

*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 AND HOUSING SUCCESSOR TO THE ATWATER REDEVELOPMENT AGENCY**

## **AGENDA**

Council Chambers  
750 Bellevue Road  
Atwater, California

**December 8, 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.)

CEREMONIAL MATTERS:

- **Oath of Office — Police Officer, Police Corporals and Police Sergeant**

**Staff's Recommendation:** That City Clerk Kory Billings administer the ceremonial oath of office to the newly appointed Police Officer: Davion Bell, Police Corporals: Trevor Phillips and Dave Goodwin and Police Sergeant: Nicholette Mulligan

PRESENTATION:

- **Verbal Update regarding Race Communications ongoing Fiber Installation Project within the City** (Jim Miller, Vice President, Race Communications)

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.) November 20, 2025
  - b.) November 24, 2025
  - c.) December 8, 2025

**Staff's Recommendation:** Receive and file the reports as listed.

AGREEMENTS:

2. **Approving Agreement affecting Real Property and Outside Service Agreement for Water Service with Property Owner Margarita Sanchez (Evergreen Mobile Home Park)** (Public Works Director Vinson)

**Staff's Recommendation:** Adoption of Resolution No. 3582-25

approving the Agreement affecting Real Property and Outside Service Agreement for Water Service, in a form approved by the City Attorney, with the property owner Margarita Sanchez (Evergreen Mobile Home Park), APN 146-210-003-000 and authorizes and directs the City Manager, or his designee, to execute the agreement on behalf of the City.

3. **Approving Amendment No.2 to Task Order No.1 between City of Atwater and CCME, Inc. for the Race Communication Fiber Installation Project** (City Manager Hoem)

**Staff's Recommendation:** Adoption of Resolution No. 3583-25 approving Amendment No.2 with CCME, Inc., in a form approved by the City Attorney, by increasing the not-to-exceed amount by an additional \$100,000 for Race Communication Fiber Installation Project; and authorizing the City Manager to execute Amendment No.2 on behalf of the City.

#### RESOLUTIONS:

4. **Adopting City of Atwater Salary Schedule B-26 Effective January 1, 2026, Conforming to State of California Minimum Wage Increase** (Human Resources Director Sousa)

**Staff's Recommendation:** Adoption of Resolution No. 3584-25 Adopting City of Atwater Salary Schedule B-26 Effective January 1, 2026, Conforming to State of California Minimum Wage Increase.

5. **Adopting the Recognized Obligation Payment Schedule 26-27 for the July 1, 2026 through June 30, 2027 period and adopting the Administrative Budget for Fiscal Year 2026-27** (Treasurer of the Successor Agency Nicholas)

**Staff's Recommendation:** Adoption of SA No. 2025-2 adopting the Recognized Obligation Payment Schedule 26-27 for the July 1, 2026 through June 30, 2027 period and adopting the Administrative Budget for Fiscal Year 2026-27.

#### OTHER ACTIONABLE ITEMS:

6. **Waive the First Reading, by Title only, and Introduce an Ordinance Amending section 8.32.050 (c)(2) of the Atwater Municipal Code to allow for notification to the property owner of Notice and Order to Abate** (Police Chief McEachin)

**Staff's Recommendation:** Waive the First Reading by Title Only, and introduce Ordinance No. CS 1080 amending section 8.32.050(c)(2) of the Atwater Municipal Code to add a provision allowing for the notification of a Notice and Order to Abate via the property owner's address on file with the City.

7. **Approving a Correction to Lease Purchase Agreement for Kenwood Portable Radios** (Police Chief McEachin)

**Staff's Recommendation:** Approves a correction to the Lease-Purchase Agreement (Purchase Order) for the purchase of Kenwood portable radios to reflect the full principal and interest amount for the term of the purchase, and authorizes the City Manager to execute the

corrected Agreement (Purchase Order) on behalf of the City.

## 8. 2026 City Council Reorganization/Mayor's Committee Assignments

- **Mayor Pro Tem**
- **Merced County Association of Governments** (1 representative and 1 alternate)
- **League of California Cities Central Valley Division** (1 representative and 2 alternates)
- **City Audit and Finance Committee** (2 representatives)
- **LAFCO** (1 representative)
- **USP/Atwater Community Liaison Group** (1 representative and 1 alternate)
- **Atwater Community Services/Neighborhood Watch** (1 representative)
- **4th of July Committee** (1 representative)
- **San Joaquin Valley Air Pollution Control District** (1 representative)
- **MIUGSA** (1 Staff representative and 1 alternate)
- **MIRWMA** (1 Staff representative and 1 alternate)
- **ACE Train** (1 Representative and 1 alternate)
- **One Voice** (1 representative and 1 alternate)
- **Atwater Historical Society/Bloss House** (2 representatives)
- **Rules Committee** (3 Representatives)

**Staff's Recommendation:** Ratifies the Mayor's Committee Assignments.

## ORDINANCES (WAIVING SECOND READING AND ADOPTION):

### 9. **Adopting an Ordinance adopting Zoning Ordinance Text Amendment No. 25-12-0100 amending Chapter 17.16 "Low Density Residential Districts" of the Atwater Municipal Code to adjust the setbacks for R-1-5 in Section 17.16.050 of this Chapter** (City Manager Hoem)

**Staff's Recommendation:** Adoption of Ordinance No. CS 1077 adopting Zoning Ordinance Text Amendment No. 25-12-0100 amending Chapter 17.16 "Low Density Residential Districts" of the Atwater Municipal Code to adjust the setbacks for R-1-5 in Section 17.16.050 of this chapter; or

Motion to approve staff's recommendation as presented.

### 10. **Adopting an Ordinance adopting Zoning Ordinance Text Amendment No. 25-13-0100 amending Chapter 17.12 "Administration and General Conditions" of the Atwater Municipal Code** (City Manager Hoem)

**Staff's Recommendation:** Adoption of Ordinance No. CS 1078 adopting Zoning Ordinance Text Amendment No. 25-13-0100 amending Chapter 17.12 "Administration and General Conditions" of the Atwater Municipal Code.

11. **Adopting an Ordinance Adopting Zoning Ordinance Text Amendment No. 25-16-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to Adjust the Setbacks for Accessory Structures (Carports) in Section 17.16.080 of this Chapter** (City Manager Hoem)

**Staff's Recommendation:** Adoption of Ordinance No. CS 1079 Adopting Zoning Ordinance Text Amendment No. 25-16-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to Adjust the Setbacks for Accessory Structures (Carports) in Section 17.16.080 of this Chapter.

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

PUBLIC HEARINGS:

12. **Authorizing the Application and Amending the PLHA Plan for the Permanent Local Housing Allocation Program** (City Manager Hoem)

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

Close the public hearing;

Motion to adopt Resolution No. 3585-25 authorizing the application and approving amendments to the City of Atwater's Permanent Local Housing Allocation (PLHA) Plan; or

Motion to approve staff's recommendation as presented.

REPORTS AND PRESENTATIONS FROM STAFF:

13. **Accepting the 2026 Regular Meeting Schedule** (City Manager Hoem)

**Staff's Recommendation:** Motion to accept the 2026 Regular Meeting Schedule, selecting either the schedule that has two regularly scheduled City Council meetings in January through June 2026 and one regularly scheduled City Council meeting in July through December 2026, or the status quo schedule that cancels the second regular meeting in July, November, and December 2026; and authorizes and directs the Mayor and/or the City Manager to sign any documents required to maintain essential City services. Said documents shall be reviewed by the City Attorney and be scheduled for ratification by the entire City Council at the next regularly scheduled City Council meeting; or

Motion to accept staff's recommendation as presented.

14. **2026-2030 Strategic Plan Status Check-in** (City Manager Hoem)

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

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

CITY COUNCIL REPORTS/UPDATES

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

CITY MANAGER REPORTS/UPDATES:

**15. Update from the City Manager**

CLOSED SESSION:

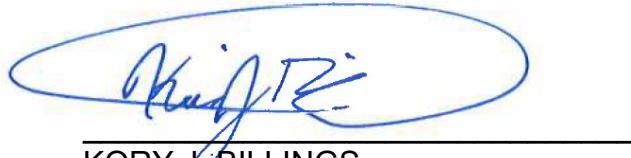
- **Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case: City of Atwater v. Robert Hugo Carbajal, et al. (Merced County Superior Court, Case No. 23CV-00807)**

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 at City Hall during normal business hours at 750 Bellevue Road.*

*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.*



*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.*

# DECEMBER



SUN

MON

TUE

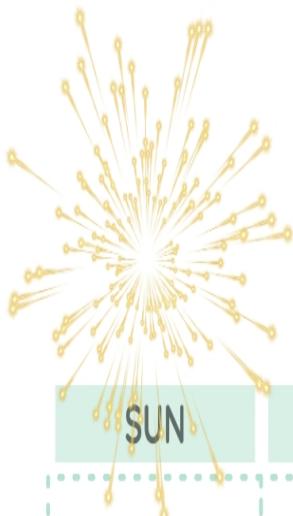
WED

THU

FRI

SAT

	1	2	3	4	5	6
					Christmas Parade @ 7:00PM	
	7	8	9	10	11	12
			Citizens' Oversight Committee Meeting - 5:30 PM			13 Hot Chocolate and Candy Canes Fire Station 42 6 PM Free
	14	15	16	17	18	19
				Planning Commission Meeting - 6:00 PM		20
	21	22	23	24	25	26
				City Holiday (Christmas Eve)	City Holiday (Christmas)	27
	28	29	30	31	 Happy New Year	



# JANUARY 2026

SUN	MON	TUE	WED	THU	FRI	SAT
				1 <i>Happy New Year</i>	2	3
4	5	6 Application Deadline Commission and Committee Scheduled Vacancies - 5:00 PM	7	8	9	10
11	12 City Council Meeting - 6:00 PM	13	14 Planning Commission Meeting - 6:00 PM	15 Scan QR Code for info regarding mobile office hours 	16	17
18	19 	20	21	22	23	24
25	26 City Council Meeting - 6:00 PM	27	28	29	30	31 

**Warrant Summary November 20, 2025**  
**Prepared By: Joseph Murillo, Accounting Technician**  
**Accounts Payable Warrant**

	<b>Amount</b>
11/20/2025 Warrant	\$ 990,184.16
Prewrittens (Checks Processed Between Warrants)	\$ 18,325.79
<b>Total Accounts Payable Warrants:</b>	<b>\$ 1,008,509.95</b>

**Additional Warrants**

Date	Description	Amount
11/14/2025	UBEO West LLC	5554.45
11/18/2025	AFSCME District Council 57	\$ 1,062.81
11/18/2025	Atwater Police Officers Association	\$ 2,623.40
11/18/2025	CALPERS Employee 457 Plan	\$ 1,102.00
11/18/2025	EPARS Employee 457 Plan (PNC Bank)	\$ 1,758.00
11/18/2025	PERS Retirement 10/23/25 - 11/5/25	\$ 61,590.63
<b>Total Additional Warrants:</b>		<b>\$ 73,691.29</b>

**Payroll**

Date	Description	Amount
	Net Payroll	
11/18/2025	Federal Taxes	\$ 66,663.12
11/18/2025	State Taxes	\$ 8,053.58
<b>Total Payroll:</b>		<b>\$ 74,716.70</b>

**Grand Total:** \$ 1,156,917.94

  
 Anna Nicholas, Finance Director

  
 Mark Borba, City Treasurer

# Accounts Payable

## Checks for Approval

User: jmurillo  
Printed: 12/4/2025 - 11:29 AM

AGT | Prewritten



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

750 Bellevue Road, Atwater CA 95301

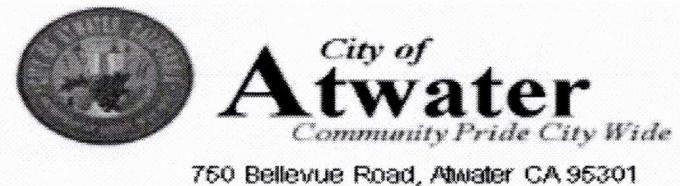
Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		97.84
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		301.02
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		154.87
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		140.69
0	11/14/2025	0001 General Fund	Office Supplies	UBEO WEST LLC		526.35
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		71.74
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		226.16
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		208.45
0	11/14/2025	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		193.90
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		97.38
0	11/14/2025	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		75.47
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		225.76
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		451.53
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		252.21
0	11/14/2025	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		75.47
0	11/14/2025	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		193.90
0	11/14/2025	0001 General Fund	Office Supplies	UBEO WEST LLC		845.99
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		378.33
0	11/14/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		1,037.39
						Check Total: 5,554.45
0	11/18/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		83.04
0	11/18/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		9,901.94
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		123.53
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		17,937.12
0	11/18/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		355.06
0	11/18/2025	0001 General Fund	Deferred Compensation	CALPERS		75.00
0	11/18/2025	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,623.40
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		120.27
0	11/18/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		22,280.38
0	11/18/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		17,541.49
0	11/18/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		513.62
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		8,934.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/18/2025	0001 General Fund	Deferred Compensation	CALPERS		1,027.00
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,957.63
0	11/18/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		17,541.49
0	11/18/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,580.34
0	11/18/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,211.78
0	11/18/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		355.06
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	11/18/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		83.04
0	11/18/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,211.78
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		8,699.02
0	11/18/2025	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		-0.01
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04
0	11/18/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		869.27
0	11/18/2025	0001 General Fund	Deferred Compensation	PNC BANK		1,358.00
0	11/18/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,053.58
0	11/18/2025	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,062.81
0	11/18/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,021.52
					Check Total:	142,853.54
29380	11/07/2025	0001 General Fund	Plan Check Deposits	PATRICK CORRIGAN		18,756.21
29380	11/07/2025	0001 General Fund	Plan Check Fees-Building	PATRICK CORRIGAN		-1,625.00
					Check Total:	17,131.21
29381	11/18/2025	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		250.00
					Check Total:	250.00
29382	11/18/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		944.58
					Check Total:	944.58
					Report Total:	166,733.78

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 12/4/2025 - 11:25 AM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/20/2025	7010 Employee Benefits Fund	Unemployment Insurance	EMPLOYMENT DEVELOPMENT DEPT.		5,039.00
0	11/20/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		566.19
0	11/20/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		566.19
0	11/20/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		566.19
					Check Total:	6,737.57
29383	11/20/2025	0001 General Fund	Training	ABM INTEL LLC		2,250.00
					Check Total:	2,250.00
29384	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		54.59
29384	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		159.57
29384	11/20/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		54.59
29384	11/20/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		54.59
29384	11/20/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		159.58
29384	11/20/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		159.57
					Check Total:	642.49
29385	11/20/2025	0001 General Fund	Special Departmental Expense	AIRGAS USA, LLC		134.27
					Check Total:	134.27
29386	11/20/2025	0001 General Fund	Communications	AT&T		219.35
					Check Total:	219.35
29387	11/20/2025	0001 General Fund	Communications	AT&T CALNET		285.94
					Check Total:	285.94
29388	11/20/2025	6010 Sewer Enterprise Fund	Communications	AT&T MOBILITY		484.00
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		44.00
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		1,298.22
29388	11/20/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		264.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		885.28
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		44.00
29388	11/20/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		571.24
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		219.84
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		128.84
29388	11/20/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.00
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		314.69
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		254.22
29388	11/20/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.00
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		482.88
29388	11/20/2025	0009 Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		94.85
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		89.80
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		88.00
29388	11/20/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		44.90
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		85.14
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		388.39
29388	11/20/2025	0001 General Fund	Communications	AT&T MOBILITY		174.94
29388	11/20/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		180.03
29388	11/20/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		85.14
29388	11/20/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		129.53
29388	11/20/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		44.90
					Check Total:	6,484.83
29389	11/20/2025	7000 Internal Service Fund	Professional Services	ATWATER TINT		220.00
					Check Total:	220.00
29390	11/20/2025	0001 General Fund	Field Deposits	MARIA AZEVEDO		210.00
					Check Total:	210.00
29391	11/20/2025	7000 Internal Service Fund	Professional Services	BARTON OVERHEAD DOOR		470.53
					Check Total:	470.53
29392	11/20/2025	6000 Water Enterprise Fund	Professional Services	BLACK WATER CONSULTING ENGINEERING,		1,120.50
					Check Total:	1,120.50
29393	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	JIM BRISCO ENTERPRISES		243.49
					Check Total:	243.49
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,056.00
29394	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	BSK ASSOCIATES		4,811.25
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29394	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	BSK ASSOCIATES		222.40
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		150.78
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		63.88
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
29394	11/20/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		3,090.00
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		27.80
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		3,090.00
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		63.88
29394	11/20/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,726.36
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		60.89
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
29394	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	BSK ASSOCIATES		63.88
29394	11/20/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		79.89
					Check Total:	15,892.70
29395	11/20/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		10.72
29395	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	CAL FARM SERVICES		25.00
					Check Total:	35.72
29396	11/20/2025	0001 General Fund	Travel/Conferences/Meetings	JOHN CALE		577.20
					Check Total:	577.20
29397	11/20/2025	6007 1,2,3-TCP Fund	Professional Services	CALGON CARBON		98,693.00
					Check Total:	98,693.00
29398	11/20/2025	0001 General Fund	Race Communication Fiber Proj	CCME INC		31,770.08
29398	11/20/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	CCME INC		359.52
29398	11/20/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	CCME INC		1,203.60
29398	11/20/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	CCME INC		829.06
29398	11/20/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	CCME INC		1,911.40
29398	11/20/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	CCME INC		6,399.04
29398	11/20/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	CCME INC		2,774.89
29398	11/20/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	CCME INC		247.64
29398	11/20/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	CCME INC		9,289.88
					Check Total:	54,785.11
29399	11/20/2025	0001 General Fund	Training	TONYA CHAVES		734.71
					Check Total:	734.71
29400	11/20/2025	7000 Internal Service Fund	Communications	COMCAST		1,680.49

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	1,680.49
29401	11/20/2025	7000 Internal Service Fund	Utilities	COMCAST		266.34
29401	11/20/2025	7000 Internal Service Fund	Utilities	COMCAST		13.10
					Check Total:	279.44
29402	11/20/2025	0001 General Fund	Small Tools	CONSOLIDATED ELECTRICAL DISTRIBUTORS		389.70
					Check Total:	389.70
29403	11/20/2025	1017 RSTP-Regional Surf Transp Prog	Olive Avenue Overlay	CONSOLIDATED ENGINEERING INC		8,703.00
29403	11/20/2025	1013 Local Transportation Fund	Project Retention	CONSOLIDATED ENGINEERING INC		11,518.50
29403	11/20/2025	1018 SB1-Road Maint & Rehab RMRA	Olive Avenue Overlay	CONSOLIDATED ENGINEERING INC		21,886.05
29403	11/20/2025	1018 SB1-Road Maint & Rehab RMRA	Project Retention	CONSOLIDATED ENGINEERING INC		-1,094.30
29403	11/20/2025	1017 RSTP-Regional Surf Transp Prog	Project Retention	CONSOLIDATED ENGINEERING INC		10,000.00
29403	11/20/2025	1018 SB1-Road Maint & Rehab RMRA	Project Retention	CONSOLIDATED ENGINEERING INC		1,094.30
29403	11/20/2025	1017 RSTP-Regional Surf Transp Prog	Project Retention	CONSOLIDATED ENGINEERING INC		-435.15
					Check Total:	51,672.40
29404	11/20/2025	6000 Water Enterprise Fund	Professional Services	COOPER CONTROLS INC		4,692.00
29404	11/20/2025	6000 Water Enterprise Fund	Professional Services	COOPER CONTROLS INC		3,492.00
					Check Total:	8,184.00
29405	11/20/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		-35.00
29405	11/20/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		713.00
29405	11/20/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		792.00
29405	11/20/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		-35.00
					Check Total:	1,435.00
29406	11/20/2025	1041 General Plan Update Fund	Professional Services	DE NOVO PLANNING GROUP		1,800.00
					Check Total:	1,800.00
29407	11/20/2025	1011 Gas Tax/Street Improvement	Professional Services	DENAIR FENCING INC		887.88
29407	11/20/2025	1011 Gas Tax/Street Improvement	Professional Services	DENAIR FENCING INC		367.87
29407	11/20/2025	0001 General Fund	Special Departmental Expense	DENAIR FENCING INC		387.36
					Check Total:	1,643.11
29408	11/20/2025	0001 General Fund	Professional Services	DEPT. OF JUSTICE		226.00
					Check Total:	226.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29409	11/20/2025	0001 General Fund	Professional Services	MARTIN DURAN		240.00
					Check Total:	240.00
29410	11/20/2025	0001 General Fund	Special Departmental Expense	RAMZI ECHEK		30.00
					Check Total:	30.00
29411	11/20/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		135.46
29411	11/20/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		48.00
29411	11/20/2025	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		211.35
					Check Total:	394.81
29412	11/20/2025	7000 Internal Service Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		138.05
					Check Total:	138.05
29413	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	FASTENAL COMPANY		338.87
					Check Total:	338.87
29414	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	FERGUSON WATERWORKS		134.83
29414	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		537.99
					Check Total:	672.82
29415	11/20/2025	0001 General Fund	SB 1473	JUAN FLORES		1.00
29415	11/20/2025	0001 General Fund	Building Permits	JUAN FLORES		102.00
					Check Total:	103.00
29416	11/20/2025	7000 Internal Service Fund	Professional Services	FRESNO ROOFING COMPANY, INC.		1,109.59
					Check Total:	1,109.59
29417	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		-26.48
29417	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		167.17
					Check Total:	140.69
29418	11/20/2025	0001 General Fund	Professional Services	GUARDIAN ALLIANCE TECHNOLOGIES INC		150.00
					Check Total:	150.00
29419	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON DISTRIBUTORS INC		199.26
29419	11/20/2025	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		4.96
29419	11/20/2025	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		91.42

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	295.64
29420	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		299.06
29420	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		1,462.69
					Check Total:	1,761.75
29421	11/20/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	JOE'S LANDSCAPING & CONCRETE		2,500.00
					Check Total:	2,500.00
29422	11/20/2025	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		31.83
					Check Total:	31.83
29423	11/20/2025	6010 Sewer Enterprise Fund	Machinery & Equipment	JWC ENVIRONMENTAL INC		28,279.26
					Check Total:	28,279.26
29424	11/20/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		13.44
29424	11/20/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		523.19
29424	11/20/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	KELLOGG SUPPLY		5.62
					Check Total:	542.25
29425	11/20/2025	7020 Risk Management Fund	Professional Services	KRAMER WORKPLACE INVESTIGATIONS		2,447.50
					Check Total:	2,447.50
29426	11/20/2025	0004 Public Safety Trans & Use Tax	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
					Check Total:	960.00
29427	11/20/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	LN CURTIS & SONS		1,723.63
					Check Total:	1,723.63
29428	11/20/2025	0010 Measure V Regional Fund	Buhach Widening	MARK THOMAS & COMPANY, INC		22,851.90
29428	11/20/2025	0010 Measure V Regional Fund	Bellevue Road Realignment	MARK THOMAS & COMPANY, INC		4,791.18
					Check Total:	27,643.08
29429	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		259.32
29429	11/20/2025	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		13,514.52
29429	11/20/2025	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		-788.86
					Check Total:	12,984.98

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29430	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		1,143.45
29430	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		119.49
					Check Total:	1,262.94
29431	11/20/2025	0001 General Fund	Youth Volleyball	MCNAMARA SPORTS		491.63
29431	11/20/2025	0001 General Fund	Youth Volleyball	MCNAMARA SPORTS		1,041.64
29431	11/20/2025	0001 General Fund	Youth Basketball	MCNAMARA SPORTS		788.06
					Check Total:	2,321.33
29432	11/20/2025	0001 General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
29432	11/20/2025	0001 General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		175.00
29432	11/20/2025	0001 General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
29432	11/20/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		240.00
29432	11/20/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		90.00
29432	11/20/2025	0001 General Fund	Youth Flag Football	MERCED AREA SPORTS OFFICIALS, INC		400.00
29432	11/20/2025	0001 General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
29432	11/20/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		240.00
29432	11/20/2025	0001 General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		70.00
29432	11/20/2025	0001 General Fund	Youth Flag Football	MERCED AREA SPORTS OFFICIALS, INC		250.00
29432	11/20/2025	0001 General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		105.00
29432	11/20/2025	0001 General Fund	Youth Flag Football	MERCED AREA SPORTS OFFICIALS, INC		300.00
					Check Total:	2,710.00
29433	11/20/2025	0001 General Fund	Professional Services	MERCED COUNTY SHERIFF'S DEPARTMENT		3,698.96
					Check Total:	3,698.96
29434	11/20/2025	0001 General Fund	Miscellaneous	MERCED COUNTY TAX COLLECTOR		58.78
					Check Total:	58.78
29435	11/20/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29435	11/20/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29435	11/20/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		81.75
29435	11/20/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29435	11/20/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29435	11/20/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
					Check Total:	290.50
29436	11/20/2025	6020 Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		298,883.32
29436	11/20/2025	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-9,109.96
29436	11/20/2025	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,966.50
29436	11/20/2025	6020 Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-18,650.77

