/28/2025	0001 General Fund	Race Communication Fiber Proj	CCME INC		34,573.36
					Check Total:	91,264.61
28494	07/28/2025	7030 Information Technology Fund	Professional Services	CIVICPLUS LLC		9,561.98
28494	07/28/2025	0001 General Fund	Professional Services	CIVICPLUS LLC		3,765.08
					Check Total:	13,327.06
28495	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		155.53
28495	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		35.72
					Check Total:	191.25
28496	07/28/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	COOK'S COMMUNICATIONS		1,162.51
					Check Total:	1,162.51
28497	07/28/2025	0001 General Fund	Memberships & Subscriptions	CPCA		508.00
					Check Total:	508.00
28498	07/28/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		792.00
28498	07/28/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		943.00
28498	07/28/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		-70.00
28498	07/28/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		902.00
					Check Total:	2,567.00
28499	07/28/2025	7030 Information Technology Fund	Special Departmental Expense	DATA PATH		13,055.19
					Check Total:	13,055.19
28500	07/28/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		192.95

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28500	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		17.13
28501	07/28/2025	0001 General Fund	Professional Services	DEPT. OF JUSTICE	Check Total:	210.08
28502	07/28/2025	0001 General Fund	Professional Services	DEPT.OF FORESTRY & FIRE PROTECTION		379.00
28502	07/28/2025	5050 CFD Districts	Professional Services	DEPT.OF FORESTRY & FIRE PROTECTION	Check Total:	379.00
28503	07/28/2025	0001 General Fund	Special Departmental Expense	EAGLE BUSINESS FORMS	Check Total:	1,150,292.18
28504	07/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		191.73
28504	07/28/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS	Check Total:	178.97
28505	07/28/2025	0001 General Fund	Uniform & Clothing Expense	ENTENMANN-ROVIN CO.		290.01
28505	07/28/2025	0001 General Fund	Uniform & Clothing Expense	ENTENMANN-ROVIN CO.	Check Total:	322.58
28506	07/28/2025	0001 General Fund	Office Supplies	ETCH THIS AND THAT	Check Total:	612.59
28507	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		100.92
28507	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.	Check Total:	155.01
28507	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		589.53
28508	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	FACILITY DESIGNS INC	Check Total:	2,860.67
28509	07/28/2025	1011 Gas Tax/Street Improvement	Small Tools	FASTENAL COMPANY	Check Total:	2,726.17
28510	07/28/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		184.01
28510	07/28/2025	0001 General Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC	Check Total:	194.84

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	378.85
28511	07/28/2025	7030 Information Technology Fund	Special Departmental Expense	GOVERNMENTJOBS.COM, INC.		18,305.55
					Check Total:	18,305.55
28512	07/28/2025	0001 General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		649.66
					Check Total:	649.66
28513	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	HORIZON		48.87
28513	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	HORIZON		20.57
28513	07/28/2025	0001 General Fund	Maint. Buildings & Grounds	HORIZON		1,366.24
28513	07/28/2025	1011 Gas Tax/Street Improvement	Small Tools	HORIZON		711.26
28513	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		27.87
28513	07/28/2025	0001 General Fund	Special Departmental Expense	HORIZON		304.18
28513	07/28/2025	0001 General Fund	Special Departmental Expense	HORIZON		24.15
					Check Total:	2,503.14
28514	07/28/2025	1018 SB1-Road Maint & Rehab RMRA	Traffic Signals Maint & Repair	JAM SERVICES INC		295.80
					Check Total:	295.80
28515	07/28/2025	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		13,530.50
					Check Total:	13,530.50
28516	07/28/2025	5012 Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
28516	07/28/2025	5014 Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
28516	07/28/2025	5044 Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
28516	07/28/2025	5042 Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
28516	07/28/2025	5035 Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
28516	07/28/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
28516	07/28/2025	5046 Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
28516	07/28/2025	5031 Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
28516	07/28/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
28516	07/28/2025	5027 Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
28516	07/28/2025	5040 Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
28516	07/28/2025	5022 Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
28516	07/28/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
28516	07/28/2025	5024 Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
28516	07/28/2025	5037 Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
28516	07/28/2025	5029 Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
28516	07/28/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
28516	07/28/2025	5018 Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28516	07/28/2025	5016 Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
				Check Total:		10,370.85
28517	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		187.77
28517	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		41.68
				Check Total:		229.45
28518	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		77.16
28518	07/28/2025	0001 General Fund	Special Departmental Expense	KELLOGG SUPPLY		169.95
28518	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		20.02
28518	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		103.90
				Check Total:		371.03
28519	07/28/2025	0001 General Fund	Memberships & Subscriptions	LAFCO		8,059.57
				Check Total:		8,059.57
28520	07/28/2025	6001 Water Fund Capital Replacement	Project Retention	LAWRENCE BACKHOE SERVICE INC		76,190.99
				Check Total:		76,190.99
28521	07/28/2025	0004 Public Safety Trans & Use Tax	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
				Check Total:		960.00
28522	07/28/2025	0001 General Fund	Memberships & Subscriptions	LIEBERT CASSIDY WHITMORE		4,520.00
				Check Total:		4,520.00
28523	07/28/2025	0010 Measure V Regional Fund	Bellevue Road Realignment	MARK THOMAS & COMPANY, INC		4,442.50
28523	07/28/2025	0010 Measure V Regional Fund	Bellevue Road Realignment	MARK THOMAS & COMPANY, INC		44,748.08
28523	07/28/2025	0010 Measure V Regional Fund	Bellevue Road Realignment	MARK THOMAS & COMPANY, INC		56,588.14
				Check Total:		105,778.72
28524	07/28/2025	6020 Sanitation Enterprise Fund	Other Revenue	MC REGIONAL WASTE MGMT. AUTH.		-1,292.26
28524	07/28/2025	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		11,238.38
				Check Total:		9,946.12
28525	07/28/2025	0001 General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		420.00
28525	07/28/2025	0001 General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
28525	07/28/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		240.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	940.00
28526	07/28/2025	0001 General Fund	Professional Services	MERCED COUNTY ANIMAL CONTROL		4,030.00
					Check Total:	4,030.00
28527	07/28/2025	0001 General Fund	Training	MERCED COUNTY LAW ENFORCEMENT CHIE		400.00
					Check Total:	400.00
28528	07/28/2025	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		19.64
28528	07/28/2025	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		253.66
28528	07/28/2025	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		950.56
28528	07/28/2025	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		35.37
28528	07/28/2025	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		120.12
28528	07/28/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		700.13
28528	07/28/2025	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
28528	07/28/2025	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		1,080.01
28528	07/28/2025	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		670.04
28528	07/28/2025	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
28528	07/28/2025	5034 Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		347.73
28528	07/28/2025	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		322.94
28528	07/28/2025	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		642.33
28528	07/28/2025	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		58.90
28528	07/28/2025	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
28528	07/28/2025	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		365.40
28528	07/28/2025	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
28528	07/28/2025	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		156.78
28528	07/28/2025	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		212.18
28528	07/28/2025	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		498.10
28528	07/28/2025	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		436.13
28528	07/28/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,898.49
28528	07/28/2025	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		16,285.94
					Check Total:	29,235.19
28529	07/28/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	MES SERVICE COMPANY LLC		16,672.40
					Check Total:	16,672.40
28530	07/28/2025	6020 Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		289,058.17
28530	07/28/2025	6020 Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-13,918.51
28530	07/28/2025	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,234.07
28530	07/28/2025	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-9,261.82
28530	07/28/2025	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-21,610.93

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28530	07/28/2025	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,671.75
				Check Total:		215,361.09
28531	07/28/2025	0001 General Fund	Training	MII TRAINING INNOVATIONS LLC		375.00
28531	07/28/2025	0001 General Fund	Training	MII TRAINING INNOVATIONS LLC		125.00
				Check Total:		500.00
28532	07/28/2025	7000 Internal Service Fund	Professional Services	MISTER CAR WASH		1,120.00
				Check Total:		1,120.00
28533	07/28/2025	0001 General Fund	Travel/Conferences/Meetings	JARED MOUA		163.93
				Check Total:		163.93
28534	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		3.93
28534	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		123.75
28534	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		110.74
28534	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		64.59
				Check Total:		303.01
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		73.73
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		2,837.29
28535	07/28/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		10.86
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		69.76
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		171.13
28535	07/28/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	O'REILLY AUTO PARTS		23.91
28535	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		53.25
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		118.62
28535	07/28/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		43.49
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		29.95
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		45.64
28535	07/28/2025	6010 Sewer Enterprise Fund	Small Tools	O'REILLY AUTO PARTS		7.06
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		21.74
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		43.46
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		61.69
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		207.50
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		264.25
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		275.75
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		75.62
28535	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		68.45
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		811.42
28535	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		162.02

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		5,476.59
28536	07/28/2025	7000 Internal Service Fund	Professional Services	OSBORNE'S APPLIANCE		188.00
				Check Total:		188.00
28537	07/28/2025	0001 General Fund	Training	PRI MANAGEMENT GROUP		188.99
				Check Total:		188.99
28538	07/28/2025	6001 Water Fund Capital Replacement	Well #20A Rehab	PROVOST & PRITCHARD CONSULTING GROU		3,709.60
				Check Total:		3,709.60
28539	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	PUMP PROS INC		10,125.00
28539	07/28/2025	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		9,032.45
				Check Total:		19,157.45
28540	07/28/2025	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOPF		3,364.60
				Check Total:		3,364.60
28541	07/28/2025	0001 General Fund	Rents & Leases	QUADIENT, INC.		287.58
				Check Total:		287.58
28542	07/28/2025	0001 General Fund	Professional Services	R TOUCH OF GLASS		3,650.00
				Check Total:		3,650.00
28543	07/28/2025	3065 Low&Mod Inc Housing Asset Fund	Professional Services	RSG INC		50.00
28543	07/28/2025	3064 RDVLPMT Obligation Retiremen	Professional Services	RSG INC		587.50
				Check Total:		637.50
28544	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SAFE-T-LITE		4,247.59
28544	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		-585.58
28544	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		261.79
28544	07/28/2025	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	SAFE-T-LITE		408.14
28544	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		1,303.51
28544	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		17.39
28544	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		84.37
				Check Total:		5,737.21
28545	07/28/2025	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		577.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		577.00
28546	07/28/2025	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		236.24
28546	07/28/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		5,518.50
28546	07/28/2025	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		9,773.37
28546	07/28/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		120,112.62
				Check Total:		135,640.73
28547	07/28/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	SIERRA MATERIALS & TRUCKING COMPANY		922.66
				Check Total:		922.66
28548	07/28/2025	1011 Gas Tax/Street Improvement	Machinery & Equipment	STILES TRUCK BODY & EQUIPMENT INC		17,766.24
				Check Total:		17,766.24
28549	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,149.71
28549	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		943.58
28549	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,013.27
28549	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,919.20
28549	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		854.35
28549	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,142.04
				Check Total:		7,022.15
28550	07/28/2025	0001 General Fund	Professional Services	TAYLOR VETERINARY HOSPITAL		230.35
				Check Total:		230.35
28551	07/28/2025	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		7,800.99
				Check Total:		7,800.99
28552	07/28/2025	7030 Information Technology Fund	Special Departmental Expense	TEXT MY GOV		10,500.00
				Check Total:		10,500.00
28553	07/28/2025	0001 General Fund	Office Supplies	THE SIGN GUYS		228.38
28553	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	THE SIGN GUYS		424.13
28553	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	THE SIGN GUYS		1,486.00
				Check Total:		2,138.51
28554	07/28/2025	7000 Internal Service Fund	Professional Services	TONYS PLUMBING SERVICE INC		922.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	922.00
28555	07/28/2025	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		156.94
					Check Total:	156.94
28556	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		256.60
28556	07/28/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		12,051.62
					Check Total:	12,308.22
28557	07/28/2025	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
28557	07/28/2025	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.04
28557	07/28/2025	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		51.96
28557	07/28/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
28557	07/28/2025	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		92.15
28557	07/28/2025	0001 General Fund	Communications	VERIZON WIRELESS		51.47
28557	07/28/2025	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
					Check Total:	393.65
28558	07/28/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,107.10
28558	07/28/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		69.50
					Check Total:	1,176.60
28559	07/28/2025	6010 Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	VVH CONSULTING SERVICES		2,000.00
28559	07/28/2025	1018 SB1-Road Maint & Rehab RMRA	Olive Avenue Overlay	VVH CONSULTING SERVICES		1,950.00
28559	07/28/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		2,695.00
28559	07/28/2025	6010 Sewer Enterprise Fund	Lower Shaffer Storm Drain Imp	VVH CONSULTING SERVICES		5,325.00
28559	07/28/2025	1018 SB1-Road Maint & Rehab RMRA	Fruitland Ave Rd Improvements	VVH CONSULTING SERVICES		11,338.75
28559	07/28/2025	6010 Sewer Enterprise Fund	Eucalyptus/First Drainage Imp	VVH CONSULTING SERVICES		6,250.00
28559	07/28/2025	0001 General Fund	Professional Services	VVH CONSULTING SERVICES		3,462.00
28559	07/28/2025	0001 General Fund	Professional Services	VVH CONSULTING SERVICES		555.00
28559	07/28/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		1,257.87
28559	07/28/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		9,708.74
28559	07/28/2025	6000 Water Enterprise Fund	Professional Services	VVH CONSULTING SERVICES		13,848.00
28559	07/28/2025	0001 General Fund	Professional Services	VVH CONSULTING SERVICES		11,340.00
					Check Total:	69,730.36
28560	07/28/2025	0001 General Fund	Maint. Buildings & Grounds	WARD ENTERPRISES		70.63
					Check Total:	70.63
28561	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		10.34

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28561	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		183.58
28561	07/28/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		16.51
28561	07/28/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		30.92
						Check Total: 241.35
28562	07/28/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	WINTON HARDWARE		33.36
28562	07/28/2025	6010 Sewer Enterprise Fund	Small Tools	WINTON HARDWARE		23.69
28562	07/28/2025	6010 Sewer Enterprise Fund	Small Tools	WINTON HARDWARE		151.81
						Check Total: 208.86
28563	07/28/2025	1013 Local Transportation Fund	Fruitland Ave Rd Improvements	WINTON WATER & SANITARY DISTRICT		3,563.60
						Check Total: 3,563.60
28564	07/28/2025	0001 General Fund	Special Departmental Expense	WORK WELLNESS		95.00
						Check Total: 95.00
						Report Total: 2,307,703.96

**Warrant Summary August 11, 2025**  
**Prepared By: Joseph Murillo, Accounting Technician**  
**Accounts Payable Warrant**

	<b>Amount</b>
8/11/2025 Warrant	\$ 925,451.29
Prewrittens (Checks Processed Between Warrants)	\$ 300.00
<b>Total Accounts Payable Warrants:</b>	<b>\$ 925,751.29</b>

**Additional Warrants**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
7/30/2025	Aflac	\$ 96.75
7/30/2025	AFSCME District Council 57	\$ 1,007.79
7/30/2025	Atwater Police Officers Association	\$ 2,937.80
7/30/2025	CALPERS Employee 457 Plan	\$ 1,602.00
7/30/2025	EPARS Employee 457 Plan (PNC Bank)	\$ 1,888.00
7/30/2025	PERS Retirement 7/3/25 - 7/16/25	\$ 64,046.36
7/30/2025	State Disbursement - Child Support 7/24/25 Payroll	\$ 115.38
7/30/2025	UNUM Voluntary Life Insurance August 2025 Premiums	\$ 107.01
8/5/2025	PERS Health - August 2025	\$ 131,881.31
7/30/2025	Retiree Medical Reimbursement - August 2025	\$ 54,554.30
<b>Total Additional Warrants:</b>		<b>\$ 258,236.70</b>

**Payroll**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
7/24/2025	Net Payroll	\$ 296,239.82
7/30/2025	Federal Taxes	\$ 72,946.62
7/30/2025	State Taxes	\$ 9,943.11
<b>Total Payroll:</b>	<b>\$ 379,129.55</b>	

**Grand Total:** \$ 1,563,117.54

  
Anna Nicholas, Finance Director

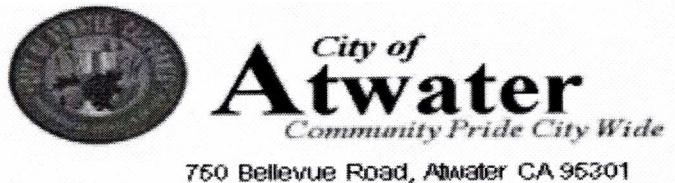
  
Mark Borba, City Treasurer

# Accounts Payable

## Checks for Approval

User: jmurillo  
Printed: 8/8/2025 - 7:28 AM

*Promitted*

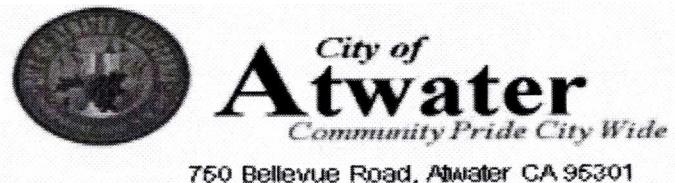


Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28565	07/30/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		50.00
				Check Total:		50.00
28566	07/30/2025	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		250.00
				Check Total:		250.00
				Report Total:		300.00

# Accounts Payable

## Checks for Approval

User: jmurillo  
Printed: 8/7/2025 - 2:35 PM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/11/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		39.64
0	08/11/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		178,007.29
0	08/11/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,468.09
0	08/11/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		554.22
0	08/11/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		554.22
0	08/11/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		33,147.40
0	08/11/2025	0001 General Fund	Office Supplies	QUADIENT FINANCE USA INC		1,249.59
0	08/11/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		47.26
0	08/11/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		129.26
0	08/11/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		97,916.67
0	08/11/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		134.92
0	08/11/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		554.23
0	08/11/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		39.64
0	08/11/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		61,666.67
0	08/11/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		39.64
						Check Total: 375,548.74
28567	08/11/2025	7000 Internal Service Fund	Professional Services	ADVANCED HEATING & AIR		187.50
28567	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	ADVANCED HEATING & AIR		592.69
28567	08/11/2025	7000 Internal Service Fund	Professional Services	ADVANCED HEATING & AIR		285.00
						Check Total: 1,065.19
28568	08/11/2025	7000 Internal Service Fund	Professional Services	AERIAL INSPECTION SERVICES		2,521.75
						Check Total: 2,521.75
28569	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	AIRGAS USA, LLC		124.90
28569	08/11/2025	0001 General Fund	Special Departmental Expense	AIRGAS USA, LLC		134.27
						Check Total: 259.17
28570	08/11/2025	0001 General Fund	Professional Services	ALLWAYS TOWING LLC		750.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	750.00
28571	08/11/2025	7000 Internal Service Fund	Professional Services	ALTEC INDUSTRIES INC		2,616.30
28571	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	ALTEC INDUSTRIES INC		429.00
					Check Total:	3,045.30
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		88.50
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		22.07
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		81.17
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		29.53
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		43.47
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		864.11
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		28.28
28572	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		75.09
28572	08/11/2025	0001 General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		173.95
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		213.33
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		90.90
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		73.92
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		101.50
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		93.17
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		125.79
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		3,364.38
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-19.58
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		26.92
28572	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		13.56
28572	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		36.61
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		147.35
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		17.36
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.84
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		44.01
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		45.68
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		131.83
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		96.70
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.95
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		63.44
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		82.60
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		81.17
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		17.20
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		19.36
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		3,364.38
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		1,135.40
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		135.02
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		64.15

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		6.08
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		547.66
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		432.54
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		34.75
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		41.80
28572	08/11/2025	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		29.35
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		804.74
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		195.74
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		507.73
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		71.76
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		38.35
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		89.71
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		653.82
28572	08/11/2025	6010 Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		357.83
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		450.54
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		58.38
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		46.74
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		11.17
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		23.75
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		4,110.80
28572	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		21.74
28572	08/11/2025	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		134.30
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		168.52
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		816.57
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		44.01
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		64.15
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		58.38
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		53.84
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		51.69
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		92.43
28572	08/11/2025	6010 Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		107.66
28572	08/11/2025	0001 General Fund	Various Classes	AMAZON CAPITAL SERVICES		27.72
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		252.57
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		50.01
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		413.24
28572	08/11/2025	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		18.48
28572	08/11/2025	0001 General Fund	Various Classes	AMAZON CAPITAL SERVICES		270.85
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		46.72
28572	08/11/2025	0001 General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		108.75
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		9.68
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		282.71
28572	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		309.71
28572	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		78.04
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		423.45

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.96
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.98
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		8.59
28572	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		144.53
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		776.06
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		34.39
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		279.12
28572	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		78.04
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		70.88
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		2,389.36
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		302.69
28572	08/11/2025	0001 General Fund	Various Classes	AMAZON CAPITAL SERVICES		61.26
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		148.88
28572	08/11/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		27.87
28572	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		32.42
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		148.49
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		3,364.38
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		216.23
28572	08/11/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		1,135.40
28572	08/11/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		364.85
						Check Total: 33,212.95
28573	08/11/2025	0001 General Fund	Professional Services	ATWATER VETERINARY CENTER		180.00
						Check Total: 180.00
28574	08/11/2025	0001 General Fund	Community Center Deposits	ATWATER YOUTH BASEBALL & SOFTBALL		210.00
28574	08/11/2025	0001 General Fund	Community Center Deposits	ATWATER YOUTH BASEBALL & SOFTBALL		210.00
28574	08/11/2025	0001 General Fund	Community Center Deposits	ATWATER YOUTH BASEBALL & SOFTBALL		210.00
						Check Total: 630.00
28575	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	JOHN BAILEY		23.15
28575	08/11/2025	6020 Sanitation Enterprise Fund	Accounts Payable	JOHN BAILEY		18.63
28575	08/11/2025	6010 Sewer Enterprise Fund	Accounts Payable	JOHN BAILEY		27.49
						Check Total: 69.27
28576	08/11/2025	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		2,772.00
28576	08/11/2025	6000 Water Enterprise Fund	Professional Services	BEST BEST & KRIEGER		10,967.40
28576	08/11/2025	0001 General Fund	Professional Services	BEST BEST & KRIEGER		38,259.01
28576	08/11/2025	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		7,191.15
28576	08/11/2025	6000 Water Enterprise Fund	Professional Services	BEST BEST & KRIEGER		86.70
28576	08/11/2025	6010 Sewer Enterprise Fund	Professional Services	BEST BEST & KRIEGER		166.00
28576	08/11/2025	0001 General Fund	Professional Services	BEST BEST & KRIEGER		76,827.32

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	136,269.58
28577	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	BEST ELECTRIC		314.62
28577	08/11/2025	7000 Internal Service Fund	Professional Services	BEST ELECTRIC		612.50
28577	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	BEST ELECTRIC		37.41
28577	08/11/2025	7000 Internal Service Fund	Professional Services	BEST ELECTRIC		1,050.00
					Check Total:	2,014.53
28578	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		67.81
28578	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.68
28578	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		69.69
28578	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		24.67
28578	08/11/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	BIG CREEK LUMBER COMPANY		92.30
28578	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		51.96
28578	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		128.59
28578	08/11/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	BIG CREEK LUMBER COMPANY		48.92
28578	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.58
28578	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		61.05
28578	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		75.58
28578	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		36.84
28578	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		41.33
28578	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		87.17
28578	08/11/2025	6010 Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		98.65
28578	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		152.46
28578	08/11/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		117.26
28578	08/11/2025	6010 Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		78.29
28578	08/11/2025	6000 Water Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		136.86
28578	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		94.99
28578	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		104.66
28578	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		95.29
28578	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		-30.99
28578	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		48.43
28578	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		5.80
28578	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		370.63
28578	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		51.48
					Check Total:	2,131.98
28579	08/11/2025	0001 General Fund	Community Center Deposits	BLUE DIAMOND GROWERS		210.00
28579	08/11/2025	0001 General Fund	Community Center Deposits	BLUE DIAMOND GROWERS		350.00
28579	08/11/2025	0001 General Fund	Community Center Deposits	BLUE DIAMOND GROWERS		210.00
					Check Total:	770.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28580	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BOGIES PUMP SYSTEMS		454.36
28580	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BOGIES PUMP SYSTEMS		2,220.00
					Check Total:	2,674.36
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		133.15
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		171.36
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		101.44
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,056.00
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		248.28
28581	08/11/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		61.12
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		26.63
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,356.00
28581	08/11/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,398.56
28581	08/11/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		213.04
28581	08/11/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		215.64
					Check Total:	8,565.88
28582	08/11/2025	0001 General Fund	Memberships & Subscriptions	CACEO		100.00
					Check Total:	100.00
28583	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		130.36
28583	08/11/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		48.48
28583	08/11/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		119.17
28583	08/11/2025	6010 Sewer Enterprise Fund	Professional Services	CAL FARM SERVICES		80.00
					Check Total:	378.01
28584	08/11/2025	6007 1,2,3-TCP Fund	Professional Services	CARBON SUPPLY INC		17,405.00
					Check Total:	17,405.00
28585	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	MAUREE CASTLE		41.65
					Check Total:	41.65
28586	08/11/2025	0001 General Fund	Community Center Deposits	MELISSA CHAVEZ		350.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	350.00
28587	08/11/2025	0001 General Fund	Training	CITY OF FRESNO		623.00
28587	08/11/2025	0001 General Fund	Training	CITY OF FRESNO		623.00
					Check Total:	1,246.00
28588	08/11/2025	7000 Internal Service Fund	Utilities	COMCAST		125.01
					Check Total:	125.01
28589	08/11/2025	0001 General Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTOR'S		66.14
28589	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTOR'S		70.57
					Check Total:	136.71
28590	08/11/2025	0001 General Fund	Professional Services	CPCA		170.00
					Check Total:	170.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		55.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
28591	08/11/2025	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
					Check Total:	407.00
28592	08/11/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,806.00
28592	08/11/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
28592	08/11/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		760.00
28592	08/11/2025	7030 Information Technology Fund	Professional Services	DATA PATH		8,321.00
28592	08/11/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
28592	08/11/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,848.50
					Check Total:	19,255.50
28593	08/11/2025	0001 General Fund	Various Classes	MARY ANN DAVIS		432.25
					Check Total:	432.25
28594	08/11/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		45.00
28594	08/11/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		212.15