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29436	11/20/2025	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,921.83
29436	11/20/2025	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-21,256.58
					Check Total:	219,977.68
29437	11/20/2025	7000 Internal Service Fund	Professional Services	MISTER CAR WASH		968.00
					Check Total:	968.00
29438	11/20/2025	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,426.31
					Check Total:	2,426.31
29439	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		17.80
29439	11/20/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		32.05
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		8.69
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		151.66
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		217.21
29439	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		14.67
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-10.88
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		11.73
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		54.55
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		310.57
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-22.00
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		69.56
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		17.22
29439	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		29.20
29439	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		29.79
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		531.10
29439	11/20/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		9.23
29439	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		8.40
29439	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		27.18
29439	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		24.46
29439	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		5.21
29439	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		38.28
					Check Total:	1,575.68
29440	11/20/2025	5017 Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		-18.39
29440	11/20/2025	5019 Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		626.98
29440	11/20/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		8,377.26
29440	11/20/2025	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		5,437.62
29440	11/20/2025	5003 Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		-16.50
29440	11/20/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,419.72
29440	11/20/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		16,134.67
29440	11/20/2025	5009 Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,314.22

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29440	11/20/2025	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		2,364.24
29440	11/20/2025	5011 Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		31.03
29440	11/20/2025	5036 Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		182.41
29440	11/20/2025	5007 Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		28.23
29440	11/20/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		7,254.73
29440	11/20/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,842.29
29440	11/20/2025	5002 Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		170.28
29440	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		1,198.84
29440	11/20/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		2,495.65
29440	11/20/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		406.16
29440	11/20/2025	5006 Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		19.00
29440	11/20/2025	5013 Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		27.57
29440	11/20/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		40,642.66
29440	11/20/2025	5005 Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		57.65
29440	11/20/2025	5001 Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		393.64
29440	11/20/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		118.11
29440	11/20/2025	5004 Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		17.24
29440	11/20/2025	5008 Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		232.79
29440	11/20/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		146,709.04
					Check Total:	237,467.14
29441	11/20/2025	0001 General Fund	Community Center Deposits	PHYLLIS PATTERSON		210.00
29441	11/20/2025	0001 General Fund	Community Center Deposits	PHYLLIS PATTERSON		350.00
					Check Total:	560.00
29442	11/20/2025	0001 General Fund	Planning Deposits	PRECISION CIVIL ENGINEERING, INC.		1,185.00
29442	11/20/2025	6000 Water Enterprise Fund	Professional Services	PRECISION CIVIL ENGINEERING, INC.		1,713.75
					Check Total:	2,898.75
29443	11/20/2025	0004 Public Safety Trans & Use Tax	Machinery & Equipment	PROFORCE		16,312.50
					Check Total:	16,312.50
29444	11/20/2025	6010 Sewer Enterprise Fund	Utilities	PROJECT COMPANY FINCO PHASE VI LLC		18,762.90
					Check Total:	18,762.90
29445	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		450.00
29445	11/20/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	PUMP PROS INC		27.16
29445	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		2,040.00
29445	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		4,340.00
29445	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		1,020.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	7,877.16
29446	11/20/2025	1018 SB1-Road Maint & Rehab RMRA	Olive Avenue Overlay	QUAD KNOPF		154.30
29446	11/20/2025	0001 General Fund	Professional Services	QUAD KNOPF		6,229.70
29446	11/20/2025	6010 Sewer Enterprise Fund	Lower Shaffer Storm Drain Imp	QUAD KNOPF		206.70
29446	11/20/2025	0001 General Fund	Professional Services	QUAD KNOPF		5,726.90
29446	11/20/2025	0001 General Fund	Professional Services	QUAD KNOPF		233.80
29446	11/20/2025	0001 General Fund	Professional Services	QUAD KNOPF		829.90
29446	11/20/2025	0001 General Fund	Professional Services	QUAD KNOPF		1,084.20
29446	11/20/2025	0001 General Fund	Professional Services	QUAD KNOPF		11,945.40
29446	11/20/2025	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOPF		850.00
29446	11/20/2025	0001 General Fund	Professional Services	QUAD KNOPF		556.50
29446	11/20/2025	6001 Water Fund Capital Replacement	Canal Creek Utility Crossing	QUAD KNOPF		931.65
29446	11/20/2025	6010 Sewer Enterprise Fund	Lower Shaffer Storm Drain Imp	QUAD KNOPF		318.00
29446	11/20/2025	6010 Sewer Enterprise Fund	Canal Creek Utility Crossing	QUAD KNOPF		931.65
29446	11/20/2025	0001 General Fund	Professional Services	QUAD KNOPF		843.70
29446	11/20/2025	0007 Measure V Fund	City Wide Traffic Signal Synch	QUAD KNOPF		423.80
					Check Total:	31,266.20
29447	11/20/2025	6010 Sewer Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		405.00
					Check Total:	405.00
29448	11/20/2025	0001 General Fund	Professional Services	ROBERT HALF		1,155.00
					Check Total:	1,155.00
29449	11/20/2025	3064 RDVLPMT Obligation Retiremen	Professional Services	RSG INC		3,860.00
29449	11/20/2025	3065 Low&Mod Inc Housing Asset Func	Professional Services	RSG INC		341.25
29449	11/20/2025	0001 General Fund	Professional Services	RSG INC		97.50
29449	11/20/2025	3065 Low&Mod Inc Housing Asset Func	Professional Services	RSG INC		68.75
					Check Total:	4,367.50
29450	11/20/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	SAFE-T-LITE		485.99
29450	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		434.60
					Check Total:	920.59
29451	11/20/2025	0001 General Fund	Training	CHRISTOPHER SALAZAR		135.59
29451	11/20/2025	0001 General Fund	Training	CHRISTOPHER SALAZAR		608.16
					Check Total:	743.75
29452	11/20/2025	1064 CDBG Program Income	Loans & Grants (Rehab)	SELF-HELP ENTERPRISES		1,429.96

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29452	11/20/2025	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		3,706.30
29452	11/20/2025	1064 CDBG Program Income	Activity Delivery (Rehab)	SELF-HELP ENTERPRISES		5,844.69
					Check Total:	10,980.95
29453	11/20/2025	6000 Water Enterprise Fund	Professional Services	SHANNON PUMP CO.		270.00
29453	11/20/2025	6000 Water Enterprise Fund	Professional Services	SHANNON PUMP CO.		12,836.50
29453	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	SHANNON PUMP CO.		316.06
					Check Total:	13,422.56
29454	11/20/2025	0001 General Fund	Youth Flag Football	SHERWIN-WILLIAMS CO.		114.18
29454	11/20/2025	7000 Internal Service Fund	Special Departmental Expense	SHERWIN-WILLIAMS CO.		144.32
					Check Total:	258.50
29455	11/20/2025	0001 General Fund	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		276.63
29455	11/20/2025	0001 General Fund	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		276.63
29455	11/20/2025	0001 General Fund	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		276.63
					Check Total:	829.89
29456	11/20/2025	0001 General Fund	Special Departmental Expense	NATALIE SOBALVARRO		125.00
					Check Total:	125.00
29457	11/20/2025	1011 Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC		1,231.00
					Check Total:	1,231.00
29458	11/20/2025	0001 General Fund	Special Departmental Expense	STRYKER SALES LLC		643.13
					Check Total:	643.13
29459	11/20/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	SUNBELT RENTALS INC		2,173.12
					Check Total:	2,173.12
29460	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		967.88
29460	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		967.88
29460	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		613.74
29460	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,858.32
					Check Total:	4,407.82
29461	11/20/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	TBS CONTRACTORS		18,500.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	18,500.00
29462	11/20/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	THE SIGN GUYS		69.60
					Check Total:	69.60
29463	11/20/2025	7030 Information Technology Fund	Communications	TPX COMMUNICATIONS		13,284.28
					Check Total:	13,284.28
29464	11/20/2025	0001 General Fund	Professional Services	TRANSUNION RISK AND ALTERNATIVE DATA		115.00
					Check Total:	115.00
29465	11/20/2025	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		137.14
					Check Total:	137.14
29466	11/20/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		256.60
					Check Total:	256.60
29467	11/20/2025	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		38.86
29467	11/20/2025	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		78.95
29467	11/20/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
29467	11/20/2025	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
29467	11/20/2025	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
29467	11/20/2025	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.06
29467	11/20/2025	0001 General Fund	Communications	VERIZON WIRELESS		38.37
					Check Total:	354.27
29468	11/20/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		8.79
29468	11/20/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,142.70
29468	11/20/2025	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		572.99
					Check Total:	1,724.48
29469	11/20/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		7,752.42
29469	11/20/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		2,534.04
29469	11/20/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		300.02
29469	11/20/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		1,004.41
29469	11/20/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		2,315.65
29469	11/20/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		1,099.13
29469	11/20/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		8,483.52
29469	11/20/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		328.31

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	23,817.50
29470	11/20/2025	0001 General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		8.19
29470	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		36.85
					Check Total:	45.04
29471	11/20/2025	0001 General Fund	Castle Park Deposits	BELINDA WILLIAMS		200.00
					Check Total:	200.00
29472	11/20/2025	6000 Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		46.31
					Check Total:	46.31
					Report Total:	990,184.16

**Warrant Summary November 25, 2025**  
**Prepared By: Joseph Murillo, Accounting Technician**  
**Accounts Payable Warrant**

	<b>Amount</b>
11/25/2025 Warrant	\$ 78,506.53
Prewrittens (Checks Processed Between Warrants)	\$ -
<b>Total Accounts Payable Warrants:</b>	<b>\$ 78,506.53</b>
 <b>Grand Total:</b>	 <b>\$ 78,506.53</b>

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Anna Nicholas, Finance Director

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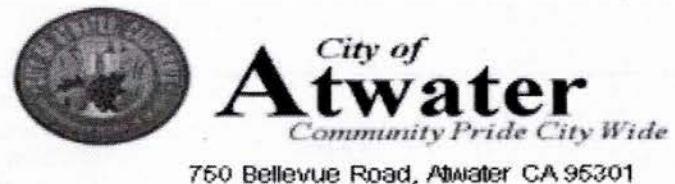


Mark Borba, City Treasurer

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 12/4/2025 - 11:57 AM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/25/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,842.31
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		337.57
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		112.86
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		768.47
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		419.94
0	11/25/2025	6000 Water Enterprise Fund	Rents & Leases	UBE0 WEST LLC		169.77
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		397.34
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		420.72
0	11/25/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		43.08
0	11/25/2025	6010 Sewer Enterprise Fund	Rents & Leases	UBE0 WEST LLC		161.03
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		592.67
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		234.73
0	11/25/2025	6000 Water Enterprise Fund	Small Tools	CHASE		430.84
0	11/25/2025	0001 General Fund	Training	CHASE		880.00
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		158.04
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		51.00
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		344.90
0	11/25/2025	0001 General Fund	Uniform & Clothing Expense	CHASE		845.86
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		1,259.91
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		55.00
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		322.03
0	11/25/2025	0001 General Fund	Youth Flag Football	CHASE		695.42
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		420.71
0	11/25/2025	0001 General Fund	Professional Services	CHASE		36.03
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		1,225.11
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		1,563.04
0	11/25/2025	7030 Information Technology Fund	Memberships & Subscriptions	CHASE		900.00
0	11/25/2025	0001 General Fund	Uniform & Clothing Expense	CHASE		83.94
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		263.74
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		397.28
0	11/25/2025	0001 General Fund	Various Classes	CHASE		79.80
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		420.71
0	11/25/2025	6000 Water Enterprise Fund	Rents & Leases	UBE0 WEST LLC		169.77
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		775.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/25/2025	6000 Water Enterprise Fund	Special Departmental Expense	CHASE		39.17
0	11/25/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	UBE0 WEST LLC		164.28
0	11/25/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		44.98
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		100.48
0	11/25/2025	0001 General Fund	Various Classes	CHASE		75.73
0	11/25/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CHASE		135.29
0	11/25/2025	0001 General Fund	Professional Services	CHASE		61.67
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		112.86
0	11/25/2025	7000 Internal Service Fund	Operations & Maintenance	CHASE		45.29
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		905.00
0	11/25/2025	7030 Information Technology Fund	Memberships & Subscriptions	CHASE		460.00
0	11/25/2025	0001 General Fund	Memberships & Subscriptions	CHASE		75.00
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		372.49
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		437.39
0	11/25/2025	0001 General Fund	Machinery & Equipment	CHASE		52.34
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		340.63
0	11/25/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	UBE0 WEST LLC		141.53
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		365.00
0	11/25/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		63.42
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		409.70
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		437.41
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		397.31
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		625.00
0	11/25/2025	6000 Water Enterprise Fund	Rents & Leases	UBE0 WEST LLC		161.03
0	11/25/2025	6010 Sewer Enterprise Fund	Small Tools	CHASE		89.77
0	11/25/2025	6000 Water Enterprise Fund	Special Departmental Expense	CHASE		288.14
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		1,210.42
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		15.66
0	11/25/2025	0001 General Fund	Professional Services	CHASE		33.43
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		339.50
0	11/25/2025	0001 General Fund	Memberships & Subscriptions	CHASE		546.00
0	11/25/2025	6010 Sewer Enterprise Fund	Rents & Leases	UBE0 WEST LLC		169.77
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		397.28
0	11/25/2025	0001 General Fund	Training	CHASE		880.00
0	11/25/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,842.32
0	11/25/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		35.49
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		372.51
0	11/25/2025	6010 Sewer Enterprise Fund	Rents & Leases	UBE0 WEST LLC		169.77
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		35.00
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		599.61
0	11/25/2025	7030 Information Technology Fund	Special Departmental Expense	CHASE		79.00
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		437.39
0	11/25/2025	0001 General Fund	Professional Services	CHASE		63.25
0	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		16.41

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		385.78
0	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		230.93
0	11/25/2025	0001 General Fund	Training	CHASE		880.00
0	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		7.01
0	11/25/2025	7030 Information Technology Fund	Training	CHASE		894.19
0	11/25/2025	6000 Water Enterprise Fund	Small Tools	CHASE		199.16
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		237.63
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		35.00
0	11/25/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,842.31
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		34.46
0	11/25/2025	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		64.93
0	11/25/2025	0001 General Fund	Memberships & Subscriptions	CHASE		135.00
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		23.95
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		95.38
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		372.49
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.34
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		30.35
0	11/25/2025	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		344.90
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		339.50
0	11/25/2025	0001 General Fund	Fire Marshal Supplies	CHASE		91.35
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		17.60
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		14.00
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		11.93
0	11/25/2025	0001 General Fund	Training	CHASE		880.00
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		112.86
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		634.57
0	11/25/2025	0001 General Fund	Professional Services	CHASE		11.42
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		339.50
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		30.35
0	11/25/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	UBEO WEST LLC		164.28
0	11/25/2025	0001 General Fund	Travel/Conferences/Meetings	CHASE		35.21
0	11/25/2025	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
0	11/25/2025	0001 General Fund	Training	CHASE		50.00
0	11/25/2025	0001 General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		892.85
0	11/25/2025	1010 ARPA-American Rescue Plan Act	City Bldg - Civic Center #2	UBEO WEST LLC		164.28
0	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CHASE		125.47
0	11/25/2025	0001 General Fund	Special Departmental Expense	CHASE		17.32
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		634.57
0	11/25/2025	0001 General Fund	Rents & Leases	UBEO WEST LLC		634.57
0	11/25/2025	0001 General Fund	Various Classes	CHASE		109.80
0	11/25/2025	0001 General Fund	Various Classes	CHASE		23.65
0	11/25/2025	0001 General Fund	Professional Services	CHASE		20.28
0	11/25/2025	1005 Police Grants Fund	Professional Services	CHASE		2,377.73

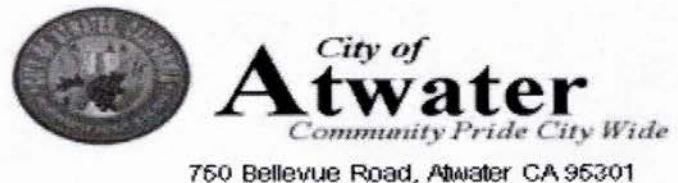
Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/25/2025	6000 Water Enterprise Fund	Special Departmental Expense	CHASE		144.45
0	11/25/2025	0001 General Fund	Rents & Leases	UBE0 WEST LLC		397.34
					Check Total:	48,347.57
29473	11/25/2025	0001 General Fund	Training	CALIFORNIA ASSOCIATION FOR PROPERTY &		450.00
					Check Total:	450.00
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		82.70
29474	11/25/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		82.70
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.00
29474	11/25/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
29474	11/25/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		39.72
29474	11/25/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		39.72
29474	11/25/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		39.72
29474	11/25/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.70
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		337.41
29474	11/25/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		86.67
29474	11/25/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		44.66
29474	11/25/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		86.69
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.00
29474	11/25/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		86.69
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
29474	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.00
29474	11/25/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
29474	11/25/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		76.79
29474	11/25/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		107.38
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		86.67
29474	11/25/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		44.66
29474	11/25/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		86.69
29474	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.00
29474	11/25/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
29474	11/25/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
29474	11/25/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.00
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29474	11/25/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	2,070.77
29475	11/25/2025	0001 General Fund	Professional Services	EVIDENCE MANAGEMENT FOR LAW ENFORC		6,000.00
					Check Total:	6,000.00
29476	11/25/2025	0001 General Fund	Professional Services	KENT M KAWAGOE PHD		375.00
					Check Total:	375.00
29477	11/25/2025	0001 General Fund	Professional Services	MUNISERVICES		153.39
29477	11/25/2025	0001 General Fund	Professional Services	MUNISERVICES		1,311.09
29477	11/25/2025	0001 General Fund	Professional Services	MUNISERVICES		58.40
29477	11/25/2025	0001 General Fund	Professional Services	MUNISERVICES		29.60
29477	11/25/2025	0001 General Fund	Professional Services	MUNISERVICES		1,631.84
29477	11/25/2025	0001 General Fund	Professional Services	MUNISERVICES		525.00
					Check Total:	3,709.32
29478	11/25/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		125.32
					Check Total:	125.32
29479	11/25/2025	6000 Water Enterprise Fund	Special Departmental Expense	SPRINGBROOK HOLDING COMPANY LLC		2,437.50
					Check Total:	2,437.50
29480	11/25/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WECO INDUSTRIES		1,882.26
					Check Total:	1,882.26
					Report Total:	65,397.74

# Accounts Payable

## Checks for Approval

User: jmurillo  
Printed: 12/4/2025 - 11:57 AM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/25/2025	3066 Successor Agency Debt Service	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		12,964.50
				Check Total:		12,964.50
29481	11/25/2025	6000 Water Enterprise Fund	Accounts Payable	GUADALUPE MEZA CONTRERAS		144.29
				Check Total:		144.29
				Report Total:		13,108.79

# Accounts Payable

## Checks by Date - Detail by Check Date

User: jmurillo  
 Printed: 12/4/2025 12:08 PM



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

750 Bellevue Road, Atwater CA 95301

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
ACH	CHA999	CHASE	11/25/2025	
	10312025	CPOA - Membership		546.00
	10312025	Fresno Yosemite International Airport - Conferer		11.93
	10312025	Harrahs Hotel - Conference Stay		768.47
	10312025	Lowes - Station 41 Roofing		7.01
	10312025	Jamf - Subscription		460.00
	10312025	Copper Wings Cafe - Interview Panel Coffee		14.00
	10312025	League of California Cities - Conference		775.00
	10312025	Food4Less - Chlorine		263.74
	10312025	Sheraton - Training Stay		880.00
	10312025	The Home Depot - Drywall Repair		16.41
	10312025	Marriott - Conference Stay		1,225.11
	10312025	Dollar Tree - Pumpkin Decorating Supplies		23.65
	10312025	Marriott - Conference Stay		1,259.91
	10312025	Sabre Backflow - Calibration		144.45
	10312025	Scribe - Transcription Service		36.03
	10312025	Elementor.com - Annual Subscription		79.00
	10312025	Sheraton - Training Stay		50.00
	10312025	Uber - Conference Ride		23.95
	10312025	Koups Cycle Shop - Charging Adapter		365.00
	10312025	Sheraton - Training Stay		880.00
	10312025	The UPS Store - Backflow Test Kit		39.17
	10312025	Lowes - Paint		230.93
	10312025	Galls - Uniform		83.94
	10312025	Work World - Safety Reflective Sweater		135.29
	10312025	The Home Depot - Mailbox		125.47
	10312025	Southwest Airlines - Checked Bag		35.00
	10312025	Sign Guuys - Patrol Vehicle Decals		1,563.04
	10312025	Scribe - Transcription Service		61.67
	10312025	Crown Awards - Flag Football Awards		695.42
	10312025	Secrete Pizza - Conference Meal		30.35
	10312025	Grocery Outlet - Pumpkins		79.80
	10312025	CSMFO - Conference		905.00
	10312025	Scribe - Transcription Service		63.25
	10312025	The Home Depot - Saw		430.84
	10312025	Sheraton - Training Stay		880.00
	10312025	IIMC - Membership		135.00
	10312025	Carls Jr - Conference Meal		17.60
	10312025	Big Creek - Building Supplies		17.32
	10312025	Scribe - Transcription Service		33.43
	10312025	Lowes - Saw Zaw		199.16
	10312025	The Home Depot - Movies In The Park Supplies		75.73
	10312025	Target - Pumpkin Decorating Supplies		109.80
	10312025	Rogue - Exercise Equipment		52.34
	10312025	Staples - Building Correction Books		592.67
	10312025	The Ed Jones Company - Badges		845.86
	10312025	Harrahs Hotel - Conference Stay		894.19
	10312025	Vdara Hotel - Conference Meal		30.35
	10312025	Sheraton - Training Stay		880.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Invoice No		Description	Reference	
10312025		PHHRA - Membership		75.00
10312025		Fresno Yosemite International Airport - Parking		51.00
10312025		Rogue - Exercise Equipment		2,377.73
10312025		The Home Depot - Building Supplies		34.46
10312025		Walmart - Washer Fluid		15.66
10312025		Scribe - Transcription Service		11.42
10312025		Koups Cycle Shop - Power Tank		340.63
10312025		Chevron - Fuel		45.29
10312025		Scribe - Transcription Service		20.28
10312025		SmartSign - Sign		234.73
10312025		Grannys Pantry - Breakfast Meeting		100.48
10312025		The Sign Guys - Plaque		158.04
10312025		Pressable - Subscription		900.00
10312025		AT&T - Case & Charger		91.35
10312025		Hyatt - Training Stay		237.63
10312025		Harbor Freight - Tools		89.77
10312025		Vdara Hotel - Conference Stay		409.70
10312025		Southwest Airlines - Checked Bag		35.00
10312025		CSMFO - Conference		625.00
10312025		TLC Postal Center - Magnets		288.14
10312025		Uber - Conference Ride		35.21
10312025		CSMFO - Chapter Meeting		55.00
Total for this ACH Check for Vendor CHA999:				23,303.80
Total for 11/25/2025:				23,303.80
Report Total (1 checks):				23,303.80

**Warrant Summary December 4, 2025**  
**Prepared By: Joseph Murillo, Accounting Technician**  
**Accounts Payable Warrant**

	<b>Amount</b>
12/4/2025 Warrant	\$ 455,831.64
Prewrittens (Checks Processed Between Warrants)	\$ 940.29
<b>Total Accounts Payable Warrants:</b>	<b>\$ 456,771.93</b>

**Additional Warrants**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
11/26/2025	Retiree Medical Reimbursement December 2025	\$ 53,154.30
12/2/2025	Aflac	\$ 193.50
12/2/2025	AFSCME District Council 57	\$ 1,062.81
12/2/2025	Atwater Police Officers Association	\$ 2,697.00
12/2/2025	CALPERS Employee 457 Plan	\$ 1,102.00
12/2/2025	EPARS Employee 457 Plan (PNC Bank)	\$ 1,758.00
12/2/2025	PERS Retirement 11/6/25 - 11/19/25	\$ 61,580.73
12/2/2025	UNUM Voluntary Life Insurance December 2025 Premiums	\$ 261.28
<b>Total Additional Warrants:</b>		<b>\$ 121,809.62</b>

**Payroll**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
11/26/2025	Net Payroll	\$ 230,106.13
12/2/2025	Federal Taxes	\$ 77,314.49
12/2/2025	State Taxes	\$ 11,190.27
<b>Total Payroll:</b>		<b>\$ 318,610.89</b>

**Grand Total:** \$ 897,192.44



Anna Nicholas, Finance Director

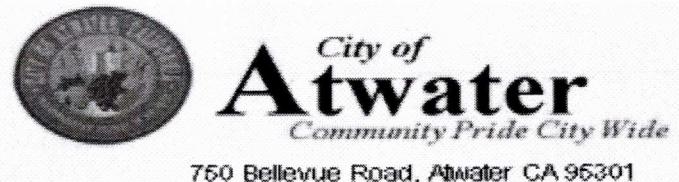


Mark Borba, City Treasurer

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 12/4/2025 - 12:44 PM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	EDWARD VELASQUEZ		240.03
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JAMES ATKINSON		240.03
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	EARL WEATHERS		832.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JESUS F. DURAN		1,732.78
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ALLAN BOYER		894.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ELIZABETH WILDE		886.51
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MATTHEW PETERSON-HAYWOOD		573.25
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	FRANK PIETRO		734.76
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RENE MENDOZA		822.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DEBRA COURT		245.45
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LINDA FERRERO		368.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	WILLIAM RICHARDS		245.45
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MARGARET MERRITT		240.03
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KELLY SORENSEN		1,488.33
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MICHAEL KEELER		1,298.61
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DAVID CHURCH		719.61
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	TYNA LAMISON		701.03
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LOIS BELT		368.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERT VASQUEZ		333.52
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DAVID WALKER		676.68
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KEN JENSEN		461.15
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SAMUEL JOSEPH		1,690.62
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOHN RASMUSSEN		832.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BARBARA RIIS CHRISTENSEN		822.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SANDY GLOWSKI		843.61
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MIKE STANFORD		703.11
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BENJAMIN THOMAS		1,522.58
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	WILLIAM MARTIN		886.51
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHARLIE WOODS		832.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOHN SMOOTHERS		823.15
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ANTHONY CARDOZA		895.15
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LORIN MANN		726.15
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JEFF MONDLOCH		306.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JERRY MOORE		822.46

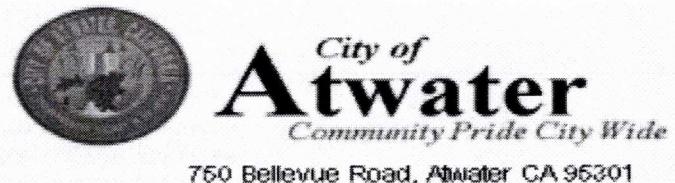
Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CYNTHIA THOMPSON		368.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STEVE KJOS		832.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STANLEY FEATHERS		832.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	KAREN ARDEN-WALLER		380.74
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DICK WISDOM		240.03
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GEORGE LOGAN		368.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BILL SWALLEY		240.03
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ARMANDO ECHEVARRIA		886.51
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DENNIS O. SPARKS		368.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ADOLFO LOMELI		332.39
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DOUGLAS P. TILLEY		368.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GREG WELLMAN		854.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RICHARD HAWTHORNE		822.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERT CALLAWAY		822.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	RANDALL CARROTHERS		1,696.72
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	THOMAS PROTHRO		245.45
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GARY FRAGO		590.05
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	GLEN C. CARRINGTON		240.03
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	DARIN JANTZ		1,606.29
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	BOBBY GREGORY		2,557.71
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LEN GUILLETTE		1,152.38
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MICHAEL SALVADOR		86.00
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHRISTIAN HAMBRECHT		895.15
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JOSEPH HOFFAR		638.05
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	LORI WATERMAN		754.33
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	NELSON CRABB		846.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	FRANK ORMOND		245.45
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	STEPHEN LUNDGREN		280.80
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	JUAN SUFUENTES		1,700.78
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	ROBERTO ROMERO		606.47
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	PATRICK FARETTA		1,684.75
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	SCOTT DUNCAN		1,112.92
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	HARRY E. DUNN		832.46
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	MANUEL DURAN		145.67
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	NANCY WILLIAMS		368.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	CHRISTOPHER A. McDANIEL		368.23
0	11/26/2025	7010 Employee Benefits Fund	Health Insurance, Retirees	TONY RAMIREZ		972.99
Check Total:						53,154.30
0	12/02/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		29,840.21
0	12/02/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	12/02/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		17,535.69
0	12/02/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		10,427.24

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	12/02/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		18,997.01
0	12/02/2025	0001 General Fund	Deferred Compensation	PNC BANK		1,358.00
0	12/02/2025	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE COMPANY		130.64
0	12/02/2025	0001 General Fund	Deferred Compensation	CALPERS		75.00
0	12/02/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		11,190.27
0	12/02/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,740.13
0	12/02/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,340.24
0	12/02/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04
0	12/02/2025	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE COMPANY		130.64
0	12/02/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,093.79
0	12/02/2025	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	12/02/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,434.95
0	12/02/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,740.13
0	12/02/2025	0001 General Fund	Deferred Compensation	CALPERS		1,027.00
0	12/02/2025	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,062.81
0	12/02/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		820.81
0	12/02/2025	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,697.00
0	12/02/2025	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	12/02/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,026.80
0	12/02/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		18,997.01
0	12/02/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		-0.01
0	12/02/2025	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	12/02/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,969.60
						Check Total: 157,160.08
29482	12/02/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		175.00
						Check Total: 175.00
29483	12/02/2025	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		765.29
						Check Total: 765.29
						Report Total: 211,254.67

# Accounts Payable

## Checks for Approval

User: jmurillo  
 Printed: 12/4/2025 - 12:37 PM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	12/04/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		44.95
0	12/04/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		81.41
0	12/04/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		71.46
0	12/04/2025	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,596.42
					Check Total:	1,794.24
29484	12/04/2025	1011 Gas Tax/Street Improvement	Professional Services	ADVANCED MOBILITY GROUP		1,035.00
					Check Total:	1,035.00
29485	12/04/2025	7000 Internal Service Fund	Professional Services	AERIAL INSPECTION SERVICES		800.00
					Check Total:	800.00
29486	12/04/2025	1011 Gas Tax/Street Improvement	Professional Services	ALL ENVIRONMENTAL SERVICES LLC		4,768.50
					Check Total:	4,768.50
29487	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	AM CONSTRUCTION SUPPLY, INC.		652.48
					Check Total:	652.48
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		526.47
29488	12/04/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		16.80
29488	12/04/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		51.45
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		31.20
29488	12/04/2025	0001 General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		74.68
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		18.59
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		153.79
29488	12/04/2025	1005 Police Grants Fund	Professional Services	AMAZON CAPITAL SERVICES		34.76
29488	12/04/2025	1005 Police Grants Fund	Professional Services	AMAZON CAPITAL SERVICES		-1,195.16
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		129.40
29488	12/04/2025	1005 Police Grants Fund	Professional Services	AMAZON CAPITAL SERVICES		923.28
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		69.56
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		20.25

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		43.94
29488	12/04/2025	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.86
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		13.41
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		152.20
29488	12/04/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		179.62
29488	12/04/2025	0001 General Fund	Communications	AMAZON CAPITAL SERVICES		69.97
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		679.64
29488	12/04/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		4,439.16
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		13.01
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		26.63
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		123.96
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		41.99
29488	12/04/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.86
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		40.36
29488	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		21.72
29488	12/04/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		179.62
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		15.40
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		6.51
29488	12/04/2025	0001 General Fund	Youth Volleyball	AMAZON CAPITAL SERVICES		64.16
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		17.61
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		14.12
29488	12/04/2025	1005 Police Grants Fund	Professional Services	AMAZON CAPITAL SERVICES		1,195.16
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		73.94
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		92.44
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		57.51
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		80.44
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		13.68
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		10.39
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		36.53
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		185.95
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		18.48
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		23.72
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		14.90
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		190.05
29488	12/04/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		1,315.64
29488	12/04/2025	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		179.62
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		28.83
29488	12/04/2025	1005 Police Grants Fund	Professional Services	AMAZON CAPITAL SERVICES		86.98
29488	12/04/2025	1005 Police Grants Fund	Professional Services	AMAZON CAPITAL SERVICES		326.22
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.99
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		31.15
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		39.64
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		49.06
29488	12/04/2025	0001 General Fund	Youth Volleyball	AMAZON CAPITAL SERVICES		64.16

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29488	12/04/2025	1005 Police Grants Fund	Professional Services	AMAZON CAPITAL SERVICES		304.36
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		30.44
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		38.86
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		-18.59
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		8.69
29488	12/04/2025	1005 Police Grants Fund	Professional Services	AMAZON CAPITAL SERVICES		46.10
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		86.04
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		212.04
29488	12/04/2025	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		54.32
29488	12/04/2025	0001 General Fund	Youth Volleyball	AMAZON CAPITAL SERVICES		85.78
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		28.09
29488	12/04/2025	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		65.98
					Check Total:	12,163.41
29489	12/04/2025	6020 Sanitation Enterprise Fund	Accounts Payable	BETTY ANTHONY		105.41
29489	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	BETTY ANTHONY		125.41
29489	12/04/2025	6010 Sewer Enterprise Fund	Accounts Payable	BETTY ANTHONY		148.90
					Check Total:	379.72
29490	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	ASSOCIATES LOCK & SAFE SERVICE		17.32
29490	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	ASSOCIATES LOCK & SAFE SERVICE		18.40
					Check Total:	35.72
29491	12/04/2025	0001 General Fund	Professional Services	AT&T		470.00
					Check Total:	470.00
29492	12/04/2025	7000 Internal Service Fund	Communications	AT&T CALNET		609.44
29492	12/04/2025	6010 Sewer Enterprise Fund	Communications	AT&T CALNET		549.11
29492	12/04/2025	0001 General Fund	Communications	AT&T CALNET		65.67
29492	12/04/2025	0001 General Fund	Communications	AT&T CALNET		177.23
29492	12/04/2025	6000 Water Enterprise Fund	Communications	AT&T CALNET		354.52
					Check Total:	1,755.97
29493	12/04/2025	0001 General Fund	Training	RANDEEP ATWAL		71.26
					Check Total:	71.26
29494	12/04/2025	0001 General Fund	Professional Services	ATWATER VETERINARY CENTER		180.00
					Check Total:	180.00
29495	12/04/2025	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		5,703.65

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29495	12/04/2025	6010 Sewer Enterprise Fund	Professional Services	BEST BEST & KRIEGER		1,062.50
29495	12/04/2025	6000 Water Enterprise Fund	Professional Services	BEST BEST & KRIEGER		368.00
29495	12/04/2025	0001 General Fund	Professional Services	BEST BEST & KRIEGER		62,880.50
						Check Total: 70,014.65
29496	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		37.66
29496	12/04/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		76.12
29496	12/04/2025	7000 Internal Service Fund	Small Tools	BIG CREEK LUMBER COMPANY		13.57
29496	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		43.55
29496	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		43.62
29496	12/04/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		15.49
29496	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		37.66
29496	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		157.91
29496	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		46.52
29496	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		302.21
29496	12/04/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		3.58
29496	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		77.50
29496	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		362.85
29496	12/04/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		10.65
29496	12/04/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		68.47
29496	12/04/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		4.69
29496	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		139.38
29496	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.68
29496	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		19.77
29496	12/04/2025	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.20
29496	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.68
29496	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		27.62
29496	12/04/2025	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		10.65
						Check Total: 1,553.03
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
29497	12/04/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		1,048.60
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		106.36
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		139.00
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		3,090.00
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		27.80
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		1,056.00
29497	12/04/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
29497	12/04/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		1,048.60

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	7,127.96
29498	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	C.W. BROWER INC		6.54
29498	12/04/2025	6010 Sewer Enterprise Fund	Accounts Payable	C.W. BROWER INC		6.87
29498	12/04/2025	6020 Sanitation Enterprise Fund	Accounts Payable	C.W. BROWER INC		4.87
					Check Total:	18.28
29499	12/04/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		38.93
					Check Total:	38.93
29500	12/04/2025	0001 General Fund	Professional Services	CELLEBRITE INC		10,930.34
					Check Total:	10,930.34
29501	12/04/2025	6020 Sanitation Enterprise Fund	Accounts Payable	RAFAEL CHAVEZ		42.16
29501	12/04/2025	6010 Sewer Enterprise Fund	Accounts Payable	RAFAEL CHAVEZ		59.56
29501	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	RAFAEL CHAVEZ		229.62
					Check Total:	331.34
29502	12/04/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29502	12/04/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
29502	12/04/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29502	12/04/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29502	12/04/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		86.69
29502	12/04/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		112.90
29502	12/04/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		35.72
29502	12/04/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.00
					Check Total:	398.35
29503	12/04/2025	7000 Internal Service Fund	Communications	COMCAST		1,680.49
					Check Total:	1,680.49
29504	12/04/2025	7000 Internal Service Fund	Utilities	COMCAST		13.10
29504	12/04/2025	7000 Internal Service Fund	Utilities	COMCAST		125.01
					Check Total:	138.11
29505	12/04/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		760.00
29505	12/04/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
29505	12/04/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,901.00
29505	12/04/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,806.00
29505	12/04/2025	7030 Information Technology Fund	Professional Services	DATA PATH		8,321.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29505	12/04/2025	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
				Check Total:		19,308.00
29506	12/04/2025	0001 General Fund	Various Classes	MARY ANN DAVIS		364.00
				Check Total:		364.00
29507	12/04/2025	7020 Risk Management Fund	Professional Services	DELFINO MADDEN O'MALLEY COYLE & KOE		38.50
				Check Total:		38.50
29508	12/04/2025	7000 Internal Service Fund	Professional Services	DELRAY TIRE		285.75
29508	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		33.13
				Check Total:		318.88
29509	12/04/2025	7020 Risk Management Fund	Employment Risk Management	EMPLOYMENT RISK MANAGEMENT AUTHOR		3,899.50
				Check Total:		3,899.50
29510	12/04/2025	0004 Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		326.18
				Check Total:		326.18
29511	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		1,359.38
				Check Total:		1,359.38
29512	12/04/2025	0001 General Fund	Training	FRESNO CITY COLLEGE		294.00
				Check Total:		294.00
29513	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	MICAH GABBARD		113.85
29513	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	MICAH GABBARD		100.00
				Check Total:		213.85
29514	12/04/2025	0001 General Fund	Travel/Conferences/Meetings	DANIEL GARCIA		79.62
				Check Total:		79.62
29515	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	GRANITE CONSTRUCTION COMPANY		3,987.32
				Check Total:		3,987.32
29516	12/04/2025	6020 Sanitation Enterprise Fund	Accounts Payable	KENNETH HARRISON		16.22
29516	12/04/2025	6010 Sewer Enterprise Fund	Accounts Payable	KENNETH HARRISON		22.90
29516	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	KENNETH HARRISON		201.80

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	240.92
29517	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC		270.38
29517	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	HI-TECH EVS INC		362.56
					Check Total:	632.94
29518	12/04/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		477.90
29518	12/04/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		915.00
29518	12/04/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		187.00
29518	12/04/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		176.85
29518	12/04/2025	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		137.50
					Check Total:	1,894.25
29519	12/04/2025	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		9.68
29519	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON DISTRIBUTORS INC		64.48
					Check Total:	74.16
29520	12/04/2025	0001 General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		600.00
29520	12/04/2025	0001 General Fund	Professional Services	INDEPENDENT INVESTIGATIONS LLC		1,200.00
					Check Total:	1,800.00
29521	12/04/2025	6010 Sewer Enterprise Fund	Machinery & Equipment	INTEC SOLUTIONS INC		10,731.97
					Check Total:	10,731.97
29522	12/04/2025	1020 Parks and Recreation Fund	Osborn Park Renovation	INTERWEST CONSULTING GROUP		3,480.00
					Check Total:	3,480.00
29523	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	EMMANUEL JACOBS		124.83
					Check Total:	124.83
29524	12/04/2025	1018 SB1-Road Maint & Rehab RMRA	Traffic Signals Maint & Repair	JAM SERVICES INC		679.69
29524	12/04/2025	1018 SB1-Road Maint & Rehab RMRA	Traffic Signals Maint & Repair	JAM SERVICES INC		2,205.00
29524	12/04/2025	1018 SB1-Road Maint & Rehab RMRA	Traffic Signals Maint & Repair	JAM SERVICES INC		3,142.13
					Check Total:	6,026.82
29525	12/04/2025	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		14,281.65
					Check Total:	14,281.65

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		85.88
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		273.58
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		65.88
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		181.14
29526	12/04/2025	1011 Gas Tax/Street Improvement	Professional Services	JORGENSEN COMPANY		360.97
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		395.18
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		175.88
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		719.04
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		228.38
29526	12/04/2025	6000 Water Enterprise Fund	Professional Services	JORGENSEN COMPANY		667.43
29526	12/04/2025	0001 General Fund	Professional Services	JORGENSEN COMPANY		360.97
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		149.39
29526	12/04/2025	6010 Sewer Enterprise Fund	Professional Services	JORGENSEN COMPANY		760.08
29526	12/04/2025	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		65.88
					Check Total:	4,489.68
29527	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		17.08
29527	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		80.93
					Check Total:	98.01
29528	12/04/2025	6010 Sewer Enterprise Fund	Accounts Payable	MICHAEL LABBE		6.87
29528	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	MICHAEL LABBE		5.73
29528	12/04/2025	6020 Sanitation Enterprise Fund	Accounts Payable	MICHAEL LABBE		4.87
					Check Total:	17.47
29529	12/04/2025	0001 General Fund	Miscellaneous	LOOMIS		831.45
					Check Total:	831.45
29530	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	ALBERT LOUIS		166.23
					Check Total:	166.23
29531	12/04/2025	0010 Measure V Regional Fund	Bellevue Road Realignment	MARK THOMAS & COMPANY, INC		19,143.96
					Check Total:	19,143.96
29532	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		338.79
29532	12/04/2025	7000 Internal Service Fund	Professional Services	MCAULEY MOTORS		1,579.50
29532	12/04/2025	7000 Internal Service Fund	Communications	MCAULEY MOTORS		1,126.85
29532	12/04/2025	7000 Internal Service Fund	Professional Services	MCAULEY MOTORS		1,387.50
					Check Total:	4,432.64

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29533	12/04/2025	0001 General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		210.00
29533	12/04/2025	0001 General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
29533	12/04/2025	0001 General Fund	Coed Volleyball	MERCED AREA SPORTS OFFICIALS, INC		330.00
				Check Total:		820.00
29534	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	MERCED CHEVROLET		158.44
				Check Total:		158.44
29535	12/04/2025	6000 Water Enterprise Fund	Professional Services	MERCED COUNTY ENVIRONMENTAL HEALTI		462.00
29535	12/04/2025	6000 Water Enterprise Fund	Professional Services	MERCED COUNTY ENVIRONMENTAL HEALTI		462.00
29535	12/04/2025	6000 Water Enterprise Fund	Professional Services	MERCED COUNTY ENVIRONMENTAL HEALTI		271.00
29535	12/04/2025	6000 Water Enterprise Fund	Professional Services	MERCED COUNTY ENVIRONMENTAL HEALTI		462.00
29535	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED COUNTY ENVIRONMENTAL HEALTI		1,932.00
29535	12/04/2025	6000 Water Enterprise Fund	Professional Services	MERCED COUNTY ENVIRONMENTAL HEALTI		462.00
29535	12/04/2025	6000 Water Enterprise Fund	Professional Services	MERCED COUNTY ENVIRONMENTAL HEALTI		462.00
29535	12/04/2025	6000 Water Enterprise Fund	Professional Services	MERCED COUNTY ENVIRONMENTAL HEALTI		271.00
				Check Total:		4,784.00
29536	12/04/2025	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		670.04
29536	12/04/2025	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
29536	12/04/2025	5034 Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		347.73
29536	12/04/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		698.16
29536	12/04/2025	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		625.08
29536	12/04/2025	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		156.78
29536	12/04/2025	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		13,867.29
29536	12/04/2025	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		436.13
29536	12/04/2025	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
29536	12/04/2025	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		70.73
29536	12/04/2025	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		19.64
29536	12/04/2025	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		35.37
29536	12/04/2025	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		1,043.64
29536	12/04/2025	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		252.60
29536	12/04/2025	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		8,019.05
29536	12/04/2025	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		329.80
29536	12/04/2025	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		497.58
29536	12/04/2025	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		19.64
29536	12/04/2025	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		365.40
29536	12/04/2025	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		58.90
29536	12/04/2025	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		212.18
29536	12/04/2025	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		121.70
29536	12/04/2025	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		685.60

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		28,623.41
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		111.75
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29537	12/04/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29538	12/04/2025	6020 Sanitation Enterprise Fund	Accounts Payable	JANET NEWLIN-WALDAU		12.97
29538	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	JANET NEWLIN-WALDAU		183.22
29538	12/04/2025	6010 Sewer Enterprise Fund	Accounts Payable	JANET NEWLIN-WALDAU		18.33
				Check Total:		404.00
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		116.62
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		164.41
29539	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		15.26
29539	12/04/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		13.57
29539	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		17.38
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		17.63
29539	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		9.78
29539	12/04/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		35.88
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		294.55
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		7.20
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		6.51
29539	12/04/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		26.08
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		-241.88
29539	12/04/2025	0001 General Fund	Special Departmental Expense	O'REILLY AUTO PARTS		18.47
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		18.68
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		24.44
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		121.33
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		1,667.91
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		208.03
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		195.21
29539	12/04/2025	6000 Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		18.48
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		129.62
29539	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		32.60
29539	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		37.39
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		62.31

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29539	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		44.10
				Check Total:		3,061.56
29540	12/04/2025	5003 Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		69.80
29540	12/04/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		3,251.32
29540	12/04/2025	5019 Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		723.49
29540	12/04/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		212.14
29540	12/04/2025	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		16,186.97
29540	12/04/2025	5013 Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		27.57
29540	12/04/2025	5009 Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,514.99
29540	12/04/2025	5008 Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		232.79
29540	12/04/2025	5036 Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		243.06
29540	12/04/2025	5004 Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		17.24
29540	12/04/2025	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		349.61
29540	12/04/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		898.33
29540	12/04/2025	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		4,819.70
29540	12/04/2025	5001 Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		847.63
29540	12/04/2025	5005 Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		57.65
29540	12/04/2025	5002 Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		287.90
29540	12/04/2025	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		45,411.06
29540	12/04/2025	5017 Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		39.34
29540	12/04/2025	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		7,686.69
29540	12/04/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		7,993.13
29540	12/04/2025	5011 Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		31.03
29540	12/04/2025	5007 Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		28.23
29540	12/04/2025	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,969.68
29540	12/04/2025	5006 Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		19.00
				Check Total:		92,918.35
29541	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	STEVE & LILLIAN PASSADORI		52.40
				Check Total:		52.40
29542	12/04/2025	6000 Water Enterprise Fund	Professional Services	PROVOST & PRITCHARD CONSULTING GROU		618.40
				Check Total:		618.40
29543	12/04/2025	6010 Sewer Enterprise Fund	Accounts Payable	EMILY RAGSDALE		6.87
29543	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	EMILY RAGSDALE		164.83
29543	12/04/2025	6020 Sanitation Enterprise Fund	Accounts Payable	EMILY RAGSDALE		4.87
				Check Total:		176.57
29544	12/04/2025	0001 General Fund	Training	RIVERSIDE COUNTY SHERIFFS DEPARTMENT		593.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	593.00
29545	12/04/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		227.94
					Check Total:	227.94
29546	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	FORREST SAKKINEN		140.36
					Check Total:	140.36
29547	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	SBE, LP		159.72
					Check Total:	159.72
29548	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	SCHAFFER MANUFACTURING COMPANY		3,952.71
					Check Total:	3,952.71
29549	12/04/2025	6010 Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		11,157.52
					Check Total:	11,157.52
29550	12/04/2025	0001 General Fund	Professional Services	STATE PRO BUILDERS INC.		1,086.60
					Check Total:	1,086.60
29551	12/04/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	STATE WATER RESOURCES CONTROL BOARD		943.00
29551	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		4,526.00
29551	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		52,138.00
29551	12/04/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	STATE WATER RESOURCES CONTROL BOARD		18,196.00
					Check Total:	75,803.00
29552	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	LINDA TABELLIA		53.82
					Check Total:	53.82
29553	12/04/2025	6000 Water Enterprise Fund	Professional Services	TESCO CONTROLS, INC.		450.00
					Check Total:	450.00
29554	12/04/2025	7000 Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
					Check Total:	33.00
29555	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	TRQ INVESTMENT LLC		199.03

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	199.03
29556	12/04/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		14,345.10
					Check Total:	14,345.10
29557	12/04/2025	6000 Water Enterprise Fund	Accounts Payable	SAILAZA VINTHA		211.34
29557	12/04/2025	6020 Sanitation Enterprise Fund	Accounts Payable	SAILAZA VINTHA		21.08
29557	12/04/2025	6010 Sewer Enterprise Fund	Accounts Payable	SAILAZA VINTHA		29.78
					Check Total:	262.20
29558	12/04/2025	0001 General Fund	Special Departmental Expense	WORK WELLNESS		542.00
					Check Total:	542.00
					Report Total:	455,831.64



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

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

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

**SUBJECT:** **Approving Agreement affecting Real Property and Outside Service Agreement for Water Service with Property Owner Margarita Sanchez (Evergreen Mobile Home Park)** (Public Works Director Vinson)

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### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3582-25 approving the Agreement affecting Real Property and Outside Service Agreement for Water Service, in a form approved by the City Attorney, with the property owner Margarita Sanchez (Evergreen Mobile Home Park), APN 146-210-003-000 and authorizes and directs the City Manager, or his designee, to execute the agreement on behalf of the City.