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28594	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		15.17
28594	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		928.20
28594	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		751.04
28594	08/11/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		199.35
					Check Total:	2,150.91
28595	08/11/2025	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	DISPENSING TECHNOLOGY CORPORATION		1,750.30
					Check Total:	1,750.30
28596	08/11/2025	7000 Internal Service Fund	Professional Services	DONLEE PUMP COMPANY		205.00
28596	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	DONLEE PUMP COMPANY		341.36
					Check Total:	546.36
28597	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ED JONES COMPANY		4,967.16
					Check Total:	4,967.16
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		50.99
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		76.49
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		30.31
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		78.13
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		83.11
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		19.00
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		189.18
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		218.37
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		78.13
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		273.84
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		280.35
28598	08/11/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		30.31
					Check Total:	1,408.21
28599	08/11/2025	0001 General Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		294.76
					Check Total:	294.76
28600	08/11/2025	0001 General Fund	Community Center Deposits	EXHORTATION TO UNITY INC		350.00
28600	08/11/2025	0001 General Fund	Community Center Deposits	EXHORTATION TO UNITY INC		210.00
28600	08/11/2025	0001 General Fund	Community Center Rental	EXHORTATION TO UNITY INC		-80.00
28600	08/11/2025	0001 General Fund	Community Center Deposits	EXHORTATION TO UNITY INC		210.00
28600	08/11/2025	0001 General Fund	Community Center Deposits	EXHORTATION TO UNITY INC		210.00
28600	08/11/2025	0001 General Fund	Community Center Deposits	EXHORTATION TO UNITY INC		210.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	1,110.00
28601	08/11/2025	0001 General Fund	Office Supplies	FEDEX		58.84
					Check Total:	58.84
28602	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		371.98
28602	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		615.93
					Check Total:	987.91
28603	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	FORD PRO		269.35
					Check Total:	269.35
28604	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	G & M MANAGEMENT SERVICES		806.46
					Check Total:	806.46
28605	08/11/2025	0001 General Fund	Community Center Deposits	OMAR GARCIA		350.00
					Check Total:	350.00
28606	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		338.17
					Check Total:	338.17
28607	08/11/2025	0001 General Fund	Training	LARON HARLEY		68.09
					Check Total:	68.09
28608	08/11/2025	0001 General Fund	Special Departmental Expense	HENRY SCHEIN, INC.		537.23
					Check Total:	537.23
28609	08/11/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		487.90
28609	08/11/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		915.00
28609	08/11/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		147.00
28609	08/11/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		118.16
					Check Total:	1,668.06
28610	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		303.58
28610	08/11/2025	0001 General Fund	Special Departmental Expense	HORIZON		5.98
28610	08/11/2025	0001 General Fund	Special Departmental Expense	HORIZON		24.15
28610	08/11/2025	0001 General Fund	Special Departmental Expense	HORIZON		318.03
28610	08/11/2025	0001 General Fund	Maint. Buildings & Grounds	HORIZON		1,131.62

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28610	08/11/2025	0001 General Fund	Special Departmental Expense	HORIZON		6.91
					Check Total:	1,790.27 -
28611	08/11/2025	0001 General Fund	Memberships & Subscriptions	IIMC		235.00
					Check Total:	235.00 -
28612	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		369.75
					Check Total:	369.75 -
28613	08/11/2025	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		751.15
					Check Total:	751.15 -
28614	08/11/2025	5031 Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,320.00
					Check Total:	1,320.00 -
28615	08/11/2025	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		189.37
					Check Total:	189.37 -
28616	08/11/2025	0001 General Fund	Professional Services	JORGENSEN COMPANY		973.87
					Check Total:	973.87 -
28617	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		32.19
28617	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		125.11
28617	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		34.09
28617	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		37.39
28617	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		66.51
28617	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		43.28
28617	08/11/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	KELLOGG SUPPLY		339.90
28617	08/11/2025	7000 Internal Service Fund	Small Tools	KELLOGG SUPPLY		88.17
					Check Total:	766.64 -
28618	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	DORIAN KNOX		112.98
					Check Total:	112.98 -
28619	08/11/2025	0001 General Fund	Miscellaneous	LOOMIS		465.00
					Check Total:	465.00 -
28620	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	DEANNA LOPES		131.26

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	131.26
28621	08/11/2025	6020 Sanitation Enterprise Fund	Accounts Payable	MAX VAL INC		21.91
					Check Total:	21.91
28622	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		45.08
					Check Total:	45.08
28623	08/11/2025	0001 General Fund	Accounts Payable	LEONARD & MONIKA MCCARTNEY		2.00
28623	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	LEONARD & MONIKA MCCARTNEY		51.94
					Check Total:	53.94
28624	08/11/2025	0001 General Fund	Coed Fall Softball	MCNAMARA SPORTS		110.00
28624	08/11/2025	0001 General Fund	Men's Fall Softball	MCNAMARA SPORTS		646.59
28624	08/11/2025	0001 General Fund	Men's Summer Softball	MCNAMARA SPORTS		646.59
28624	08/11/2025	0001 General Fund	Coed Summer Softball	MCNAMARA SPORTS		110.00
28624	08/11/2025	0001 General Fund	Uniform & Clothing Expense	MCNAMARA SPORTS		130.00
					Check Total:	1,643.18
28625	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	SHELBY MEDEIROS		166.23
					Check Total:	166.23
28626	08/11/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		300.00
28626	08/11/2025	0001 General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		420.00
28626	08/11/2025	0001 General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
					Check Total:	1,000.00
28627	08/11/2025	0001 General Fund	Castle Park Deposits	ROBERT MORRIS		200.00
					Check Total:	200.00
28628	08/11/2025	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,409.76
28628	08/11/2025	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,447.82
					Check Total:	4,857.58
28629	08/11/2025	7000 Internal Service Fund	Professional Services	NVB EQUIPMENT INC		1,002.50
28629	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	NVB EQUIPMENT INC		506.12
					Check Total:	1,508.62

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		57.65
28630	08/11/2025	0001 General Fund	Small Tools	O'REILLY AUTO PARTS		214.22
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		28.04
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		82.87
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		15.21
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		247.51
28630	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		35.65
28630	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		66.29
28630	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		38.05
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		253.22
28630	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		30.44
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		27.30
28630	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		26.57
28630	08/11/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		60.83
28630	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		76.10
28630	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		99.48
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		41.31
28630	08/11/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		39.10
28630	08/11/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		41.29
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		197.84
28630	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		38.79
					Check Total:	1,717.76
28631	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	DAVID PEREZ OCHOA		7.16
					Check Total:	7.16
28632	08/11/2025	0001 General Fund	Training	TREVOR PHILLIPS		69.29
					Check Total:	69.29
28633	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	POLLARDWATER		599.82
					Check Total:	599.82
28634	08/11/2025	0001 General Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		104.00
					Check Total:	104.00
28635	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	PROPERTY MANAGEMENT		168.83
					Check Total:	168.83
28636	08/11/2025	0001 General Fund	Rents & Leases	QUADIENT, INC.		36.00
28636	08/11/2025	0001 General Fund	Special Departmental Expense	QUADIENT, INC.		114.15

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		150.15
28637	08/11/2025	6010 Sewer Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		14,906.25
				Check Total:		14,906.25
28638	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	MARIA RAMIREZ		145.39
				Check Total:		145.39
28639	08/11/2025	7000 Internal Service Fund	Professional Services	RAZZARI DODGE CHRYSLER JEEP RAM		85.00
28639	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		435.94
28639	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		56.64
				Check Total:		577.58
28640	08/11/2025	7000 Internal Service Fund	Professional Services	RECOVERY ROOM UPHOLSTERY		220.00
				Check Total:		220.00
28641	08/11/2025	0001 General Fund	Uniform & Clothing Expense	DAVID RIVERA		150.00
				Check Total:		150.00
28642	08/11/2025	6020 Sanitation Enterprise Fund	Accounts Payable	JOE RODRIGUES		7.71
28642	08/11/2025	6010 Sewer Enterprise Fund	Accounts Payable	JOE RODRIGUES		11.46
28642	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	JOE RODRIGUES		9.54
				Check Total:		28.71
28643	08/11/2025	6010 Sewer Enterprise Fund	Professional Services	ROLFE CONSTRUCTION		8,500.00
				Check Total:		8,500.00
28644	08/11/2025	0001 General Fund	Office Supplies	SAFEGUARD BUSINESS SYSTEMS		585.26
28644	08/11/2025	0001 General Fund	Office Supplies	SAFEGUARD BUSINESS SYSTEMS		174.68
				Check Total:		759.94
28645	08/11/2025	1018 SB1-Road Maint & Rehab RMRA	Traffic Signals Maint & Repair	SAFE-T-LITE		152.21
				Check Total:		152.21
28646	08/11/2025	6020 Sanitation Enterprise Fund	Accounts Payable	NIMRAT SANDHU		26.35
28646	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	NIMRAT SANDHU		144.70
28646	08/11/2025	6010 Sewer Enterprise Fund	Accounts Payable	NIMRAT SANDHU		38.94

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		209.99
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		337.58
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		265.00
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		250.00
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		657.40
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		176.00
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		122.25
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		206.00
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		374.34
28647	08/11/2025	0001 General Fund	Professional Services	SANTA FE PET HOSPITAL		350.22
				Check Total:		2,738.79
28648	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	ALBERTO SERNA		112.98
				Check Total:		112.98
28649	08/11/2025	6010 Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		19,508.51
				Check Total:		19,508.51
28650	08/11/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	SIERRA MATERIALS & TRUCKING COMPANY		815.95
28650	08/11/2025	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	SIERRA MATERIALS & TRUCKING COMPANY		830.91
				Check Total:		1,646.86
28651	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	SKITTLES LLC		117.08
28651	08/11/2025	0001 General Fund	Accounts Payable	SKITTLES LLC		2.00
				Check Total:		119.08
28652	08/11/2025	0001 General Fund	Community Center Deposits	EVELYN SMITH		210.00
				Check Total:		210.00
28653	08/11/2025	0001 General Fund	Special Departmental Expense	NATALIE SOBALVARRO		125.00
				Check Total:		125.00
28654	08/11/2025	0001 General Fund	Professional Services	STATE PRO BUILDERS INC.		4,500.00
				Check Total:		4,500.00
28655	08/11/2025	0001 General Fund	Special Departmental Expense	STRYKER SALES LLC		1,601.10

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		1,601.10
28656	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	SUCCESS PROPERTY MANAGEMENT		136.78
				Check Total:		136.78
28657	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,965.66
28657	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		873.89
28657	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,103.68
				Check Total:		3,943.23
28658	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	JOHNTAVIOUS TAYLOR		166.23
				Check Total:		166.23
28659	08/11/2025	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		6,580.00
				Check Total:		6,580.00
28660	08/11/2025	0001 General Fund	Castle Park Deposits	THEODORE TORRES		200.00
				Check Total:		200.00
28661	08/11/2025	7000 Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
				Check Total:		33.00
28662	08/11/2025	7000 Internal Service Fund	Operations & Maintenance	TURF STAR INC		212.52
				Check Total:		212.52
28663	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	UNDERGROUND SERVICE ALERT OF NORTHE		1,176.40
28663	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	UNDERGROUND SERVICE ALERT OF NORTHE		371.94
28663	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	UNDERGROUND SERVICE ALERT OF NORTHE		1,176.41
				Check Total:		2,724.75
28664	08/11/2025	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		3,910.52
28664	08/11/2025	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE		1,197.16
28664	08/11/2025	7010 Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE		2,063.70
				Check Total:		7,171.38
28665	08/11/2025	0001 General Fund	Women's Volleyball	MONICA VAN HOUTEN		425.00
				Check Total:		425.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
28666	08/11/2025	0001 General Fund	Community Center Deposits	KAO VANG		350.00
					Check Total:	350.00
28667	08/11/2025	0001 General Fund	Uniform & Clothing Expense	TOU VANG		162.36
					Check Total:	162.36
28668	08/11/2025	6010 Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		196,406.03
					Check Total:	196,406.03
28669	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	LISETH VIDAURI		181.04
28669	08/11/2025	6020 Sanitation Enterprise Fund	Accounts Payable	LISETH VIDAURI		46.24
28669	08/11/2025	6010 Sewer Enterprise Fund	Accounts Payable	LISETH VIDAURI		68.72
					Check Total:	296.00
28670	08/11/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,532.23
28670	08/11/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,195.44
					Check Total:	2,727.67
28671	08/11/2025	0001 General Fund	Maint. Buildings & Grounds	WARD ENTERPRISES		70.63
					Check Total:	70.63
28672	08/11/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		8.81
28672	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		13.95
					Check Total:	22.76
28673	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		88.32
28673	08/11/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		11.84
					Check Total:	100.16
28674	08/11/2025	6000 Water Enterprise Fund	Accounts Payable	DARYL WOOD		174.16
					Check Total:	174.16
28675	08/11/2025	0001 General Fund	Various Classes	WOODING CUSTOM GRAPHICS		849.76
					Check Total:	849.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Report Total:	925,451.29



# CITY OF ATWATER

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## SPECIAL MEETING CITY COUNCIL

### ACTION MINUTES

**May 31, 2025**

**Atwater Community Center, Jesse Frago Room – 760 E. Bellevue Road, Atwater, California**

**CALL TO ORDER**

The City Council meeting was called to order at 9:01 AM.

**ROLL CALL**

**Present:** Mayor Nelson, Mayor Pro Tem Cale, Council Members Ambriz, Raymond, Rochester (City Council Member Raymond arrived to the meeting at 9:32 AM)

**Absent:** None

**STRATEGIC PLANNING WORKSHOP:**

**Discussion and direction regarding goals, priorities, and City-wide strategic planning.**

City Council participated in a strategic planning workshop to discuss short-term and long-term priorities for the City of Atwater. Topics of discussion included public safety enhancements, infrastructure improvements, community engagement strategies, economic development opportunities, and organizational effectiveness.

Staff presented updates on ongoing projects and facilitated a collaborative discussion to refine the City's goals and vision for the next fiscal year and beyond. The Council provided input and direction to staff to continue developing a comprehensive strategic plan based on the identified priorities.

Members of the public were in attendance and were given opportunities to comment throughout the workshop. Attendees were also invited to provide written notes and

feedback on the draft plan materials shared during the session. All input will be considered as part of the ongoing strategic planning process.

**No formal action was taken.**

**ADJOURNMENT**

The meeting adjourned at 12:27 PM.

**APPROVED:**

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MIKE NELSON  
MAYOR

ATTEST:

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JANELL MARTIN  
ASSISTANT CITY CLERK



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Jana Sousa, Human Resources Director

**PREPARED BY:** Jana Sousa, Human Resources Director

**SUBJECT:** **Approving Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority (Human Resources Director Sousa)**

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### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3558-25 approves the amended Joint Powers Agreement, in a form approved by the City Attorney, with the Central San Joaquin Valley Risk Management Authority; and authorizes and directs the City Manager to execute all documents on behalf of the city.

#### **I. BACKGROUND/ANALYSIS:**

The City of Atwater is a member of the CSJVRMA (Central San Joaquin Valley Risk Management Authority), which provides the City with risk management services, including liability and workers' compensation claims administration, vehicle and property insurance coverage, and employment-related risk management services.

The CSJVRMA's governing documents are outdated and, in some instances, no longer reflect current practices, legal requirements, or operational needs. Updates to the Joint Powers Agreement are being made as follows:

- Definitions have been clarified for better understanding and consistency.
- Language has been broadened to allow flexibility in the event CSJVRMA considers creating or participating in a captive insurance agency.
- A new provision has been added in accordance with Government Code Section 6509, which was not in place when the Agreement was last amended in 1994. This section requires Joint Powers Authorities (JPAs) to designate a member agency whose legal restrictions will apply to the operations of the JPA. The City of Ripon has been designated for this purpose, with the City of Madera named as a secondary designee in the event the City of Ripon terminates its membership. These two cities were selected because they have no restrictions that would conflict with the day-to-day operations of the JPA.

Amendments to the CSJVRMA Joint Powers Agreement require approval through a written resolution adopted and signed by two-thirds of the member city councils. Once adopted by the necessary majority, any member city that fails or refuses to comply with the amended Agreement may be involuntarily removed as a party to the Agreement.

**II. FISCAL IMPACTS:**

There is no direct fiscal impact associated.

**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 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.

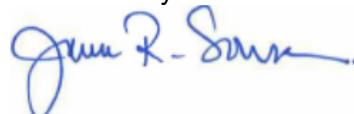
**VIII. ENVIRONMENTAL REVIEW:**

This item is not a "project" under the California Environmental Quality Act (CEQA) as it 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:**

Staff will obtain the City Manager's signature and forward the agreement to the CSJVRMA.

Submitted by:



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Jana Sousa, Human Resources Director

Approved by:



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Chris Hoem, City Manager

Attachments:

1. Resolution No. XXXX-25 Amends CSJVRMA Joint Powers Agreement



## CITY COUNCIL OF THE CITY OF ATWATER

### RESOLUTION NO. XXXX-25

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

**WHEREAS**, the Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage; and

**WHEREAS**, the City of Atwater is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above; and

**WHEREAS**, the City of Atwater is a member of the CSJVRMA; and

**WHEREAS**, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA; and

**WHEREAS**, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein as "**Exhibit A**".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached in "**Exhibit A**"; and

**BE IT FURTHER RESOLVED THAT** the City Manager is authorized and directed to execute such agreement.

The foregoing resolution is hereby adopted this 11<sup>th</sup> day of August 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MIKE NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**

## EXHIBIT A

CENTRAL SAN JOAQUIN VALLEY  
RISK MANAGEMENT AUTHORITY  
JOINT POWERS AGREEMENT  
AS AMENDED JULY 1, 2025<sup>1994</sup>

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT  
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**AMENDED JOINT EXERCISE OF POWERS AGREEMENT  
FOR INSURANCE AND RISK MANAGEMENT PURPOSES**

THIS AMENDED AGREEMENT, dated for convenience this 1st day of July, 2025~~1994~~, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 and July 1, 1994 by a two-thirds vote of the **Member Cities**' city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the ~~the~~ **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, 2025~~1994~~, which concurrently supersedes that certain Agreement creating the Authority, dated April 1, 1979, and all amendments thereto.

## ARTICLE I DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

**"Administrator"** shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

**"Agreement"** shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

**"Authority"** shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

**"Board of Directors"** or **"Board"** shall mean the governing body of the **Authority**.

**"Broker"** shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

**"Claims"** shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

**"Deposit Premium"** shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority. those funds charged for the purpose of self-insured coverage.

**"Executive Committee"** shall mean the elected officers and the representatives appointed by each region to represent that region.

**"Fiscal Year"** shall mean the period July 1 to June 30 of each year.

**"Insurance"** shall mean any commercial insurance coverage.

**"Insurance Premium"** shall mean those funds charged for the payment of group purchased **insurance**.

**"Joint Protection Programs"** shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

**"Master Plan Document"** shall mean the document, formally adopted by the Executive Committee~~participating Member Cities~~, containing the provisions setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

**"Member City"** shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

**"Operating Fund"** shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

**"Representative"** shall mean the person, normally the City Manager/Administrator of the Member City, who has been designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's** **Board** or **Executive Committee**. The Representative must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the Member City and whose responsibilities include all or part of the Member City's risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

**"Self-Insurance"** shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure~~area~~ without purchasing **insurance** to cover the risk or a portion of the risk.

## ARTICLE II PURPOSES

The purpose of this Agreement is to provide joint powers common to each- **Member City** for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; and share risks; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities- desiring to become parties to the Agreement.

### ARTICLE III CREATION OF JOINT POWERS AUTHORITY

#### A.

Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.

#### B.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.

#### C.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

### ARTICLE IV PARTIES TO AGREEMENT

#### A.

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement. A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement. Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

#### B.

Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

### ARTICLE V MEMBERSHIP

#### A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI  
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII  
POWERS OF THE **AUTHORITY**

A. The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. to mMake and enter into contracts;
2. to iIncur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** which is a part of this Agreement except as otherwise provided;

3. ~~to a~~Assess **Member Cities** ~~as deemed appropriate for good cause as determined~~ by the **Executive Committee**;
4. ~~to a~~Acquire, hold, or dispose of real and personal property;
5. ~~to r~~Receive contributions and donations of property, funds, services, and other forms of assistance from any sources;
6. ~~to s~~Sue and be sued in its own name;
7. ~~to e~~Employ agents and employees;
8. ~~to a~~Acquire, construct, manage, and maintain buildings;
9. ~~to l~~Lease real or personal property, including ~~property that~~ of a **Member City**; and
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

B. ~~Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

## ARTICLE VIII BOARD OF DIRECTORS

### A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one ~~Representative~~ from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

### B. MEETINGS OF THE BOARD

The **Board** shall hold at least two meetings each year. The ~~Executive Committee~~ shall ~~determine~~fix by resolution the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

**Commented [JW1]:** Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

#### C. POWERS OF THE BOARD OF DIRECTORS

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to~~To change~~ the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. ~~To creation of~~ any new **Joint Protection Program**;
3. ~~To termination of~~ any **Joint Protection Program**;
4. ~~To expulsion of~~ a **Member City**;
5. ~~To adoption of~~ an operating budget for the **Authority**;
6. ~~To change or revise~~Amendments to the **Authority's** Conflict of Interest Code; and
7. ~~To~~Authorization for ~~e~~ the issuance, modification, or defeasance of bonds.

#### ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

#### ARTICLE X EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

## ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

~~The president shall appoint someone other than the treasurer to perform the functions of auditor/controller of the Authority shall be performed by the Authority's contracted administration firm officers or employees or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board.~~ The ~~T~~reasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. ~~The Board shall require the treasurer and auditor/controller to file with the Authority an official bond in the amount to be fixed by the Board. The Authority shall pay the cost of bond premiums required by this section. The Authority shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.~~

**Commented [JR2]:** Staff conformed this section to reflect current practices/align with 6505.6.

## ARTICLE XII JOINT PROTECTION PROGRAMS

- A.** The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- B.** Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

## ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve

to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The ~~funds treasurer~~ shall be invested and reinvest the funds in compliance with the **Authority**'s Investment Policy and ~~relevant state laws, and in the same manner as if they were Member City funds.~~

Refunds shall be made in accordance with the **Master Plan Document** for each program.

#### ARTICLE XIV OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees, adjusting fees, consultant and legal fees, and such other items as are appropriate**. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

#### ARTICLE XV BUDGET

The **Board** shall adopt a budget annually.

#### ARTICLE XVI FUNDING AND PROCEDURES FOR CALCULATING ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

#### ARTICLE XVII RESPONSIBILITIES OF AUTHORITY

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program- services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

**Commented [JR3]:** This change is to allow for the potential formation of a captive entity, and investment under other state laws.

**Commented [JR4]:** The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

record and file keeping services—. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

6. conduct risk management audits to review the participation of each **Member City** in the program; and
7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

**ARTICLE XVIII**  
**RESPONSIBILITIES OF MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by Authority staff;
4. adopt a risk management program; carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the Authority, and timely execution of tasks deemed necessary for the operation and governance of the Authority;
5. establish a risk management advisory committee to work with the risk manager of the Authority;
6. maintain an active safety committee;
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. submit DE3-DPs to the Authority concurrent with the submission dates established by the State of California;
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority**'s Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

**Commented [JW5]:** This will be included in the program master plan document

**ARTICLE XIX**

## WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

## ARTICLE XX INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

## ARTICLE XXI CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

## ARTICLE XXII REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

A. In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII  
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.  
The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV  
AUDIT

A. The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

## ARTICLE XXV ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

## ARTICLE XXVI BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

## ARTICLE XXVII ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

## ARTICLE XXVIII AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

## ARTICLE XXIX NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX  
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: \_\_\_\_\_

**MEMBER CITY**

BY: \_\_\_\_\_



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Justin Vinson, Public Works Director

**PREPARED BY:** Justin Vinson, Public Works Director

**SUBJECT:** **Approving a General Construction Contract with Taylor Backhoe Service, Inc. for the Replacement of a Water Service Line Located at 325-329 E. Bellevue Road (Public Works Director Vinson)**

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### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3559-25 awarding a General Construction Contract, in a form approved by the City Attorney, to Taylor Backhoe Service, Inc. of Atwater, California for the replacement of a water service line located at 325-329 E. Bellevue Road, in an amount not to exceed \$35,515.17 and construction contingency change orders up to an aggregate of an additional \$3,551.52 (10%); and authorizes and directs the City Manager, or his designee, to execute the Contract on behalf of the City.

#### **I. BACKGROUND/ANALYSIS:**

There is a 2" polyethylene water service pipe that serves the addresses 325-329 E. Bellevue Road. This water line broke near the sidewalk and the water department was dispatched to the broken water line. The water department was able to temporarily stop the leak by placing a compression coupling on the service line. Normally, staff would replace the service line instead of putting a coupling on the water service line, but due to the amount of underground conflicts on E. Bellevue, staff must contract out this work.

The work will include potholing all underground conflicts, performing traffic control on E. Bellevue Road during periods of work in the road, and boring a new water service line starting at the city's water main and extending to the curb stop that is next to the water meter. Depending on how many conflicts there are, the contractor may elect to perform work at night to lessen the burden on traffic on E. Bellevue Road.

Three (3) bids were received and were totaled and reviewed for their responsiveness. The Bid Summary (attached) shows the lowest bid coming in at \$35,515.17. Staff reviewed the bid submitted by Taylor Backhoe Service, Inc. of Atwater, California and have determined it is a responsive and acceptable bid.

#### **II. FISCAL IMPACTS:**

Sufficient funding has been appropriated for this item and is budgeted in the FY 2025-26 Water Enterprise Fund, Water Department, Professional Services No. 6000.7010.3030.

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 goal two (2) of the City's Strategic Plan: to promote safety, stability, and quality of life.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

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

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council's approval, the General Construction Contract will be routed for signatures.

Submitted by:



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Justin Vinson, Public Works Director

Approved by:



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Chris Hoem, City Manager

Attachments:

1. XXXX-25 Approving Taylor General Construction Contract
2. Bid Summary--New 2" Service at 325-329 Bellevue Rd
3. Short Form Construction Contract Template (2024)-c1



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

---

**RESOLUTION NO. XXXX-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AWARING A GRENERAL CONSTRUCTION CONTRACT TO TAYLOR BACKHOE SERVICE, INC. FOR THE REPLACEMENT OF A WATER SERVICE LINE LOCATED AT 325-329 E. BELLEVUE ROAD**

**WHEREAS**, the City of Atwater identified the need to replace a damaged 2" polyethylene water service line serving properties located at 325–329 E. Bellevue Road due to a break near the sidewalk; and

**WHEREAS**, City staff determined that due to underground utility conflicts, the replacement work must be performed by an outside contractor; and

**WHEREAS**, three informal (3) bids were received and reviewed for responsiveness and cost, with the lowest responsive bid submitted by Taylor Backhoe Service, Inc. of Atwater, California in the amount of \$35,515.17; and

**WHEREAS**, sufficient funds are available in the FY 2025–26 Water Enterprise Fund, and the City Attorney's Office has reviewed the contract; and

**WHEREAS**, this project is Categorically Exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to Section 15301, Class 1(c) of the CEQA Guidelines.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater does hereby:

**Section 1.** Award a General Construction Contract, in a form approved by the City Attorney, to Taylor Backhoe Service, Inc. of Atwater, California, for the replacement of the water service line at 325–329 E. Bellevue Road, in an amount not to exceed \$35,515.17; and

**Section 2.** Approve a construction contingency in an amount not to exceed \$3,551.52 (10%) for potential change orders; and

**Section 3.** Authorize and direct the City Manager, or her designee, to execute the contract and any necessary documents related to the project on behalf of the City.

The foregoing resolution is hereby adopted this 11<sup>th</sup> day of 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**

CITY OF ATWATER  
PUBLIC WORKS DEPARTMENT

## **BID SUMMARY**

### **PROFESSIONAL SERVICES**

Bid For: **New 2" Service at 325-329 Bellevue Rd**

Account # **6001-1080-L014**

No	Contractor	Bid Total
1	<b>TBS Contractors</b>	<b>\$35,515.71</b>
2	<b>Lawrence Backhoe Service</b>	<b>\$36,500.00</b>
3	<b>McKuin Pipeline INC</b>	<b>\$36,900.00</b>

**CITY OF ATWATER**  
**CONSTRUCTION CONTRACT**

**[PROJECT NAME]**

**1. PARTIES AND DATE.**

This Contract is made and entered into this [ ] day of [ ], 2024 by and between the City of Atwater, a public agency of the State of California ("City") and [Contractor Name], a [Entity Type] with its principal place of business at [Contractor Address] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

**2. RECITALS.**

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing heating ventilating and air conditioning related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: [ ].

2.3 Project. City desires to engage Contractor to render such services for the [Project Name] ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and addenda and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment Bond (Exhibit "F")
- Fleet Compliance Certification. (Exhibit "G")
- Addenda
- Change Orders executed by the City

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle

cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within **[\*\*\*INSERT NUMBER OF CALENDAR OR WORKING DAYS\*\*\*]** days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.2 Force Majeure. Neither City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor’s exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work

necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **[\*\*\*INSERT PRICE\*\*\*]** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. 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.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. 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.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor 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 Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the

SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a “living document” that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor’s sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor’s failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor’s failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City’s attorney’s fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor 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 paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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 employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and

night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

**3.8.3 Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**3.8.4 Permits and Licenses.** Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

**3.8.5 Trenching Work.** If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**3.8.6 Hazardous Materials and Differing Conditions.** As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate.

In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

**3.8.7 Underground Utility Facilities.** To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

**3.8.8 Air Quality.**

Contractor shall fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the San Joaquin Valley Air Pollution Control District (Air District) and/or California Air Resources Board (CARB). Although the Air District and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by Air District and CARB to include any item of equipment with a fuel-powered engine.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and any subcontractors' fleet including, without limitation, all Certificates of Reported Compliance, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall indemnify District against any fines or penalties imposed by Air District, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

**3.8.9 State Recycling Mandates.** Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

**3.9 Completion of Work.** When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### **3.10 Claims; Government Code Claim Compliance.**

**3.10.1 Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

**3.10.2 Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

**3.10.3 Supporting Documentation.** The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall

mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible,

be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

**3.10.9 Government Code Claims**. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

**3.10.10 Non-Waiver**. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

**3.11 Loss and Damage**. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

**3.12 Indemnification**.

**3.12.1 Scope of Indemnity**. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3        Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1        General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2        Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3        Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4        All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4        Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5        Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6        Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7        Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8        Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9        Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

#### 3.14        Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least

ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

**3.14.4 Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

**3.15 Warranty.** Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### **3.16 Employee/Labor Certifications.**

**3.16.1 Contractor's Labor Certification.** By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor 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 other interests protected by the State or Federal Constitutions. 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials

or other matter prepared or built by Contractor in connection with its performance of this Contract. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

**3.17.4 Contract Interpretation.** Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

**3.17.5 Anti-Trust Claims.** This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

**3.17.6 Notices.** All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

[Contractor Name]  
[\*\*\*INSERT CONTRACTOR ADDRESS\*\*\*]  
Attn: [\*\*\*INSERT CONTRACTOR REP. NAME AND TITLE\*\*\*]

**CITY:**

City of Atwater  
[\*\*\*INSERT CITY ADDRESS\*\*\*]  
Attn: [\*\*\*INSERT CITY REP. NAME AND TITLE\*\*\*]

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.17.7 Time of Essence.** Time is of the essence in the performance of this Contract.

**3.17.8 Assignment Forbidden.** Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9        No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10        Laws and Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in the Superior Court of California for the County of Merced.

3.17.11        Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12        Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13        [Reserved]

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

3.17.15        Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16        Certification of License.

3.17.16.1        Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2        Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17     Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18     Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19     Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20     City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF ATWATER  
AND [CONTRACTOR NAME]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the  
[\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

City of Atwater

[CONTRACTOR NAME]

By: \_\_\_\_\_  
Christoper Hoem  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Frank Splendorio, City Attorney

**EXHIBIT "A"**

**SERVICES / SCHEDULE**

**[INSERT SCOPE OF SERVICES]**

**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

**[INSERT ALL PLANS AND SPECS]**

## **EXHIBIT "C"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of Payment Bond on the form supplied by the City and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

#### **ARTICLE 2. Reverse Liquidated Damages Due to Unreasonable City Delay.**

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **\$400** per Day of delay in excess of the time specified for the completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

**EXHIBIT "D"**

**CERTIFICATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**[Contractor Name]**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

## EXHIBIT “E”

### PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

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<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark “Yes” in response to “Small Project Exemption.”

**EXHIBIT "F"**

**PAYMENT BOND**

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Atwater (hereinafter designated as the "City"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to [Contractor Name] hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to

recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

Individual  
 Corporate Officer

\_\_\_\_\_  
Title(s)  
 Partner(s)       Limited  
                       General

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

Attorney-In-Fact  
 Trustee(s)  
 Guardian/Conservator  
 Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**Exhibit G**  
**Fleet Compliance Certification.**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Richard McEachin, Police Chief

**PREPARED BY:** Richard McEachin, Police Chief

**SUBJECT:** **Approving Agreement between City of Atwater and Atwater Elementary School District for School Resource Officer for 2025-26 School Year** (Police Chief McEachin)

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### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3560-25 approving the School Resource Officer agreement, in a form approved by the City Attorney, Atwater Elementary School District and the City of Atwater for the 2025-26 school year; and authorizes and directs the City Manager to execute all contract documents on behalf of the City.

### **I. BACKGROUND/ANALYSIS:**

The Atwater Police Department has supplied a School Resource Officer (SRO) to the Atwater Elementary School District for several years. The SRO is responsible for being present at all the schools within the district in an effort to provide security and positive outreach to students, parents, and staff. Both parties are interested in continuing this partnership into the upcoming 2025-26 school year.

### **II. FISCAL IMPACTS:**

The agreement calls for the Atwater Elementary School District to pay 75% of the cost of one Police Officer's salary and benefits. This covers the 196 days that the officer spends on campus for regular school days, summer school days, and a District training day.

This item has been reviewed by the Finance Director.

### **III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

### **IV. EXISTING POLICY:**

This item is consistent with goal two (2) of the City's Strategic Plan: to promote safety, stability, and quality of life.

**V. ALTERNATIVES:**

The alternative would be to not approve the agreement and not supply a School Resource Officer to the School District.

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all departments.

**VII. PUBLIC PARTICIPATION:**

The public may provide comments about this item at the City Council meeting.

**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:**

If approved, the agreement will be signed by both parties, and the School Resource Officer will continue to provide services to the Atwater Elementary School District for the upcoming 2025-26 school year.

Submitted by:



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Richard McEachin, Police Chief

Approved by:



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Chris Hoem, City Manager

Attachments:

1. Resolution No. XXXX-25 Approves agreement with AESD for SRO
2. AESD-APD SRO Program Agreement FINAL (Agenda)



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**RESOLUTION NO. xxxx-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ATWATER APPROVING AN  
AGREEMENT WITH THE ATWATER  
ELEMENTARY SCHOOL DISTRICT FOR  
CONTINUED PROVISION OF A SCHOOL  
RESOURCE OFFICER**

**WHEREAS**, the City of Atwater has had a long standing partnership with the Atwater Elementary School District for the providing of a School Resource Officer; and

**WHEREAS**, the City and District desire for this partnership to continue; and

**WHEREAS**, the City Council finds it in the best interest of the public to enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater, California, as follows:

The City Council hereby approves the agreement with the Atwater Elementary School District, attached as Exhibit A. The City Clerk shall maintain a copy of the fully executed agreement in the City's records.

The foregoing resolution is hereby adopted this 11<sup>th</sup> day of August 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MIKE NELSON, MAYOR**

**ATTEST:**

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**KORY BILLINGS, CITY CLERK**

# SCHOOL RESOURCE OFFICER PROGRAM

**Agreement between  
Atwater Elementary School District  
and the  
City of Atwater**

THIS AGREEMENT ("Agreement") shall take effect on August 11, 2025 by and between the City of Atwater ("City") and the Atwater Elementary School District ("District"), which may each be referred to herein as "Party" or collectively as "Parties."

## RECITALS

- A. The **Parties** desire to set forth the duties and responsibilities of the **Parties** with respect to the school resource officer ("SRO") program ("Program" or "SRO Program").
- B. The **Parties** desire to create a framework of cooperation toward the common goals of providing a safe learning environment for students and staff.
- C. The **Parties** desire to promote positive relationships between the school, police and community.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the **Parties** hereby agree as follows:

1. **Term of Agreement.** The term of this **Agreement** is effective from August 11, 2025 through August 4, 2026, contingent upon approval by the **District**'s Governing Board and approval by the **City**'s City Council, as required by law. During the term, the **Parties** shall meet on or before May 1 to discuss a continuance of the contract for the upcoming school year. This **Agreement** can be terminated by any **Party** by providing the other **Parties** sixty (60) days written notice in advance of cancellation. The **District** will be responsible for payment of services rendered through the date of cancellation, not to exceed the maximum outlined in Section 10 and Section 13 of this **Agreement**.

2. **Scope of Service.** The **SRO Program** is a collaborative effort between the **City** and the **District**. The **SRO** will be responsible for performing a wide range of duties and responsibilities aimed at educating youth, staff and community members, concerning crime prevention, intervention, and enforcement of laws. The **SRO** will work cooperatively with **District** personnel, campus staff, **City** employees, public agencies, students, parents and community members to promote a safe environment on the campuses of the **District** and within the community.

3. **Selection of Law Enforcement Personnel.** The **City**, in its sole discretion, shall have the power and authority to hire, transfer, discharge, and discipline the **SRO**; however, a **District**

representative will participate in the selection of the **SRO** to be placed at the **District**. The selection may be conducted prior to entering into this **Agreement**. The **District** acknowledges the **SRO** selected for this assignment under this section is guaranteed an **SRO** assignment by the **City** for a minimum of one (1) year. Notwithstanding the foregoing, the **District** or **City** may terminate the **Agreement** at any time pursuant to Section 1.

4. **SRO's Duties**. The Chief of the **City's** Police Department ("Department") shall be responsible for carrying out the duties and responsibilities of this Agreement on behalf of the City. The **SRO**'s duties shall include, but are not limited to the following:

- a. The **SRO** will be active on the campuses of the **District** and at school functions as deemed appropriate by the **District**. Examples include, but are not limited to: during normal school hours, before and after school when students are present, lunch time, in service activities, extracurricular activities, (e.g., dances, graduations, etc.). The **SRO**'s work schedule will be flexible to meet **District** and site needs within the limits of his or her labor contract with the City. The **SRO** shall wear the **City's** regulation police uniform and operate a marked police patrol vehicle while on duty, unless otherwise authorized by a supervisor for a specific purpose and approved by the Atwater Police Chief or his or her designee. All activities of the **SRO** will be directed and evaluated by the Atwater Police Chief or his or her designee, with input provided by the District's Assistant Superintendent of Human Resources.
- b. The **SRO** will provide law enforcement expertise to assist the school staff in maintaining safety at school sites.
- c. The **SRO**'s investigation and questioning of students at school, as authorized and allowed by law, shall be limited to offenses related to the operation of the school or occurring at the school, except in situations where a delay in investigation or questioning may result in danger to any person, flight from the jurisdiction by the person suspected of a crime, or destruction of evidence.
- d. The **SRO** shall notify the school principal as soon as practical of any significant law enforcement actions taken by an **SRO** or other officer.
- e. The **SRO** shall not become involved in school administrative searches unless specifically requested by the Principal in order to provide security or to handle contraband. School administrative searches will be at the direction and control of the school Principal and will be based upon reasonable suspicion.
- f. The **SRO** shall be responsible for monitoring the social and cultural environment around **District** schools to identify existing or emerging youth gangs. Gang prevention and early intervention strategies shall be coordinated between the **Parties**.

- g. The **SRO** may become involved, through the school Principal, with the school's curriculum and provide instructional presentations that enhance the students' understanding of the police mission and the responsibilities of citizenship.
- h. The **SRO** will work to prevent juvenile delinquency and campus violence through close contact and positive relationships with students. The **SRO** will serve as a positive role model to students.
- i. At the request of the school Principal, the **SRO** shall attend suspension and expulsion hearings. The **SRO** shall be prepared to provide testimony on any actions taken by the officer and on any personally observed conduct witnessed by the officer. The **SRO** shall also make available at expulsion hearings any physical evidence that has been seized by law enforcement and is held by the **City**.
- j. The **SRO** shall disseminate information to **District** administrators and staff on crime trends and changes in laws to assist them in establishing and maintaining safe school environments.
- k. The **SRO** will work to establish and maintain a collaborative partnership with the school administration to provide a safe school environment. The **SRO** will regularly communicate with the school administration in an effort to share information and discuss issues and concerns of mutual interest.
- l. The **SRO** will work to increase communication between law enforcement, students, school staff, and the community. The **SRO** will work to build positive working relationships with the school staff and parents.

5. **Student Discipline.** The certificated administrators of each **District** school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

6. **Hours of Employment.** The **SRO** shall provide services to the **District** on all instructional school days (180 days), one (1) District training day and fifteen (15) days of Summer School for a total of one hundred ninety-six (196) days, during school hours as defined below and in the attached **District** Calendar (**EXHIBIT "A"**). If the designated **SRO** takes leave, the **City** shall provide a replacement **SRO**, except during a major event which rises to the level requiring all or a significant majority of **Department** personnel to report to work and/or respond to the event. Only in these instances shall the needs of the **City** prevail. SRO daily hours shall be no less than eight (8) hours a day with the daily hourly schedule determined by a collaboration between District and Department leadership.

7. **Program Criteria.** The **Parties** will work collaboratively to be responsive to evolving school and law enforcement requirements.

8. **Employment.** The **SRO** will be an employee of the **City**. The **SRO**'s salary and benefits will be paid by the **City** and reimbursed by the **District**, as provided in Section 10.

9. **Training and Supervision.** The **SRO** shall receive **SRO**'s work assignments from the **City** and shall be supervised in the performance of **SRO**'s duties by the **Chief** of the **Department** or his or her designee. The **City** and **Department** shall be responsible for training the **SRO** according to applicable law enforcement standards. The Superintendent of the **District** or designee will provide the Chief of the **Department** with information to assist in evaluating the **SRO**. Any disciplinary problems or alleged improprieties involving the **SRO** shall be brought to the attention of the Chief of the **Department** or designee.

10. **Costs.** Notwithstanding the additional expenses to be paid by the **District** as referenced in Section 12, and in consideration for regular services of the **SRO** Program provided by the **City** and the **Department**, the **District** agrees to pay the **City** in four quarterly payments pursuant to an Addendum (attached exemplar Addendum estimate for FY 25/26 for reference). The Addendum shall represent approximately 75% of the salary and benefits of the **SRO**. In consideration of incidental expenses such as cell phone stipend, maintenance, fuel, and cellular charges for the marked police vehicle assigned to the **SRO**, an additional 3% shall be included in the cost of the **Program** and shall be included in the Addendum. Each invoice provided to the **District** shall include a 1.5% contract administration fee of the itemized costs invoiced. The **District** will be responsible for payment of services directly related to the **SRO** Program to include services performed outside of the normal work schedule (overtime), and the additional expenses contained in Section 12. If the District determines, in its reasonable discretion, that absences or reassessments of the SRO are of a chronically unreasonable nature, the City shall deduct a pro rata portion from the amount payable by the District at the next billing for such absences.

11. **Supplies and Equipment.** The **City** agrees to provide the **SRO** with a laptop, cell phone, standard issued uniforms and equipment, firearm and rounds of ammunition, and vehicle as needed to perform duties. The **District** agrees to provide an office (when practicable), desk, desk chair, internet access, and the usual and customary office supplies to the **SRO**.

12. **Additional Expenses.** The following additional expenses shall only be paid by the **District**: actual cost of **SRO**'s overtime related to services performed outside of the normal work schedule (e.g., parent meetings, athletic events, dances, graduations, **SRO** specific training etc.).

13. **Student Records.**

a. The **Parties** agree that the **SRO** shall be deemed to be a "school official" for the performance of **SRO**'s duties on behalf of **District**. The **SRO** shall therefore be allowed access to student records but the **District** is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the **SRO** to inspect and copy any student records maintained by the school for which the **SRO** has a "legitimate educational interest" within the scope of the

**SRO**'s service under this **Agreement**. This includes access to student directory information to the extent permitted by **District** policy, classroom assignments, attendance records, and discipline files. However, the **SRO** may not inspect or copy confidential student records outside the scope of the **SRO**'s service, except as allowed by law.

- b. If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the **District** may disclose to the **SRO** information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence
- c. If confidential student record information is needed by the **SRO**, but no emergency situation exists, unless section 13(d) applies, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.
- d. Pursuant to Education Code section 48902, the principal or designee shall notify the **SRO** of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the **SRO**, along with information related to the underlying offense.

14. **Law Enforcement Records.** Pursuant to Welfare and Institutions Code sections 827, 828.1 and 828.3, certain law enforcement records, probation reports and juvenile case file information may be provided to the **District** Superintendent or his/her designee. In addition to providing such information directly to the **District** Superintendent, the **SRO** may provide such information to the principal of the school in which a minor student is enrolled and the principal shall be a designee of the Superintendent for the receipt of such information.

15. **Feedback and Evaluation.** The **Parties** agree on the importance of evaluating the **SRO** program. The **Parties** will work together to develop and implement procedures including an agreed upon evaluation/assessment form on the performance of the **SRO** and **SRO** program to provide periodic feedback and evaluation data for the purpose of measuring the program's effectiveness.

16. **Discrimination.** The **Parties** shall not discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

17. **Indemnification.**

- a. The **City** shall indemnify, defend, and hold harmless the **District**, its officers, officials, employees, and volunteers (collectively "**District Agents**") from and

against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, reasonable attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the **City** and **City's Agents** or the gross negligence or willful misconduct of the **SRO** during the performance of this **Agreement**.

- b. The **District** shall indemnify, defend, and hold harmless the **City**, its officers, officials, employees, and volunteers (collectively, "**City Agents**") from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, reasonable attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the **District** or **SRO**'s performance under this **Agreement**, except to the extent such loss or damage which was caused by the active negligence by the **City** and **City Agents**, or the gross negligence or willful misconduct of the **SRO**.
- c. Each **Party** shall notify the other **Party** within ten (10) days of any claims or legal actions with respect to any of the matters described in this indemnification section.
- d. If a **Party** rejects a tender of defense by the other **Party**, and it is later determined that the other **Party** breached no duty of care and/or was immune from liability, that **Party** shall reimburse the other **Party** for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the other **Party** settles a liability claim, with or without participation by that **Party**.
- e. The **Parties** acknowledge that it is not the intent of the **Agreement** to create a duty of care by the **City**, **Department** or the **SRO** that they would not owe in the absence of the **Agreement**, unless expressly provided herein. Except as provided in Section 4, the **Agreement** does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the **Department** or the **SRO** and the absence of the **SRO** and/or the patrol vehicle is not a material breach of this **Agreement**. The **Parties** further acknowledge that by entering into this **Agreement** neither the **City**, **Department**, **SRO**, nor the **District** intends to waive any immunities to which they would be entitled in the absence of the **Agreement**.

18. **Applicable Law.** The **City** and **Department** shall provide the services specified in this **Agreement** in accordance with any applicable federal and state statutes, regulation and directives.

19. **Entire Agreement.** This **Agreement**, including all recitals, constitutes the entire agreement of the **Parties** regarding the subject matter of this **Agreement** and supersedes all previous **SRO** agreements between the **Parties**.

20. **Assignment.** Neither **Party** shall assign or transfer any right or duty in this **Agreement**.

21. **Integration of Prior Terms and Conditions and Authorized Agent.** This **Agreement**, including all recitals and Exhibits constitutes the entire **Agreement** of the **Parties**. This **Agreement** may be amended or modified only by the mutual written agreement of the **Parties**. This **Agreement** is invalid unless approved by the legislative body of each **Party**, although it may be executed by an authorized agent of each **Party**. An authorized agent of the **Department** shall be a person specifically authorized by the legislative body of the **City** to execute this **Agreement**, at the level of City Manager or City Attorney or equivalent.

22. **Severability.** If any term or provision of this **Agreement** is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the **Agreement** shall be valid and enforced as written to the fullest extent permitted by law.