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

The City of Atwater and the property owner of Evergreen Mobile Home Park are seeking to enter into an Agreement affecting Real Property and Outside Service Agreement for Water Service. The property is located on Shaffer Rd, in Winton, CA and not currently within the City limits. The property is directly adjacent to a property that is designated inside the sphere of influence of the city.

All out of-boundary water connections are required to enter into an agreement with the City to start water services. The property is currently not connected to City water services. The subject property is also currently not under a water connection agreement. The City and the property owner are intending to enter into a Water Connection Agreement.

The State Water Resources Control Board (Water Board) and Self-Help reached out to the City of Atwater to discuss consolidation with Evergreen Mobile Home Park, due to Maximum Contaminant Levels (MCL's) in the water of the Evergreen Mobile Home Park. The Water Board informed the City that funding was available to complete this consolidation. The Water Board informed the City that they could force the City to consolidate, but they prefer to engage in a discussion with the City before doing that. The Water Board agreed to install a 12" water main from Shaffer and Gertrude to the

Evergreen Mobile Home Park.

**ANALYSIS:**

Staff reviewed the subject property and talked to the Local Agency Formation Commission (LAFCo) and determined the continuation of the water service to the said property would be acceptable and in conformance with the General Plan. LAFCo must approve all out-of-boundary connections and needs a resolution from a governing body to approve an out-of-boundary connection.

The real property is not currently located within the Sphere of Influence. The General Plan defines the "Sphere of Influence" as, "incorporated and unincorporated territory which encompasses the City's ultimate probable service area". Even though the property is not in the Sphere of Influence, LAFCo is approving the out-of-boundary connection due to the risk of public health that was determined by the State Water Resources Control Board.

General Plan Policy 3.1.g allows the City to supply water services to properties outside of City limits in emergency situations or exceptional cases where public health and safety is jeopardized. The State Water Resources Control Board has determined this is an emergency situation and has approved funding to allow for the consolidation of the small water system into the City of Atwater water system.

Supplying water services to the property will not cause significant impacts on the infrastructure. There are only 8 units on the property that would be connected to City services and the cost for the infrastructure will be provided by the State Water Resources Control Board.

**II. FISCAL IMPACTS:**

Upon approval and execution of the Agreement Affecting Real Property And Outside Service Agreement For Water Service, the property owner with a fully executed agreement will pay the approved water rates once the water service connection is made.

This has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

Pursuant to Section 13.12.120 of the City of Atwater Municipal Code, water services may be extended to users outside of the City Limits with the approval of City Council.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

The Merced County Local Authority Formation Commission (LAFCo) and City Staff have been in communication in regard to the property and the extension of water connections. Discussion with Bill Nicholson, Executive Office of Merced LAFCo has confirmed the connection just needs a resolution for LAFCo approval.

**VII. PUBLIC PARTICIPATION:**

The public hearing was adequately noticed and advertised for the regularly scheduled City Council hearing. The public will have the opportunity to provide comments on this item prior to City Council action.

**VIII. ENVIRONMENTAL REVIEW:**

The State of California recently passed Senate Bill 131, which expanded the use of CEQA exemptions for various categories of projects, including water and sewer infrastructure for disadvantaged communities. The Evergreen Mobile Home Service Agreement is well-aligned with the use of this exemption.

**IX. STEPS FOLLOWING APPROVAL:**

Following approval of the Agreement affecting Real Property and Outside Service Agreement for Water Service, the agreements will be finalized, and the rates will be adjusted according to those agreements.

Submitted by:



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Justin Vinson, Public Works Director

Approved by:



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Chris Hoem, City Manager

Attachments:

1. Resolution No. XXXX-25 Approves Evergreen Mobile Home Park Agreement affecting Real Property and Outside Service Agreement for Water Service
2. AGREEMENT AFFECTING REAL PROPERTY





**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 APPROVING THE  
AGREEMENT AFFECTING REAL PROPERTY  
AND OUTSIDE SERVICE AGREEMENT FOR  
WATER SERVICE BY AND BETWEEN THE CITY  
OF ATWATER AND MARGARITA SANCHEZ  
(EVERGREEN MOBILE HOME PARK)**

**WHEREAS**, the individual is the owner of real property in the unincorporated area of the County of Merced; and

**WHEREAS**, the City of Atwater and the property owner intend to entering into a Water Connection Agreement; and

**WHEREAS**, the City of Atwater is in a position to continue to provide domestic water service to the property; and

**WHEREAS**, the City of Atwater has reviewed the property and determined the continuation of the water services to the property would be acceptable and in conformance with the General Plan; and

**WHEREAS**, the water connections began prior to January 1, 2001, and are not subject to the Local Authority Formation Commission (LAFCo) review and approval pursuant to Government Code Section 56133(e)(4); and

**WHEREAS**, the agreements verify the property owner will pay the current established utility rates; and

**WHEREAS**, the agreements establish the relinquishing of right to petition against future annexation of the property; and

**WHEREAS**, the connections are categorically exempt under California Environmental Guideline Section 15301, Class 1, "Existing Facilities" exemption.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater does hereby approve the Agreements affecting Real Property and Outside Service Agreement for Water Service for the Evergreen Mobile Home Park.

The foregoing resolution is hereby adopted this 8<sup>th</sup> day of December 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**

**AGREEMENT AFFECTING REAL PROPERTY  
AND COVENANT TO ANNEX  
(WATER CONNECTION AGREEMENT)**

THIS AGREEMENT is made and entered into this 9th day of December, 2025, by and between the City of Atwater, a California Municipal Corporation, whose address of record is 1350 Broadway Road, Atwater, California 95301, (hereafter referred to as "City") and Margarita Sanchez (Evergreen Mobile Home Park) (hereafter referred to as "Owner") whose APN of record is 146-210-003-000.

WHEREAS, Owner is the owner of real property in the unincorporated area of the County of Merced identified under Paragraph 14 of this Agreement, which property is contiguous to City; and,

WHEREAS, City furnishes water service to properties outside the City limits in emergency situations or exceptional cases, such as well failure, where public health and safety is jeopardized in accordance with City General Plan Policy 3.1.g; and,

WHEREAS, in exchange for water service, Owner agrees to the annexation of the real property, identified under Paragraph 14 of this Agreement, to the City; and,

WHEREAS, Owner desires and has heretofore in writing requested City to furnish water service to their real property; and,

WHEREAS, Self Help Enterprises has submitted a request, along with the State Water Resources Control Board indicating that contamination of the water supply at the property is a threat to public health; and,

WHEREAS, City is willing to furnish said water service upon the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. COVENANTS RUNNING WITH THE LAND. City agrees to furnish water service for the benefit of Owner's real property hereinafter described. The obligations of Owner state in this agreement are covenants running with the land and are intended by City and by Owner to be binding upon Owner and Owner's heirs, administrators, assignees, and successors in interest in the land described herein.
2. COVENANT TO ANNEX. Owner hereby covenants and binds herself and her successors in interest to annex said real property to City when the City Council determines that such annexation shall be made, and Owner hereby

acknowledges that this writing is a request and a consent by her to so annex the said real property, and Owner for herself and her successors in interest further agrees not to protest annexation of said property either by itself or as part of a larger parcel of land and hereby specifically waives the provisions of all sections of law now existing or hereafter to be enacted permitting protests to be filed in annexation proceedings.

3. **FACILITES CHARGE.** Owner agrees to pay City a water facilities charge appropriated for the nature and extend of the intended use of the property, in such amount as is established by the City ordinance in effect at the time of connection to the water system.
4. **CHARGE FOR SERVICE.** Owner agrees to pay water service charge at metered rate in such sum as from time-to-time may be established by the City Council.
5. **LINE EXTENSION CHARGE.** Owner agrees to pay City, at the time the application is made, such sum as is estimated to cover the cost of labor, materials, equipment, and overhead needed in making the water connections and extending same to the property line.

At the option of City, in lieu of the water line extension charge, Owner agrees at her own expense to cause a water line, of such size as shall be determined by City Engineer, to be constructed and installed according to City or desirable to serve Owner's property and comply with City extension requirements.

6. **SUBSEQUENTLY ENACTED OR ADOPTED CHARGES.** If the City Council shall hereafter increase or enact or adopt any other charges, fees or other requirements related to water service, annexation, or any other aspect of the subject matter of this Agreement, Owner agrees to pay or perform the same, in the same manner, and to the same extent, as any other person similarly situated.
7. **INTENDED USE OF PROPERTY.** Owner's intended use of said property is a mobile home park, and said water service charge and water facilities charge are based on such use only, and water service for any other use shall require further approval by City, and if so approved, will be charged for in accordance with the charges then in effect. City may impose other or different conditions upon such approval or may deny the same in City's sole discretion. The City Council has the right to delegate authority to one or more designated persons to amend this Agreement as to the type of use or the number of connections which may be made. Until or unless such delegation of authority is affected by resolution or ordinance, amendment to this Agreement requires the approval of the City Council.

8. CONFORMACE WITH CITY ORDINANCES. Owner agrees to cause all future improvements and construction on said property to conform to the subdivision, zoning, housing, plumbing, electrical, building fire, park dedication, and other codes, ordinances, and regulations of City, including payment of fees stipulated therein. In addition, all applicable requirements of Chapter 13.12 of the Atwater Municipal Code dealing with the water system of the City of Atwater are incorporated herein by reference. (Attachment A).
9. DEDICATION FOR PUBLIC USE. Owner agrees to dedicate to public use, at no cost to City, and without any demands, conditions or requirements, any easements, streets, alleys, or other public ways which the Planning Commission and/or the City Council find necessary and desirable for the future development of the property or for the protection and maintenance of utilities.
10. CONSENT TO PAY TAXES UPON ANNEXATION. Owner, by this writing, consents upon annexation to be taxed her proportionate share of City's general indebtedness existing at the time of annexation, as approved in Section 57328 of the Government Code.
11. AGREEMENT TO NOTIFY PURCHASER OR GRANTEE. In the event Owner's land, or any lot or parcel thereof, is to be sold or conveyed, Owner agrees to notify said purchaser or grantee of the terms and conditions of this Agreement, however the binding effect of this Agreement upon said purchaser or grantee shall not be lessened by the failure of the Owner to give such notice.
12. FAILURE TO PAY. Upon the failure of Owner or Owner's successors in interest to make the payments at the time and in the manner as herein provided, or to keep or perform any of the agreements or covenants on their part to be kept or performed as herein provided, City may cease to give water service and may disconnect City water lines from said property upon giving the Owner or Owner's successor in interest 60 days written notice of City's intention so to do, which said notice shall be by personal service or by mail to Owner or Owner's successor in interest at his or her last known mailing address.

Unpaid service charges for the property described below shall constitute a debt of the Owner or Owner's successors in interest to the City. The Owner or the Owner's successor in interest who incurred the debt shall be liable in a civil action for the amount of the unpaid service charges, for the cost of suit, and for reasonable attorney fees. The service charges shall also constitute a lien against said property for the amount of the unpaid service charges. Any lien shall be enforceable against Owner and Owner's successor in interest and shall be subject to the same penalties and procedures under foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

1. RESULT OF FAILURE TO ANNEX. It is further understood and agreed that state law provides that application must be made to the Local Agency Formation Commission ("LAFCO") before the real property herein described may be annexed to the City, and if LAFCO should not give its consent to annex, or if LAFCO places conditions or modifications upon annexation which are not acceptable to City in its sole discretion, then and in that event, this Agreement shall be cancelled and terminated and City may cease to give water service after giving notice of intent to do so at the address listed in Paragraph 14 hereof, or at such other address provided to the City's City Clerk in writing and specifically citing this Agreement and this paragraph, at least twenty-four (24) months prior and may thereafter disconnect City water lines from said property and neither Owner nor Owner's successor in interest shall be entitled to any refund of charges previously paid to City.

2. PROPERTY DESCRIPTION. The property herein referred to is described as follows:

Address: 6357 Shaffer Rd  
Winton, CA 95388

Assessor's Parcel Number: 146-210-003-000

The legal description is attached hereto as Exhibit "A" and the property is shown on the map attached hereto as Exhibit "B."

3. RECORDATION OF AGREEMENT. This Agreement shall be recorded with the Merced County Recorder's Office within thirty (30) days of execution thereof. No permit shall be issued pursuant to this Agreement until this Agreement has been recorded in the official records of Merced County.

4. CONDITION PRECEDENT. To the extent LAFCO approval is required to provide outside service of water to said property, such shall be obtained and is a condition precedent before this Agreement becomes operative.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, this Agreement is executed by Applicant and the City of Atwater as of the Effective Date.

**ACTING AGENCY**

City of Atwater

a California Municipal Corporation

**PROPERTY OWNER**

Margarita Sanchez

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

Chris Hoem, City Manager

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

Margarita Sanchez, Property Owner

Approved as to Form:

---

Frank Splendorio, City Attorney

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

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

Witness my hand and official seal.

(Signature)

(Seal)

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

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

Witness my hand and official seal.

(Signature)

(Seal)

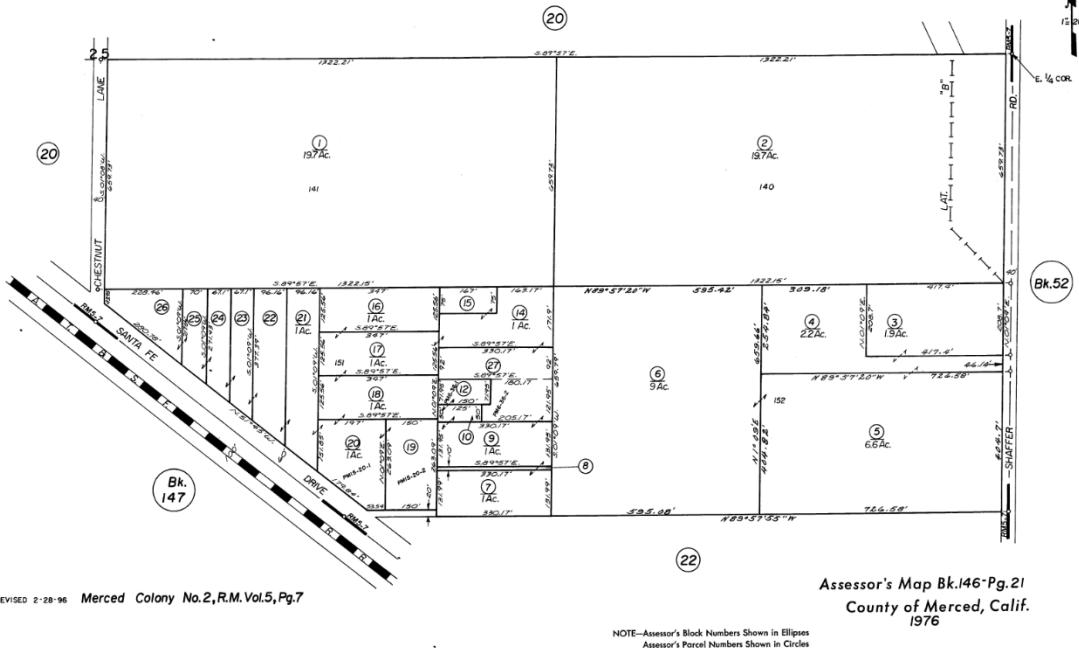
**EXHIBIT A**  
**LEGAL DESCRIPTION**

## EXHIBIT B

**— NOTE —**  
This map is for Assessment purposes only.  
It is not to be construed as portraying  
legal ownership or divisions of land for  
purposes of zoning or subdivision law.

POR. SE  $\frac{1}{4}$  SEC. 25, T. 6 S., R. 12 E., M.D.B. & M.

Tax Rate Area 87-01 146-21





## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

**FROM:** Christopher Hoem, City Manager

**PREPARED BY:** Jim Vang, Civil Engineering Assistant

**SUBJECT:** **Approving Amendment No.2 to Task Order No.1 between City of Atwater and CCME, Inc. for the Race Communication Fiber Installation Project** (City Manager Hoem)

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### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3583-25 approving Amendment No.2 with CCME, Inc., in a form approved by the City Attorney, by increasing the not-to-exceed amount by an additional \$100,000 for Race Communication Fiber Installation Project; and authorizing the City Manager to execute Amendment No.2 on behalf of the City.

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

On February 2025, the City and CCME executed Task Order No.1 under the On-Call Professional Services (dated 11-13-23) for construction services for Race Communication Fiber Installation Project. Race Communication is constructing a highspeed fiber-optic network in the community. CCME reviews the plans related to the encroachment permits and provides constructability reviews. They also provide construction observation services, along with support staff as needed during construction. CCME's tasks are as follows:

-Preconstruction services include preconstruction documentation, plan review, and attend preconstruction meetings.

-During construction services include project documentation and administration, attend progress meetings, communication and integration with city staff, construction observation and field inspection, material testing.

-Post Construction Services included punch list and acceptance and as-built drawing.

On October 27,2025, the City and CCME executed Amendment No.1 increasing the construction services budget by \$85,859.24 for a total not to exceed \$267,468.27.

Amendment No.2 is increasing the construction services budget by \$100,000 for a total compensation not to exceed \$367,468.27, to cover the remaining portion during construction and post construction services. Race Communication is in construction and anticipated to be completed in the late first quarter of 2026.

**II. FISCAL IMPACTS:**

Any costs associated with this task order are paid through a liability deposit paid by Race Communication.

This item has been reviewed by the Finance Director.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

This item is consistent with goal number one (1) of the City's Strategic Plan; to ensure the City's continued financial solvency.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been coordinated 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 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.

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council Approval, City Council will direct the City Manager or his designee to execute Amendment No.2 with CCME Inc.

Submitted and Approved by:



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Chris Hoem, City Manager

Attachments:

1. Resolution XXXX-25 Amendment No.2 to Task Order No.1 with CCME

2. Amendment 2 to Task Order No.1 CCME



**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 APPROVING AMENDMENT  
NO. 2 TO TASK ORDER NO. 1 WITH CCME, INC.  
FOR THE RACE COMMUNICATION FIBER  
INSTALLATION PROJECT**

**WHEREAS**, the Parties entered into the On-Call Professional Services Agreement dated November 13, 2023 ("Original Agreement"); and

**WHEREAS**, On February 27, 2025, the parties executed Task Order No.1 for construction management services for Race Communication Fiber Installation Project. CCME's tasks includes preconstruction services, during construction services, and post construction services; and

**WHEREAS**, On October 27, 2025, the parties amended Task Order No.1 for the purpose of increasing the total not-to-exceed due to the extension of the project; and

**WHEREAS**, The Parties desire to further amend Task Order No.1 for the purpose of increasing the total not-to-exceed amount due to the extension of the project; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater does hereby approve Amendment No.2 with CCME, Inc., in a form approved by the City Attorney, by increasing the not-to-exceed amount by an additional \$100,000; and authorizes and direct the City Manager or his designee to execute all contract documents on behalf of the City.

The foregoing resolution is hereby adopted this 8<sup>th</sup> day of December 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**

**AMENDMENT NO. 2  
TO TASK ORDER NO. 1  
BETWEEN  
CITY OF ATWATER  
AND  
CCME, INC.**

This Second Amendment to Task Order No. 1 (“Amendment No. 2”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Atwater (“City”) and CCME, Inc. (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**Recitals**

- A. Existing Agreement. The Parties have entered into an agreement entitled “On-Call Professional Services Agreement” dated 11/13/2023 (“Original Agreement”) incorporated herein by reference as if fully set forth herein, for the purpose of City retaining Contractor to provide the services described therein.
- B. Amendment Purpose. City and Contractor wish to amend the Task Order No. 1 issued from the Original Agreement for On-Call Professional Services (collectively, the “Existing Agreement”) to increase the construction management services budget.
- C. Amendment Authority. This Second Amendment to Task Order No. 1 is authorized pursuant to Section 8.3 of the Original Agreement.

**Amendment**

Now therefore, the Parties hereby modify the Existing Agreement as follows:

1. Definitions. All capitalized terms used in this Second Amendment not defined in this Second Amendment shall have the same meaning as set forth in the Existing Agreement.
2. Task Order No. 1 is hereby modified with the following:
  - 1) Increase Dollar Amount of Task order No.1 by \$100,000 for a total compensation not to exceed \$367,468.27.
3. Continuing Effect of Agreement. All provisions of the Original Agreement and the Existing Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Existing Agreement, it shall mean the Existing Agreement as amended by this Second Amendment.
4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

5. **Severability.** If any portion of this Second Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**CITY OF ATWATER**

*Approved By:*

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Date

**CCME, INC.**

*Approved By:*

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Date



## **CITY COUNCIL AGENDA REPORT**

### **CITY COUNCIL**

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

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

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

**SUBJECT:** **Adopting City of Atwater Salary Schedule B-26 Effective January 1, 2026, Conforming to State of California Minimum Wage Increase** (Human Resources Director Sousa)

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### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution No. 3584-25 Adopting City of Atwater Salary Schedule B-26 Effective January 1, 2026, Conforming to State of California Minimum Wage Increase.

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

Section 1182.12 of the California Labor Code provides for periodic increases to the minimum wage across all industries based on specified criteria. A key component of this law is the annual review and potential adjustment of the minimum wage using the United States Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W). On July 31, 2025, the California Director of Finance announced that the state minimum wage will increase from \$16.50 to \$16.90 per hour, effective January 1, 2026. As a result, the City's salary schedule must be updated to remain in compliance.

The City Council of the City of Atwater last adopted its salary schedule in June 2025. The schedule is routinely updated to reflect the City Manager's organizational objectives and City Council direction, as well as to incorporate any annual minimum wage adjustments required by State law.

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

Increased costs were anticipated and included in the budget for Fiscal Year 2025-26. This item has been reviewed by the Finance Department.

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

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

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

N/A

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This items has been reviewed by all relevant departments.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

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

**IX. STEPS FOLLOWING APPROVAL:**

Upon adoption of Resolution No. 3584-25, the City Manager's Office will direct the necessary proceedings to implement the minimum wage increase in compliance with applicable law.

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 Adopting Salary Schedule B-26 12.8.25



## CITY COUNCIL OF THE CITY OF ATWATER

### RESOLUTION NO. XXXX-25

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING CITY OF ATWATER SALARY SCHEDULE B-26 EFFECTIVE JANUARY 1, 2026, CONFORMING TO STATE OF CALIFORNIA MINIMUM WAGE INCREASE**

**WHEREAS**, salary schedule A-26, effective June 19, 2025, was adopted by Resolution No. 3540-25 on June 9, 2025; and

**WHEREAS**, the City Council approves and adopts the salary schedule and/or directs the City Manager to prepare and/or update said schedule to reflect City Council direction; and

**WHEREAS**, California Labor Code Section 1182.12(c) requires the State of California Director of Finance to annually calculate an adjusted minimum wage rate on or before August 1<sup>st</sup> of each year; and

**WHEREAS**, the minimum wage rate is adjusted each year for inflation based on the non-seasonally adjusted U.S. Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers; and

**WHEREAS**, the minimum wage rate cannot be lowered, even if the CPI is negative, and the highest raise allowed in any one year is 3.5%; and

**WHEREAS**, on July 31, 2025, the California Department of Finance announced that the California minimum wage rate shall increase from \$16.50 per hour to \$16.90 per hour, (a 2.43% increase) effective January 1, 2026.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Atwater does hereby adopt City of Atwater Salary Schedule B-26, effective January 1, 2026, “**Exhibit A**” attached hereto and made a part herein, and directs the City Manager to update the salaries accordingly.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to make any revisions, corrections, or alterations to the text of the job classifications described in **“Exhibit A”** to correct language changes, or to comply with the requirements of the law.