23. **Notices.** All Notices concerning this **Agreement** shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid, and addressed as follows:

**To City:**

City of Atwater  
Attn: Chris Hoem, City Manager  
1160 Fifth Street  
Atwater, CA 95301

**To Department:**

City of Atwater  
Attn: Police Chief  
750 Bellevue Road  
Atwater, CA 95301

**To District:**

Atwater Elementary School District  
Attn: Christy Lobao, Superintendent  
1401 Broadway Ave.  
Atwater, CA 95301

IN WITNESS WHEREOF, the **Parties** hereto have caused this **Agreement** to be executed as of the day and year written below.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Chris Hoem, City Manager  
City of Atwater Representative

Signed:  Date: August 5, 2025  
Atwater Elementary School District Representative

Approved as to form:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Splendorio, City Attorney

## **EXHIBIT A**

**Atwater Elementary School District  
2025-2026 Calendar  
*Board Approved 11/12/2024***



### First day of school (Minimum Day)



## ► Professional Development (Reserve for students)



employees  
Non-instructional day, new teachers, all administrators, & classified personnel on duty



#### Non-instructional day, all personnel on duty



### ► Graduation (Minimum Day)

## School Calendar

August 5	Newly Hired Teachers
August 7	Returning Teachers
August 13	First Day of School— <b>Min Day</b>
August 13—26	TK & Kinder Min Days
Sept 15—19	Parent Conferences (TK-6 Only)— <b>Min Days</b>
October 31	Professional Development
December 18	<b>Min Day</b>
January 28	Professional Development
March 2—6	Parent Conferences (TK-6 Only)— <b>Min Days</b>
June 5	Last Day of School— <b>Min Day</b>
June 5	Graduation— <b>Min Day</b>
June 5	Last Day for Teachers
 <b>Student Days = 180 Days</b>	
<b>Returning Teachers = 184 Days</b>	
<b>Newly Hired Teachers = 186 Days</b>	

### Holidays/Recesses

July 4 (12 mo. Employee)	Independence Day
September 1	Labor Day
November 11	Veterans' Day
November 24 - 28	Thanksgiving Recess
November 27	Thanksgiving Day
November 28	In lieu of Admission Day
Dec. 19 - Jan. 2	Winter Recess
December 24	Christmas Eve
December 25	Christmas Day
January 1	New Year's Day
January 19	Martin Luther King, Jr. Day
February 16 - 20	President's Day Recess and Lincoln's Birthday*
April 3 - 10	Spring Recess
May 25	Memorial Day
June 19	Juneteenth

## GRADING REGIONS

### Trimesters:

T1: 8/13/25—10/24/25

T2: 10/27/25-  
T3: 2023-24

T3: 2/23/26—6/5/26

**Quarters: (7 & 8 Grade)**  
Q1: 8/13/25—10/10/25  
Q2: 10/13/25—12/18/25  
Q3: 1/5/26—3/13/26  
Q4: 3/16/26—5/5/26

Summer School 2026 - TBD

## **ADDENDUM**

**SCHOOL RESOURCE OFFICER PROGRAM  
ESTIMATE  
FY 2025/26**

**Salary and Benefits:**

SRO Employee	Current Step	Current Base Salary	Hourly Rate	Cert pay	Holiday Pay	SRO Assignment	Total Annual Wages & Allowances	Salaries	FICA	PERS 25.58% Retirement	Full Family Health	7.614% W/C	Total Personnel Cost	AESD 75%	Incidentals 3%	1.50% Contract Administration	TOTAL Reimbursement
EE #1	6	\$ 7,540	\$ 43.50	\$ 4,524	\$ 7,308	\$ 9,048	\$ 111,362	\$ 95,006	\$ 8,519	\$ 28,486	\$ 26,834	\$ 8,479	\$ 183,681	\$ 137,761	\$ 5,510	\$ 2,149	\$ 145,420

**Overtime Rates:** Actual amounts to be billed quarterly

FLSA Overtime: \*Per labor contract with APOA, the City Rate will be computed based on FLSA and Labor Contract available on the City's website

7/1 - 9/30	October 1 Invoice #1	\$ 36,355.10
10/1 - 12/31	January 1 Invoice #2	\$ 36,355.10
1/1 - 3/31	April 1 Invoice #3	\$ 36,355.10
4/1 - 6/30	July 1 Invoice #4	\$ 36,355.10
		\$ 145,420.41



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Christopher Hoem, City Manager

**PREPARED BY:** Julia Coronado

**SUBJECT:** **Approving Budget Amendment Amending Fiscal Year 2024-2025 Budget to Establish a New Fund for an Approved Capital Improvement Project, Downtown Pedestrian Improvements Project- Phase 2 (City Manager Hoem)**

---

### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3546-25 approving Budget Amendment No.16 amending Fiscal Year 2024-25 to establish Fund 1014 for the Carbon Reduction Program (CRP) Fund, Capital Improvement Project, for the Downtown Pedestrian Improvements Project-Phase 2, City Project No. 20-8, Federal Project No. CML-5254(031) and CRP-5254(031), as previously approved in the FY 2024-25 Capital Improvement Program, and authorizing the City Manager or his designee, to implement the budget entry and establish the fund.

#### **I. BACKGROUND/ANALYSIS:**

As part of the adopted Fiscal Year 2024-25 Capital Improvement Program (CIP) budget, the Phase 2 Pedestrian Improvement Project Downtown was approved. The project funding source is unique; it is funded by two separate federal funding sources. The first fund is through the Congestion Mitigation and Air Quality (CMAQ) program and the second fund is through the Carbon Reduction Program (CRP). A new CRP fund should have been created to manage the project's financial activity. While the project and funding were included in the CIP entirely under CMAQ and approved by resolution, the corresponding fund was not yet created at the time of budget. As a result, the CRP fund is not listed in the FY 2024-25 final budget document and was not imported into the City's ERP system during the original budget process.

This budget amendment formally establishes the fund, authorizes the corresponding budget amount to be manually entered, and ensures proper alignment between the approved CIP and the City's financial records. No new appropriations or budget transfers are being made; this action is administrative in nature and aligns with previously approved budgetary actions.

**II. FISCAL IMPACTS:**

Approval of Budget Amendment No.16.

This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

This item was reviewed by the City Attorney's office.

**IV. EXISTING POLICY:**

This item consists of goal number one (1) of the City's Strategic Plan to ensure the City's continued financial stability.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all departments relevant to the project.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

This project is Categorically Exempt (CE) pursuant to the California Environmental Quality Act (CEQA) guidelines, Section 15301, "Existing Facilities" Class1(c): Operation, repair, maintenance, or minor alteration to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

Caltrans issued a NEPA Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3) on September 07, 2023.

**IX. STEPS FOLLOWING APPROVAL:**

This staff report is submitted for City Council consideration and approval to adopt the budget amendment for the Fiscal Year 2024-2025 Budget.

Submitted and Approved by:



---

Chris Hoem, City Manager

Attachments:

1. BA No. 16 CRP 8-11-25



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

---

**RESOLUTION NO. XXXX-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ATWATER APPROVING BUDGET  
AMENDMENT NO. XX AMENDING 2024-25  
FISCAL YEAR BUDGET REGARDING  
DOWNTOWN PEDESTRIAN IMPROVEMENTS  
PROJECT-PHASE 2 AN APPROVED CAPITAL  
IMPROVEMENT PROJECT**

**WHEREAS**, the City Council of the City of Atwater adopted Resolution No. 3464-24 adopting the 2024-25 Fiscal Year 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 2024-2025 Fiscal Year Budget as follows:

**SECTION 1:** Budget Amendment Action in Carbon Reduction Program (CRP) Fund for Fiscal Year 2024-2025.

Establish Budget (Expense)	1014.1080.U005	Phase 2 Ped Imp Proj. Downtown	\$25,800
Establish Budget (Revenue)	1014.1080.U005	Phase 2 Ped Imp Proj. Downtown	\$25,800

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

The foregoing resolution is hereby adopted this 11th day of August, 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Richard McEachin, Police Chief

**PREPARED BY:** Richard McEachin, Police Chief

**SUBJECT:** **Approving a Purchase Agreement with Xybix Systems, Inc. for Purchase and Installation of Dispatch furniture (Police Chief McEachin)**

---

### **RECOMMENDED COUNCIL ACTION**

Approving a Purchase Agreement (Purchase Order) to Xybix Systems, Inc. for the purchase and installation of three dispatch workstations, in an amount not to exceed \$60,000.;and authorizes and directs the City Manager or his designee to execute the Agreement (Purchase Order) on behalf of the City.

#### **I. BACKGROUND/ANALYSIS:**

With the relocation of the Finance Department to its new location on Broadway, the Police Department inherited the space formerly occupied by Finance. The Records, Code Enforcement, and Community Services divisions were moved into that vacated space. Additional shuffling of offices was then completed, providing more space for staff to work more efficiently. There were no desks purchased during this relocation, as we utilized four desks that were left behind when Finance moved.

The next step in the reorganization is to move Dispatch from its current space to the office formerly occupied by the Patrol Sergeants. This space is much more suited for Dispatch than the current location. The new Dispatch center will have three fully functional workstations, which will require the purchase of three desks. They are special sit/stand desks suitable for all of the equipment that is required for a Dispatch station.

#### **II. FISCAL IMPACTS:**

The quote from Xybix is for the amount of \$59,006.02. This purchase will be paid for out of Machinery & Equipment, account number 0001-2020-6021.

This item has been reviewed by the Finance Director.

#### **III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

**IV. EXISTING POLICY:**

This item is consistent with goals one (1) and two (2) of the City's Strategic Plan: to ensure financial solvency and promote safety, stability, and quality of life.

**V. ALTERNATIVES:**

None. Of three quotes received, this was the lowest.

**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:**

The proposed project involves the operation, maintenance, leasing, licensing, or minor alteration of existing public facilities. This proposed action qualifies under Class 1 Categorical Exemptions Section 15301 of the State CEQA guidelines.

**IX. STEPS FOLLOWING APPROVAL:**

If approved, the purchase will be made and once the equipment is in, it will be installed in the new Dispatch center.

Submitted by:



---

Richard McEachin, Police Chief

Approved by:



---

Chris Hoem, City Manager

Attachments:

1. Atwater Police Dept - 0031573 R1 Quote 36504B



Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton CO 80120  
 Phone: 303-683-5656  
 Fax: 303-683-5454  
 TierraJ



## Quote

Quote Number: 36504

Quote Date: 7/30/2025  
 Revision: B  
 Orig Create Date: 7/30/2025  
 Expires: 10/28/2025  
 Opp #: 0031573

Terms: 1.5% 20 Days, NET 30 Days

Page: 1 of 4

### QUOTE TO:

Acct: ATWPOLATCA  
 Richard Hawthorne  
 Atwater Police Department  
 750 Bellevue Rd  
 Atwater CA 95301-2859

Phone: (209) 357-6744  
 Email: rhawthorne@atwater.org

### SHIP TO:

Atwater Police Department  
 750 Bellevue Rd  
 Atwater, CA 95301-2859  
 USA

Salesperson: JACK MIDDLEMIST  
 Phone: (720) 431-9665  
 Email: jackm@xybix.com

CMAS Contract #4-22-03-1035

Product Line: Eagle Line

Install Type: Prevailing Wage

Removal & Disposal: (2) qty.

Tax on Product

7.30.25 - Push out expiration date - TRJ

5.9.25: R0 - Create Drawing - TRJ

### OPTIONAL ITEMS:

Please note that Optional Items are not included in the total price.

Please contact Xybix to have any Optional Items included in the final price. Freight & Installation charges will be adjusted accordingly.

### REMOVAL OF EXISTING:

All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the installation of the new Xybix workstations.

Removal does not include any patch or paint needed for any part of the workstation that is permanently mounted to the wall currently.

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 66L x 66R - Cable Management Included	1	2.00 EA	\$3,213.00	51.00 %	\$1,574.37	\$3,148.74
<b>OPEN MARKET</b>								
2.01	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 90W x 44D - Cable Management Included	2	1.00 EA	\$2,183.00	51.00 %	\$1,069.67	\$1,069.67
<b>OPEN MARKET</b>								
3.00	15701	L4 Table Base	3	2.00 EA	\$5,324.00	51.00 %	\$2,608.76	\$5,217.52
3.01	15702	L5 Table Base	4	1.00 EA	\$6,570.00	51.00 %	\$3,219.30	\$3,219.30
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 66L x 66R	5	2.00 EA	\$5,368.00	51.00 %	\$2,630.32	\$5,260.64
16674 - Std VESA Mount Qty = 4 Total: \$1,776.00 - OPEN MARKET 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 1 Total: \$606.00 - OPEN MARKET								
<b>OPEN MARKET</b>								

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton CO 80120  
 Phone: 303-683-5656  
 Fax: 303-683-5454  
 TierraJ



Quote Number: 36504

Quote Date: 7/30/2025  
 Revision: B  
 Orig Create Date: 7/30/2025  
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 Opp #: 0031573

Quote

Terms: 1.5% 20 Days, NET 30 Days

Page: 2 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
4.01	16745.	Monitor Mount 3 - Rollervision - Straight Dual Surface - 90W x 44D	6	1.00 EA	\$5,368.00	51.00 %	\$2,630.32	\$2,630.32
		16674 - Std VESA Mount Qty = 4 Total: \$1,776.00 - OPEN MARKET						
		16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 1 Total: \$606.00 - OPEN MARKET						
		<b>OPEN MARKET</b>						
5.00	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	7	3.00 EA	\$902.00	51.00 %	\$441.98	\$1,325.94
		<b>OPEN MARKET</b>						
6.00	11792.	Power Bar - 10 Outlet	8	6.00 EA	\$135.00	51.00 %	\$66.15	\$396.90
10.00	12031-3D.	Return Worksurface - 60Wx23.5D	9	1.00 EA	\$1,050.00	51.00 %	\$514.50	\$514.50
		<b>OPEN MARKET</b>						
10.01	12031-3D.	Return Worksurface - 66Wx23.5D	10	1.00 EA	\$1,050.00	51.00 %	\$514.50	\$514.50
		<b>OPEN MARKET</b>						
10.02	12033-3D-FT.	Flip Top Return Worksurface - 18Wx36D	11	2.00 EA	\$839.00	51.00 %	\$411.11	\$822.22
		<b>OPEN MARKET</b>						
10.03	12033-3D-FT.	Flip Top Return Worksurface - 18Wx44D	12	1.00 EA	\$839.00	51.00 %	\$411.11	\$411.11
		<b>OPEN MARKET</b>						
11.00	17030	Cable Bridge, Corner, Left	13	1.00 EA	\$311.00	51.00 %	\$152.39	\$152.39
		<b>OPEN MARKET</b>						
11.01	17031	Cable Bridge, Corner, Right	14	1.00 EA	\$311.00	51.00 %	\$152.39	\$152.39
		<b>OPEN MARKET</b>						
11.02	17029	Cable Bridge, Straight	15	1.00 EA	\$311.00	51.00 %	\$152.39	\$152.39
		<b>OPEN MARKET</b>						
11.03	15482-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx34.5D With Flip Top Hinge	16	1.00 EA	\$1,512.00	51.00 %	\$740.88	\$740.88
		<b>OPEN MARKET</b>						

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
TierraJ



Quote

Quote Number: 36504

Quote Date: 7/30/2025  
Revision: B  
Orig Create Date: 7/30/2025  
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Opp #: 0031573

Terms: 1.5% 20 Days, NET 30 Days

Page: 3 of 4

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
11.04	15482-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx34.5D With Flip Top Hinge- full back	25	1.00 EA	\$1,512.00	51.00 %	\$740.88	\$740.88
<b>OPEN MARKET</b>								
11.05	15482-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx42.5D With Flip Top Hinge	17	1.00 EA	\$1,512.00	51.00 %	\$740.88	\$740.88
<b>OPEN MARKET</b>								
12.00	11093-3D.	Drawer Pedestal - Mobile - Single - 16W - 6-6-12 Drawers 16W 18D	18	3.00 EA	\$1,571.00	51.00 %	\$769.79	\$2,309.37
<b>OPEN MARKET</b>								
14.00	10704-3D.	Lateral File - 30W 3 Drawer 42H	19	3.00 EA	\$2,958.00	51.00 %	\$1,449.42	\$4,348.26
<b>OPEN MARKET</b>								
16.00	13676-3D.	Storage Cabinet - UnderWS W/Toekick - 36W, 42H, 17D	20	1.00 EA	\$1,869.00	51.00 %	\$915.81	\$915.81
<b>OPEN MARKET</b>								
50.00	17043	Create marketing videos	21	0.00 EA	\$8,240.00	0.00 %	\$8,240.00	\$0.00
<b>OPTIONAL (X1) OPEN MARKET</b>								
50.10	17044	Create marketing content	22	0.00 EA	\$6,180.00	0.00 %	\$6,180.00	\$0.00
<b>OPTIONAL (X1) OPEN MARKET</b>								
90.00	16139	Installers Kit Eagle Line	23	3.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	24	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
<b>Line (24) - Miscellaneous Charge -</b>								
								Ext. Price
								13,020.13
								3,484.69
								2,025.00
								2,434.92

List Price Total:	\$70,989.00	Lines Total:	\$34,784.61
		Line Miscellaneous Charges Total:	\$20,964.74
		Taxes Total:	\$3,256.67
		<b>Quote Total:</b>	<b>\$59,006.02</b>

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
TierraJ



Quote

Quote Number: 36504

Quote Date: 7/30/2025

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Orig Create Date: 7/30/2025

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Terms: 1.5% 20 Days, NET 30 Days

Page: 4 of 4

Line	Part Num	Desc	Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
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Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.

Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Richard McEachin, Police Chief

**PREPARED BY:** Richard McEachin, Police Chief

**SUBJECT:** **Approving a Lease Agreement with Enterprise Fleet Management for four (4) Ford Police Interceptor Utility vehicles (Police Chief McEachin)**

---

### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3561-25 approving a Lease Agreement, in a form approved by the City Attorney, with Enterprise Fleet Management for the lease of four (4) Ford Police Interceptor Utility patrol vehicles, at an amount of \$1,202.03 per month per vehicle, for a total annual cost of \$57,697.44 for six years; and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City.

#### **I. BACKGROUND/ANALYSIS:**

The Atwater Police Department currently has thirteen (13) pursuit-rated vehicles dedicated to the patrol division. Of those 13 vehicles, five are considered at end-of-life, all in excess of 150,000 miles. These vehicles are a 2014 Ford Police Interceptor Sedan, two 2016 Ford Police Interceptor Utility, and two 2017 Chevrolet Tahoes. The proposed lease of four new patrol vehicles would replace these five, all of which will be retired and sent to auction.

Leasing (instead of purchasing) allows the City to take possession of all four vehicles now rather than spreading them out over several years due to the high cost of a fully-equipped police vehicle. At the end of the 72-month lease, the City has the option to return them to Enterprise or keep them in service for a small fee (currently \$35/month).

#### **II. FISCAL IMPACTS:**

The lease is for \$1,202.03 per month per vehicle, for a total annual cost of \$57,697.44 for six years. The first year is included in the approved 2025/26 annual budget through Measure B account # 0004-2021-3034 (Rents and Leases).

This item has been reviewed by the Finance Director.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

**IV. EXISTING POLICY:**

This item is consistent with goal two (2) of the City's Strategic Plan: to promote safety, stability, and quality of life, specifically 2.14 Develop a program to replace aging equipment and vehicles.

**V. ALTERNATIVES:**

Purchase four (4) Ford Police Interceptor Utility patrol vehicles outright (no lease). Approximate cost would be \$340,000.00.

**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 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:**

If approved, the agreement between the City of Atwater and Enterprise Fleet Management will be executed, and the vehicles will be ordered. Once the City takes possession, the vehicles will be placed into service, and the end-of-life vehicles will be retired.

Submitted by:



---

Richard McEachin, Police Chief

Approved by:



---

Chris Hoem, City Manager

Attachments:

1. XXXX-25 Approves lease agreement with Enterprise Fleet Management
2. 2026 Ford Interceptor - City of Atwater



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

**RESOLUTION NO. xxxx-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ATWATER APPROVING THE LEASE OF  
FOUR (4) FORD POLICE INTERCEPTOR UTILITY  
PATROL VEHICLES FROM ENTERPRISE FLEET  
MANAGEMENT.**

**WHEREAS**, the City of Atwater Police Department patrols the City 24 hours a day, 7 days a week; and

**WHEREAS**, while on patrol, Police Officers drive pursuit-rated, fully-marked patrol vehicles; and

**WHEREAS**, these patrol vehicles have an expected lifespan due to the constant driving and idling that they undergo, requiring them to be replaced routinely; and

**WHEREAS**, Enterprise Fleet management has partnered with the City in the lease of other police vehicles in the past;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater, California hereby approves a Lease Agreement, in a form approved by the City Attorney, with Enterprise Fleet Management for the lease of four (4) Ford Police Interceptor Utility patrol vehicles, at an amount of \$1,202.03 per month per vehicle, for a total annual cost of \$57,697.44 for six years; and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City, as outlined in the quote attached as Exhibit A.

The foregoing resolution is hereby adopted this 11<sup>th</sup> day of August, 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

---

**KORY BILLINGS, CITY CLERK**

Prepared For: City of Atwater  
McEachin, Richard

Date 07/30/2025  
AE/AM NMM/VEC

Unit # 29FQDT  
Year 2026 Make Ford Model Police Interceptor Utility  
Series Base All-Wheel Drive

Vehicle Order Type Ordered Term 72 State CA Customer# 593341

\$ 70,535.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	* Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 1,007.46	* Initial License Fee
\$ 0.00	Registration Fee
\$ 560.00	Other: (See Page 2)
\$ 10,402.00	* Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Security Deposit
\$ 1,128.93	* Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

#### Order Information

Driver Name	McEachin, Richard
Exterior Color	(0 P) Agate Black
Interior Color	Charcoal Black w/Unique HD Cloth Front Bucket
Lic. Plate Type	Exempt
GVWR	0

\$ 60,693.00	Total Capitalized Amount (Delivered Price)
\$ 842.97	Depreciation Reserve @ <u>1.3889%</u>
\$ 261.75	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>

#### Total Monthly Rental Excluding Additional Services

##### Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

#### Additional Services SubTotal

\$ 97.31	Tax <u>8.7500%</u>	State <u>CA</u>
----------	--------------------	-----------------

#### Total Monthly Rental Including Additional Services

\$ 1,202.03	Reduced Book Value at <u>72</u> Months
\$ -0.84	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

#### ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Atwater

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Custom Equipment 9 - ERV Console-Cooks -16680	B	\$ 0.00
Custom Equipment 8 - Radio equipment-Cooks-16680	B	\$ 0.00
Custom Equipment 10 - Lighting- Cooks-16680	C	\$ 20,804.00
Push Bumper - Push Bumper - Cooks -16680 (AME quote 16680)	B	\$ 0.00
Custom Equipment - Prisoner Transport - Cook-16680-(ame quote 16680)	B	\$ 0.00
Custom Equipment 3 - ERV partition/cage-Cooks-16680	B	\$ 0.00
Custom Equipment 2 - computer components -Cook-16680	B	\$ 0.00
Custom Equipment 5 - window guards/door panels -Cooks-16680	B	\$ 0.00
Custom Equipment 4 - Weapon locks-Cooks-16680	B	\$ 0.00
Custom Equipment 7 - Cargo Storage - Cooks 16680	B	\$ 0.00
Custom Equipment 6 - safety equipment -Cooks-16680	B	\$ 0.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 20,804.00
<b>Aftermarket Equipment Total</b>		\$ 20,804.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 500.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 560.00
<b>Other Charges Total</b>		\$ 560.00

**VEHICLE INFORMATION:**

2026 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$47,094	\$48,550.00
Total Options	\$3,442.00	\$3,660.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$52,231.00</b>	<b>\$53,905.00</b>

**SELECTED COLOR:**

Exterior: UM-(0 P) Agate Black  
 Interior: 9W-Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50-State Emissions System	STD	STD
44B	Transmission: 10-Speed Automatic	Included	Included
500A	Order Code 500A	NC	NC
51V	Dual Driver & Passenger LED Bulb Spot Lamps (Whelen)	\$828.00	\$880.00
51W	Dual Driver & Passenger Spot Lamp Prep Kit	\$282.00	\$300.00
59C	Keyed Alike - 1294x	\$47.00	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
66A	Front Headlamp Lighting Solution	\$846.00	\$900.00
66B	Tail Lamp Lighting Solution	\$405.00	\$430.00
66C	Rear Lighting Solution	\$432.00	\$460.00
67U	Ultimate Wiring Package	\$602.00	\$640.00
85R	Rear Console Plate	Included	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 as BSW	Included	Included
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel	Included	Included
SYNC	SYNC Phoenix Communication & Entertainment System	Included	Included
UM_01	(0 P) Agate Black	NC	NC

## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Spoiler: rear lip spoiler  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Front Tow Hooks: 1 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Body Material: galvanized steel/aluminum body material  
: class III trailering with harness, hitch  
Body Side Cladding: body-coloured bodyside cladding  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: power cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: yes remote keyless entry  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors  
Emergency SOS: emergency communication system  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Dashboard Storage: dashboard storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: Fleet Telematics Modem internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps  
Front Wipers: variable intermittent speed-sensitive wipers wipers  
Rear Window wiper: rear window wiper with heating wiper park  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital/analog appearance  
Tachometer: tachometer  
Compass: compass

Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: Reverse Sensing System rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: front pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: digital clock  
Systems Monitor: driver information centre  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Security System: security system  
Tracker System: tracker system  
Electronic Stability: electronic stability stability control with anti-rollover  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and power reclining passenger seats  
Driver Lumbar: power 2-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Rear Seat Type: rear 35-30-35 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front seat upholstery

Rear Seat Material: vinyl rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 318-hp, 3.3-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Christopher Hoem, City Manager

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

**SUBJECT:** **Awarding a Cooperative State and Local Government Agreement for File Conversion Services and Cloud-Based Document Management Software (City Manager Hoem)**

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### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3562-25 awarding a Cooperative State and Government Agreement for File Conversion Services with UBEO in the amount of \$48,107.43 and Cloud-Based Document Management Software with Laserfiche; and to authorize the City Manager to execute any and all documents regarding the project on behalf of the City.

### **I. BACKGROUND/ANALYSIS:**

As part of the City's ongoing efforts to improve operational efficiency, reduce physical storage needs, and ensure timely and secure access to historical records, staff evaluated current document storage conditions and determined that a digital conversion initiative is necessary.

UBEO Business Services conducted a full assessment of the City Clerk and Administration department records. The files prioritized for digitization include address files, project files, building permits, and maps, currently stored in shelving units and file cabinets at the former Community Development building at 750 Bellevue Road.

The conversion project will include:

- Preparation, scanning, and quality control of over 337,000 paper documents.
- Secure delivery of digital files using Laserfiche-compatible format.
- Organization of documents by address and street name.
- Indexing and file naming aligned with City standards.

In tandem with this conversion, staff is recommending the implementation of Laserfiche, a cloud-based electronic content management (ECM) system. Laserfiche will serve as the centralized platform to store, search, retrieve, and manage the digitized records.

The estimated cost for file conversion services is \$48,107.43, including scanning, logistics, project management, and shredding. This estimate is based on current volume assessments and will be finalized upon completion of services. UBEO invoices only for actual images processed.

The Laserfiche software costs include:

- \$6,000 (one-time) for repository setup, configuration, and training.
- \$4,150 annually for five full-user licenses (minimum).
- \$2,000 annually for ten participant (read-only) licenses.

In accordance with the City of Atwater Purchasing System Manual, Section 9 - Procurement Methods, "Cooperative Purchases," "The City may participate in purchases and contracts established by similar jurisdictions, provided the cooperative agreement is established following a competitive bid process similar to the City's Formal Contract Procedure." Shasta Union High School District went through a competitive process for like services which satisfies the City's purchasing requirements. Staff is recommending that the City Council award the Cooperative Agreement to UBEO Company.

This project supports the City's long-term vision of improved public access, internal efficiency, and records preservation. By approving this project, the City will reduce reliance on physical storage, streamline records management, and set a foundation for citywide digital modernization.

**II. FISCAL IMPACTS:**

Sufficient funding is available in the Fiscal Year 2025-26 Budget, Internal Services Fund, Information Technology, Special Department Expense and Professional Services, Account Nos. 7030.1050.2021 and 7030.1050.3030.

This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

**IV. EXISTING POLICY:**

N/A

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all relevant departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

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

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council approval, staff will route the Agreement for signatures and implement the new software with proper training.

Submitted and Approved by:



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Chris Hoem, City Manager

Attachments:

1. XXXX-25 Approving Digital coversion and Laserfishe
2. #5.6.9 Pricing Response RFP R6-2020 Submission 9 1.15.25 - Related Tech - Scanning
3. SUHSD R6-2020 Extension 6-10-2030
4. Ubeo - File Conversion - Findings Recommendations - Address Files - City of Atwater 7.22



**CITY COUNCIL  
OF THE  
CITY OF ATWATER**

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**RESOLUTION NO. XXXX-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AWARDING A COOPERATIVE STATE AND GOVERNMENT AGREEMENT FOR FILE CONVERSION SERVICES WITH UBEO AND CLOUD-BASED DOCUMENT MANAGEMENT SOFTWARE WITH LASERFICHE**

**WHEREAS**, the City of Atwater has identified the need to digitize physical records maintained by the Administration and City Clerk's offices to improve access, reduce physical storage requirements, and enhance overall records management efficiency; and

**WHEREAS**, UBEO Business Services has submitted a detailed findings and recommendations report dated July 22, 2025, outlining the scope, methodology, and financial estimate to provide comprehensive document conversion services for address files and related materials; and

**WHEREAS**, the estimated total cost of the file conversion services project is \$48,107.43, which includes scanning, quality assurance, project management, logistics, post-scan shredding, and digital export in a format compatible with Laserfiche Document Management Software; and

**WHEREAS**, the purchase of Laserfiche cloud-based document management software, including repository setup, configuration, training, and licensing, supports the long-term management and retrieval of digitized records; and

**WHEREAS**, the project is eligible to be procured through a Cooperative State and Government Agreement (Shasta Union HS Agreement # SUHSD R6-9-1.15.25) pursuant to state law and the City of Atwater purchasing manual; and

**WHEREAS**, UBEO and Laserfiche were identified as the most suitable and cost-effective solution for the City's needs; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater does hereby authorize:

**Section 1. Award of Contract:** The City Council hereby awards a Cooperative State and Government Agreement for File Conversion Services with UBEO in the amount of \$48,107.43.

**Section 2. Laserfiche Acquisition:** The City Council authorizes acquisition of Laserfiche cloud-based document management software consistent with the scope and pricing as presented in the July 22, 2025 report.

**Section 3. Authorization of Execution:** The City Manager is hereby authorized and directed to execute any and all documents necessary to carry out the intent of this Resolution, including agreements, contracts, and future change orders related to the project.

**Section 4. Effective Date:** This Resolution shall take effect immediately upon its adoption.

The foregoing resolution is hereby adopted this 11<sup>th</sup> day of August 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

---

**KORY J. BILLINGS, CITY CLERK**



## Pricing: Document Conversion Services

Description	Purchase Price
<b>Initial (1) time setup fee- Customer on boarding, Scope of work, Account Set up &amp; Smartsheets dashboard set up.</b>	\$1,250
Per Image	\$.12 to \$.15 per image
Single Side of 8 1/2 X 11 or smaller	Inc.
Standard prep; staple removal, paper prep and removal from folders	Inc.
Standard bi-tonal scanning	Inc.
<b>Additional Options</b>	Inc.
Larger than 11 X 17	\$1.75 sheet
Color Scanning	\$.035 to above
Advanced Prep for multiple sections, folder structure, slip sheets and tabs	tbd basedon project scope
Manifest Name to file match	\$.15 per file
Manual file naming/indexing	\$.32 per index
Special Handling - UBEO may assess when needed for special handling, delicate documents, glass work, flat-bed scans, bursting of green bar paper, removing plastic sleeving or similar	\$.027 per image
Project Management	\$225 per hour
Logistics	TBD Based on order size & location
Paper disposition at end of project	Return or Shred - Can quote

## Addendum A

### Master Enabling Agreement – Extension SUHSD R6-2020

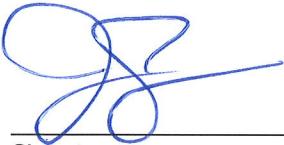
THIS AGREEMENT, made and entered into this June 10th, 2025, in the City of Redding, California, county of Shasta by and between the Shasta Union High School District, and UBEO (aka Ray Morgan Company), hereafter called Contractor. The length of this agreement is for a period of five (5) years, starting on June 10th 2025 and terming on June 10th, 2030.

The original RFP signed by the awarded contractor and with submitted pricing from the contractor will serve as a contract between Shasta Union High School District and the contractor.

Shasta Union High School District Board, on June 10th, 2020 selected and approved UBEO (aka Ray morgan company) public bid response to SUHSD R6 -2020 Office Equipment and services RFP.

All products, pricing and services offered by the Contractor in the RFP submission shall be made available to the following: all public California educational organizations to include the California Community Colleges (CCC), K-12 Schools Districts, all local government entities at the city and county levels, non-profit groups, religious organizations, and government funded medical providers.

Shasta Union High School District



\_\_\_\_\_  
Signatory

Title: Jim Cloney

Date: 3/12/25

DocuSigned by:  
  
E8243E7A134D40E...

\_\_\_\_\_  
Signatory

Richard whitlock - President  
Title: \_\_\_\_\_

3/14/2025  
Date: \_\_\_\_\_



# File Conversion Services

## Findings & Recommendations

### City of Atwater

### Administration & City Clerk

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July 22, 2025

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Prepared by Kristen Sparkes  
[ksparkes@ubeo.com](mailto:ksparkes@ubeo.com)  
925-984-9256



Dear City of Atwater,

We appreciate the opportunity to provide end-to-end professional services to digitize your critical **records related to the Administration and City Clerk Departments**. The details and specifications of this proposal are prepared to deliver the validation of our understanding of your project scope and financial estimate based on details provided in our conversations and assessment.

*A foundational principle at UBEO is to take care of our Customers first, our Employees second, and our Company third.*

*Our success is proof that if you are committed to the first two, the third takes care of itself.*

We look forward to partnering with you and delivering value to your organization.

Sincerely your UBEO team,

Kristen Sparkes  
Manager –Outsource Services  
UBEO  
925-984-9256  
[ksparkes@ubeo.com](mailto:ksparkes@ubeo.com)



Tamara Landa Becker  
Account Manager  
UBEO  
209 969 3232  
[tlandabecker@ubeo.com](mailto:tlandabecker@ubeo.com)



Shelby Hinkey  
BPO Analyst/Project Manager  
UBEO  
661-281-8696  
[shinkey@ubeo.com](mailto:shinkey@ubeo.com)





## UBEO Company Information:

Ubeo Business Services is a full-service technology partner specializing in business workflow improvements and efficiency. Delivering and supporting full spectrum of technology from multifunctional copy/print/scan solutions, Managed IT services, Professional Electronic Content Management (ECM) software, print/mail solutions as well as high end production and wide format graphics systems.

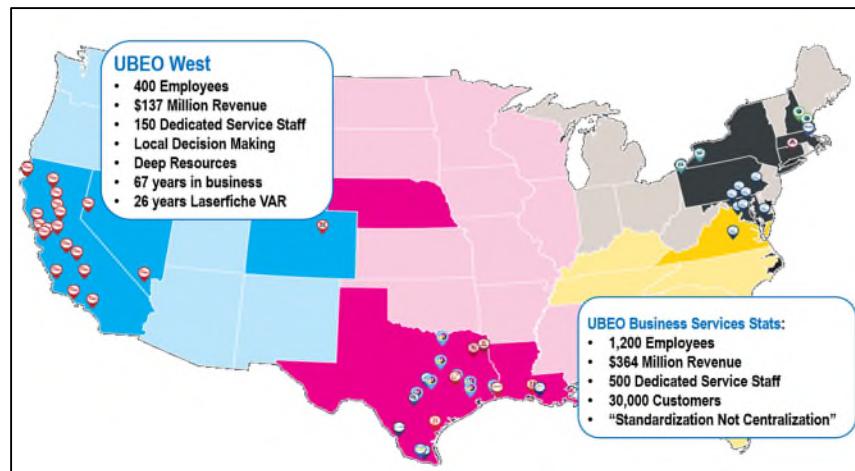
We have had tremendous success supporting over 35,000 clients with our corporate philosophy of customer first - employees second and company third. We continue to expand our managed services model & methodology to enhance our customers' experience and deliver ongoing value. This customer centric approach includes business process optimization, workplace services, and flexibility to deliver multi-faceted technology solutions and services.



UBEO Business Services provides complete end to end conversion services to convert media to digital. Our services support the preparation and scanning of millions of paper pages very efficiently through our teams of dedicated professionals. These services convert paper & other media types; microfiche, microfilm, bound lab books, textbooks, year books, periodicals, and wide format (to name a few) from current state to digital.

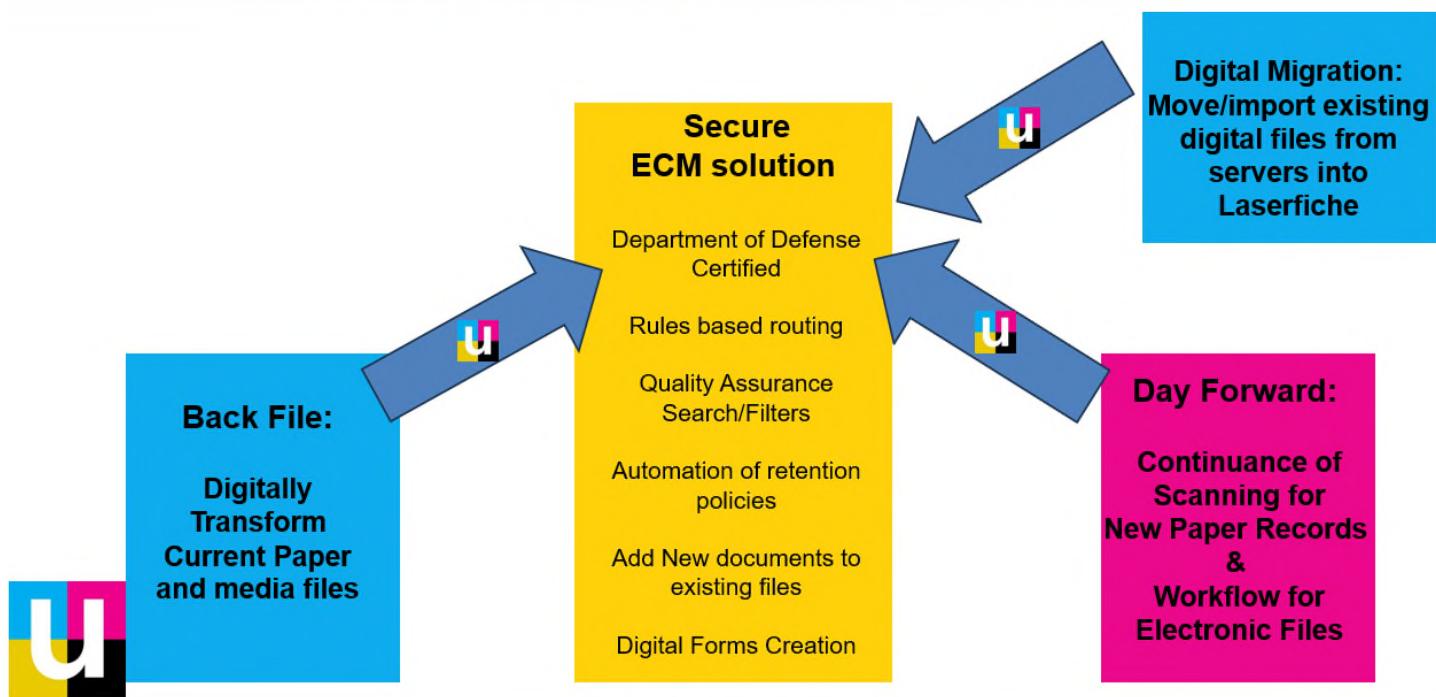
UBEO is experienced in delivering digital files, with metadata in a variety of formats specific to meet specific client's needs.

We have grown to \$500 million in annual revenues with 34 offices throughout North America. Headquartered in Chico, CA we have multiple offices, California - Texas and Colorado, and **CA Based Processing in both Pleasanton & Bakersfield.**





# ubeo's Pillars of Success





## Conversion to Digital

### Benefits of conversion:

- Reduce risk of damage
- Streamlining access in digital format.
- Reduce physical storage space.
- Provide efficiency to team for access.

### Assessment Framework:

Digital Assessment gathered from information provided in the UBEO Digital Conversion Survey.

#### Details gathered:

- Department and contact information.
- Volume Estimates such as filing cabinets, boxes, and the applicable dimensions.
- File Types, priority, and structure details.
- Estimated time frame for project start.

### Framework Estimate Includes:

The goal of the framework is to share the base level information on files, validation of information shared/interpreted, UBEO's conversion processes and what you can anticipate in partnering with UBEO.

#### City of Atwater – Administration and City Clerk Contact Information:

Janell Martin | Assistance City Clerk  
(209)-357-5241 | [jmartin@atwater.org](mailto:jmartin@atwater.org)



## Validation of Understanding: File Details

(based on information known at time of review)

### Administration & City Clerk Records:

Physical files are located at 750 Bellevue Rd., Atwater, CA., 93501. This is the previous Community Development Department. Two different locations exist:

1. In Office

Physical **File Types** for Conversion include:

- Address Files
- Project files
- Maps
- Building Permits

i. **Address files and Maps will be the project priority.**

**The Time Frame preferred for conversion is within 4 months.**

#### **In Office Records:**

1. Physical Files are currently stored in **Alphabetical Order and then Numerical Order**.
  1. **File Folders** are currently stored in 4 lateral shelving units with 6 shelves each with a width of 36 inches. Additional File Folders are stored in 10 filing cabinets estimated to be 3 drawers each, with a total of 30 drawers with a depth of 28".
    - i. Shelving units are organized by sides, either Side A or Side B, etc., and include an address range for what is stored on that side.
    - ii. File Folders include the Street Name and Number on the Folder Tabs.
  2. **Maps** are currently stored as rolls within a shelving unit containing 30 cubbies. Additional Rolls are located on the counter or within that hallway.
    - i. Map Rolls vary in size ranging from a width of 2" to 5".
    - ii. Map Rolls include tags that indicate the Map Title.
  3. File folders primarily contain standard 8.5" x 11" paper. Onion skin paper exists in older files and Maps are folded within some file folders.
    - i. Folders do not have internal separation such as tabs or prongs.
4. Older Maps will be retained and not converted to digital.
5. There is not currently a manifest in place and will need to be established prior to pick up for conversion.
6. There is currently an online platform where digital files can be delivered, but that has not been disclosed at this time.





## Estimated Project Volumes:

Information based on the response provided to the UBEO Digital Conversion Survey:

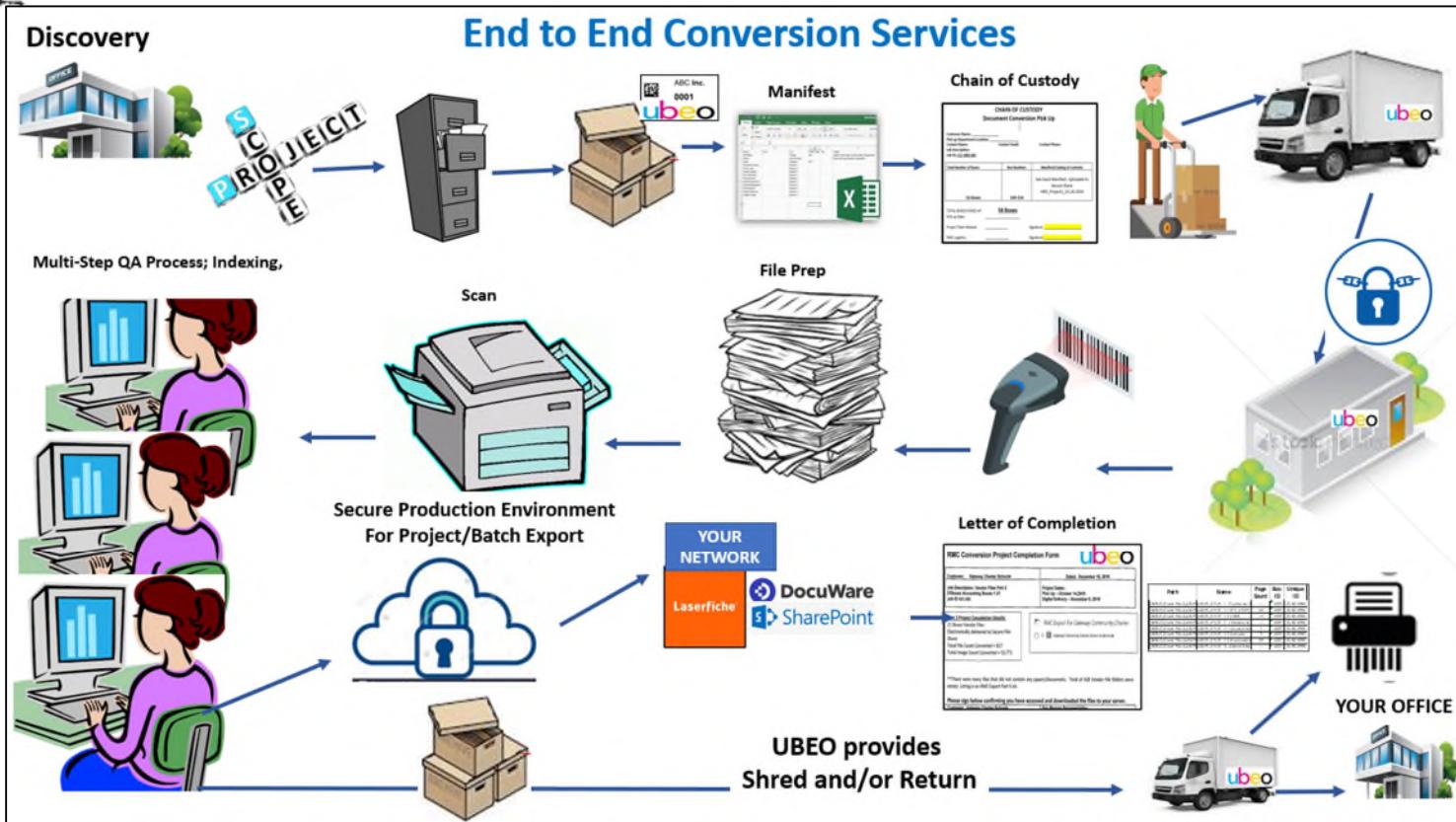
<u>Location/Details</u> <u>In office or storage</u>	<u>Quantity of Rows</u>	<u>Depth of Row in Drawer</u>	<u>Quantity of Lateral Shelves</u>	<u>Width of Lateral Shelves</u>	<u>Qty. Standard Boxes</u>	<u>Qty. Oversized Box</u>	<u>Binders</u>	<u>Width of Binder?</u>	<u>Estimated Papers Single Sided</u>	<u>Estimated with 10% Double Side</u>	<u>Estimated Std Boxes for Packing &amp; Logistics</u>
<b>In office</b>	<b>30</b>	<b>28</b>	<b>24</b>	<b>36</b>	<b>12</b>	<b>5</b>	<b>5</b>	<b>2</b>	<b>306,600</b>	<b>337,260</b>	<b>136</b>

Volume calculations above for 136 Boxes = approximately 4 pallets with 40 Standard size boxes on each for transport

Industry standard papers per inch – 150  
Above accounts for 10% being double sided.

\*\*\*Estimates in place for volume, turnaround, logistics and financial estimates.\*\*\*

\*\*\*\* Ubeo only invoices for the actual volume converted. \*\*\*\*



#### UBEO Services Include:

- Unique box labels specific to your project
- Project manager to work with your staff to recommend electronic box manifest.
- Chain of custody for box/file pick-ups.
- Completed file/document preparation: remove papers from bradded sections, remove staples, clips, move sticky notes, unfold edges...
- Document scanning to replicate the paper files & subfolders based on scope of work.
- **QC process:** Scanner monitors for double feeds & quality of scans They will digitally remove blank pages, ensure readability and overall accuracy. Index QC: documents are indexed/named per SOW and visually inspected. Quality levels are tracked by team members. QC from export – Number of files provided in manifest; number of files exported. If additional files are found and not on manifest, UBEO will add. UBEO will also notify clients if files are not found during scan process that are listed on manifest.
- Image naming: based on SOW agreed upon.
- UBEO will place the pages back in the respective files & folders, however not re clip, re-brad, or staple.
- **Access to images during the conversion process.** Client can assign specific personnel that may communicate to request file/documents should they be needed during the conversion. Protocol for requesting files. Protocol will be put in place in advance of file pick up. Requested files will be scanned and transferred to UBEO Secure file share for designated staff to access.
- **Secure import of images** UBEO will deliver the digital files to UBEO Secure Share File
- UBEO will provide a project plan to meet specific time frame goals.
- UBEO will provide completion form for each export to include Project Dates, Box #'s, File Count, Image Count, Shred Authorization and Export Report & Project Summary Sheet.
- UBEO will only bill for images processed: please note that if a physical document is double sided, that is 2 images and may not be taken into consideration in the volume estimates provided by the client.
- UBEO can store your documents for 30 days pre-shred and/or return.



**Project tracking and weekly updates** – UBEO utilizes Smartsheet's for project status and overall visibility. You will be provided access to a dashboard. UBEO will provide weekly updates to include department, volumes, process alignment, export totals and more. Visual example below... This will be customized for your project phases.

#### Additional value added resources for project milestones and Purchase Order Tracking

Project Phase	Received	Prepped	Scanned	QA'd	Indexing & PDF Creation	Delivered to ARCR	Files	Images	Status
<b>TOTALS</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>140</b>	<b>1789</b>	<b>317,815</b>	
Client Files: Boxes 1-40	40	40	40	40		40	40	565	91,032
Client Files: Boxes 41-65	25	25	25	25		25	25	275	58,477
Client Files: Boxes 66-100	35	35	35	35		35	35	459	78,218
Client Files: Boxes 101-140	40	40	40	40		40	40	490	90,088

Purchase Order Tracking



#### Manifest for pick up is required with the UBEO Box #'s:

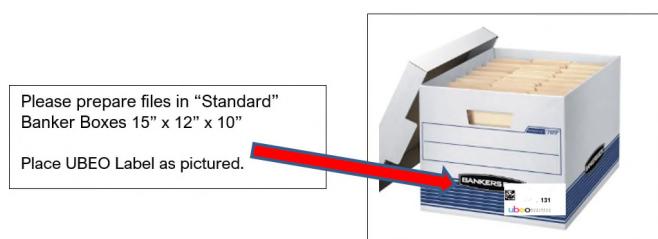
Each **FILE/UNIT OF MEASURE** should be represented by a line item on a spreadsheet. This will provide reconciliation of files provided for conversion to digital deliverable and box location should you have any file requests during conversion.

*\*\*Manifest requirements will differ depending on the types of files and level of conversion...  
UBEO will work with your team to discuss in advance of pack for simplicity.*

*City will provide an export of ALL addresses to include Address# and street name.*

#### Example Box Level

UBEO Box #	File Type	Street Names in Box	Shred/Return
0003	Address Files	Mermaid Ave	
0003	Address Files	Merry Street	
0003	Address Files		





## UBEO Scope of Work (based on information known at time of review)

- UBEO will remove papers from folders.
- UBEO will prepare all papers for scanning.
  - Please note green bar, older papers and smaller papers will require advanced prep.
- UBEO will scan papers in order which they are presented in file.
- QC against physical
- Create (1) multipage *searchable* file to include contents of *file folder*
  - *If wide format is present in the folder, ubeo will scan and deliver as a Large File for the same address.*
  - *\*Searchable is OCR for text information – handwriting will not be searchable.*
- We scan all files double sided and remove any blank pages from and provide read/rotation to ensure that all images are facing the correct direction for reading in an electronic file.

### Digital deliverable:

Ubeo will deliver digitally as defined the agreed scope of work.

Assumptions for proposal are file level- manila folder, rubber band section, binder and in some cases boxes.

#### Folder = Address Files (File folder level)

Sub Folder – Street Name Example: Mermaid Ave.

File= Number - Street Name

File= Number - Street Name



**Financial Estimate**

**7.22.2025**

\*\*Estimates based estimated volumes gathered in assessment, structure of files and paper types\*\*

Please note these are estimates of overall paper volume and financial estimates...

UBEO will invoice based on quantity of images and files converted along with any other ancillary items below...

Invoice post project delivery...

**Address files only...**

<b>City of Atwater</b>	<b>In office</b>
Recommended Conversion	Address File Level
Estimated Large Format Sheets (~10 per roll)	
Estimated Paper Count + 10%	337,260
Estimated File Count @ 150 papers per	2,248
Estimated Packed Boxes	136
Pallets for Pick Up (40 Boxes per Pallet) + wide Format	3.41
Includes Standard File Prep	Inc.
Includes File Scanning greyscale	Inc.
Includes Multi Step QA Process	Inc.
Includes File Reconciliation to electronic manifest	Inc.
Includes Digital Export to UBEO Secure Share	Inc.
Includes Export in Laserfiche Briefcase format -folder structure	Inc.
<b>Estimated Digital Conversion /Reconcile</b>	<b>\$ 42,494.76</b>

**Additional Services - Billed as needed - Estimates below for budget**

Advanced Prep* Special Handling * Manual File Naming (\$38 per hour)	NA if list from city system for addresses
Project Management @ \$200 per hour (Assumes 6 hours)	\$ 1,200
Ubeo ProIT Import /Reconcile into Laserfiche ECM Solution (\$225 / hour) Assumes 8 hours	\$ 1,800
Inside Logistics Pick Up for boxes & palletization	\$ 545
Logistics - upto 4 Pallets (1 Load)	\$ 1,250
Post Scan Shred	\$ 818
<b>Estimated Project Total Assuming additional services</b>	<b>\$ 48,107.43</b>

Please note these are estimates of overall paper volume and financial estimates...