The foregoing resolution is hereby adopted this 8<sup>th</sup> day of December 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MIKE NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**

**Exhibit A**  
**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP**  
**SCHEDULE B-26 EFFECTIVE JANUARY 1, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Account Clerk I	CU MU	115	3051.01	3203.56	3363.73	3531.92	3708.52	3893.94
			1408.16	1478.56	1552.49	1630.12	1711.62	1797.20
			36612.08	38442.68	40364.81	42383.06	44502.21	46727.32
			17.6020	18.4821	19.4062	20.3765	21.3953	22.4651
Account Clerk II	CU MU	135	3417.90	3588.79	3768.23	3956.64	4154.48	4362.20
			1577.49	1656.37	1739.18	1826.14	1917.45	2013.32
			41014.77	43065.51	45218.79	47479.72	49853.71	52346.40
			19.7186	20.7046	21.7398	22.8268	23.9681	25.1665
Accountant I	CU MU	255	4481.51	4705.58	4940.86	5187.90	5447.30	5719.66
			2068.39	2171.81	2280.40	2394.42	2514.14	2639.84
			53778.07	56466.97	59290.32	62254.84	65367.58	68635.96
			25.8548	27.1476	28.5050	29.9302	31.4267	32.9981
Accountant II	CU MU	270	5001.59	5251.67	5514.25	5789.96	6079.46	6383.44
			2308.43	2423.85	2545.04	2672.29	2805.91	2946.20
			60019.07	63020.02	66171.02	69479.57	72953.55	76601.23
			28.8553	30.2981	31.8130	33.4036	35.0738	36.8275
Accounting Technician	CU MU	235	3977.60	4176.49	4385.31	4604.57	4834.80	5076.54
			1835.82	1927.61	2023.99	2125.19	2231.45	2343.02
			47731.26	50117.82	52623.71	55254.90	58017.64	60918.52
			22.9477	24.0951	25.2999	26.5649	27.8931	29.2878
Administrative Assistant I	CU MU	140a	3028.46	3179.88	3338.88	3505.82	3681.11	3865.17
			1397.75	1467.64	1541.02	1618.07	1698.97	1783.92
			36341.51	38158.59	40066.52	42069.84	44173.33	46382.00
			17.4719	18.3455	19.2627	20.2259	21.2372	22.2990
Administrative Assistant II	CU MU	155a	3460.16	3633.17	3814.83	4005.57	4205.85	4416.14
			1597.00	1676.85	1760.69	1848.73	1941.16	2038.22
			41521.96	43598.06	45777.96	48066.86	50470.20	52993.71
			19.9625	20.9606	22.0086	23.1091	24.2645	25.4777
Assistant City Clerk/Records Coordinator	MM	101	4948.38	5195.80	5455.59	5728.37	6014.79	6315.53
			2283.87	2398.06	2517.97	2643.86	2776.06	2914.86
			59380.59	62349.62	65467.10	68740.45	72177.48	75786.35
			28.5484	29.9758	31.4746	33.0483	34.7007	36.43575
Assistant Planner	MU	257	4578.67	4807.61	5047.99	5300.39	5565.41	5843.68
			2113.23	2218.90	2329.84	2446.33	2568.65	2697.08
			54944.07	57691.28	60575.84	63604.63	66784.86	70124.11
			26.4154	27.7362	29.1230	30.5792	32.1081	33.7135
Associate Planner	MU	275	4933.57	5180.25	5439.26	5711.23	5996.79	6296.63
			2277.03	2390.89	2510.43	2635.95	2767.75	2906.14
			59202.87	62163.02	65271.17	68534.73	71961.46	75559.54
			28.4629	29.8861	31.3804	32.9494	34.5969	36.3267
Building Maintenance Worker I	MU	130	2995.29	3145.06	3302.31	3467.43	3640.80	3822.84
			1382.44	1451.57	1524.14	1600.35	1680.37	1764.39
			35943.52	37740.70	39627.73	41609.12	43689.58	45874.06
			17.2805	18.1446	19.0518	20.0044	21.0046	22.0548
Building Maintenance Worker II	MU	150a	3199.54	3359.52	3527.49	3703.87	3889.06	4083.51
			1476.71	1550.55	1628.07	1709.48	1794.95	1884.70
			38394.47	40314.19	42329.90	44446.40	46668.72	49002.15
			18.4589	19.3818	20.3509	21.3685	22.4369	23.5587
Building Permit Technician I	MU	185	3597.62	3777.50	3966.38	4164.69	4372.93	4591.58
			1660.44	1743.46	1830.64	1922.17	2018.28	2119.19
			43171.44	45330.01	47596.51	49976.34	52475.16	55098.91
			20.7555	21.7933	22.8829	24.0271	25.2284	26.4899
Building Permit Technician II	MU	187	3966.38	4164.70	4372.94	4591.58	4821.16	5062.22
			1830.64	1922.17	2018.28	2119.19	2225.15	2336.41
			47596.60	49976.43	52475.25	55099.01	57853.96	60746.66
			22.8830	24.0271	25.2285	26.4899	27.8144	29.2051
Chief Building Official/Fire Code Official	MM	308a	8239.35	8651.32	9083.88	9538.08	10014.98	10515.73
			3802.78	3992.91	4192.56	4402.19	4622.30	4853.41
			98872.18	103815.78	109006.57	114456.90	120179.75	126188.74
			47.5347	49.9114	52.4070	55.0274	57.7787	60.6677
City Engineer	MM	117	8528.42	8954.84	9402.58	9872.71	10366.34	10884.66
			3936.19	4133.00	4339.65	4556.63	4784.47	5023.69
			102340.99	107458.04	112830.94	118472.49	124396.12	130615.92
			49.2024	51.6625	54.2456	56.9579	59.8058	62.7961

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP  
SCHEDULE B-26 EFFECTIVE JANUARY 1, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
City Manager	EM	340	13673.71	14357.40	15075.27	15829.03	16620.48	17451.51
			6310.94	6626.49	6957.82	7305.71	7670.99	8054.54
			164084.54	172288.77	180903.21	189948.37	199445.79	209418.08
			78.8868	82.8311	86.9727	91.3213	95.8874	100.6818
Civil Engineering Assistant	MU	277	5034.76	5286.50	5550.83	5828.37	6119.79	6425.78
			2323.74	2439.92	2561.92	2690.02	2824.52	2965.74
			60417.18	63438.04	66609.94	69940.44	73437.46	77109.33
			29.0467	30.4991	32.0240	33.6252	35.3065	37.0718
Code Enforcement Manager	MM	299	5998.65	6298.58	6613.51	6944.18	7291.39	7655.96
			2768.61	2907.04	3052.39	3205.01	3365.26	3533.52
			71983.77	75582.95	79362.10	83330.21	87496.72	91871.55
			34.6076	36.3380	38.1549	40.0626	42.0657	44.1690
Code Enforcement Officer	MU	175	3853.63	4046.31	4248.62	4461.05	4684.11	4918.31
			1778.60	1867.53	1960.90	2058.95	2161.90	2269.99
			46243.52	48555.69	50983.48	53532.65	56209.28	59019.75
			22.2325	23.3441	24.5113	25.7369	27.0237	28.3749
Community Development Director	DD	337	10766.51	11304.83	11870.07	12463.58	13086.76	13741.09
			4969.16	5217.61	5478.50	5752.42	6040.04	6342.04
			129198.08	135657.98	142440.88	149562.92	157041.07	164893.12
			62.1145	65.2202	68.4812	71.9053	75.5005	79.2755
Community Services Officer	PU	160	3768.23	3956.64	4154.47	4362.19	4580.30	4809.32
			1739.18	1826.14	1917.45	2013.32	2113.99	2219.69
			45218.72	47479.66	49853.64	52346.32	54963.64	57711.82
			21.7398	22.8268	23.9681	25.1665	26.4248	27.7461
Executive Assistant	CU MU	183	3953.19	4150.84	4358.39	4576.31	4805.12	5045.38
			1824.55	1915.77	2011.56	2112.14	2217.75	2328.64
			47438.23	49810.14	52300.65	54915.68	57661.46	60544.53
			22.8068	23.9472	25.1445	26.4018	27.7219	29.1079
Finance Director	DD	335	9791.30	10280.86	10794.91	11334.65	11901.38	12496.45
			4519.06	4745.01	4982.26	5231.38	5492.95	5767.59
			117495.58	123370.36	129538.88	136015.82	142816.61	149957.44
			56.4883	59.3127	62.2783	65.3922	68.6618	72.0949
Finance Operations Manager	MM	307	6285.83	6600.12	6930.13	7276.64	7640.47	8022.49
			2901.15	3046.21	3198.52	3358.45	3526.37	3702.69
			75429.99	79201.49	83161.57	87319.65	91685.63	96269.91
			36.2644	38.0776	39.9815	41.9806	44.0796	46.28361
Human Resources Analyst	CL	286	5293.14	5557.80	5835.69	6127.47	6433.85	6755.54
			2442.99	2565.14	2693.40	2828.06	2969.47	3117.94
			63517.71	66693.59	70028.27	73529.69	77206.17	81066.48
			30.5374	32.0642	33.6674	35.3508	37.1184	38.9743
Human Resources Assistant	CL	155c	3460.16	3633.17	3814.83	4005.57	4205.85	4416.14
			1597.00	1676.85	1760.69	1848.73	1941.16	2038.22
			41521.96	43598.06	45777.96	48066.86	50470.20	52993.71
			19.9625	20.9606	22.0086	23.1091	24.2645	25.4777
Human Resources Director	DD	335b	9284.85	9749.09	10236.55	10748.37	11285.79	11850.08
			4285.32	4499.58	4724.56	4960.79	5208.83	5469.27
			111418.20	116989.10	122838.56	128980.49	135429.51	142200.99
			53.5664	56.2448	59.0570	62.0099	65.1103	68.3659
Human Resources Technician I	CL	236	4219.85	4430.84	4652.39	4885.01	5129.26	5385.72
			1947.62	2045.01	2147.26	2254.62	2367.35	2485.72
			50638.22	53170.14	55828.64	58620.07	61551.08	64628.63
			24.3453	25.5626	26.8407	28.1827	29.5919	31.0715
Human Resources Technician II	CL	237	4479.69	4703.67	4938.85	5185.80	5445.09	5717.34
			2067.55	2170.92	2279.47	2393.44	2513.12	2638.77
			53756.23	56444.04	59266.24	62229.55	65341.03	68608.08
			25.8443	27.1366	28.4934	29.9181	31.4140	32.9847
Mechanic I	MU	180a	3519.34	3695.31	3880.07	4074.08	4277.78	4491.67
			1624.31	1705.53	1790.80	1880.34	1974.36	2073.08
			42232.07	44343.67	46560.86	48888.90	51333.35	53900.01
			20.3039	21.3191	22.3850	23.5043	24.6795	25.9135
Mechanic II	MU	205a	3950.36	4147.87	4355.27	4573.03	4801.68	5041.77
			1823.24	1914.40	2010.12	2110.63	2216.16	2326.97
			47404.28	49774.50	52263.22	54876.38	57620.20	60501.21
			22.7905	23.9300	25.1265	26.3829	27.7020	29.0871

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP  
SCHEDULE B-26 EFFECTIVE JANUARY 1, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Parks Maintenance Worker I	MU	165b	3362.42	3530.55	3707.07	3892.43	4087.05	4291.40
			1551.89	1629.48	1710.96	1796.50	1886.33	1980.65
			40349.09	42366.54	44484.87	46709.11	49044.57	51496.80
			19.3986	20.3685	21.3870	22.4563	23.5791	24.7581
Parks Maintenance Worker II	MU	190	3686.68	3871.01	4064.56	4267.79	4481.18	4705.24
			1701.54	1786.62	1875.95	1969.75	2068.24	2171.65
			44240.10	46452.11	48774.71	51213.45	53774.12	56462.83
			21.2693	22.3327	23.4494	24.6219	25.8529	27.1456
Planning Technician	MU	225c	3763.58	3951.76	4149.35	4356.82	4574.66	4803.39
			1737.04	1823.89	1915.08	2010.84	2111.38	2216.95
			45163.00	47421.15	49792.21	52281.82	54895.91	57640.70
			21.7130	22.7986	23.9386	25.1355	26.3923	27.7119
Police Chief	DD	338	12562.53	13190.66	13850.19	14542.70	15269.84	16033.33
			5798.09	6088.00	6392.40	6712.02	7047.62	7400.00
			150750.41	158287.93	166202.33	174512.45	183238.07	192399.97
			72.4762	76.1000	79.9050	83.9002	88.0952	92.5000
Police Clerk I	PU	140b	3088.72	3243.16	3405.32	3575.58	3754.36	3942.08
			1425.56	1496.84	1571.68	1650.27	1732.78	1819.42
			37064.68	38917.91	40863.81	42907.00	45052.35	47304.97
			17.8196	18.7105	19.6461	20.6284	21.6598	22.7428
Police Clerk II	PU	155b	3396.17	3565.98	3744.28	3931.49	4128.07	4334.47
			1567.46	1645.84	1728.13	1814.54	1905.26	2000.53
			40754.06	42791.76	44931.35	47177.92	49536.81	52013.65
			19.5933	20.5730	21.6016	22.6817	23.8158	25.0066
Police Corporal	PU	244	6698.93	7033.88	7385.57	7754.85	8142.59	8549.72
			3091.81	3246.41	3408.73	3579.16	3758.12	3946.03
			80387.18	84406.54	88626.87	93058.21	97711.12	102596.67
			38.6477	40.5801	42.6091	44.7395	46.9765	49.3253
Police Officer	PU	230	5907.90	6203.30	6513.46	6839.13	7181.09	7540.15
			2726.72	2863.06	3006.21	3156.52	3314.35	3480.07
			70894.81	74439.56	78161.53	82069.61	86173.09	90481.74
			34.0840	35.7882	37.5777	39.4565	41.4294	43.5008
Police Officer Recruit	PU	116	4278.31	4492.22	4716.84	4952.68	5200.31	5460.33
			1974.60	2073.33	2177.00	2285.85	2400.14	2520.15
			51339.70	53906.69	56602.02	59432.12	62403.73	65523.91
			24.6825	25.9167	27.2125	28.5731	30.0018	31.5019
Police Lieutenant	MM	315	9295.29	9760.06	10248.06	10760.46	11298.48	11863.41
			4290.13	4504.64	4729.87	4966.37	5214.69	5475.42
			111543.49	117120.67	122976.70	129125.54	135581.81	142360.90
			53.6267	56.3080	59.1234	62.0796	65.1836	68.4427
Police Sergeant	PU	295	7771.86	8160.45	8568.47	8996.90	9446.74	9919.08
			3587.01	3766.36	3954.68	4152.41	4360.04	4578.04
			93262.31	97925.43	102821.70	107962.78	113360.92	119028.97
			44.8377	47.0795	49.4335	51.9052	54.5004	57.2255
Project Accountant/Successor Agency Assistant	GU MU	240b	4370.84	4589.38	4818.85	5059.79	5312.78	5578.42
			2017.31	2118.18	2224.08	2335.29	2452.05	2574.66
			52450.07	55072.57	57826.20	60717.51	63753.39	66941.06
			25.2164	26.4772	27.8011	29.1911	30.6507	32.1832
Public Safety Communications Supervisor	PU	228	5077.71	5331.60	5598.18	5878.09	6171.99	6480.59
			2343.56	2460.74	2583.77	2712.96	2848.61	2991.04
			60932.56	63979.18	67178.14	70537.05	74063.90	77767.10
			29.2945	30.7592	32.2972	33.9120	35.6076	37.3880
Public Safety Dispatcher	PU	170	4132.93	4339.57	4556.55	4784.38	5023.60	5274.78
			1907.51	2002.88	2103.02	2208.18	2318.58	2434.51
			49595.13	52074.89	54678.63	57412.57	60283.19	63297.35
			23.8438	25.0360	26.2878	27.6022	28.9823	30.4314
Public Safety Records Supervisor	PU	227	5077.71	5331.60	5598.18	5878.09	6171.99	6480.59
			2343.56	2460.74	2583.77	2712.96	2848.61	2991.04
			60932.56	63979.18	67178.14	70537.05	74063.90	77767.10
			29.2945	30.7592	32.2972	33.9120	35.6076	37.3880
Public Works Director	DD	325	10755.85	11293.64	11858.32	12451.24	13073.80	13727.49
			4964.24	5212.45	5473.07	5746.72	6034.06	6335.76
			129070.16	135523.66	142299.85	149414.84	156885.58	164729.86
			62.0530	65.1556	68.4134	71.8341	75.4258	79.1970

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP  
SCHEDULE B-26 EFFECTIVE JANUARY 1, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Works Superintendent	MM	308b	7291.45	7656.02	8038.82	8440.77	8862.80	9305.94
			3365.28	3533.55	3710.23	3895.74	4090.52	4295.05
			87497.40	91872.28	96465.89	101289.18	106353.64	111671.32
			42.0661	44.1694	46.3778	48.6967	51.1316	53.6881
Recreation Coordinator	MU	186	3863.72	4056.91	4259.76	4472.74	4696.38	4931.20
			1783.26	1872.42	1966.04	2064.34	2167.56	2275.94
			46364.70	48682.93	51117.08	53672.93	56356.58	59174.41
			22.2907	23.4053	24.5755	25.8043	27.0945	28.4492
Recreation Leader	MU	118	<b>2860.00</b>	<b>3003.00</b>	<b>3153.15</b>	<b>3310.81</b>	<b>3476.35</b>	<b>3650.17</b>
			<b>1320.00</b>	<b>1386.00</b>	<b>1455.30</b>	<b>1528.07</b>	<b>1604.47</b>	<b>1684.69</b>
			<b>34320.00</b>	<b>36036.00</b>	<b>37837.80</b>	<b>39729.69</b>	<b>41716.17</b>	<b>43801.98</b>
			<b>16.5000</b>	<b>17.3250</b>	<b>18.1913</b>	<b>19.1008</b>	<b>20.0559</b>	<b>21.0586</b>
			<b>2929.33</b>	<b>3075.79</b>	<b>3229.58</b>	<b>3391.06</b>	<b>3560.61</b>	<b>3738.65</b>
			<b>1352.00</b>	<b>1419.60</b>	<b>1490.58</b>	<b>1565.11</b>	<b>1643.36</b>	<b>1725.53</b>
			<b>35151.92</b>	<b>36909.51</b>	<b>38754.99</b>	<b>40692.74</b>	<b>42727.37</b>	<b>44863.74</b>
			<b>16.9000</b>	<b>17.7450</b>	<b>18.6322</b>	<b>19.5638</b>	<b>20.5420</b>	<b>21.5691</b>
Recreation Supervisor	MM	301a	5303.52	5568.70	5847.13	6139.49	6446.46	6768.79
			2447.78	2570.17	2698.68	2833.61	2975.29	3124.06
			63642.26	66824.37	70165.59	73673.87	77357.56	81225.44
			30.5972	32.1271	33.7335	35.4201	37.1911	39.0507
Senior Planner	MM	303	6135.92	6442.71	6764.85	7103.09	7458.25	7831.16
			2831.96	2973.56	3122.24	3278.35	3442.27	3614.38
			73631.00	77312.55	81178.18	85237.09	89498.94	93973.89
			35.3995	37.1695	39.0280	40.9794	43.0283	45.1798
Sewer Division Supervisor	MM	260c	5705.66	5990.94	6290.49	6605.01	6935.26	7282.03
			2633.38	2765.05	2903.30	3048.47	3200.89	3360.94
			68467.90	71891.30	75485.86	79260.15	83223.16	87384.32
			32.9173	34.5631	36.2913	38.1058	40.0111	42.0117
Sewer Maintenance Worker I	MU	180b	3519.34	3695.31	3880.07	4074.08	4277.78	4491.67
			1624.31	1705.53	1790.80	1880.34	1974.36	2073.08
			42232.07	44343.67	46560.86	48888.90	51333.35	53900.01
			20.3039	21.3191	22.3850	23.5043	24.6795	25.9135
Sewer Maintenance Worker II	MU	205b	3872.91	4066.55	4269.88	4483.38	4707.54	4942.92
			1787.50	1876.87	1970.71	2069.25	2172.71	2281.35
			46474.90	48798.64	51238.57	53800.50	56490.53	59315.05
			22.3437	23.4609	24.6339	25.8656	27.1589	28.5169
Streets and Parks Division Supervisor	MM	260d	5705.66	5990.94	6290.49	6605.01	6935.26	7282.03
			2633.38	2765.05	2903.30	3048.47	3200.89	3360.94
			68467.90	71891.30	75485.86	79260.15	83223.16	87384.32
			32.9173	34.5631	36.2913	38.1058	40.0111	42.0117
Streets Maintenance Worker I	MU	165e	3362.42	3530.55	3707.07	3892.43	4087.05	4291.40
			1551.89	1629.48	1710.96	1796.50	1886.33	1980.65
			40349.09	42366.54	44484.87	46709.11	49044.57	51496.80
			19.3986	20.3685	21.3870	22.4563	23.5791	24.7581
Streets Maintenance Worker II	MU	190c	3686.68	3871.01	4064.56	4267.79	4481.18	4705.24
			1701.54	1786.62	1875.95	1969.75	2068.24	2171.65
			44240.10	46452.11	48774.71	51213.45	53774.12	56462.83
			21.2693	22.3327	23.4494	24.6219	25.8529	27.1456
Systems Technician	MU	232	4657.15	4890.01	5134.51	5391.23	5660.80	5943.84
			2149.45	2256.93	2369.77	2488.26	2612.68	2743.31
			55885.81	58680.11	61614.11	64694.82	67929.56	71326.03
			26.8682	28.2116	29.6222	31.1033	32.6584	34.2914
Water Division Supervisor	MM	260e	5705.66	5990.94	6290.49	6605.01	6935.26	7282.03
			2633.38	2765.05	2903.30	3048.47	3200.89	3360.94
			68467.90	71891.30	75485.86	79260.15	83223.16	87384.32
			32.9173	34.5631	36.2913	38.1058	40.0111	42.0117
Water Systems Operator I	MU	180c	3519.34	3695.31	3880.07	4074.08	4277.78	4491.67
			1624.31	1705.53	1790.80	1880.34	1974.36	2073.08
			42232.07	44343.67	46560.86	48888.90	51333.35	53900.01
			20.3039	21.3191	22.3850	23.5043	24.6795	25.9135
Water Systems Operator II	MU	205c	3872.91	4066.55	4269.88	4483.38	4707.54	4942.92
			1787.50	1876.87	1970.71	2069.25	2172.71	2281.35
			46474.90	48798.64	51238.57	53800.50	56490.53	59315.05
			22.3437	23.4609	24.6339	25.8656	27.1589	28.5169

**SALARY SCHEDULE BY MONTHLY/BI-WEEKLY/ANNUAL/HOURLY RATES PER STEP  
SCHEDULE B-26 EFFECTIVE JANUARY 1, 2026**

	Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Water Systems Pump Operator	MU	229	4830.16	5071.66	5325.25	5591.51	5871.08	6164.64
			2229.30	2340.77	2457.81	2580.70	2709.73	2845.22
			57961.86	60859.96	63902.95	67098.10	70453.01	73975.66
			27.87	29.26	30.72	32.26	33.87	35.57

**Seasonal/Temporary Employees:**

**HOURLY RATES**

Finance Analyst - Special Projects	TL	063	65.00					
Reserve Police Officer	TL	053	22.00					
Reserve Firefighter	TL	051	16.50	16.90				
Reserve Firefighter (OES Specl Assig)	TL	099	Minimum hourly rate as defined by CAL OES, at <a href="http://www.caloes.ca.gov">www.caloes.ca.gov</a> .					