UBEO will invoice based on quantity of images and files converted along with any other ancillary items below...

**Project Assumptions:**

- Work to be completed offsite at UBEO production center.
- Specific turnaround time from pick up to digital delivery determined by volume picked up per location.
- Double sided paper= 2 images. Volume for project estimated on paper volume.
- Services based on **Piggyback Shasta Union HS Agreement # SUHSD R6- 9-1.15.25**
- Invoice will reflect transactional items below (Estimates based on the below)
  - Standard bi-tonal Image (up to 11 X 17) @ \$.125 per paper image and \$.15 per digital file
  - Large format @ \$1.85 per sheet (over 11 X 17)
- **Additional items to be discussed and determined for final scope (not included in estimates above):**
  - Manual File naming (if no database or excel catalog is provided) /repair/advanced prep \$38 per hour.
- UBEO will provide PO tracking via Smartsheet's.
- UBEO will generate invoices per export phase against PO provided by client.
- Additional services can be requested and added via change order to scope of work.
- UBEO reserves the right to modify the pricing proposal should the scope of the project be modified.
- Proposal does not include Laserfiche cloud users or storage.

**Next Steps:**

August 1<sup>st</sup> or 11<sup>th</sup> for approval.



**Laserfiche Information:**

**From Dannyel Kafer 7/15/2025**

**Annual Expenses**

*Full User License* price is \$830.00 each

- Minimum Licensing is (5) for Cloud (\$4150.00 annually)
  - Increments of (1) available after (5) initial user licenses
- 100 GB per license (starting Cloud storage of 500 GB)

*Participant User (Read-Only) License* pricing is \$200.00 each

- Minimum Licensing is (10) for Cloud (\$2000.00 annually)

**One-Time Expenses**

Budget \$6000.00 for Repository set-up, configuration, and training.





## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Justin Vinson, Public Works Director

**PREPARED BY:** Justin Vinson, Public Works Director

**SUBJECT:** **Awarding a Sole Source Purchase From JWC Environmental For One (1) Rotor and Gearbox Assembly for “Muffin Monster” Wastewater Influent Screenings Washer Compactor for the Wastewater Treatment Plant (Public Works Director Vinson)**

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### **RECOMMENDED COUNCIL ACTION**

Awards a sole source purchase to JWC Environmental for the purchase of 1 Rotor and Gearbox Assembly for Screenings Washer Compactor “Muffin Monster” for the Influent headworks for the wastewater Treatment Plant in an amount of \$28,527.87 plus shipping, and handling charges; and authorizes and directs the City Manager to execute the purchase order on behalf of the City.

### **I. BACKGROUND/ANALYSIS:**

In June 2012, the City of Atwater’s new Regional Wastewater Treatment Plant (RWWTP) began operation. The RWWTP uses two influent screening washer compactors that utilize a grinder (muffin monster) to separate liquid organic sewage from inert solids screened from the wastewater. The inert solids are then washed, compacted and conveyed to a disposal bin. The rotor and gearbox assembly is the object of this purchase. The Muffin Monster screening washer compactor systems the City of Atwater chose for the RWWTP are JWC Environmental products. The sole source for replacement parts is JWC Environmental because these are the only products that are compatible. JWC Environmental is the sole manufacturer of these products and the exclusive source of service parts for this equipment.

The RWWTP discharge is regulated by the California Regional Water Quality Control Board under NPDES permit CA0083508 CAG585001 Order No. R5-20112023-002582-005. The NPDES permit requires the plant systems be properly maintained to remain compliant. The washer compactor, grinder, rotor, and gearbox assembly have approximately over 10,000 hours of operation and need to be rebuilt and replaced. The washer compactors are integral to the operation of the treatment plant at the headworks. If they fail, the influent screens will plug and bypass and a spill may result. If the screens are bypassed, then solid debris that should have been removed from the

water can cause pump failures downstream. The requested replacement parts will be installed by treatment plant maintenance staff.

Generally, the Atwater Municipal Code (AMC) requires all purchases which exceed \$25,000 in price to be competitively bid through the City's centralized purchasing requirements. However, AMC section 3.04.110 expressly provides that the centralized purchasing requirements may be dispensed with for sole source purchases. As detailed below, the exception applies to this purchase, allowing the Council to waive the formal, centralized purchasing requirements.

#### **Sole Source**

AMC 3.04.110(C) lists sole source purchases as an exemption to the formal, centralized purchasing procedures. One of the qualifications for a sole source purchase is that the product "has been proven to be the only product that is acceptable."

Further, the City of Atwater Purchasing System Manual, Section 9, Procurement Methods, "Sole Source Purchases (page 17)," states that the City's bidding procedures may be dispensed when it qualifies as a sole source when any of the following apply:

- 1) The brand or trade name article, goods, or product or proprietary service is the only one which will properly meet the needs of the City; or
- 2) The item or service is unique and available only from a sole source; or
- 3) The item or service is designed to match others already in use or necessary to be compatible with others already in use.

#### **II. FISCAL IMPACTS:**

Sufficient funding has been appropriated for this item and is budgeted in the FY 2025-26 Wastewater Enterprise Fund, Wastewater Treatment Plant, Machinery and Equipment No. 6010.5052.6021.

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 goal two (2) of the City's Strategic Plan: to promote safety, stability, and quality of life.

#### **V. ALTERNATIVES:**

N/A

#### **VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

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

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council approval, staff will prepare a Purchase Agreement (Purchase Order) for the purchase of new wastewater influent screening washer compactor Rotor and Gearbox assembly with JWC Environmental.

Submitted by:



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Justin Vinson, Public Works Director

Approved by:



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Chris Hoem, City Manager

Attachments:

1. City of Atwater-JWC Quote#C-130202-H1N0
2. Sole Source Letter city of Atwater



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

**Customer:** 6016929  
Steven Pound  
Atwater, City of  
750 Bellevue Rd  
Atwater, CA 95301  
US - UNITED STATES  
  
(209)357-3451  
steven.pound@veolia.com

**Quote Number:** C-130202-H1N0-B  
**Quote Date:** 07/15/2025  
**Terms:** Net 30 Days  
**Pricing:** Valid 60 Days  
**FOB:** Origin  
**Lead Time:** 6-8 Weeks ARO Shipping & Handling Not Included  
**Grinder Serial #:** 106838-1-1  
**Ticket #:** C-130202-H1N0

**Project:** City of Atwater

**We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.**

Part Number	Description	Qty	Unit Price	Extended Price
SWA0747-900-250-SV -SS	ROTOR & GBOX ASY (SV)	1	\$24,860.90	\$24,860.90
	*****Paint Rotor Coal Tar***** Paint Gearbox Epoxy Green**** *****			
TARIFF	Tariff Surcharge  Due to the recent tariffs on China, effective March 1, 2025, we have implemented a 6% surcharge for all products that are affected. The surcharge is listed in this quote or order.  Sulzer reserves the right to change this surcharge, impose new surcharges, or implement other changes to pricing, at any time, to mitigate the impact of tariffs for products imported from China and any other countries, for which applicable tariffs are newly enacted or changed.	1	\$1,491.65	\$1,491.65
	Estimated Sales Tax	1	\$2,175.32	\$2,175.32

*Please verify serial number is correct.*

<b>Sub Total</b>	<b>\$28,527.87</b>
<b>Tax</b>	
<b>Total</b>	<b>\$28,527.87</b>

**Notes:**

**Clarifications and Exceptions**

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

**Thank-You for your Business!**

**JWC Environmental Inc**



**Adrian Jimenez**  
Customer Service

Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240



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**Please provide the following information. Failure to do so may delay processing of order.    Quote #:**  
**C-130202-H1N0-B**

**All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.**

**Bill To Name & Address:**

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**Ship To Name & Address:**

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**Email Address:** \_\_\_\_\_

**PO#** \_\_\_\_\_

**Payment terms: Net 30    FOB: Origin**

**Preferred Shipping Method (Required to Process Your Order):**

**Prepay & Add to Invoice**

**Collect    Account #:** \_\_\_\_\_

**Carrier:** \_\_\_\_\_

**JWCE will add shipping and handling charges to invoices unless otherwise specified.**

**Credit cards:**

**I authorize JWCE to process this order on my credit card and add shipping and handling charges.**  
**Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.**

**Please fax or email your PO and most recent tax certificate to:**

**Fax (714) 242-0240**

**Email [servicesales@jwce.com](mailto:servicesales@jwce.com)**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

## JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

### PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

### DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

### PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

### RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

### LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

### DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

### CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

### CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

### CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

### APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

### ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to the terms and conditions of this agreement.



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

to all of the limitations on liability and other related terms and conditions set forth in this agreement.

**EXCLUSIVE TERMS AND CONDITIONS**

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN, NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITHE CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

To: Steven Pound Date: 7/17/2025

Subject: Sole Source for Muffin Monster  
Federal Tax ID# 45-2771126

Customer Name: City of Atwater

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems.

All repairs will be performed at a JWC Environmental Service Center and will come with a one (1) year warranty.

Please feel free to contact me at 800-331-2277 or [customercare@jwceservice.com](mailto:customercare@jwceservice.com) if we can provide any additional information.

Best Regards,

Adrian Jimenez

Customer Service  
Phone: 800-331-2277  
Fax: 714-549-4007





## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING DATE:** August 11, 2025

**TO:** Mayor and City Council

**FROM:** Justin Vinson, Public Works Director

**PREPARED BY:** Justin Vinson, Public Works Director

**SUBJECT:** **Approving specifications and authorizing advertising and Call for Bids for the purchase of an Electric Street Sweeper** (Public Works Director Vinson)

---

### **RECOMMENDED COUNCIL ACTION**

Approving plans and specifications and authorizing advertising and calling for bids for Electric Street Sweeper Project, City Project No. 25-02 Bid Call No. 734-25.

#### **I. BACKGROUND/ANALYSIS:**

The city currently has one street sweeper that is operable. This is a 2022 Schwarze A7 Diesel-powered street sweeper. The city also has a 2012 International 4300 M7 Maxxforce Diesel-powered sweeper that no longer works. Only having one sweeper in use doesn't allow Public Works staff to finish sweeping the whole city in a week, and also leaves no backup for when there is maintenance or servicing of the 2022 Schwarze sweeper.

At the October 28th council meeting, council approved a resolution approving the city manager to apply for grant funding and to execute all agreements and documents for any grant funding for a new Ravo Electric Street Sweeper. Staff applied for a Congestive Mitigation and Air Quality (CMAQ) grant for funding up to \$499,000 for the purchase of a new Ravo Electric Street Sweeper. The City of Atwater was awarded the grant funding, and now at this time is approving specifications and advertising a Call for Bids to get pricing back on the electric street sweeper. Staff is anticipating receiving the bids on September 11th, 2025, reviewing the bids, and then returning to the city council on September 22, 2025, to award a purchase of a new street sweeper.

#### **II. FISCAL IMPACTS:**

Sufficient funding for this Call for Bids is available.

This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

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

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

This item is Categorically Exempt (CE) pursuant to the California Environmental Quality Act (CEQA) guidelines.

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council approval, staff will advertise the Notice Inviting Bids in a local newspaper, on the City's website, and with one or more regional Builders Exchange. Staff anticipates returning to the City Council with a recommendation to award the Purchase Order.

Submitted by:



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Justin Vinson, Public Works Director

Approved by:



---

Chris Hoem, City Manager

Attachments:

1. Electric Street Sweeper Package -Final



**CITY OF ATWATER**  
**PUBLIC WORKS DEPARTMENT**

**INVITATION FOR BID FOR:**

**ELECTRIC STREET SWEEPER**

**BID CALL NO. 734-25**

Notice is hereby given that sealed bids will be received at the City of Atwater Council Chambers located at 750 Bellevue Road Atwater, California until **2:00 PM** local time, on **September 11, 2025** at which time they will be publicly opened and read for the furnishing and delivering of **One Electric Street Sweeper OR EQUAL**. Please carefully read and follow the instructions. Bids shall be presented under sealed cover. Clearly marked Electric Street Sweeper and bid submittal deadline date on the outside and mailed or delivered to:

City of Atwater  
City Clerk's Office  
1160 5<sup>th</sup> St  
Atwater, California

Contact: Matt Del Real, Public Works Superintendent  
Phone: 209-777-1316  
[E-Mail: mdelreal@atwater.org](mailto:mdelreal@atwater.org)

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received by the City Clerk's office by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

**BID SUBMITTAL DEADLINE; 2:00 P.M., THURSDAY, September 11, 2025**

**BIDS WILL BE CONSIDERED LATE WHEN THE CITY CLERK'S OFFICIAL TIME CLOCK READS 2:00 P.M.**

By order of the City Council of the City of Atwater, State of California on August 11, 2025

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Justin Vinson  
Public Works Director

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## SECTION 1 TECHNICAL SPECIFICATIONS

### FOR FURNISHING TWO (2) NEW TITLE 23 TIER 4 DUMP TRUCKS GENERAL DESCRIPTION OF INTENDED USE

The City of Atwater Public Works Department has received a partial waiver from the Federal Highway Administration for the purchase of Electric Street Sweeper.

The following specifications will be considered as minimum. The Electric Street Sweeper shall be of new, current Manufacture. All chassis and sweeper components necessary for the complete and proper functioning of the street sweeper shall be included in the bid. The unit shall be delivered completely assembled, serviced and ready to operate.

Bidder shall initial in the space provided for Minimum Specifications and Options to indicate that the bidder has read that item and is capable of supplying the item required. Do not initial the item if you are unable to supply the item as required. If unable to supply an item, indicate in writing the alternates that you can supply. The total proposed price on the proposal page must INCLUDE all of the specifications and options that are initialed or offered by the bidder.

#### **Specifications:**

The sweeper in this specification shall be a purpose-built design with right side steering, six wheels, single engine, hydrostatic drive, 6.5yd<sup>3</sup> (Tipping) or 5.5yd<sup>3</sup> (Container dump) cubic yard hopper, with three pulled mounted gutter broom system.

#### **1. GENERAL SPECIFICATION REQUIREMENTS:**

1.1. **Quality and Workmanship:** The manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operating conditions to which the vehicle will be subjected. Engine, hydraulics, differential, brake, suspension, wheels, tires, sweeper body and other component parts of the vehicle shall be heavy duty, and selected to give maximum performance, service life, as well as safety and not merely meet the minimum requirements of this specification. Shall be a minimum of 100 like all electric sweepers in current operation, no prototypes allowed.

1.2. **Condition:** The vehicle chassis and sweeper body with all its associated equipment shall be new and unused, and the most current production model consisting of parts and materials that are the proper size, quality and design for the unit specified. Components and accessories not specifically mentioned but considered standard by the manufacturer shall be included. Components and accessories listed as standard in the manufacturer's current literature may not be removed unless it is to upgrade the equipment or is a necessity due to the addition of an accessory. The vendor shall provide a list of these removed components at

preconstruction if any for City approval. Optional equipment shall be installed in accordance with this specification.

**1.3. Rules and regulations:** The vehicle bid shall comply with all current regulations and/or standards **applicable** but not limited to the list below:

- Department of Transportation (DOT)
- Federal Highway Administration, 49 CFR Motor Carrier Safety Regulations and Standards
- Federal Motor Vehicle Safety Regulations and Standards (FMVSS)
- National Highway Traffic Safety Administration
- Society of Automotive Engineers
- U.S. Environmental Protection Agency-Federal Energy Administration
- California Vehicle Code
- California Administrative Code
- California Air Resource Board
- American National Standards Institute including ISO 26262 Road Vehicle Functional Safety Guidelines (ANSI) and ANSI LV.
- National Electric Codes(NEC) including NEC 70 specifically Article 551
- Occupational Safety and Health Agency Regulations (OSHA)
- Underwriters Laboratory Listings (UL)
- Unit must be PM10 certified by South Coast Air Quality Management district

#### **1.4. Quality Assurance Provisions**

**1.4.1. Pre-delivery checklist:** Prior to delivery, each piece of equipment and vehicle component shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's standard pre-delivery service. A check list shall be completed for each vehicle including all OEM and additional equipment that it was inspected for proper operation. This check list shall be included with the vehicle at the time of delivery.

**1.4.2. Receiving Inspection:** The vehicle chassis and sweeper body shall be fully inspected at the time of delivery and if rejected because of deficiencies, it shall be the successful bidder's responsibility to make the necessary corrections. Payment and/or the commencement of a discount period (if applicable) will not be made until the vehicle meets the City's specification for construction and operation.

**1.4.3. Demonstration and Evaluation:** The City reserves the option to request, and the bidder shall agree to provide, an "on the job demonstration and evaluation" for the City's Fleet Management personnel before acceptance of contract in the event performance of unit proposed is not familiar to the City. If requested by the City, a demonstrator unit shall be made available prior to award and provided at no additional cost to the City. Time and number of hours required for such evaluation shall be as determined by the City.

1.4.4. **History and references:** The successful bidder shall have built, sold, and delivered a total of three (3) similar units to this specification within the last three (3) years. The Bidder shall provide at least three (3) references to the City along with bid submittal.

1.4.5. **Prototype Vehicles:** No prototype or experimental vehicles will be accepted

1.4.6. **Heavy Duty:** The term "heavy duty", as used in this specification, shall mean that the item to which the term is applied shall exceed the usual quantity, or capacity supplied with standard production vehicles and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

#### 1.5. **Electrical Harness Installation Requirements:**

To ensure rugged dependability, all 12- 24-volt wiring harnesses installed by the vehicle body manufacturer shall conform to all regulations and guidelines applicable to this type of application specify the following specifications:

1.5.1. Wiring shall be run in loom or conduit where exposed and have grommets or other edge protection where wires pass through metal. Wiring shall be color, function and number coded. Wire colors shall be integral to each wire insulator and run the entire length of each wire. Harnessing containing multiple wires and using a single wire color for all wires shall not be allowed. Function and number codes shall be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors shall be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment shall be installed utilizing the following guidelines:

- All wire ends not placed into connectors shall be sealed with a heat shrink end cap. Wires without a terminating connector or sealed end cap shall not be allowed.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that shall not allow moisture to accumulate in it.
- For low cost of ownership, electrical components designed to be removed for maintenance shall be quickly accessible. For ease of use, a service loop shall be provided behind the appliance to allow them to be pulled away from the mounting area for inspection and service work.
- Corrosion preventative compound shall be applied to non-waterproof electrical connectors located outside of the cab or body. All non-waterproof connections shall require this compound in the plug to prevent corrosion and for easy separation of the plug.
- Any lights containing non-waterproof sockets in a weather-exposed area shall have corrosion preventative compound added to the socket terminal area.

- All electrical terminals in exposed areas shall have DOW 1890 protective Coating applied completely over the metal portion of the terminal.
- Rubber coated metal clamps shall be used to support wire harnessing and battery cables routed along the chassis frame rails.
- Heat shields shall be used to protect harnessing in areas where high temperatures exist. Harnessing passing near the engine exhaust shall be protected by a heat shield.
- All braided wire harnesses shall have a permanent label attached for easy identification of the harness part number and fabrication date.
- All standard wiring entering or exiting the cab shall be routed through sealed bulkhead connectors to protect against water intrusion into the cab.
- The use of **scotch locks or wire nut electrical connectors shall not be acceptable.**
- All fuse blocks shall use screw type terminals, spade connectors will not be acceptable. They shall also be properly labeled and utilize a clip on cover. Proper size fuse block shall be used for the number of fuses required. Fuse blocks shall be favored over inline fuse holders.

**1.6. Bid Submittal Drawings and Pre-Production Drawings:** A complete set of contractor's specifications and CAD drawings showing the side and top view, overall length, and all dimensions of the proposed vehicle with sweeper body, equipment and all component locations must be submitted with the bid for comparison. These drawings must reflect the actual unit of the spec. **Within twenty days following the preconstruction meeting an updated set of drawings will be submitted to City staff for final approval before building process is to begin.**

**1.7. Pre, mid, and final-construction inspections:** The vendor and/or manufacturer will allow for three (3) City representatives at the final inspection which must be of the completed product before delivery/shipping. Any costs incurred for the final inspection will be included in the bid price.

**1.8. Weights and Calculations:** The overall size, weight and stability of the finished vehicle are critical to the City of Atwater. All compartment sizes, overall length, height, wheelbase, turning radius, angle of approach, angle of departure, individual axle loads, stability calculations, fully loaded weight of the vehicle, and remaining payload per axle will be included with the proposed bid. **A weight certificate shall be completed from a certified scale and be presented with the delivery paperwork.**

**1.9. Successful bidder's weight distribution shall not load the vehicle in such a manner as to exceed any individual axle rating, spring or spring hanger rating or tire and wheel rating. Axles are to carry weight distribution as per SAE axle load rating.**

- 1.10. **The successful bidder will assume all responsibility and submit a written document assuring the compatibility and proper weight distribution of the sweeper chassis and accessories submitted in their bid.**
- 1.11. **Delivery:** Delivery shall be no greater than **60 days** from the date the vendor receives the City's Purchase Order. Delivery will be made at the City Corporation Yard.
- 1.12. **Documents:** The following documents shall be delivered to the consignee (receiving agency) with the vehicle:
  - 1.12.1. Titling document or Certificate of Origin with verification of vehicle completed.
  - 1.12.2. Completed and signed pre-delivery service checklist.
  - 1.12.3. All component warranties for chassis and body with vendor information for repair. This shall include any information pertaining to additional warranties on components or aux equipment.
  - 1.12.4. Total invoice with PO number stated on document
- 1.13. **In-Service Notification:** Equipment not placed in-service immediately upon receipt because of time lag to construct body components and/or installation of special equipment shall be warranted from the date the unit is placed in service. The receiving agency shall notify the vendor in writing of actual "in-service" date. This date will be the start date of the warranty period for chassis and body
- 1.14. **Warranty:** The manufacturer's regular new equipment warranty shall apply to all vehicles procured against this specification and shall include all additional components specified. The successful vendor is responsible for all travel expenses associated with warranty repairs to include: mobile service, transportation of equipment, and parts shipment. All franchised dealers of the vehicle within the State of California shall honor this warranty. The City's established preventive maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. A warranty certificate and/or card shall be supplied with each vehicle delivered.

**This warranty should be facilitated through one contact person at the successful bidder's company. Documentation shall be provided at the time of delivery which clearly states warranty terms and durations for equipment and components mounted.**

**Complete Unit warranty:** Minimum of two (2) Years or 2,000 Hours (whichever comes first) full vehicle and component warranty in conjunction with any additional individual component warranties.

**Chassis and Container Module Warranty:** Full five (5) year warranty on the

Chassis and container module.

**Battery:** Minimum of five (5) years or 8,000 Operational Hours; whichever comes first

1.15. **Exceptions:** Exceptions to this specification shall be in writing and submitted through the proper bid process. Failure on the part of the bidder to comply with the requirements and conditions of this specification may subject bid for rejection. The burden of proof of compliance with this specification will be the responsibility of the bidder. Current literature on the vehicle bid shall be furnished.

## **2. CAB AND CHASSIS:** New ALL-ELECTRIC PURE VACUUM PURPOSE BUILT STREET SWEEPER

**3.**

3.1. **General Data:** Manufacture shall verify that all weight ratings and chassis measurements are accurate with the complete unit prior to bid submission. If discrepancies are identified they shall be submitted during the proper phase of the bid process and included with the bid submittal.

- **Weight:** Shall not exceed 25,500lb GVWR
- **Curb Weight:** Maximum 14,500 lbs (Tipping) / 15,000 (Container Dump)
- **Load Capacity:** Shall not be less than 10,750 lbs (Tipping) / 10,300 (Container Dump)
- **Length:** 178" maximum
- **Height:** 110" maximum
- **Width:** 89" maximum
- **Wheel Base:** 71.5" maximum
- **Turning radius:** Shall not exceed 199"

3.2. **Cab:** Shall be fully enclosed with all standard features specifically the following:

1. Air Conditioning
2. Cruise control for sweeping in sweep mode.
3. Heater with variable speed fan and defrost setting.
4. Heavy Duty Black vinyl or rubber floor covering
5. Shall be factory standard grey interior, including roofing material
6. Sun visors for operator, and passenger
7. Electric windshield wipers with intermittent function and window sprayer
8. Adjustable Steering Colum – tilt / telescoping, arm rest, and dash panel.
9. Self-Canceling Turn Signals
10. LED Dome Light
11. LED Clearance Lights
12. LED Map Lights
13. Operator lockable Storage
14. Hi and Low Beam Headlights
15. Hopper viewing door

**3.3. Cab Design and Mounting:** Cab shall be mounted front of the sweeper design with right side mounted single steering and left side passenger seat. Shall feature a panoramic unobstructed view for the operator. Vehicle shall feature a right-side steer cab configuration, left or dual steer cab positions shall not be accepted. Shall include sound suppression insulation. Cabin shall not exceed a noise level of 65 db. Cab shall be completely dust and weather tight when closed with serviceable cabin air filter(s).

**3.4. Dash and Trim:** Shall be factory grey interior color for all dashboard, door panels and trim.

**3.5. AM / FM Radio:** Hands free Blue Tooth compatible AM-FM stereo with digital clock and minimum two speakers. Shall be able to sync with blue tooth compatible cellular phones to send and receive calls according to all applicable hands free driving regulations. Radio shall include MP3 and a USB port and supported by the OEM.