CLASS Key:

EM - Executive Management

DD - Department Director

MM - Mid Management

CL - Confidential/Unrepresented

PU - Police Unit

MU - Miscellaneous Unit

**CU - Clerical Unit**

SE - Seasonal Employee

TL - Temporary/Limited Service

**Note: Any temporary or seasonal employee appointed to a classification on this schedule is not guaranteed the hourly rate listed. The City Manager, at his/her sole discretion, may appoint at a lower hourly rate so long as the hour rate is equal to the mandatory minimum wage rate.**

Adopted by City Council Resolution No. XXXX-25  
Dated December 8, 2025



## SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Chair and Board of Directors of the Atwater Housing Successor

**FROM:** Anna Nicholas, Finance Director

**PREPARED BY:** Julia Coronado

**SUBJECT:** **Adopting the Recognized Obligation Payment Schedule 26-27 for the July 1, 2026 through June 30, 2027 period and adopting the Administrative Budget for Fiscal Year 2026-27** (Treasurer of the Successor Agency Nicholas)

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### **RECOMMENDED COUNCIL ACTION**

Adoption of SA No. 2025-2 adopting the Recognized Obligation Payment Schedule 26-27 for the July 1, 2026 through June 30, 2027 period and adopting the Administrative Budget for Fiscal Year 2026-27.

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

California redevelopment agencies were dissolved statewide as of February 1, 2012. The City of Atwater ("City") is acting as the Successor Agency to the Atwater Redevelopment Agency ("Successor Agency") to manage and curtail the operation of the dissolved Atwater Redevelopment Agency ("Redevelopment Agency").

State law requires the Successor Agency to prepare an annual Recognized Obligation Payment Schedule ("ROPS") setting forth the Successor Agency's payment obligations for the following fiscal year. The ROPS is being presented to the Successor Agency Board for its consideration. The ROPS must be approved to receive funding for payment obligations each fiscal year.

#### **Recognized Obligation Payment Schedule**

Health and Safety Code ("HSC") Section 34177(l) requires the Successor Agency to prepare a ROPS showing all the obligations of the former Redevelopment Agency and the sources of funds for repaying obligations. This ROPS, covering the period July 1, 2026 through June 30, 2027 ("ROPS 26-27"), must be approved by the Countywide Oversight Board for the County of Merced ("Oversight Board") and sent to the California State Department of Finance ("DOF"), State Controller's Office, and the County Auditor-Controller no later than February 1, 2026. The Successor Agency may face a fine of \$10,000 per day for ROPS submitted after this deadline.

The Successor Agency requests a total of \$80,500 for obligations in Fiscal Year 2026-27. The obligations listed on the ROPS include funding for the following:

- Contracts for bond administration and disclosure services (\$3,500); and
- Successor Agency Employee Costs - Administrative Costs (\$77,000).

#### Administrative Budget

HSC Section 34177(j) requires the Successor Agency to prepare an Administrative Budget and submit it to the Oversight Board for approval. Per HSC Section 34177, each successor agency is limited to an administrative cost allowance of the greater of \$250,000 or 3% of its approved non-administrative obligations in the previous ROPS year. The Successor Agency anticipates needing \$77,000 of the \$250,000 minimum annual administration allocation described in HSC Section 34171 (b), as shown in the attached Administrative Budget. The Administrative Budget is necessary to wind down and dissolve the Successor Agency after the final obligation is paid in FY 2026-27.

#### Cash Balances

The Report of Cash Balances in the current ROPS represents the Successor Agency's cash balance as of June 30, 2024, as well as the inflow and outflow of funds during Fiscal Year 2023-24. Funds are being spent in a timely manner and are consistent with the approvals of the previous, local Oversight Board and DOF. The Cash Balances page helps the Successor Agency to identify other funds available to spend on enforceable obligations.

#### ROPS 23-24 Prior Period Adjustment

As required by HSC Section 34186 (c), the Successor Agency prepared a reconciliation between approved and actual payments on enforceable obligations from the ROPS covering Fiscal Year 2023-24 and submitted this reconciliation to the CAC prior to October 1, 2025. The reconciliation showed a difference of \$29,703 between approved and actual expenditures that will be applied to ROPS 26-27 obligations.

#### Successor Agency Wind Down after FY 2026-27

The Successor Agency will pay the final bond payment in June 2026. The final continuing disclosure report will be completed in 26-27. After paying the final obligation, the Successor Agency will follow procedures to dissolve pursuant to HSC Section 34187(b). The Administrative budget will fund dissolution activities, which includes submitting a request to dissolve to the Oversight Board within 30 days of paying the Successor Agency's final obligation, obtaining approval from the Oversight Board, notifying DOF and obtaining DOF approval, disposing of all remaining assets, verifying eligibility for dissolution, adopting a resolution of dissolution, and distributing the resolution to the necessary parties.

**II. FISCAL IMPACTS:**

Adoption and transmittal of the ROPS are necessary to pay \$80,500 in Successor Agency financial obligations from July 1, 2026 through June 30, 2027.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

This item is consistent with goal number one (1) of the City's 2026-2030 Strategic Plan: Ensure Financial Solvency.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item was coordinated between the Project Accountant/Redevelopment Assistant and the Finance Director.

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

**IX. STEPS FOLLOWING APPROVAL:**

The Steps following approval will include submitting the ROPS and Administrative Budget to the Oversight Board for agenda consideration.

Submitted by:



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Anna Nicholas, Finance Director

Approved by:



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Chris Hoem, City Manager

Attachments:

1. 02 Atwater ROPS 26-27 and Admin Budget Successor Agency Resolution
2. Atwater Draft ROPS 26-27 11-20-25
3. Copy of Atwater Administrative Budget FY 26-27



## SUCCESSOR AGENCY TO THE ATWATER REDVELOPMENT AGENCY

### RESOLUTION NO. SA 2025-X

#### A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ATWATER REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2026-27 FOR JULY 2026 THROUGH JUNE 2027 AND APPROVING THE SUCCESSOR AGENCY'S PROPOSED ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2026-27

**WHEREAS**, the City of Atwater elected to serve as the Successor Agency to the former Atwater Redevelopment Agency ("Successor Agency") pursuant to Assembly Bill x1 26, Assembly Bill 1484, and Senate Bill 107 (collectively the "Dissolution Act") as codified in the California Health & Safety Code ("HSC"); and

**WHEREAS**, among the duties of successor agencies under the Dissolution Act is the preparation of a Recognized Obligation Payment Schedule ("ROPS") for the ensuing two six-month periods for consideration by a local oversight board and the California Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

**WHEREAS**, the Dissolution Law requires that the proposed ROPS be transmitted to the countywide oversight board for its approval and subsequently transmitted to the county auditor-controller, State Controller's Office, and DOF for their consideration; and

**WHEREAS**, the proposed ROPS 26-27 for Fiscal Year 2026-27, attached hereto as Exhibit "A", has been prepared and is consistent with the provisions of the Dissolution Law and in the format made available by DOF; and

**WHEREAS**, HSC Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget and submit it to the Countywide Oversight Board for the County of Merced ("Oversight Board") for approval; and

**WHEREAS**, the Successor Agency's proposed Fiscal Year 2026-27 Administrative Budget for the period from July 1, 2026 to June 30, 2027 has been reviewed, and by this

Resolution the Successor Agency desires to approve such Administrative Budget and authorize submittal thereof to the Oversight Board for its review and approval; and

**WHEREAS**, the Oversight Board will review the 2026-27 ROPS and Administrative Budget on January 22, 2026; and

**WHEREAS**, the Successor Agency desires to approve the ROPS and transmit it to various parties as required by the Dissolution Law.

**NOW, THEREFORE**, the Successor Agency to the Atwater Redevelopment Agency does hereby resolve as follows:

**Section 1. Recitals.**

The Recitals set forth above are true and correct and incorporated herein by reference.

**Section 2. Approval of ROPS 26-27.**

The Successor Agency hereby approves and adopts the ROPS 26-27 covering the period of July 1, 2026 through June 30, 2027, in substantially the form attached hereto as Exhibit A, as required by the Dissolution Law. The Successor Agency also accepts administrative revisions made to the ROPS 26-27 in order to enable the Successor Agency to submit the ROPS 26-27 to DOF by the deadline of February 1, 2026.

**Section 3. Approval of Successor Agency Fiscal Year 2026-27 Administrative Budget.**

Pursuant to the Dissolution Law, the Successor Agency approves the Fiscal Year 2026-27 Administrative Budget for the period July 1, 2026 to June 30, 2027 submitted herewith as Exhibit B, which is incorporated herein by this reference.

**Section 4. Posting; Transmittal of ROPS to Appropriate Agencies.**

The City Manager is hereby authorized and directed to post a copy of the ROPS on the City's website and transmit a copy of the ROPS to the offices of the Merced County Auditor-Controller, the California State Controller's Office, and the State of California Department of Finance upon the Oversight Board's approval.

The foregoing resolution is hereby adopted this 8<sup>th</sup> day of December, 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**

**EXHIBIT A**

**RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF  
JULY 1, 2026 TO JUNE 30, 2027**

**EXHIBIT B**

**SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR THE PERIOD OF  
JULY 1, 2026 TO JUNE 30, 2027**

**Recognized Obligation Payment Schedule (ROPS 26-27) - Summary**  
**Filed for the July 1, 2026 through June 30, 2027 Period**

**Successor Agency:** Atwater  
**County:** Merced

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>26-27A Total (July - December)</b>	<b>26-27B Total (January - June)</b>	<b>ROPS 26-27 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	\$ 77,000	\$ -	\$ 77,000
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	77,000	-	77,000
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	\$ 3,500	\$ -	\$ 3,500
F RPTTF	3,500	-	3,500
G Administrative RPTTF	-	-	-
<b>H Current Period Enforceable Obligations (A+E)</b>	\$ 80,500	\$ -	\$ 80,500

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

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

/s/ \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Atwater**  
**Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail**  
**July 1, 2026 through June 30, 2027**

A	B	C	D	E	F	G	H	I	J	K	N	O	Q	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)		26-27A Total	
											Fund Sources			
											Other Funds	RPTTF		
								\$80,500		\$80,500	\$77,000	\$3,500	\$80,500	
5	Contract for bond administration	Fees	07/01/2007	07/01/2027	Bank of New York Mellon Trust Company	Professional services	Atwater Downtown Redevelopment Project Area	-	N	\$-	-	-	\$-	
7	Contract for disclosure services	Fees	07/01/2012	06/30/2026	A.M. Peche & Associates	Professional services	Atwater Downtown Redevelopment Project Area	3,500	N	\$3,500	-	3,500	\$3,500	
12	Successor Agency Employee Costs	Admin Costs	01/01/2011	06/01/2026	City of Atwater	Administrative Costs	Atwater Downtown Redevelopment Project Area	77,000	N	\$77,000	77,000	-	\$77,000	
15	2017 TARB Series A	Refunding Bonds Issued After 6/27/12	09/01/2017	06/01/2026	Bank of New York Mellon Trust Company	Refunding of 1998 & 2007 Bonds	Atwater Downtown Redevelopment Project Area	-	N	\$-	-	-	\$-	

**Atwater**  
**Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances**  
**July 1, 2023 through June 30, 2024**  
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)</b>		<b>Fund Sources</b>				<b>Comments</b>	
		<b>Bond Proceeds</b>	<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
<b>1</b>	<b>Beginning Available Cash Balance (Actual 07/01/23)</b> RPTTF amount should exclude "A" period distribution amount.				368,464	71,127	F: Other Funds retained for ROPS 24-25 (\$348,380). G: 20-21 (\$9,335), 21-22 (\$36,767), and 22-23 (25,025)
<b>2</b>	<b>Revenue/Income (Actual 06/30/24)</b> RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller				72,126	1,107,490	F: Other Funds revenue Funds 3064 and 3067 G: RPTTF Distributed ROPS 23-24
<b>3</b>	<b>Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)</b>				-	1,087,122	Matches PPA 23-24
<b>4</b>	<b>Retention of Available Cash Balance (Actual 06/30/24)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				348,380	61,792	F: Other funds retained for ROPS 24-25 (\$348,380) G: 21-22 and 22-23 PPA
<b>5</b>	<b>ROPS 23-24 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			29,703	G: PPA 23-24
<b>6</b>	<b>Ending Actual Available Cash Balance (06/30/24)</b> <b>C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)</b>	\$-	\$-	\$-	<b>\$92,210</b>	\$-	

**Atwater**

**Recognized Obligation Payment Schedule (ROPS 26-27) - Notes**  
**July 1, 2026 through June 30, 2027**

<b>Item #</b>	<b>Notes/Comments</b>
5	
7	
12	
15	

## Atwater Successor Agency 2026-27 Administrative Budget

<b>FY 2026-27 Administrative Activities</b>		
County Auditor Controller correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel	
County Oversight Board correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel	
State correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel	
Prepare ROPS	Successor Agency Staff, RSG, Legal Counsel	
Prepare admin budget	Successor Agency Staff, RSG, Legal Counsel	
Management of dissolution activities	Successor Agency Staff, RSG, Legal Counsel	
Annual Audit	Badawi & Associates	
Manage/monitor finances	Successor Agency Staff, RSG	
Prepare staff reports and resolutions	Successor Agency Staff, RSG	
<b>Successor Agency Administrative Budget</b>		<b>Description</b>
		<b>Total</b>
Successor Agency Staff Costs	Salaries, Wages, Benefits	29,422
RSG, Inc.	Advisory Services (ROPS Preparation, Legislative Guidance, Property Disposition, Cash Flow Projections, State/County Correspondence, Meeting Attendance, etc.)	20,000
Badawi & Associates	Audit Services	10,000
Union Pacific Railroad	Landscaping Lease	2,000
Successor Agency Legal Counsel	Legal Services	15,000
<b>Grand Total</b>		<b>76,422</b>





## **CITY COUNCIL AGENDA REPORT**

### **CITY COUNCIL**

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

**FROM:** Richard McEachin, Police Chief

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

**SUBJECT:** **Waive the First Reading, by Title only, and Introduce an Ordinance Amending section 8.32.050 (c)(2) of the Atwater Municipal Code to allow for notification to the property owner of Notice and Order to Abate (Police Chief McEachin)**

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### **RECOMMENDED COUNCIL ACTION**

Waive the First Reading by Title Only, and introduce Ordinance No. CS 1080 amending section 8.32.050(c)(2) of the Atwater Municipal Code to add a provision allowing for the notification of a Notice and Order to Abate via the property owner's address on file with the City.

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

The City of Atwater Code Enforcement division frequently sends out notifications alerting property owners of conditions on their property that are in violation of the Atwater Municipal Code. At times, these include properties where the owner does not receive mail at the actual property address that is in violation. This amendment will allow for the notification via the address on file with the City of Atwater for utility billings or to any other address of the owner known to the City. It benefits the City because the notices will be delivered to the appropriate person who can then take action to rectify the issue. It also benefits the property owner because they will be made aware that there are issues with their property that need attention.

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

There is no fiscal impact associated with this proposed amendment.

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

This item has been reviewed by the City Attorney.

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

The existing Code section only allows for the notice to be sent to the property owner at the "address shown on the last equalized assessment roll."

**V. ALTERNATIVES:**

None.

**VI. INTERDEPARTMENTAL COORDINATION:**

This item was reviewed by all relevant departments.

**VII. PUBLIC PARTICIPATION:**

The public will have an opportunity to speak before City Council action.

**VIII. ENVIRONMENTAL REVIEW:**

This item is exempt under the provisions of the California Environmental Quality Control Act.

**IX. STEPS FOLLOWING APPROVAL:**

If approved, the municipal code will be amended and published with the approved changes.

Submitted by:



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Richard McEachin, Police Chief

Approved by:



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Chris Hoem, City Manager

Attachments:

1. Ordinance No. CS 1080 (1)
2. Exhibit A - 8.32.050(c)(2) proposed amendment
3. Exhibit B - 8.32.050(c)(2) current version



## CITY COUNCIL OF THE CITY OF ATWATER

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**ORDINANCE NO. CS XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF ATWATER AMENDING CHAPTER  
8.32.050 OF THE ATWATER MUNICIPAL CODE  
TO BROADEN THE ABILITY TO CONTACT THE  
OWNER OF A PROPERTY THAT IS UNDER  
ABATEMENT**

**NOW THEREFORE**, be it ordained by the City Council of the City of Atwater as follows:

**SECTION 1: AMENDMENT TO THE MUNICIPAL CODE** Chapter 8.32.05, Notice and Order to Abate, is hereby amended as follows:

C. Service of the Notice to Abate may be made in the following manner:

1. By personal service; or
2. By certified mail with return receipt requested, to the owner of the property at the address shown on the last equalized assessment roll. **Additionally, the Notice and Order to Abate may be served on the owner by certified mail with return receipt requested, to the address contained in the records of the City of Atwater for utility billings or to any other address of the owner known to the enforcing officer, if such address is different than that listed on the last equalized assessment roll.**

**SECTION 2, VALIDITY:** If any section, subsection, sentence, clause, word or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, words or phrases be declared invalid or unconstitutional.

**SECTION 3, ENACTMENT:** This ordinance shall take effect and be in force thirty (30) days after the date of its passage and the City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published in a Newspaper of General Circulation within fifteen (15) days from the adoption hereof, together with the names of the members of the City Council voting for and against the same.

**INTRODUCED:**

**ADOPTED:**

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**

8.32.050 - Notice and Order to Abate.

B. The City Manager, or designee, shall cause the Notice and Order to Abate to be served on the owner(s) of the property as shown on the last equalized assessment roll.

C. Service of the Notice and Order to Abate may be made in the following manner:

1. By personal service; or

2. By certified mail with return receipt requested, to the owner of the property at the address shown on the last equalized assessment roll. Additionally, the Notice and Order to Abate may be served on the owner by certified mail with return receipt requested, to the address contained in the records of the City of Atwater for utility billings or to any other address of the owner known to the enforcing officer, if such address is different than that listed on the last equalized assessment roll.

D. Should the service by certified mail, return receipt be returned as "refused or unclaimed," service may be made by posting a copy of the Notice and Order to Abate prominently and conspicuously upon the property where the nuisance exists and mailing a copy of the notice by regular U.S. mail to the owner.

E. When service of the Notice and Order to Abate is made by personal service, or posting, proof of service shall be certified to the time of service by written declaration. When service is made via certified mail, the card returned in acknowledgment of receipt shall be affixed to a copy of the Notice and Order retained by the City Manager, or designee. The failure of any person to receive the certified notice does not affect the validity of any proceedings taken under this chapter.

(Ord. CS 401, 1980; Ord. CS 785, 10-9-2000; Ord. CS 788, 1-8-2001; Ord. CS 802, 6-24-2002; Ord. CS 923, §§ 5, 6, 10-24-2011)

8.32.050 - Notice and Order to Abate.

B. The City Manager, or designee, shall cause the Notice and Order to Abate to be served on the owner(s) of the property as shown on the last equalized assessment roll.

C. Service of the Notice and Order to Abate may be made in the following manner:

1. By personal service; or

2. By certified mail with return receipt requested, to the owner of the property at the address shown on the last equalized assessment roll.

D. Should the service by certified mail, return receipt be returned as "refused or unclaimed," service may be made by posting a copy of the Notice and Order to Abate prominently and conspicuously upon the property where the nuisance exists and mailing a copy of the notice by regular U.S. mail to the owner.

E. When service of the Notice and Order to Abate is made by personal service, or posting, proof of service shall be certified to the time of service by written declaration. When service is made via certified mail, the card returned in acknowledgment of receipt shall be affixed to a copy of the Notice and Order retained by the City Manager, or designee. The failure of any person to receive the certified notice does not affect the validity of any proceedings taken under this chapter.

(Ord. CS 401, 1980; Ord. CS 785, 10-9-2000; Ord. CS 788, 1-8-2001; Ord. CS 802, 6-24-2002; Ord. CS 923, §§ 5, 6, 10-24-2011)



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

**FROM:** Anna Nicholas, Finance Director

**PREPARED BY:** Anna Nicholas, Finance Director

**SUBJECT:** **Approving a Correction to Lease Purchase Agreement for Kenwood Portable Radios** (Police Chief McEachin)

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### **RECOMMENDED COUNCIL ACTION**

Approves a correction to the Lease-Purchase Agreement (Purchase Order) for the purchase of Kenwood portable radios to reflect the full principal and interest amount for the term of the purchase, and authorizes the City Manager to execute the corrected Agreement (Purchase Order) on behalf of the City.

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

On May 13, 2024, the City Council accepted a qualified bid and approved a Purchase Agreement with Cooks Communication of Fresno, California, for the lease purchase of fifty (50) new portable radios for the Police Department at an amount "not to exceed \$176,009.17", and "yearly lease payments of \$38,380.79", per the staff report. The interest amount of \$27,068.11 to lease the new portable radios was not included in the fiscal impact section, or clearly stated in the staff report. This item is to provide clarity; to obtain approval for the full agreement amount; and to have a proper historical record of the approved agreement and respective agreement amount.

#### A summary of the Purchase Agreement amount:

The purchase price per Quote No. 14869 was \$176,007.17. Per Option 1 of the Community Leasing Agreement, a down payment was made in the amount of \$17,000 (Invoice No. 63110, check issued 7/8/2024). This left the principal balance to finance in the amount of \$159,007.17, and the interest portion \$27,068.11, equaling a total payable of \$186,075.28. Commencing on 7/15/2025 through 7/15/2028, 4 equal installment payments in the amount of \$46,518.82 are to be paid. The interest portion was inadvertently omitted from the May 13, 2024, staff report and subsequently regarded by staff. Supplemental documentation can be found in Exhibit 'A' attached.

There is no budget amendment needed for the Fiscal Year (FY) 2025-26 budget, as the FY 2025-26 amount was included in the planned operating budget.

**II. FISCAL IMPACTS:**

The Purchase Agreement lease purchase annual payments for the 50 Kenwood portable radios is funded through Public Safety-Police-Rents & Leases, 0004-2021-3034. There is no budget amendment needed for this item as the full annual amount has been appropriated.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

This item supports Strategic Plan Objective 1: Ensure Financial Solvency

**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 not a project under the California Environmental Quality Act (CEQA); therefore, there is no Environmental Review required.

**IX. STEPS FOLLOWING APPROVAL:**

Submitted by:



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Anna Nicholas, Finance Director  
Approved by:



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Chris Hoem, City Manager

Attachments:

1. Exhibit 'A' cc agenda packet 12082025



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** May 13, 2024

**TO:** Mayor and City Council

**FROM:** Michael Salvador, Police Chief

**PREPARED BY:** Michael Salvador, Police Chief

**SUBJECT:** Accepting the Qualified Bid, Authorizing and Approving a Purchase Agreement (Purchase Order) with Cooks Communications of Fresno for the lease purchase of Fifty (50) New Kenwood Portable Radios (Police Chief Salvador)

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### RECOMMENDED COUNCIL ACTION

Accepts qualified bid, authorizes and approves a Purchase Agreement (Purchase Order) with Cooks Communications of Fresno, California, for the lease purchase of Fifty (50) new portable radios in an amount not to exceed \$176,009.17; and authorizes and directs the Interim City Manager, or designee, to execute the purchase on behalf of the City.

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

At the regular City Council meeting on March 11, 2024, the City Council approved the issuance of Bid Call 727-24 for the purchase of fifty (50) portable radios for the Police Department. This bid call was transmitted to potential bidders pursuant to the city's purchasing manual. On April 11th, 2024, a public bid opening was held for Bid Call 727-24 and the City received two responsive bids. Cooks Communications of Fresno, CA and Motorola Solutions.

After analysis of the submitted packages, Quote #14869, submitted by Cooks Communications out of Fresno, provides a comprehensive cost-effective solution to replace the Department's aging portable radios. As part of the bid package, the bidders were required to submit lease purchase options for the equipment. After an analysis of the lease terms, staff recommended a 5-year lease with a 10% down payment as the most cost-effective solution to acquire the equipment.

Staff requests the City Council accept the bid and authorize the execution of a lease purchase agreement with Cooks Communications of Fresno Ca., Community Leasing Partners of Kansas for the 5-year lease purchase of fifty (50) Kenwood Portable Radios that match the specification in Bid Call 727-24, for an amount not to exceed \$176,007.17.

**II. FISCAL IMPACTS:**

There are sufficient resources in the approved Fiscal Year 2023-24 operating budget to make the down payment from the following account:

Public Safety Transactions and Use Tax, Police Department Administration-Communications: 0004-2021-6021. After this payment, the yearly lease payments of \$38,380.79 will commence in July 2025 and continue on a yearly basis until July 2030. See the attached proposed lease agreement (Exhibit A)

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

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

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

The Police Department will coordinate with the City Manager and Finance Department to execute the Purchase Order.