**3.6. Dash Mounted Gauges and Indicators:** All standard gauges and light indicators shall be provided including but not limited to the following:

- 3.6.1. Volt / Ammeter
- 3.6.2. Tachometer
- 3.6.3. Transmission Oil Temperature
- 3.6.4. Engine Hour Meter
- 3.6.5. Indicator Light Hydraulic Filter Restriction
- 3.6.6. Indicator Light Air Restriction
- 3.6.7. Indicator high / low beam
- 3.6.8. Indicator turn signal
- 3.6.9. Indicator park brake
- 3.6.10. Water Tank Level Gauge
- 3.6.11. Indicator hopper door status
- 3.6.12. Indicator hopper dump status
- 3.6.13. Indicator suction head position
- 3.6.14. Indicator blower status
- 3.6.15. Indicator broom(s) status i.e. position and rotation
- 3.6.16. Indicator broom water spray system status

**3.7. 12V Outlet:** Shall have a dash mounted 12v outlet.

**3.8. Cab Mirrors:** Two manufactures heated mirrors that extend out past the body. They shall be two parts with flat mirrors 6" x 10" and lower convex mirrors per side. Electrical connectors to be provided at the mirrors to allow easy removal and replacement.

**3.9. Cab Steps and Grab Handles:** Shall include full safe ergonomic cab access steps and handles. Steps shall work in conjunction with grab handles to provide full 3 points of contact while entering and exiting the cab. Steps shall include non-slip

surfaces. Note steps not to exceed 16" between each step this includes first step from ground level. Cab floor height from ground shall be 31".

3.10. **License Plate Holders:** Front and rear mounted License plate holders. Must include all hardware and the rear shall be LED illuminated.

3.11. **Overall Height Placard:** Shall have a 2" x 4" permanently engraved plastic "Overall Height" placard installed clearly visible to the operator. Shall be red background with white lettering.

3.12. **Chassis Horn:** Shall have manufactures standard electric horn.

3.13. **Operator Seat:** Air suspension type with heavy duty vinyl upholstery, dual arm rest, and shock absorbers. shall be mounted right side of cab (curbside).

3.14. **Passenger Seat:** Shall include a left side passenger cab seat.

3.15. **Seat Belts:** Operator and passenger seat shall have manufactures standard 3-point self-retracting lap and shoulder belt. Preferred safety orange.

3.16. **Keys:** There shall be three (3) keys for every lock. These keys shall be unique to this truck. These keys shall all be programmed to the vehicle and be included with the vehicle at the time of delivery.

3.17. **Cab Windows:** All windows shall be factory tinted and approved safety glass.

3.17.1. **Street and Curb Side Windows:** Shall have manufactures standard upper door sliding windows and lower door sweep viewing windows.

3.17.2. **Windshield:** Shall have manufacturer's standard safety glass full width one-piece window.

3.17.3. **Floor Window:** Shall have impact resistant center mounted floor window for viewing suction head from the operator's position.

3.18. **Rear / Left side and Suction head View Camera Systems:** Factory rear / left side view camera system shall be included and installed. Rear View and left side view camera system with 7" color monitor and a second suction nozzle camera and 7" monitor shall be provided and installed. Rear and side view System shall automatically activate when the vehicle is placed into reverse and switching to the left side view when sweeping forward and have the option to be continuously activated to the desired camera angle. Camera and monitor placements shall be determined at the pre-construction meeting but shall be mounted in such locations to allow optimum viewing from the operator's position.

3.19. **Chassis Frame:** Shall be 4 millimeter thickness minimum Corten steel chassis

3.20. **Tow Hooks:** Front and Rear frame mounted tow hooks inside of the frame rail.

3.21. **Front Bumper:** Shall be factory standard metal full width painted bumper.

3.22. **Tool Box:** Shall include a passenger side mounted tool box.

2.23 **Drive System:** Shall be a hydrostatic continuous variable system with a top speed of 25 mph

2.24 **Suspension:** The suspension system shall meet or exceed the specified GVWR and axle rating. Body builder shall confirm the suspension to ensure proper capacity.

2.25 **Front suspension:** Shall be a factory independent, hydro pneumatic self-leveling system

2.26 **Rear suspension:** Rubber cone spring type rated to support full load and curb weight rating.

2.27 **Steering:** Shall be manufactures recommended heavy duty power steering, shall be provided by a dedicated steering independent pump. Final Steering mechanism shall be a transverse mounted hydraulic piston fixed to chassis between front wheels with heavy duty tie rod to spindle connections.

2.28 **Brakes:** Layout - Dual circuit, full pressure by tandem foot metering valve, one on front brakes , other on rear brakes, rear brakes through ALR valve. Maximum front pressure is 140 Bar

2.28.1 **Front brakes:** Ventilated disc brake, Perrot Disk d=246 mm, Perrot caliper 2 pistons each side d=65 mm or equivalent

2.28.2 **Rear Brakes:** Combination of hydrostatic engine brake with hydraulically actuated servo drum brakes or equivalent

2.28.3 **Parking Brake:** On exterior rotation disk of rear wheel

2.29 **Wheels:** Total of six (6) heavy duty disk type wheels shall be supplied (6 wheels on the sweeper and 1 loose wheel for the front and rear as spares).

2.30 **Tires:** Total of six (6) tires shall be supplied. Shall be new Highway rated and no recaps shall be acceptable. Tires shall be of a combined load range to support the full GVWR of the vehicle.

2.30.1 **Front Tires:** 215/75 R17.5

2.30.2 **Rear Tires (Dual):** 215/75 R17.5

2.31 **Spare Wheels:** Supply two (2) spare wheels with tires, one (1) front, one (1) rear wheel for dual tires (1 piece).

2.32 **Stop, Turn, Tail, and Reverse Lights:** Shall be LED design and flush mounted. Sweeper manufacture shall supply and install all DOT and FMVS required lighting

to the rear of the utility body. This shall include a high mounted 3<sup>rd</sup> brake light located on the rear of body.

2.33 **Rear Bumper:** Shall be integrated with the rear of the sweeper body. Must also feature rubber bumpers mounted.

2.34 **Door lock:** Doors shall be lockable from the inside by central door locking

### 3 POWERTRAIN AND ELECTRICAL CHARGING SYSTEM:

#### 3.1 Powertrain

The powertrain should meet the following standards:

Electric Motor	Broad Ocean DDM60 or equivalent
Casing Length (mm)	305
Casing width (mm)	360
Casing height (mm)	340
Weight (kg)	110
Ingress protection (IP)	IP67
Maximum power (kW)	150
Continuous power (kW)	70
Maximum Torque (Nm)	980
Continuous Torque (Nm)	350
Normal Operating range (rpm)	0-3500
Derating range (rpm)	3500-3700
Overspeed range (rpm)	3700-4200
Cooling system	40% Distilled water / 60% Glycol
Coolant temperature (°C)	-40 to 65
Coolant Flow (L/h)	1200

3.2 **Chassis electrical system and Batteries:** Shall be a 24volt system utilizing two (2) 12volt heavy duty sealed maintenance free AGM batteries with the highest available (CCA) cold cranking amps available for this application, 1,400CCA combined minimum. Battery cut off switch shall be installed in cab. **Note: A permanent engraved metal label shall be in place at the battery compartment indicating “Caution 24-Volt system”**

3.3 **Motor control unit:** The motor control unit should meet the following standards:

Motor Control Unit (MCU)	CO150-HV or equivalent
Casing Length (mm)	416
Casing width (mm)	300
Casing height (mm)	110

Weight (kg)	12
Ingress protection (IP)	IP6K9K
Schock & Vibratoin standard	GMW3172
Ambient temperature (°C)	-30 °C to 65 °C
Operating voltage (VDC)	150-750
Maximum current (A)	392
Continuous current (A)	173
Cooling system	40% Distilled water / 60% Glycol
Coolant temperature (°C)	-40 to 65
Coolant Flow (L/h)	400

### 3.4 Motor and drive system

- Battery capacity:** 100 kWh / 480 volt
- Battery type:** Lithium iron phosphate (LiFePO4)
- Max. torque / power** 765 Nm / 150 kW (peak) - 70 kW (nominal)
- Chargers (incl. with machine)** 22 kW AC internal
- Plug** Type 2 connector (IEC 62196-2) / Combo 2 connector (IEC 62196-3) available as an option

## 4 BRAKE PLUS STEERING MOTOR: Shall meet the following criteria

Brake + Steering Motor		
Make	Engiro or equivalent	
Part number	205W-08095-SHR	
Electrical Data		
Number of phases	3	
Number of pole pairs	4	
Maximal efficiency	> 96	%
T/I constant (I<Inom)	1.69	Nm/A
U/n constant (AC)	164	V/(1000RPM)
Ke constant	0,392	V/(rad*s-1)
Additional Data		
Weight (w/o cables)	34	kg
Rotor moment of inertia	0,0123	kg*m <sup>2</sup>
Protection category	IP65 / IP69k	
Maximal rotor temperature	140	°C
Allowed ambient temperature	-20 ... 45	°C
Cooling (medium, flow rate, inlet temperature, pressure)	water/glycol 50/50, 6 l/min, ≤ 45°C, ≤	

	0.5 bar	
Temperature monitoring	1 x KTY84-130	
Type approval	CE, EN 60034	
Customs tariff number 8501 5230	8501 5230	
<b>Connectors</b>		
Power terminals	3 x M25 cable gland	
Signal connectors	M16, 10 pin	
Cooling connectors	2 x $\frac{3}{4}$ " / 19 mm	

## 5 SWEEPER EQUIPMENT:

Sweeper system shall be complete and operational at the time of delivery. If a component is required for the operation of the sweeper but is not specifically listed, it is the successful bidder's responsibility to provide. Documentation providing exact information for the sweepers design, performance, and capacities shall be provided with bid submittal.

**5.1 PM10 Certified Option:** This sweeper shall be built to comply and be certified to the dust regulation system PM10 standard otherwise referred to as AQMD RULE 1186.

### 5.2 HOPPER:

**5.2.1 Location:** Aft of the cab.

**5.2.2 Capacity:** 6.5 cubic yards (Tipping)

**5.2.3 Lift and Capacity:** Shall be a dual hydraulic ram cylinder lift mechanism with a lifting capacity that exceeds the combined weight of hopper load capacity (Tipping)

**5.2.4 Hopper Construction:** Hopper shall be constructed of stainless steel for strength and corrosion resistant (no exceptions), the floor and front aperture to have integrated ribs for stiffness. Hopper floor shall be supported by a substructure made of 3" steel tubing.

**5.2.5 Rear Hopper Door:** Hopper door to be constructed of Corten steel and is to be painted. Two Hydraulic rams shall open and close hopper door and shall have a manually operated safety prop for Hopper door when in the open position. A steel cover to protect wiring shall be installed.

**5.2.6 Hopper Dump Height:** Shall be capable of dumping at different heights and dump capability above the ground to the bottom of the hopper chute door. Hopper dump to have a tipping angle of 58 degrees and have a tipping height of 34".

**5.2.7 Dump Location:** Shall dump to the rear of the sweeper.

**5.2.8 Inspection doors:** Hopper to have two (2) inspection doors one located on the street side and one located on the curb side.

**5.2.9 Easy Lift Grid option:** Hopper to have the easy lift stainless steel grid option to assist in the hopper cleaning process

**5.2.10 Hopper Controls:**

**5.2.10.1** Shall be a remote pendant control to operate dump features of hopper, the operator shall utilize the control on the curb side (right) of the sweeper.

**5.2.10.2** Install an additional in cab switch to control dump features from the cab operators position if available.

**5.2.11** **Safety Lockout:** Shall automatically lock out the controls to prevent movement of the vehicle while dumping.

**5.2.12 Warning:** Shall have hopper dump alarm to alert when hopper not in the rest position.

**5.2.10** **Filtration System:** Shall include a filtration system and shall limit harmful particle exhaust.

**5.2.11** **Hopper door lock:** Hopper door secured by two hydraulically actuated locking pins.

**5.2.12** **Hopper door Seal:** Shall be a EPDM seal that is weather temperature resistant

**5.2.13 Hopper safety prop:** Shall have a permanently attached hopper manual safety prop for use with hopper in the up position to provide a safe work environment for technicians and operators with the hopper in the up position; this safety prop shall be rated to exceed the full weight of hopper and with full load in the up position while not depending on the hydraulic system to hold hopper in the up position. Prop to be painted safety yellow and be clearly labeled

### 5.3 VACUUM SYSTEM:

**5.3.1 Fan housing:** Inner fan housing made of Corten steel and painted, outer fan housing aluminum, painted grey.

**5.3.2 Vacuum fan:** Fan mounted above hopper shall be upgraded to a 28"-10 blade Aluminum fan with a tensile strength of 190 N/mm and a hardness of 52HB; Maximum rotation speed of 3300rpm.

**5.3.3 Pick up head and suction tube:** Shall be a 24.8" wide Linatec coated pick head up made of Corten steel with extension plate and suspended swivel wheel. Pick up head to be located forward of the front wheels between the front brooms, and have a heavy duty 8.9" 304 stainless steel suction tube.

**5.3.4 Air deflection Plate Option:** A plate shall be mounted at rear of the sweeper to deflect air from the sweeper vacuum system to divert the exiting air from causing external dust ups.

**5.3.5 Wash out coupling:** Provide ground level wash out coupling for fan and hopper.

**Note: System shall have the heavy duty option.**

### 5.4 GUTTER BROOMS:

**5.4.1 Gutter Broom location:** The Street and curbside gutter brooms shall be mounted forward of the front wheels below the cab. The gutter brooms shall be mounted as in a pulled position

- 5.4.2 **Diameter:** 35" each
- 5.4.3 **Broom Rotation speed:** 0 to 210 rpm
- 5.4.4 **Lift:** Hydraulic displacement cylinders
- 5.4.5 **Impact Protection:** Pull spring loaded system with constant pressure, spring allows broom to fold in when curb contact occurs.
- 5.4.6 **Broom deploy / tilt / rotation controls:** Brooms shall be controlled using a combination of Joystick / switch and dial controls to control all functions of the brooms, i.e. deploy rotation and tilt. All broom controls shall be at cab operator's position. Side Brooms shall have a tilt angle of 21 degrees and side shift of 9.1 inches.
- 5.4.7 **Gutter Broom Lights:** Shall include LED flood lights to illuminate the sweeping path and area, individually controlled by dash mounted switches for each broom.
- 5.5 **Third Broom / Weed Cutter:** Shall provide and install third broom center, front mounted and have a linear movement of 47" and a maximum reach of 77".
- 5.5.1 **Third Broom 4-way tilt option:** Third brush tilt functions shall include forward, back, left and right tilt functions controlled from dash mounted switches.
- 5.5.2 **Third Broom Light:** Shall include LED flood light to illuminate the sweeping path and area, individually controlled by dash mounted switch for each broom
- 5.5.3 **Third Broom Release:** Quick release system shall allow the quick change of the third broom in the event the broom needed to either be removed or mounted on the sweeper to take no more than five (5) minutes.
- 5.5.4 **Sweeping Path:**
  - The sweeping path using the two side brooms shall be 87"
  - The sweeping path using all three brooms shall be 134"

## 5.6 WATER SPRAY SYSTEM:

- 5.6.1 **Capacity:** 160 Gallons
- 5.6.2 **Tank Construction:** There shall be two (2) water tanks (80 gallons each) and shall be built Integral with the chassis frame made of Corten steel
- 5.6.3 **Water pump:** Tellarini branded or equivalent self-priming, belt-driven pump capable of below maximum flow and pressure:
  - Max flow output: 12.4 [GPM @ 7.3PSI](#)
  - [Max pressure of system:](#) 3.0 GPM @ 29.0 PSI
- 5.6.4 **Spray Nozzles:** 11 nozzles total, two (2) per broom head and five (5) in the suction head and tube.
- 5.6.5 **Nozzle Control:** Spray nozzles shall be separately controlled at each location giving the operator the ability to turn the water on or off at each broom. The water pressure shall be constant and non-adjustable.

- 5.6.6 Filters:** There shall be three (3) water system filters, one (1) in each tank and one (1) inline system filter, mounted under the cabin. All water filters shall be Replaceable and Serviceable.
- 5.6.7 Water Tanks Fill location and Hose:** The water tanks fill location shall be on the curb side behind operator cabin. Provide one (1) 15' hydrant fill hose with the proper fittings for use with standard City Hydrant. One (1) Hydrant wrench shall be provided. A mounted hydrant tool and 15' hose holder shall be provided to secure for travel.
- 5.6.8 Water tank level gauge and low warning:** Low water level gauge and warning light in cab dash control panel.

## **6 SAFETY SYSTEMS, LIGHTING AND SIGNS:**

- 6.1 Blind Spot Camera:** Located on left-hand (LH) side of the sweeper shall be a blind spot camera with the ability to see oncoming traffic, pedestrians, and bicyclist – providing enhanced visibility for the operator to see while inside the sweeper.
- 6.2 Mounting Rack Option:** Mounting Rack on rear door for mounting signs and tools (two mounting rails)
- 6.3 Full LED light Package:**
  - 6.2.1 Provide and install a total of ten (10) LED work lights; one (1) LED light over each broom, one (1) at hopper location, in addition four (4) LED work lights to be roof mounted (two front and two rear of sweeper), one (1) work light in the engine bay and one(1) light for pick up head.
  - 6.2.2 Provide and install front and rear roof mounted Amber beacons.

**7 SWEEPER COLOR:** All Sweeper ABS body panels shall be painted white and the chassis shall be painted white

- 8 SOFTWARE:** All software and data links required for the diagnosis and repair of the chassis, body, powertrain and installed components within this specification Shall be provided by the successful bidder. The software shall be loaded and fully functional on to the city's current fleet owned laptop prior to training, along with any one (1) year manufactures subscriptions required to operate this software at no cost to the City. Software shall cover but not be limited to support for the powertrain, transmission, braking system, CAN systems, on board up-fitting and all other computer-controlled equipment.
- 9 TELEMATICS:** The vendor shall supply a free three (3) year subscription (renewable at any time thereafter) allowing for the complete and unobstructed monitoring of street sweeper. Specific metrics and performance indicators shall be viewable on dashboard while providing visibility to the exact location and speed of the street sweeper to enhance productivity of the city street sweeping program.

**10 TRAINING:** Within 15 days after delivery, the successful bidder shall be present to provide a minimum of eight (8) hours of training to familiarize those members designated by the City of Atwater Fleet Manager with all aspects of the sweeper and mounted equipment. This shall include all systems and components along with all their proper safe operation, adjustment, and settings. Must include all daily cleaning and lubrication requirements to be operator performed. Training shall be proctored by a representative that is familiar with operating the sweeper during normal operating conditions. Training instructor must perform a practical on the road ride along with a designated operator during their normal shift for minimum of four (4) hours. Required hours for training will be discussed at the pre-construction meeting. An additional four (4) hours of instruction shall be designed to explain the maintenance and service requirements of the equipment to fleet maintenance personnel. The training will be conducted at the City of Atwater Corporation Yard.

**11 MANUALS:** The vendor shall supply the following manuals at the time of delivery in electronic format i.e. USB thumb drive, DVD etc. Book and paper copies are not acceptable:

- One (1) operator's manual with each vehicle or equipment
- One (1) parts manual with parts explosion diagrams
- One (1) repair and service manual
- One (1) complete equipment electrical diagram
- One (1) Up-Fitted Electronic systems diagram and networking chart
- Operator and repair manuals for all mounted equipment are required; paper copies are acceptable

All equipment cataloged as standard from the factory shall be furnished by the factory and included in the purchase price. All requested options which are not part of any standard package shall be furnished and installed by the factory unless otherwise specified, and shall also be included in the purchase price. Options which the factory is unable to furnish will be subject to approval or rejection by the City.

**SECTION 2**  
**INVITATION FOR BID CALENDAR AND CHECKLIST**

**1. Calendar**

a. Availability of Invitation for Bid	August 12, 2025
b. Submittal of Questions / Corrections – Section 3.2	August 28, 2025
c. Closing Date for Invitation for Bid – Section 3.3	September 11, 2025

**2. Submittal Checklist**

a. Signature Sheet	Attachment A	Section 3.1.a
b. Bid Cost Sheet	Attachment B	Section 3.1.a
c. Reference List	Attachment C	Section 3.4
d. Subcontractor List	Attachment D	Section 4.17
e. Federal Clauses	Attachments E - J	

## SECTION 3

### INSTRUCTIONS FOR SUBMITTING BIDS

#### 1. **Bid Submittal**

- a. Bid must be submitted on the form(s) provided by and made available to The City of Atwater, City Clerk's Office 1160 Fifth St Atwater, CA 95301. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have signature sheet, (**Attachment A**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The bid cost sheet, (**Attachment B**) to be completed, signed and returned with bid submittal.

Bids not submitted on the form(s) provided may not be considered by the City.

- b. **All bids shall be presented under sealed cover, clearly identified on the outside to read:**

- **Name of the bidder**
- **Address of the bidder**
- **Subject of the Bid**
- **Bid Submittal Deadline Date**

- c. Please submit **one (1) original signature hard copy** to be signed in blue ink (original copies marked as such) and **one (1) copy**.

- d. **All bids shall remain firm for at least sixty (60) calendar days after Bid Submittal Deadline unless otherwise specified.** Within sixty (60) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the City to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the bidder objects to such extension in writing with their bid.

- e. All prices shall be bid F.O.B. DESTINATION only.

- f. Delivery dates of all items/services shall be specified on the bid.

- g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.

- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the City, nor shall any change in the bid be made because of a mistake. The City may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the City in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has

established to the satisfaction of the City that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.

- i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

## **2. Interpretation, Corrections and Addenda**

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1, or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: **August 28, 2025**

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the City of Atwater to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the City's designated contact person or any other City staff member concerning this proposal is not binding on the City and shall in no way modify this proposal or the obligations of the City or any Bidders.**

The Bidder may E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be made in writing only and directed to the designated City staff person as shown. Contact with any other City personnel or any undue "badgering" of such City personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

## **3. Bid Submittal Deadline**

The bid must be received by the City of Atwater no later than **2:00PM, local time on Thursday, September 11, 2025.** **BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the City, the City reserves the right to accept such bid.

4. **References**

Provide a list of at least three (3) three customer references, (**Attachment C**) which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

## **SECTION 4** **GENERAL TERMS AND CONDITIONS**

### **1. Bid Rejection/Waiver of Informalities**

**THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.**

The City's decision shall be final. The City's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

### **2. Bonding Requirements**

NO BOND WILL BE REQUIRED

### **3. Condition of Equipment Bid**

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

### **4. Brand Names**

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the City of Atwater as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

### **5. Payments, Invoicing and W-9 Certification Form**

Two payments will be made on this project. The first payment, 10% of the bid amount, will be made after the award of the contract. The second payment, 90% of the bid amount, will be made upon delivery and acceptance of the equipment. Invoices shall be submitted for each billing. Invoice, shall be mailed or delivered to the City of Atwater whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", ([www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)) to the City.

Both invoice(s) and W-9 form shall be forwarded to the City at the address indicated in the purchase order and/or contract. Upon approval by the City, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days.

**6. Delivery Hours**

Delivery will be accepted from 6:00 a.m. to 3:00 PM, Monday through Friday. The bidder shall state the approximate delivery date.

**7. Damage of Items**

All damages pursuant to items received by City due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

**8. Alternate Bids**

Alternate bids may be considered at the discretion of the City if alternate bids are called for in this bid. City will be the final authority to accept or reject an alternate bid.

**9. Cash Discount**

N/A

**10. Pricing**

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that City may have benefit of such lower prices.

**11. Risk of Loss**

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, City shall bear risk of loss.

**12. Prior to Shipment**

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

**13. F.O.B. Point**

F.O.B. Destination to include inside delivery to:

**CITY OF ATWATER  
PUBLIC WORKS CORPORATION YARD  
470 AVIATOR DRIVE  
ATWATER, CA 95301**

**14. Examination of Bid Documents**

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the Cities' Public Works Department. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the City will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the City.**

All other questions should be in writing only and directed to the buyer shown on the "Cover Sheet" of this Invitation for Bid (IFB).

**15. Request for Changes**

The City reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the City. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the City will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

**16. Insurance**

Bidder shall have normal liability workers compensation insurance for this project.

**17. Qualification of Bidder**

The City may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the City that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

**18. Subcontracting**

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this bid. The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

**19. Default**

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the City may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the City. Prices paid by the City must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law.

**20. Cancellation of Purchase Order and/or Contract**

The City may terminate any purchase order and/or contract derived from this bid as follows:

- a. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

**21. Rejection of Bid**

**THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (30) CALENDAR DAYS FROM DATE OF BID OPENING.**

**22. Nondiscrimination**

- a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment,

compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.

- b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

**23. Non-discrimination of the Disabled**

The City will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities.

In this regard the City and all of its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

**24. Governing Law and Venue**

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

**25. Taxes**

Sales Tax should be shown separately on the bid form, when and where indicated. The City is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the City is to remit the tax.

**26. Samples**

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

**27. Liabilities**

The bidder shall hold the City, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the City or bidder because of the unauthorized use of such items.

**28. Warranty, Manufacturer**

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

**29. Warranty, Successful Bidder**

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the City. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations.

## **SECTION 5** **AWARD OF BID**

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration.

### **1. Lowest Responsive Bidder**

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

- a. Lowest responsive bidder following assessment of 5% Local Business Purchasing Preference, if applicable.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.
- c. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

### **2. Lowest Responsible Bidder**

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the City;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

### **3. Award**

The City reserves the right to:

- a. Award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the bids;
- d. Accept the bid that is in the best interest of the City.