**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 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:**

The Police Department will coordinate with the Administration and Finance Department to execute the Purchase Order.

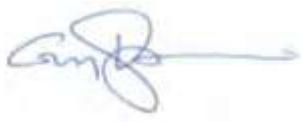
Submitted by:



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Michael Salvador, Police Chief

Approved by:



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Greg Thompson, Interim City Manager

Attachments:

1. Cooks Communications Quote# 14869 (Exhibit A)



**Bid Call No.727-24  
Bid Deadline: 4/11/2024**

Quote #14869 – Amount \$176,007.17 is for a Multi band radio, that only has the 800Mhz license active. This radio is capable of activating a license for the VHF, and UHF band at a to be determined future date.



160 North Broadway  
Fresno, CA 93701-1592

# Quote

Customer No.: ATWATERPD  
Quote No.: 14869

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Atwater Police Dept**

750 Bellevue Road  
Accounts Payable  
Atwater, CA 95301

Phone: (209) 357-6298  
Fax: (209) 357-9822

Ship To: **City of Atwater Police Dept**

750 Bellevue Road  
Chief Pietro  
Atwater, CA 95301

Phone:  
Email: [msalvador@atwater.org](mailto:msalvador@atwater.org)

Date	Ship Via	F.O.B.	Terms
04/01/24	Deliver	Origin	Net 30
Purchase Order Number		Sales Person	Expiration Date
		Paul Lambert	05/01/24

Quantity Required	Item Number	Description	Unit Price	Amount
50	VP8000BKF2	EFJ Multi Band Portable VL-8000 Stock Radio No Bands or Features	1718.50	85925.00
50	832VP8000-7800	EFJ VP8000 License Key 7/800MHz	500.00	25000.00
50	KRA-47MB	EFJ Wide Band Antenna 136-870MHZ, VP8000	73.50	3675.00
50	KNB-L11X	Kenwood Lion Battery 3400mah	153.47	7673.50
50	KSC-52AK	Rapid Rate Single Unit Charger for KNB-L11X High Capacity Battery	64.61	3230.50
62	KSC-52PAW	Charger pocket A, KSC-52/526, KNB-L11, VP-T Compatible with VP6000	7.56	468.72
2	KSC-526K	Kenwood Multi-Unit Charger 6 Unit Charger Base (Old P/N KSC-256AK)	575.00	1150.00
50	8322000002	KW P25 Conventional Option	290.50	14525.00
50	8322000005	Kenwood Viking Option P25 Phase 1 Trunking	101.50	5075.00
50	8322000006	P25 Phase 2 TDMA Viking	332.50	16625.00
50	8322000104	Kenwood Viking Option SmartNet II/SmartZone	0.00	0.00
50	8326000006	KW 1024 CH option	0.00	0.00
50	8323000001	Single Key DES-OFB	0.00	0.00
50	8323000005	KW ARC4(ADP) Encryption Option	0.00	0.00
50	8323000006	Multi Key Disable	0.00	0.00
50	8326000039	EFJ Wifi Option	0.00	0.00
50	8326000025	EFJ Bluetooth Option	0.00	0.00

Thank You



160 North Broadway  
Fresno, CA 93701-1592

# Quote

Customer No.: ATWATERPD  
Quote No.: 14869

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Atwater Police Dept**

750 Bellevue Road  
Accounts Payable  
Atwater, CA 95301

Phone: (209) 357-6298  
Fax: (209) 357-9822

Ship To: **City of Atwater Police Dept**

750 Bellevue Road  
Chief Pietro  
Atwater, CA 95301

Date	Ship Via	F.O.B.	Terms
Purchase Order Number	Deliver	Origin	Net 30
04/01/24		Sales Person	Expiration Date
		Paul Lambert	05/01/24
Quantity Required	Item Number	Description	Unit Price
50	8326000033	EFJ Bluetooth Low Energy Option	0.00
50	8326000015	EFJ 25KHz Disabled Option **Delivery before 90 days**	0.00
		Subtotal Sales tax @ 7.75000%	163347.72 12659.45
		Total	176007.17

We appreciate your continued patronage

Thank You

# VP8000

## Multi-Band · Multi-Protocol Mission Critical Portable Radio

The KENWOOD Viking 8000 series Multi-Band, Multi-Protocol portable is specifically designed for today's public safety agencies with advanced features and ergonomics to meet the first responder's mission critical operational needs.

### Features

- Multi-Band operation (VHF, UHF, 700/800 MHz)
- Multi-Protocol
  - P25 Phase 1 & 2 Trunking
  - P25 Conventional
  - DMR<sup>1</sup>
  - Viking16 (SmartNet/SmartZone<sup>™</sup> Compatible)
  - FM Analog
- Mixed protocol zones (each channel in a zone can be from a different system)
- 1024 channels (2048 & 4096 options)
- Public safety ergonomics: Flare grip for control, large glove friendly knobs, large emergency button
- 3-Watt audio maximum output for high noise environments
- Voice annunciation & custom announcement creation
- Fully ruggedized - IP67/68 & MIL-STD-810 C/D/E/F/G/H
- Full key models (with numeric keypad)
- Built-in GPS receiver/antenna for enhanced awareness
- MDC-1200 & GE-Star signaling
- P25 Authentication
- Bluetooth<sup>®</sup> / Bluetooth Low Energy
- Wi-Fi<sup>®</sup> 2.4 & 5 GHz (802.11a/b/g/n/ac)
- Man Down
- Instant Recording Replay (IRR) and Voice Recording
- Text Messaging
- Radio Cloning
- FIRESafe<sup>®</sup> Fire Ground Commander and First Responder
- Encryption
  - ARC4<sup>™</sup> software encryption; compatible with Motorola ADP<sup>™</sup>
  - P25/TIA defined: AES-256
  - DES-OFB
  - Over-the-Air-Rekeying (OTAR)



### User Selectable Color Themes

- Large full-color top LCD
- Multi-line text on both front and top displays
- Top flip display changes text orientation for viewing while in holster
- Multiple visual indicators including battery health & signal strength
- Day & night user selectable display options (8 themes available)



### Accessories

Complete line of accessories including microphones, speakers & antennas.  
Download the accessory catalog here:  
<https://info.efjohnson.com/viking-accessory-catalog/>



We combine P25 design expertise with recognized quality & reliability along with advanced technology to make KENWOOD Viking radios simple to use & maintain.



#### Perpetual Software Licensing

Adds greater value to your radios by extending the life of the software into your next hardware platform — you own the software option forever, and your licenses are simple to manage with our cloud-based tool — Vault<sup>™</sup>.



#### Armada<sup>®</sup> Fleet Management

Update radios in a group rather than one at a time. One template programs both portables & mobiles. Supports either direct computer connection or Over-the-Air Programming (OTAP). Elite Battery Management enables wireless tracking of battery fleet.



#### TrueVoice<sup>™</sup> Noise Cancellation

Software-based noise cancellation automatically filters out noise source frequencies and eliminates the need for extra configuration. Works in analog or digital mode and with any accessory.

# VP8000 Portable Specifications

General		VHF	UHF	700/800 MHz
Frequency Ranges (FCC ID K44515000)		136-174 MHz	380-520 MHz	RX: 763-776, 851-870 MHz TX: 763-776, 793-806, 806-825, 851-870 MHz
Channel Spacing	Analog	12.5/15/20/25 <sup>2</sup> /30 <sup>2</sup> kHz	12.5/25 <sup>2</sup> kHz	12.5/25 kHz
	Digital	12.5 kHz	12.5 kHz	12.5 kHz
Frequency Stability	±1.0 ppm -22 °F to +140 °F (-30 °C to +60 °C) [+77 °F Reference (+25 °C)]			
Maximum Channels or Talkgroups	1024 (2048 and 4096 options)			
Number of Zones	255			
Maximum Channels Per Zone	255			
Power Supply	7.5 V DC ±20%			
Operating Temperature	-22 °F to +140 °F (-30 °C to +60 °C)			
Case	Reinforced polycarbonate plastic - black or high visibility (additional fee)			
Dimensions (radio with battery)	KNB-L2 (2600 mAh)	3.04/2.28 x 5.91 x 1.73 in. (77.3/58.0 x 150.0 x 44.0 mm) [W(Top/Bottom) x H x D, projections not included]		
	KNB-L3 (3400 mAh)	3.04/2.28 x 5.91 x 1.94 in. (77.3/58.0 x 150.0 x 49.4 mm) [W(Top/Bottom) x H x D, projections not included]		
	KNB-L11 (3900 mAh)	3.04/2.28 x 5.91 x 2.02 in. (77.3/58.0 x 150.0 x 51.4 mm) [W(Top/Bottom) x H x D, projections not included]		
Weight (radio with battery)	KNB-L2 (2600 mAh)	18.7 oz (530.0 g)		
	KNB-L3 (3400 mAh)	20.2 oz (574.0 g)		
	KNB-L11 (3900 mAh)	20.7 oz (586.0 g)		
Receiver	VHF	UHF	700/800 MHz	
Sensitivity	P25 Digital (5% BER)	-122 dBm (0.178 µV)	-121 dBm (0.199 µV)	-120 dBm (0.224 µV)
	Analog (12 dB SINAD) @ 12.5 kHz	-122 dBm (0.178 µV)	-121 dBm (0.199 µV)	-120 dBm (0.224 µV)
Selectivity	P25 Digital	62 dB		
	Analog @ 12.5 kHz	75 dB	71 dB	65 dB
	Analog @ 25 kHz	78 dB	75 dB	70 dB
Intermodulation	77 dB			
Spurious Rejection	85 dB			
Audio Distortion	1.25% (Analog)			
Audio Output Power	Nominal 1.5 W (P25 Digital < 1% Distortion), Maximum 3 W			
Transmitter	VHF	UHF	700/800 MHz	
RF Output Power	1W/6W	1W/5W	1W/3W	
Spurious Emission	77 dB	76 dB	75 dB	
FM Hum & Noise	Analog @ 12.5 kHz	51 dB	47 dB	43 dB
	Analog @ 25 kHz	57 dB	53 dB	49 dB
Audio Distortion	1%			
Emission Designator	11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W, 7K60FXD, 7K60FxE, 7K60F1E, 7K60F1D, 7K60F1W, 7K60FxFW 16K0F3E, 14K0F3E, 11K0F3E, 8K10F1E, 8K10F1D, 8K10F1W, 7K60FXD, 7K60FxE, 7K60F1E, 7K60F1D, 7K60F1W, 7K60FxFW			

MIL Standard	810H	Encryption Options	Hazardous Location Standard (Pending)
Low Pressure	500.6/ I, II	Supported Encryption	AES, DES-OFB, ARC4 (ADP compatible)
High Temperature	501.7/ I, II	Encryption Keys per Radio	Capable of storing 1024 keys. Programmable for 252. Common Key Reference (CKR), 252 Physical Identifier, (PID), Compatible w/ Motorola Key Variable Loader
Low Temperature	502.7/ I, II	Encryption Frame Re-sync Interval	P25 CAI 360 MSEC
Temp. Shock	503.7/ I	Encryption Keying	External Key Loader, OTAR
Solar Radiation	505.7/ I	Mode	OFB-Output Feedback
Rain	506.6/ I, III	Encryption Type	Digital
Humidity	507.6/ II	Key Erasure	Keyboard Command, OTAR Zeroize, Tamper Detection
Salt Fog	509.7	Standards	FIPS 140-3 Level 1, FIPS 140-3 Level 3, FIPS 197 (Pending)
Dust	510.7/ I		
Vibration	514.8/ I		
Immersion	512.6/I		
Shock	516.8/ I, IV, VI		

<sup>1</sup> DMR - future release

<sup>2</sup> 25 and 30 kHz are not included in the models sold in the USA or US territories.

<sup>3</sup> Division I US Group C is applicable for radio with approved battery only, or radio with approved battery and KMC-70-type speaker microphone only. If radio is in combination with any other approved accessories, Group D is applicable.

<sup>4</sup> IP68 = 2 m/2 hours

Specifications shown are typical and subject to change without notice. Please check the website for the latest version. V.01.12.23

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Bluetooth is a registered trademark of Bluetooth SIG, Inc. All other trademarks are the property of their respective holders.

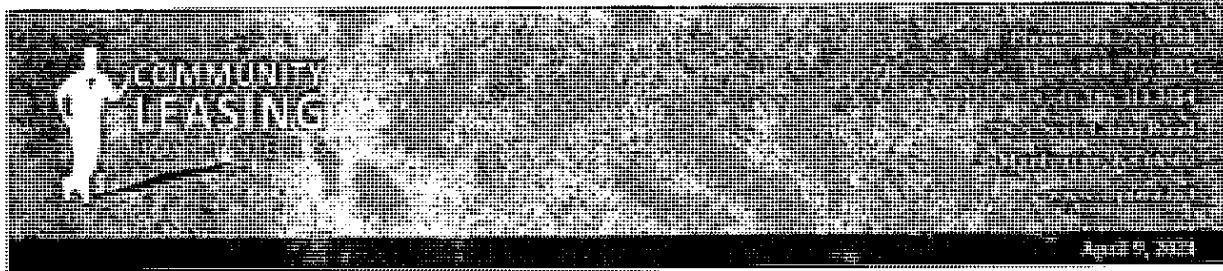
EF Johnson Technologies, Inc.

a JVCKENWOOD Company

1440 Corporate Drive, Irving, TX 75039-2401

Phone: 800-327-1000 | Fax: 972-279-1000

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Customer Name: Atwater, CA

Equipment: Fifty Kenwood Radios  
Sales Representative: Paul Lambert @ Cook's Communications  
Delivery: TBD

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

**Option 1**

Total Cost:	\$ 176,007.17	Payment Frequency:	Annual
Down Payment:	\$ 17,000.00	First Payment:	July 15, 2025
Prepayment Discount:	\$ -		
<b>Amount Financed:</b>	<b>\$ 159,007.17</b>		
Term in Years:	4	5	
Payment:	\$46,628.83	\$38,380.79	
Factor:	0.293250	0.241378	
Interest Rate:	6.14%	6.14%	

**Option 2**

Total Cost:	\$ 176,007.17	Payment Frequency:	Annual
Down Payment:	\$ 34,000.00	First Payment:	July 15, 2025
Prepayment Discount:	\$ -		
<b>Amount Financed:</b>	<b>\$ 142,007.17</b>		
Term in Years:	4	5	
Payment:	\$41,643.58	\$34,277.37	
Factor:	0.293250	0.241378	
Interest Rate:	6.14%	6.14%	

- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- The quoted interest rate is valid for 10-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 10-day period. This financing is to be executed & funded within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

**Thank you** for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 888.777.7850.

Respectively,

Blake J. Kaus  
Vice President & Director of Leasing  
[blakekaus@clpusa.net](mailto:blakekaus@clpusa.net)

**ATTACHMENT 2**  
**PAYMENT SCHEDULE**

RE: Schedule of Equipment No. 01, dated 5/15/2024, to Master Equipment Lease Purchase Agreement, dated as of 5/15/2024, between Community First National Bank, as Lessor, and City of Atwater, as Lessee.

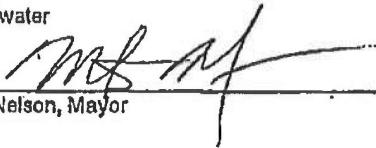
Lease Number: ATWCA2024-05

Amount Financed: \$159,007.17

**AMORTIZATION SCHEDULE**

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	7/15/2025	\$46,518.82	\$11,526.47	\$34,992.35	Not Available
2	7/15/2026	\$46,518.82	\$7,819.47	\$38,899.35	\$87,243.36
3	7/15/2027	\$46,518.82	\$5,229.49	\$41,289.33	\$44,921.79
4	7/15/2028	\$46,518.82	\$2,692.88	\$43,826.14	\$0.00
Grand Totals		\$186,075.28	\$27,068.11	\$159,007.17	

LESSEE:  
City of Atwater

  
Michael Nelson, Mayor



## 2026 CITY COUNCIL COMMITTEE ASSIGNMENTS:

### Mayor's Committee Assignments

#### Mayor Pro Tem – Cale

Merced County Association of Governments (MCAG) – **Cale and Nelson (Alternate)**  
(1 representative and 1 alternate)

League of California Cities Central Valley Division – **Cale & Ambriz**

City Audit & Finance Committee – **Ambriz & Rochester**  
(2 representatives)

LAFCO – **Raymond**  
(1 representative)

USP/Atwater Community Liaison Group – **Cale & Rochester (Alternate)**  
(1 representative and 1 alternate)

Atwater Community Services/Neighborhood Watch – **Rochester**  
(1 representative)

4<sup>th</sup> of July Committee – **Cale**  
(1 representative)

San Joaquin Valley Air Pollution Control District – **Nelson**  
(1 representative)

MIUGSA – **Justin Vinson & Chris Hoem (Alternate)**  
(1 representative and 1 alternate)

MIRWMA - **Raymond & Nelson (Alternate)**  
(1 representative and 1 alternate)

ACE Train – **Raymond & Nelson (Alternate)**  
(1 representative and 1 alternate)

One Voice – **Cale & Nelson (Alternate)**  
(1 representative and 1 alternate)

Atwater Historical Society – **Rochester & Nelson**  
(2 representatives)

Rules Committee – **Nelson, Cale, Ambriz**

Last updated: 12/3/25



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

**FROM:** Christopher Hoem, City Manager

**PREPARED BY:** Scott Ruffalo, Assistant Planner

**SUBJECT:** **Adopting an Ordinance adopting Zoning Ordinance Text Amendment No. 25-12-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to adjust the setbacks for R-1-5 in Section 17.16.050 of this Chapter**  
(City Manager Hoem)

---

### **RECOMMENDED COUNCIL ACTION**

Adoption of Ordinance No. CS 1077 adopting Zoning Ordinance Text Amendment No. 25-12-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to adjust the setbacks for R-1-5 in Section 17.16.050 of this chapter; or

Motion to approve staff's recommendation as presented.

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

This is the second reading of the Ordinance, the first reading was completed at the Regular City Council meeting of November 10, 2025.

In part of staff's review of the Zoning Ordinance, staff found that there are changes that are needed for the code to conform with generally accepted development and up-to-date development standards. Towards that end, amendments were presented to the Planning Commission on August 20, 2025. The Planning Commission approved the amendments as presented.

Specifically, the minimum front yard setback was inadvertently set at 10 feet instead of 20 feet and the minimum rear yard setback was set to 5 feet instead of 15 feet.

In preparation for this City Council item, staff determined that further modifications are warranted.

Specifically, the minimum side yard setback for corner lots abutting a front yard is currently 10 feet, and staff proposes that it should be 15 feet (this is a slight modification to what was presented to Planning Commission of 20 feet). The minimum side yard

setback for corner lots abutting a side yard is currently 2 feet, and staff proposes that it should be 10 feet (this is a slight modification from what was presented to Planning Commission of 5 feet).

The proposed ordinance is to update the setbacks to ensure that the zoning code standards applicable to the zone are appropriate for the underlying intended use and underlying General Plan designation.

**ANALYSIS:**

To make the City's zoning consistent with its General Plan and standard development practices, staff seeks the City Council's approval to amend the R-1-5 column in the table in Atwater Municipal Code section 17.16.050 to read as follows. The left-most column is included below for reference only:

	<b>R-1-5</b>
Minimum Lot Area per dwelling unit (sq. ft.)	5,000
Minimum Lot Width (feet), Interior Lot	50
Minimum Lot Width (feet) Corner Lot	60
Minimum Lot Depth	100
Minimum Front yard Setback (exterior)	20
Minimum Rear yard Setback	15
Minimum Side yard Setback (interior)	5
Minimum Side yard Setback Corner Lot abutting a front yard	15
abutting a side yard	10
Minimum Landscaped or open recreational area	25 percent

**II. FISCAL IMPACTS:**

No negative fiscal impacts are anticipated with the approval of this project. This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

**IV. EXISTING POLICY:**

The ordinance will amend Chapter 17.16: "Low Density Residential Districts," of the Atwater Municipal Code to adjust the setbacks for "R-1-5" in section 17.16.050 of this chapter.

The proposed ordinance does not conflict with any policies of the General Plan or other City policies or guidelines.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

An interdepartmental routing sheet was sent to all required departments and affected agencies for review, and their comments and conditions have been incorporated.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

Pursuant to the California Environmental Quality Act (CEQA), the draft ordinance is categorically exempt under section 15061, (b)(3). This exemption states that the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, the activity is not subject to CEQA.

**IX. STEPS FOLLOWING APPROVAL:**

This is the second reading of the Ordinance.

Submitted and Approved by:



---

Chris Hoem, City Manager

Attachments:

1. Draft Ordinance R-1-5, 11-10-2025
2. 0273-25 Resolution Signed



## CITY COUNCIL OF THE CITY OF ATWATER

### ORDINANCE NO. XXXX

#### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. 24-23-0100 AMENDING CHAPTER 17.16: "LOW DENSITY RESIDENTIAL DISTRICTS" OF THE ATWATER MUNICIPAL CODE TO ADJUST THE SETBACKS FOR "R-1-5" IN SECTION 17.16.050 OF THIS CHAPTER.**

**WHEREAS**, as part of the City's ongoing review and maintenance of its Zoning Ordinance, staff has identified several amendments needed to bring the code into conformance with generally accepted development standards and up-to-date land use practices; and

**WHEREAS**, on August 20, 2025, the Planning Commission considered proposed amendments to the Zoning Ordinance intended to correct certain inconsistencies and ensure that the development standards align with the City's General Plan; and

**WHEREAS**, the Planning Commission, following its review and deliberation, approved the amendments as presented by staff; and

**WHEREAS**, staff has since identified additional modifications to the setback requirements that are necessary to further update the applicable development standards; and

**WHEREAS**, staff has determined that the minimum front yard setback should be 20 feet rather than 10 feet, and the minimum rear yard setback should be 15 feet rather than 5 feet; and

**WHEREAS**, staff has also determined that the minimum side yard setback for corner lots abutting a front yard should be 15 feet (a modification from the 20 feet presented to the Planning Commission), and that the minimum side yard setback for corner lots abutting a side yard should be 10 feet (a modification from the 5 feet presented to the Planning Commission); and

**WHEREAS**, in accordance with the General Plan Land Use Designation of "Low Density Residential (LDR)", City staff submits Zoning Ordinance Text Amendment (ZOTA) 24-23-

0100 for an amendment to Chapter 17.16: "Low Density Residential Districts" of the Atwater Municipal Code to adjust the setbacks for "R-1-5"; and,

**WHEREAS**, the City Council finds that the following findings can be made for ZOTA No. 25-12-0100:

1. The proposed ordinance will ensure that all residential subdivision development projects submitted to the planning department continue to undergo review for consistency with the City's General Plan and the established development standards provided by the City of Atwater Municipal Code.
2. The proposed ordinance is consistent with the Atwater General Plan.
3. Adoption of the ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
4. The public hearing for this project has been adequately noticed and advertised.
5. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

**NOW THEREFORE BE IT ORDAINED**, by the City Council of the City of Atwater as follows:

**SECTION 1. Incorporation**. The recitals above are each incorporated by reference and adopted as findings by the City Council.

**SECTION 2. CEQA**. this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption". This exemption states, the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.

**SECTION 3. General Plan**. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan.

**SECTION 4. Code Amendment**. The R-1-5 column of the table in Chapter 17.16.050 of the Atwater Municipal Code is hereby amended and restated to read in its entirety as provided below. The left-most column is included below for reference only:

	R-1-5
Minimum Lot Area per dwelling unit (sq. ft.)	5,000
Minimum Lot Width (feet), Interior Lot	50
Minimum Lot Width (feet) Corner Lot	60
Minimum Lot Depth	100
Minimum Front yard Setback (exterior)	20
Minimum Rear yard Setback	15
Minimum Side yard Setback (interior)	5
Minimum Side yard Setback Corner Lot	
abutting a front yard	15
abutting a side yard	10
Minimum Landscaped or open recreational area	25 percent

**SECTION 5. Effective Date.** Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Merced County and circulated in Atwater, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

**SECTION 6. Publication.** The City Clerk is directed to certify the adoption of this Ordinance and post or publish this Ordinance as required by law.

**SECTION 7. Custodian of Records.** The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 1160 Fifth St, Atwater, CA 95301.