An evaluation of the bidder's ability, quality, and performance as set forth under Section 5.1, "Most Responsive Bidder" and Section 5.2, "Lowest Responsible Bidder", of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

### **4. Notice of Intent to Award**

A "Notice of Intent to Award" will be sent to all participating Bidders upon conclusion of validation and evaluation of all bids submitted. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail, facsimile, and/or email.

**5. Debriefing**

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's bid response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the City of Atwater City Clerk's Department within three (3) working days following the City's U.S. postal mail, email, or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the City will be based on the evaluators' determinations of your company's submitted bid as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the City, by telephone conference call. The debriefing is not the forum to challenge the bid's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the City's Invitation For Bid is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging of the award.

**6. Protest**

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the City after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the City's Invitation For Bid and that the City has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to City's notification to award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

City of Atwater  
Attn: City Clerk  
1160 Fifth St  
Atwater, Ca 95301

All protests in relationship to the City's intended award decision must be received by the City Manager no later than seven (7) working days following the City's U.S. postal mail, facsimile, or email of the "Notice of Intent to Award" to the Bidder.

**7. Protest Procedures**

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a “Letter of Intent to Protest”, the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the City of Atwater.

Upon receipt of the formal protest, the City Manager, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the City Council stating their concerns. The decision of the City Council constitutes the final step of the Bidder’s administrative remedy. A protest shall be disallowed when, in the judgment of the City Manager, or his/her designee, or City Council, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by City of Atwater, the protest will be disallowed.

## ATTACHMENT A

### SIGNATURE SHEET

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Name of Individual/Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_

County Business License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

State Business License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name/Title of Authorized Official: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

## ATTACHMENT B

### BID SHEET

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item No.	Qty	Description	Price
1.	1	Electric Street Sweeper	
5.		DELIVERY DATE _____ /WEEKS AFTER AWARD OF CONTRACT	
<b>TOTAL BID</b>			\$
<b>DATE:</b>		<b>SIGNATURE:</b>	

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

## ATTACHMENT C

## REFERENCE LIST

1) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT: \_\_\_\_\_

DATE AND SERVICES PROVIDED: \_\_\_\_\_

2) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

---

P.O. Box/Street	City	State	Zip
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CONTACT PERSON/TITLE:

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS:

DOLLAR AMOUNT OF CONTRACT:

**DATE AND SERVICES PROVIDED:**

3) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

---

P.O. Box/Street                      City                      State                      Zip

---

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS:

DOLLAR AMOUNT OF CONTRACT:

**DATE AND SERVICES PROVIDED:**

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT D**  
**SUBCONTRACTOR LIST**

**SUBCONTRACTOR NO: 1**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**SUBCONTRACTOR NO: 2**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**SUBCONTRACTOR NO: 3**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**SUBCONTRACTOR NO 4**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

## ATTACHMENT E

### SPECIAL REQUIREMENTS REQUIRED FEDERAL HIGHWAY ADMINISTRATION (FHWA) CLAUSES

#### **1. FLY AMERICA**

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the Administrative Services Administration's regulations at 41 CFR Part 301-10, which provides that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **2. BUY AMERICA**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto.

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore be used in the domestic production of the steel and iron materials [60 Fed Reg. 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

#### **3. CARGO PREFERENCE — USE OF UNITED STATES — FLAG VESSELS**

The contractor agrees: a. to use privately owned United States —Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available

at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish with 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FHWA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### **4. CLEAN WATER**

- a. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.
- b. CONTRACTOR agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any implementation activity of a subcontractor or itself to FHWA and the appropriate U.S. EPA Regional Office.

#### **5. ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **6. LOBBYING**

The Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (U.S.C. § 1601, et seq;) —Contractors shall file the certification required by 49 CFR Part 20, "new Restrictions on Lobbying." The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

#### **7. REPORTING RECORD RETENTION AND ACCESS**

- a. At a minimum, CONTRACTOR agrees to provide to FHWA those reports required by U.S. DOT's grant management rules and any other reports the Federal Government may require.
- b. CONTRACTOR agrees that, during the course of the project and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports

records, contracts, and supporting materials relating to the project as the Federal Government may require for the project.

- c. Upon request, CONTRACTOR agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work materials, payrolls, and other data, and to audit to books, records, and accounts of CONTRACTOR and its subcontractors pertaining to the project. In accordance with 49 U.S.C. § 5325(a), CONTRACTOR agrees to require each subcontractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and Comptroller General of the United States, or their duty authorized representatives, to inspect all work, materials, payrolls and other data and records involving that contract and to audit the books, records, and accounts involving that contract as it affects the project.

## **8. CLEAN AIR**

1. The Contractor agrees to comply with an applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FHWA.

## **9. RECOVERED MATERIALS**

CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **10. FEDERAL CHANGES**

CONTRACTOR shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including with limitation those listed directly or by reference in the Master Agreement between Purchaser and FHWA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

## **11. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

CONTRACTOR agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to CONTRACTOR in connection with the performance of the requirements of this Agreement.

## **12. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**

CONTRACTOR recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this Agreement. Accordingly, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this Agreement. In addition to other penalties that may be applicable, consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the CONTRACTOR to the extent the Federal Government deems appropriate.

## **13. DEBARRED BIDDERS**

CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform CITY whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should CONTRACTOR be included on such a list during the performance of this project, it shall promptly so inform CITY. CONTRACTOR shall not award a contract of any amount to any party included in said debarred bidders list.

## **14. PRIVACY ACT**

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974.

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FHWA.

## **15. CIVIL RIGHTS**

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable

Federal implementing regulations and other implementing requirements FHWA may issue.

2. Equal Employment Opportunity — The following equal employment opportunity requirements apply to the underlying contract:

- (a) Race, Color, Creed, National Origin, Sex — In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.
- (b) Age — In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FHWA may issue.
- (c) Disabilities — In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.R.R. Part 1630, pertaining to employment of person with disabilities. In addition, the Contractor agrees to comply with any implementing FHWA may issue.

CONTRACTOR agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA, modified only if necessary to identify the affected parties.

## **16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- (a) **Policy.** It is the policy of the Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 23 applies to this Agreement.
- (b) **DBE Obligation.** CONTRACTOR agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts finance in whole or in part with the Federal funds provided under this Agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR shall not discriminate on the basis of race, color, national origin, age or sex in the award and performance of DOT-assisted contracts.
- (c) **CONTRACTOR** agrees to apply CITY'S DBE goal of **0.0%** for all of CONTRACTOR'S sub contracting opportunities for the term of this Agreement.

## **17. FEDERAL GRANT CONDITIONS**

This Agreement is subject to a financial assistance contract between CITY and the United States Department of Transportation (DOT), Federal Highway Administration (FHWA). CITY and DOT agree to comply with all terms and conditions respectively required of them by reason of that contract. If FHWA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Contract as required by FHWA. If such changes cause an increase or decrease in the work to be performed by CONTRACTOR or in the time for such performance, then the compensation to be paid to the CONTRACTOR and time of performance shall be equitably adjusted.

## **18. LABOR PROVISIONS**

In accordance with Section 10 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 33, CONTRACTOR agrees and assures that, for the project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. CONTRACTOR agrees that determination pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally."

## **19. PROHIBITED INTEREST**

No official, officer, or employee or CITY during his or her tenure or one year shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**20. INTEREST OF MEMBERS OF OR DELEGATES OF CONGRESS**

In accordance with Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising there from.

**21. ALCOHOL ABUSE**

To the extent CONTRACTOR or any subcontractor at any tier, or their employees perform a safety sensitive function under this Agreement, CONTRACTOR agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with 49 U.S.C. § 5331, and FHWA regulations, "Prevention of Alcohol Misuse in Transit Operations," 40 C.F.R. Part 654.

**22. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES.**

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

**23. ENVIRONMENT**

CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), and Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN-329).

**24. DRUG ABUSE**

To the extent CONTRACTOR or any subcontractor at any tier, or their employees, perform a safety sensitive function under this Agreement, CONTRACTOR to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees, with 49 U.S.C. § 5331, and FTA regulations, "Preventions of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653.

**25. INCORPORATION OF FEDERAL HIGHWAY ADMINISTRATION (FHWA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FHWA Circular 4220.I.D, dated April 15, 1996 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FHWA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FHWA terms and conditions.

**ATTACHMENT F**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

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

**ATTACHMENT G**  
**STATEMENT OF ELIGIBILITY**

The \_\_\_\_\_ hereby certifies that he/she is not included on the U.S.  
(Name of Bidder) (Circle one)

Controller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporating Labor Standards Provisions.

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT H**  
**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if bidder is a corporation); and,
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without agreement, understanding or planned common course of action with, any other vendor or materials, supplies, equipment, services described in the invitation For Bid, designed to limit independent bidding or competition; and,
3. That the contents of the bid have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and,
4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

---

Name of Bidder

---

Address

---

City, State, Zip Code

---

Authorized Signature

---

Date

Subscribed and sworn to before me this \_\_\_\_\_ Day of , 2016.

NOTARY PUBLIC:

My Commission Expires:

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT I**

**BUY AMERICA CERTIFICATE**  
**CERTIFICATE OF COMPLIANCE WITH SECTION 165(b) (3)**

The bidder hereby certifies that it will comply with the requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

## **ATTACHMENT J**

### **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b) (3)**

The bidder hereby certifies that it cannot comply with the requirements of Section 165(b)(3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(3) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

---

Date

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Signature

---

Title

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT K**  
**MOTOR VEHICLE POLLUTION CERTIFICATION**

The \_\_\_\_\_ hereby certifies that he/she is in compliance with Section 508 of the  
(Name of Bidder) \_\_\_\_\_ (Circle One)  
Clean Water Act and Section 306 of the Clean Air Act, and that:

The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power and equipment.

1. All gases and vapors emanating from the crankcase of the spark ignition engine are controlled to minimize their escape into the atmosphere.
2. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
3. When the vehicle has been idled for three (3) minutes and then accelerated to 80 percent of rated speed under load, the capacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

\_\_\_\_\_ Name of Firm

\_\_\_\_\_ Address

\_\_\_\_\_ City, State, Zip Code

\_\_\_\_\_ Telephone

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Date

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT L**  
**SERVICE AND PARTS DATA**

The bidder shall state below the representatives responsible for assisting City of Atwater as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the coaches to be furnished. The bidder shall also state below, or by separate attachment, its policy on transportation charges for parts other than those covered by warranty.

Location of nearest Technical Services Representative to City of Atwater:

---

Name of Firm

---

Address

---

Telephone

Location of nearest parts Distribution Center to Merced County:

---

Name of Firm

---

Address

---

Telephone

Policy for delivery of parts and components to be purchased for service and maintenance:

---

Regular Method of Shipment

---

Cost to Procuring Agency

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

## ATTACHMENT M

### CERTIFICATION OF PRIMARY CONTRACTOR REGARDS DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:  
(Name of Bidder)

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
- (4) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the above named primary contractor is unable to certify to any of the statements in this certification, the primary contractor shall attach an explanation to this certification.

The primary contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy  
(Name of Bidder)  
of the contents of the statements submitted on or with this certification and understands that the provision of 31 USC Section 3801 et seq. are applicable thereto.

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the  
(Name of Bidder)  
\_\_\_\_\_  
Has authority under State and local law to comply with the  
(Name of Bidder)  
subject assurances and that the certification above have been legally made.

\_\_\_\_\_  
Signature and Title of Authorized Official

Date \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

## ATTACHMENT N

### CERTIFICATION OF LOWER TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The lower Tier Participant (Subcontractor to the Primary Contractor), \_\_\_\_\_, certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The Lower Tier Participant (Subcontractor) \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Sections 3801 et seq. are applicable thereto.

---

Signature and Title of Authorize Official

The undersigned chief legal counsel for the \_\_\_\_\_, hereby certifies that the \_\_\_\_\_, has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

---

Signature of Applicant's Attorney

---

Date

NOTICE TO BIDDER THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 OR SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE PROJECT.

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

## ATTACHMENT O

### CERTIFICATION OF RESTRICTION ON LOBBYING

I, \_\_\_\_\_, \_\_\_\_\_, hereby certify on behalf  
(Name) \_\_\_\_\_ (Title)  
of \_\_\_\_\_, that:  
(Firm)

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Name

---

Title

---

Firm

---

Date

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

Mike Nelson, Mayor  
Danny Ambriz  
John Cale  
Brian Raymond  
Kalisa Rochester

**MEETING** August 11, 2025  
**DATE:**  
**TO:** Mayor and City Council  
**FROM:** Christopher Hoem, City Manager  
**PREPARED** Christopher Hoem, City Manager  
**BY:**  
**SUBJECT:** **Adopting the City of Atwater Public Safety Transactions and Use Tax Program Guidelines** (City Manager Hoem)

---

### **RECOMMENDED COUNCIL ACTION**

Motion to Adopt Resolution No. 3563-25 approving the City of Atwater Public Safety Transactions and Use Tax Program Guidelines; or

Motion to approve staff's recommendation as presented.

### **I. BACKGROUND/ANALYSIS:**

Measure B, approved by voters in November 2022, established a dedicated revenue stream for enhancing police and fire protection services in the City. In accordance with the ordinance, the Public Safety Transactions and Use Tax Program Guidelines ("Program Guidelines") form the framework for the appropriate use of Measure B funds. These Program Guidelines provide examples of the permissible spending categories and eligible expenses.

Staff prepared a draft version of the Program Guidelines for City Council review at the Regular City Council meeting of May 27, 2025 and the comments have been incorporated.

The Program Guidelines outline three core spending categories for both Police and Fire services based on the ordinance:

1. Equipment and apparatus.
2. Salaries and benefits.
3. Other police and fire service expenses deemed necessary by the City Council for the benefit of the residents of the City.

To clarify the "Other" category, the Program Guidelines include an illustrative list of allowable expenditures such as training programs, community outreach, and public

safety technology.

The main changes contained in this updated version of the Program Guidelines, based on feedback at the May 27, 2025 meeting, are as follows:

1. Removed the School Resource Officer example.
2. Moved the crime mapping example to the correct category.
3. Moved everything related to facilities improvements or gym equipment to a new section that specifically requires prior Council approval for expenditures.
4. The document is clarified as the "Program Guidelines", which can be updated from time to time, but are intended to be the long-term framework and examples of eligible Measure B expenses.
5. The Expenditure Plan is confirmed to be one and the same as the annual budget process within Measure B's fund (0004).
6. An example reporting form is attached to the Program Guidelines. This form will be used by the Measure B Oversight Committee for reporting purposes to the City Council.

Staff recommends that the City Council review the updated Program Guidelines and take action to adopt them as presented.

**II. FISCAL IMPACTS:**

There is no direct fiscal impact associated with reviewing the Guidelines. However, once finalized and adopted, the Guidelines will clarify the use of Measure B revenues, which are restricted to public safety purposes.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

**IV. EXISTING POLICY:**

The Guidelines support the 2nd objective of the Strategic Plan, which is to promote safety, stability, and quality of life.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by relevant departments.

**VII. PUBLIC PARTICIPATION:**

The development of the Guidelines has included opportunities for public input to ensure transparency and community alignment. The Guidelines were reviewed in an open session of the City Council on May 27, 2025, where members of the public were invited to provide comments, suggestions, and feedback.

Additionally, once the Guidelines are adopted, continued public oversight will be provided through the Citizens' Oversight Committee, which will hold quarterly public meetings subject to the Brown Act. Committee findings and reports will be made publicly available, and meeting agendas and minutes will be posted on the City's website.

**VIII. ENVIRONMENTAL REVIEW:**

The Guidelines are not a project as defined by the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15378(b)(4). They constitutes a government fiscal activity involving expenditure strategies, which do not result in a direct or reasonably foreseeable physical change in the environment.

As such, the review and adoption of the Guidelines are exempt from CEQA review.

**IX. STEPS FOLLOWING APPROVAL:**

Upon adoption, the plan will be used to guide all future Measure B-funded expenditures and will be made publicly available.

Submitted and Approved by:



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Chris Hoem, City Manager

Attachments:

1. XXXX-25 PSPG August 2025 - final
2. PSEP 2025 final draft August 2025-c1
3. Committee Expenditure Review Form - Final Draft



## CITY COUNCIL OF THE CITY OF ATWATER

### RESOLUTION NO. XXXX-25

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING THE CITY OF ATWATER PUBLIC SAFETY TRANSACTIONS AND USE TAX PROGRAM GUIDELINES

**WHEREAS**, in November 2022, the voters of the City of Atwater approved Measure B, establishing a dedicated revenue stream to enhance police and fire protection services; and

**WHEREAS**, the intent of Measure B is to provide funding exclusively for public safety-related expenditures, including but not limited to equipment, salaries, benefits, training, and other expenses for the benefit of Atwater residents; and

**WHEREAS**, in accordance with the ordinance, the City has developed the **Public Safety Transactions and Use Tax Program Guidelines** ("Program Guidelines") to provide a long-term framework for the use of Measure B funds; and

**WHEREAS**, the Program Guidelines outline three primary categories of allowable expenditures for both Police and Fire services: (1) Equipment and Apparatus, (2) Salaries and Benefits, and (3) Other Police and Fire service expenses deemed necessary by the City Council; and

**WHEREAS**, the City Council previously reviewed a draft of the Program Guidelines at the Regular Meeting held on May 27, 2025, during which public feedback and Council input were incorporated into a revised draft; and

**WHEREAS**, the revised Program Guidelines include updates for clarification, categorization of eligible expenses, and an example reporting form for use by the Measure B Citizens' Oversight Committee; and

**WHEREAS**, adoption of the Program Guidelines supports the City's Strategic Plan Objective 2: "Promote Safety, Stability, and Quality of Life"; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Atwater, as follows:

**SECTION 1.** The City Council hereby adopts the Public Safety Transactions and Use Tax (Measure B) Program Guidelines, as presented and attached hereto as Exhibit A.

**SECTION 2.** The Program Guidelines may be updated from time to time by City Council action to reflect evolving needs and priorities related to police and fire services.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

The foregoing resolution is hereby adopted this 11<sup>th</sup> day of August 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**



## **City of Atwater**

### **Public Safety Transactions and Use Tax Program Guidelines**

*Pursuant to Atwater Municipal Code Chapter 3.45 ("Ordinance")*

*Year: 2025*

#### **Purpose**

These Public Safety Tax Program Guidelines ("Guidelines") establish a clear, accountable, and legally compliant framework for the use of tax proceeds collected under the public safety tax ordinance. All proceeds shall be deposited into a designated special fund (0004) and utilized exclusively for enhancing public safety services in the City, as outlined herein. This Plan includes additional examples of expenditure categories to help illustrate the types of spending the City Council considers appropriate for funding under the public safety measure.

#### **1. Background**

The Public Safety Transactions and Use Tax Fund was established to improve the City's ability to monitor and maintain the revenue and expenditures of the Public Safety Transactions and Use Tax. Measure B was approved by the voters in November 2022 and provides a 1 percent sales tax, with the revenue generated to be used to enhance public safety services. Measure B is the Ordinance now codified after its passage, as Chapter 3.45 in the Atwater Municipal Code.

The Public Safety Tax Expenditure Plan ("Expenditure Plan" or "Plan") is updated annually and shall be described within the Measure B fund (0004) of the City's Annual Fiscal Year budget document. The Expenditure Plan must not be inconsistent with the Ordinance and these Guidelines..

#### **2. Guiding Principles**

- Transparency and Accountability:** Pursuant to, and not inconsistent with, Atwater Municipal Code Section 3.45.140, all expenditures shall be clearly documented and reported and shall be subject to public oversight through the Citizens' Oversight Committee, which serves in an advisory capacity by reviewing the use and expenditures of revenues, once made, for consistency with the Ordinance and the Expenditure Plan, and issuing public reports on its findings. Pursuant to AMC Section 3.45140, the Citizens' Oversight Committee "is not charged with decision-making priorities, schedules, project details, funding source

decisions (e.g., leveraged funds, developer fees, etc.), financing plans, or tax rate assumptions. The committee shall serve in an advisory-only role to the City Manager. The committee shall have no jurisdiction other than that delegated to it by the people pursuant to Chapter 3.45 of the Atwater Municipal Code.

- **Restricted Use:** Funds shall only be spent on authorized uses as described in the Ordinance, and these Guidelines.

### **3. Authorized Uses of Funds**

Pursuant to the Ordinance, public safety services eligible for funding include:

**3.45.130 A.** Obtaining, furnishing, operating, and/or maintaining police protection equipment or apparatus, paying the salaries and benefits of police protection personnel, and such other police protection service expenses as are deemed necessary by the City Council for the benefit of the residents of the City.

**3.45.130 B.** Obtaining, furnishing, operating, and/or maintaining fire protection equipment or apparatus, paying the salaries and benefits of fire protection personnel, and such other fire protection service expenses, including capital expenses, as are deemed necessary by the City Council for the benefit of the residents of the City.

Both Police and Fire services are divided into three categories of authorized uses:

1. Equipment/apparatus
2. Salaries and benefits
3. Other Police and Fire protection service expenses as deemed necessary by the City Council for the benefit of the residents of the City.

To further clarify and provide guidance on the third category, the following sections include examples of "Other Police/Fire service expenses." This list is not exhaustive, but illustrates the types of services, equipment, and projects that may be appropriately funded through Measure B (Fund 0004).

#### **A. Other Police Protection Services**

Measure B funds may be used for:

1. **Community Policing Programs**, such as:
  - Neighborhood watch support
  - Youth outreach and violence prevention initiatives
  - Citizen feedback and complaint-tracking software

2. **Crime Prevention and Reduction Initiatives**, such as:
  - Surveillance camera installations in sensitive areas
  - Enhanced DUI enforcement operations
  - Online crime mapping and community alert systems

3. **Technology and Software**, such as:
  - Crime data analytics systems
  - Body-worn camera data storage and management
  - Digital evidence management platforms
  - Mobile device encryption/security software

4. **Training and Professional Development**, such as:
  - De-escalation and crisis intervention training
  - Cultural competency and implicit bias training
  - Advanced tactical and safety training

5. **Operational Supplies and Services**, such as:
  - Communication systems
  - Contracted public safety services or consultants (e.g., biohazard cleanup)

6. **Wellness and Support Services**, such as:
  - Officer mental health programs and peer support
  - Critical incident stress management services

## **B. Other Fire Protection Services**

Measure B funds may be used for:

1. **Emergency Medical Services (EMS) Enhancements**, such as:
  - EMS training and certification programs
  - Community CPR and first aid outreach
2. **Fire Prevention and Public Education**, such as:
  - Smoke detector and fire extinguisher distribution programs
  - School-based fire safety education

- Community fire safety events and materials

3. **Training and Certification**, such as:

- Urban search and rescue training
- Wildland fire and hazardous materials response training
- Simulation-based training equipment

4. **Wellness and Support Services**, such as:

- Firefighter mental health programs and peer support
- Critical incident stress management services

**4. Potential Uses of Funds** Regardless of its permissibility under the Ordinance, the following Measure B expenditures shall require prior approval by the City Council, regardless of the amount:

1. **Facility Improvements**, such as:

- Fire station construction, renovation, or seismic upgrades
- Training facility development or modernization
- Fuel management systems or emergency power upgrades
- Police station upgrades or expansions
- Security systems for public safety buildings
- Construction or retrofitting of training centers

2. **Gym equipment**

## **5. Prohibited Uses of Funds**

Tax revenues collected under the Ordinance shall **not** be used for:

- Salaries or compensation of department administrators to the extent funded by general fund operating expenses in effect at the time of the codification of the Ordinance (specifically, any police officer at the rank of lieutenant or above).
- Any project not included in the Public Safety Expenditure Plan.

## **6. Expenditure Plan Administration and Amendments**

- The City Council adopts the Public Safety Expenditure Plan as represented within the Measure B fund (0004), which is reviewed and updated annually as part of the budget process
- These Guidelines may be amended from time to time by a majority vote of the City Council, provided that all funds continue to be used exclusively for public safety services as defined herein. Amendments must be publicly noticed and made available for community review and input.

## **7. Oversight and Reporting**

- The Citizens' Oversight Committee, through the chairperson, shall provide an annual report to the City Council on its review expenditures from the special fund. The report shall include the Committee's determination and findings of whether the funds were expended for the purposes specified in these Guidelines, and the Expenditure Plan. Pursuant to Section 3.45.140 C., the Committee shall confine its oversight specifically to revenues generated under Chapter 3.45. Revenue generated through other sources shall be outside the jurisdiction of the Committee.
- The chairperson will provide the verbal or written report to the City Council no later than October of each year. The report will be based on expenditures that occurred in the previous fiscal year. For example, the 2025 report, given in September or October of 2025, will be based on fiscal year 2024–2025.
- Nothing herein prohibits the Committee from reviewing public safety expenditures at each of their meetings and provide any findings to the City Council at any time. An example Committee Expenditure Review Form is attached to these Guidelines.
- The Committee may also review the annual financial or performance audits performed by an independent auditor.

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Oversight Committee for Public Safety Transactions and Use Tax

Date of Committee Meeting: \_\_\_\_\_

## Members:

Committee Chair Kindred-Winzer  
Committee Vice Chair Santos  
Committee Member Ingram  
Committee Member Perez  
Committee Member Price



## Committee Expenditure Review Form

The Citizens' Oversight Committee ("Committee") for the Public Safety Transactions and Use Tax ("Measure B") has reviewed the Measure B expenditure(s) incurred during the following period: \_\_\_\_\_ . Based on this review and pursuant to AMC 3.45.140.C., a majority of the Committee hereby submits this report to the City Council as to whether or not Measure B expenditures were expended, in whole or in part, for the purposes specified in the Expenditure Plan.

## Committee Report of Expenditure Findings: (To be completed by City Manager)

Committee Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_