**SECTION 8. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

**INTRODUCED:**

**ADOPTED:**

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

---

**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

---

**KORY J. BILLINGS, CITY CLERK**



## PLANNING COMMISSION OF THE CITY OF ATWATER

### RESOLUTION NO. 0273-25

#### A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ATWATER RECOMMENDING THE CITY COUNCIL ADOPT ZONING ORDINANCE TEXT AMENDMENT NO. 25-12-0100 AMENDING CHAPTER 17.16: "LOW DENSITY RESIDENTIAL DISTRICTS" OF THE ATWATER MUNICIPAL CODE TO ADJUST THE SETBACKS FOR R-1-5 IN SECTION 17.16.050 OF THIS CHAPTER.

**WHEREAS**, the City of Atwater wishes to adjust the setbacks for Low Density Resolution R-1-5; and,

**WHEREAS**, the City of Atwater Municipal Code incorrectly changed the setbacks in R-1-5 for Low Density Residential Districts; and,

**WHEREAS**, in accordance with the General Plan Land Use Designation of "Low Density Residential (LDR)", City staff submits Zoning Ordinance Text Amendment (ZOTA) 25-13-0100 for an amendment to Chapter 17.16: "Low Density Residential Districts" of the Atwater Municipal Code to adjust the setbacks for "R-1-5"; and,

**WHEREAS**, the Planning Commission held a duly noticed public hearing as required by law on August 20, 2025; and,

**WHEREAS**, the City's General Plan provides a framework to enact the programs, policies, and regulations in support of such development; and

**WHEREAS**, this project is exempt under California Environmental Quality Act (CEQA) guideline section 15061(b)(3), "Review for Exemption". This exemption states that the activity is covered by the commons sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This is not subject to CEQA.; and,

**WHEREAS**, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

**WHEREAS**, the Planning Commission finds that the following findings can be made for ZOTA No. 25-12-0100:

1. The proposed ordinance will ensure that all residential subdivision development projects submitted to the Planning Department continue to undergo review for consistency with the City's General Plan and the established development standards provided by the City of Atwater Municipal Code.
2. The proposed ordinance is consistent with the Atwater General Plan.
3. Adoption of the resolution recommending the City Council adopt the proposed ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
4. The public hearing for this project has been adequately noticed and advertised.
5. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

**NOW THEREFORE BE IT RESOLVED**, that the recitals above are true and correct and hereby incorporated by reference. The Planning Commission of the City of Atwater does hereby recommend that the City Council adopt ZOTA No. 25-12-0100.

The foregoing resolution is hereby adopted this 20th day of August, 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**



DON BORGWARDT,  
CHAIR

**ATTEST:**



CHRIS HOEM,  
CITY MANAGER



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

**FROM:** Christopher Hoem, City Manager

**PREPARED BY:** Scott Ruffalo, Assistant Planner

**SUBJECT:** **Adopting an Ordinance adopting Zoning Ordinance Text Amendment No. 25-13-0100 amending Chapter 17.12 "Administration and General Conditions" of the Atwater Municipal Code** (City Manager Hoem)

---

### **RECOMMENDED COUNCIL ACTION**

Adoption of Ordinance No. CS 1078 adopting Zoning Ordinance Text Amendment No. 25-13-0100 amending Chapter 17.12 "Administration and General Conditions" of the Atwater Municipal Code.

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

This is the second reading of the Ordinance. The first reading was completed at the Regular City Council meeting of November 10, 2025.

The regulations for site plans were first adopted in 1975 and revised in 2023. While other nearby cities have modernized their corresponding regulations, the City of Atwater is in need of an update in this matter.

Currently, the Code has a six-month expiration for newly approved site plans. This Zoning Ordinance Text Amendment (ZOTA) proposes to amend the expiration to five years.

Many projects—particularly those involving larger-scale development or significant site improvements—require extended timeframes for financing, design development, environmental review, and construction staging. A six-month window is often unrealistic, especially in today's economic and regulatory environment. Extending the expiration period to five years provides a more practical timeline that reflects the realities of project delivery.

A longer validity period reduces the need for applicants to request extensions or reapply, which in turn reduces staff time spent on processing minor extensions for valid, ongoing projects. This change promotes administrative efficiency and reduces unnecessary costs for applicants, especially those navigating complex or phased developments.

While the site plan would be valid for five years, staff retains authority to monitor compliance and enforce site plan approval conditions throughout that period. Furthermore, the City may still revoke a site plan approval if it is not in compliance, ensuring accountability without imposing rigid time constraints.

Economic fluctuations, construction delays, and supply chain disruptions have become increasingly common. Extending the expiration period provides applicants flexibility to adapt to market conditions without jeopardizing entitlements prematurely.

**II. FISCAL IMPACTS:**

No negative fiscal impacts are anticipated with the approval of this project. This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

**IV. EXISTING POLICY:**

The ordinance will amend Chapter 17.12, "Administration and General Conditions,".

The draft ordinance does not conflict with any policies of the General Plan or other City policies or guidelines.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

An interdepartmental routing sheet was sent to all required departments and affected agencies for review and their comments and conditions have been incorporated.

**VII. PUBLIC PARTICIPATION:**

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

**VIII. ENVIRONMENTAL REVIEW:**

Pursuant to the California Environmental Quality Act (CEQA), the draft ordinance is categorically exempt under section 15061, (b)(3). This exemption states that the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, the activity is not subject to CEQA.

**IX. STEPS FOLLOWING APPROVAL:**

This is the second reading of the Ordinance.

Submitted and Approved by:



---

Chris Hoem, City Manager

Attachments:

1. 0274-25 Resolution Signed
2. RSO 0274-25 Draft Ordinance
3. RSO 0274-25 Exhibit A
4. RSO 0274-25 Exhibit B
5. RSO 0274-25 Exhibit C



## PLANNING COMMISSION OF THE CITY OF ATWATER

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### RESOLUTION NO. 0274-25

#### A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ATWATER RECOMMENDING THE CITY COUNCIL ADOPT ZONING ORDINANCE TEXT AMENDMENT NO. 25-13-0100 AMENDING CHAPTER 17.12: “ADMINISTRATION AND GENERAL CONDITIONS” OF THE ATWATER MUNICIPAL CODE.

**WHEREAS**, the City of Atwater wishes to modernize its site plan ordinance; and,

**WHEREAS**, Chapter 17.12 “Administration and General Conditions” of the City of Atwater Municipal Code was initially adopted in 1975 and only partially revised in 2023; and,

**WHEREAS**, the Planning Commission held a duly noticed public hearing as required by law on August 20, 2025; and,

**WHEREAS**, this project is exempt under California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3), the common sense exemption, which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

**WHEREAS**, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor will it have any adverse effect on the community; and,

**WHEREAS**, the Planning Commission finds that the following findings can be made for ZOTA No. 25-13-0100:

1. The proposed ordinance is consistent with the Atwater General Plan.
2. Adoption of the resolution recommending the City Council adopt the proposed ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
3. The public hearing for this project has been adequately noticed and advertised.
4. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

**NOW THEREFORE BE IT RESOLVED**, that the recitals above are true and correct and hereby incorporated by reference. The Planning Commission of the City of Atwater does hereby recommend that the City Council adopt ZOTA No. 25-13-0100.

The foregoing resolution is hereby adopted this 20<sup>th</sup> day of August, 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**



DON BORGWARDT,  
CHAIR

**ATTEST:**



CHRIS HOEM,  
CITY MANAGER



# CITY COUNCIL OF THE CITY OF ATWATER

## ORDINANCE NO. XXXX

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. 25-13-0100 AMENDING CHAPTER 17.12: "ADMINISTRATION AND GENERAL CONDITIONS" OF THE ATWATER MUNICIPAL CODE.

**WHEREAS**, the City of Atwater wishes to enact programs, policies, and regulations in support of housing and commercial development; and,

**WHEREAS**, the City of Atwater wishes to modernize its site plan ordinance; and,

**WHEREAS**, Chapter 17.12 "Administration and General Conditions" of the City of Atwater Municipal Code was initially adopted, approximately 1975 and only partially revised in 2023; and,

**WHEREAS**, on August 20, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

**WHEREAS**, the ZOTA will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

**WHEREAS**, the City Council finds that the following findings can be made for ZOTA No. 25-13-0100:

1. The proposed ordinance is consistent with the Atwater General Plan.
2. Adoption of the ordinance is exempt from CEQA review under CEQA Guidelines section 15061(b)(3).
3. The public hearing for this project has been adequately noticed and advertised.
4. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

**NOW THEREFORE BE IT ORDAINED**, by the City Council of the City of Atwater as follows:

**SECTION 1. Incorporation.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**SECTION 2. CEQA.** The City Council finds, in the exercise of its independent judgment, that the adoption of this ordinance is exempt under California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3), the common sense exemption, which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 3. General Plan.** The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan.

**SECTION 4. Code Amendment.** Chapter 17.12: "Administration and General Conditions," of the Atwater Municipal Code is hereby amended and restated to read in its entirety as provided in "Exhibit C," attached hereto and incorporated herein by reference.

**SECTION 5. Effective Date.** Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Merced County and circulated in Atwater, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

**SECTION 6. Publication.** The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

**SECTION 7. Custodian of Records.** The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 1160 Fifth St, Atwater, CA 95301.

**SECTION 8. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

**INTRODUCED:**

**ADOPTED:**

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON,  
MAYOR**

**ATTEST:**

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**KORY J. BILLINGS,  
CITY CLERK**

DRAFT

## CHAPTER 17.12 ADMINISTRATION AND GENERAL CONDITIONS

### **17.12.010 Building permit - Required.**

In order to develop the land to its best use as determined by the various zones established in Section [17.09.010](#), a building permit is required for any structure.

(Prior Code § 10-3.601)

### **17.12.020 Building Permit – Checked by building inspector.**

The building permit shall be checked by the building inspector and when necessary referred to the board of architectural review in order that all land use and construction shall conform to the general pattern established for that area, and shall not be of the type that would depreciate values by unsightly construction.

(Prior Code § 10-3.602)

### **17.12.030 Building permit – New dwelling units.**

- A. Building permits for new dwelling units shall only be issued for lots with curbs and gutters. If the lot has no curbs and gutters, the building permit will be based upon plans that include curbs and gutters.
- B. If the City Engineer requests additional public improvements, the Community Development Director may consider requiring the additional public improvements beyond curbs and gutters. Final inspection shall not be made until the City Engineer has approved the installation of all required public improvements.
- C. If the City Engineer finds that the street grade is such that required public improvements cannot be installed as part of the building permit procedure, a binding agreement running with the land is to be executed requiring public improvement installation at City-designated time.
- D. This section is applicable to all lots that are not covered specifically by site plan and architectural control or current subdivision (including minor subdivision, lot splits, etc.) requirements.

(Prior Code § 10-3.602.1; [Ord. CS 1059](#), § 1, 3-27-2023)

### **17.12.040 Appeal to decision of building inspector.**

- A. If the applicant is dissatisfied by the decision of the building inspector, he shall have the right to appeal to the Commission and a hearing shall be held thereon after which the

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Commission may order issuance of a building permit or it may withhold issuance of same if not satisfied that proposed plans are in the spirit of and in keeping with the provisions of this title.

- B. The notice, if any, of the public hearing on the report of the Commission and the application for architectural control review shall be in the time, form, and manner directed by the Community Development Director, or designee.

(Prior Code § 10-3.603; [Ord. CS 1059](#), § 1, 3-27-2023)

**17.12.050 Reserved.**

Editor's note— [Ord. CS 1059](#), § 1, adopted March 27, 2023, repealed § 17.12.050, which pertained to interpretation of no action—Appeal to Council and derived from prior Code § 10-3.604.

**17.12.60 Public or government structures require Planning Commission approval.**

No public and/or governmental building, fountain, monument, wall, arch, or other structure shall be erected, placed on or upon, removed from, relocated or materially altered on or upon any public land or allowed to extend over or upon any street, avenue, square, park, recreation ground, or other public property unless plans for the same and the location thereof have first been submitted to the Planning Commission to ensure consistency with the City of Atwater's Policies, Codes, and guidelines.

(Prior Code § 10-3.605; [Ord. CS 1059](#), § 1, 3-27-2023)

**17.12.070 Setbacks and eaves.**

Front, rear, and side yard setback lines shall be maintained in each land use district as required. Eaves or overhangs may project a maximum distance of two feet beyond the minimum front, rear, or side yard setback lines.

(Prior Code § 10-3.606)

**17.12.080 Use prohibited except where permitted.**

For the orderly and balanced development of the community, and in order to assure opportunities for continued prosperity through provision for orderly growth and expansion of the uses normal to each district and in order to reduce the ill effect and blight that usually accompanies mixed use in all cities, there are set forth in this chapter the uses permitted and the conditions to use in each land use district in the City. No use shall be permitted in residential, commercial, or industrial districts other than those uses for which the district is zoned.

(Prior Code § 10-3.607)

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(Supp. No. 10)

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### **17.12.090 Site plan and architectural control.**

All applications for building permits for permitted and conditional uses, other than agricultural residential, residential estate, and single-family residential buildings and minor structures for the conduct of a business which is to be conducted primarily in the open air outside of a structure, applications for use permits, proposed structures and parking layouts, and the plans, site plans, elevations and landscaping plans shall constitute application for site plans and architectural control review. Unless otherwise referred to the Planning Commission for purposes of efficiency and consolidation of review with other approvals or entitlements, it shall be the duty of the Community Development Director, or designee, to approve applications for site plans and architectural control review to ensure all applications are consistent with the adopted Residential Design Guidelines or Commercial and Industrial Guidelines, as amended from time to time. Such approval shall expire six months from date of approval if operation or construction has not started, or if the use has been discontinued for six months or longer. A one-year extension may be considered for just cause.

(Prior Code § 10-3.608; [Ord. CS 1059](#), § 1, 3-27-2023)

### **17.12.095 Appeal.**

If the applicant is aggrieved by the Community Director's decision to deny the architectural plans and site plans, the applicant may appeal such decision in writing to the Planning Department within ten calendar days from the date of the action. The filing of an appeal shall stay all proceedings in furtherance of the action taken by the Planning Commission.

At the conclusion of the hearing, the Planning Commission shall render a decision on the appeal and may affirm, reverse, or modify the decision of the Community Development Director as it deems just and equitable on the premises.

([Ord. CS 1059](#), § 1, 3-27-2023)

### **17.12.100 Uses, subject to chapter.**

Subject to the provisions of this title, the uses set forth in Chapters 17.18 through 17.54, inclusive, and [Chapter 17.63](#), are permitted and regulations relative to conditions to use are established within and with regard to various land use districts.

(Prior Code § 10-3.609)

### **17.12.110 Minimum setback.**

The minimum building or structure setback to be provided by any development to abut the following major streets within the City limits shall be 65 feet measured from the established

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or proposed centerline of the street. Affected streets: Bellevue Road, Winton Way, First Street, and Shaffer Road. Further, a minimum building or structure setback of 76.5 feet shall be maintained on the northerly side of Atwater Boulevard, said setback being measured from the recognized south property line of Atwater Boulevard as it appears on the effective date of the ordinance codified in this title.

(Prior Code § 10-3.610)

**17.12.120 Vision clearance for corner lots.**

In all zones which require a front yard, no obstruction to view in excess of three feet in height shall be placed on any corner or reversed corner lot within a triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, except that street trees are permitted which are pruned at least eight feet above the established grade of the curb so as not to obstruct clear view by motor vehicle drivers.

(Prior Code § 10-3.611)

**17.12.130 Public utilities.**

The proposed routes of public utilities, including but not limited to poles, lines or other structures or facilities used or usable solely for the purpose of producing, transmitting and/or distributing electricity, signal, or communication services, public utility pipeline and electric or telephone transmission lines, state highways and railroads shall be subject to review and approval by both the Planning Commission and the City Council.

(Prior Code § 10-3.612)

**17.12.140 Temporary real estate office.**

Subject to obtaining of a conditional use permit, one temporary real estate office or one or more temporary real estate billboards not to exceed a total of 100 square feet in area, or both such office and billboard may be located on any new subdivision; provided, that such office and billboard, if located in an R zone, shall be used only for the sale of property located in the subdivision in which such office and billboard are located, and shall be removed at the end of two years from the date of the recording of the map of the subdivision upon which the office and billboard are located.

(Prior Code § 10-3.613)

**17.12.150 Temporary construction building.**

Temporary structures for the housing of tools and equipment or containing supervisory offices in connection with major construction projects may be established and maintained

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during progress of such construction on such project; provided, that such temporary structure may not be maintained for a period exceeding one year.

(Prior Code § 10-3.614)

**17.12.160 Parking and storage of mobile homes.**

It is unlawful for any persons to place, keep or maintain or permit to be placed, kept or maintained, any mobile home, except a travel trailer, upon any lot, piece or parcel of land within the residential zones of the City, except in a mobile home park or in a residential zone wherein this is a permitted use. Any such unit located on property annexed to the City may be maintained as a non-conforming use.

(Ord. CS 484, 1981)

**17.12.170 Parking and storage of trailer, travel trailer, camper and recreational vehicle.**

It is unlawful for any person to place, keep or maintain, or permit to be placed, kept or maintained, a trailer, travel trailer, camp car, camper or recreational vehicle within the residential zones of the City, except in a mobile home park or travel trailer park with the following exceptions:

- A. Such facilities may be placed, kept or maintained wholly within a structure lawfully existing on the premises; or
- B. Such facilities may be placed within the rear or side yard setbacks.
- C. Such facilities may be placed within the front yard, provided the vehicle does not overhang the sidewalk or extend into the City right-of-way or the corner lot clearance area as specified in Section [17.12.120](#).
- D. Exemption: (1) Visitors who are not residents of the City of Atwater are exempt from the above for a period of 72 hours. (2) Any recreational vehicle mentioned in this section may be parked in the street for a period of 72 hours for loading, unloading, cleaning, or mowing the lawn.
- E. All units would have to meet the requirements listed in corner lot vision clearance specified in Section [17.12.120](#).
- F. Vans or pickups with camper shells which do not exceed an overall height of 84 inches, or pickups without camper shells are not considered to be recreational vehicles.

(Ord. CS 749, 9-8-1997; Ord. CS 489, 1981)

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### **17.12.180 Mobile living units in nonresidential zones.**

It is unlawful for any person to place, keep or maintain, or permit to be placed, kept or maintained, any mobile living unit upon any lot, piece or parcel of land within the nonresidential zones of the City other than in a mobile home park or trailer park except for storage, sale or business use, as permitted in such zone.

(Prior Code § 10-3.615(c); Ord. CS 364, 1978)

### **17.12.190 Permitted locations of buses, motor trucks, trailers, semi-trailers and truck-tractors.**

It is unlawful for any person to place, keep or maintain, or to permit to be placed, kept or maintained, any bus, motor truck, trailer, semi trailer or truck tractor in the City of Atwater except for pickup or delivery service, or public agency or utility company vehicles while used on official business, or as part of the operation of a legally existing nonconforming use; provided, that in no case shall such bus, motor truck, trailer, semi trailer or truck tractor be parked at any location in the City of Atwater longer than required for such pickup or delivery service or official business, other than within the grounds of a legally existing nonconforming use located within the City of Atwater and of which operation the bus, motor truck, trailer, semi trailer or truck tractor is part. This section shall not apply to pickup trucks as defined in Section [17.06.630](#), travel trailers as defined in Section [17.06.625](#) nor does it apply to fifth-wheel travel trailers as defined in Section [17.06.258](#).

(Prior Code § 10-3.617; Ord. CS 755, 12-8-1997; Ord. CS 844, 9-13-2004)

### **17.12.195 Fines.**

- A. A first violation of Section [17.12.190](#) is punishable by a fine not to exceed \$50.00.
- B. A second violation within one year of the first violation is punishable by a fine not to exceed \$100.00.
- C. A third violation within one year of the first violation is punishable by a fine not to exceed \$150.00.

(Ord. CS 755, 12-8-1997)

### **17.12.200 Large scale development plans – Submission to Planning Commission.**

In any land use district or in areas newly annexed or proposed to be annexed to the City, plans for a large scale development may be submitted to the Planning Commission and City Council for their informal approval with regard to the overall development of such acreage.

(Prior Code § 10-3.618; Ord. CS 408, 1979)

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### **17.12.210 Planning Commission to prescribe form and scope of petitions.**

The Planning Commission shall, in its rules, prescribe the form and scope of all petitions and applications provided for in this title and of accompanying data to be furnished so as to assure the fullest practicable presentation of facts for proper consideration of the matter involved in each case and for a permanent record. Any petition for a variance, use permit, or amendment as provided for in this title shall include a verification by at least one of the petitioners, attested before a notary public or before the City Clerk.

(Prior Code § 10-3.2601)

### **17.12.220 Enforcement.**

- A. All departments, officials and public employees of the City vested with the duty or authority to issue permits shall conform to the provisions of this title and shall issue no permit, certificate, or licenses for uses, buildings, or purposes in conflict with the provisions of this title; and any such permit, certificate, or license issued in conflict with the provisions of this title shall be null and void.
- B. It shall be the duty of the building inspector to enforce the provisions of this title pertaining to the erection, construction, reconstruction, moving, conversion, alteration, or addition to any building or structure.

(Prior Code § 10-3.2701)

### **17.12.230 Public nuisance - Abatement.**

Any building or structure set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of this title, and any use of any land, building or premises established, conducted, operated, or maintained contrary to the provisions of this title, is unlawful and a public nuisance, and the City Attorney shall upon order of the Council immediately commence action or proceedings for the abatement and removal and enjoinder thereof in the manner provided by law, and shall take over other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate and remove such building or structure, and restrain and enjoin any person from setting up, erecting, building, maintaining, or using any such building or structure or using property contrary to the provisions of this title. The remedies provided for herein shall be cumulative and exclusive.

(Prior Code § 10-3.2702)

### **17.12.240 Reserved.**

**Editor's note—** Ord. CS 938, § 1, adopted Jan. 28, 2013, repealed § 17.12.240, which pertained to fee exemptions and derived from prior Code § 10-3.2801.

## CHAPTER 17.12 ADMINISTRATION AND GENERAL CONDITIONS

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(Supp. No. 10)

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- A. Time Limits. The site plan approval shall expire if not exercised within five years of approval. An approval shall be considered "exercised" when:
  1. A building permit is issued, and construction has commenced; or,
  2. A certificate of occupancy is issued; or,
  3. A business license is issued; or,
  4. The use is established.
- B. Extension of Time. The Community Development Director may approve time extensions of up to two years, in the following manner:
  1. The applicant shall submit to the Community Development Department a written request for an extension of time no later than ten days before the expiration of the approval.
  2. The Community Development Director may extend the approval for an additional two-year period if the applicant has proceeded in good faith and has exercised due diligence in efforts to exercise the approval in a timely manner.
  3. The burden of proof is on the applicant to demonstrate that the approval should be extended.
  4. The Community Development Director may choose to refer any extension of time requests to the Planning Commission for review and final decision.

(Prior Code § 10-3.608; [Ord. CS 1059](#), § 1, 3-27-2023)

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### **17.12.095 Appeal.**

If the applicant is aggrieved by the Community **Development** Director's decision to deny the architectural plans and site plans, the applicant may appeal such decision in writing to the Planning **Department Commission** within ten calendar days from the date of the action. The filing of an appeal shall stay all proceedings in furtherance of the action taken by the Planning Commission.

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(Ord. CS 484, 1981)

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(Prior Code § 10-3.615(c); Ord. CS 364, 1978)

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business, other than within the grounds of a legally existing nonconforming use located within the City of Atwater and of which operation the bus, motor truck, trailer, semi trailer or truck tractor is part. This section shall not apply to pickup trucks as defined in Section [17.06.630](#), travel trailers as defined in Section [17.06.625](#) nor does it apply to fifth-wheel travel trailers as defined in Section [17.06.258](#).

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(Prior Code § 10-3.2601)

**17.12.220 Enforcement.**

- A. All departments, officials and public employees of the City vested with the duty or authority to issue permits shall conform to the provisions of this title and shall issue no permit, certificate, or licenses for uses, buildings, or purposes in conflict with the provisions of this title; and any such permit, certificate, or license issued in conflict with the provisions of this title shall be null and void.

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B. It shall be the duty of the building inspector to enforce the provisions of this title pertaining to the erection, construction, reconstruction, moving, conversion, alteration, or addition to any building or structure.

(Prior Code § 10-3.2701)

**17.12.230 Public nuisance - Abatement.**

Any building or structure set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of this title, and any use of any land, building or premises established, conducted, operated, or maintained contrary to the provisions of this title, is unlawful and a public nuisance, and the City Attorney shall upon order of the Council immediately commence action or proceedings for the abatement and removal and enjoinder thereof in the manner provided by law, and shall take over other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate and remove such building or structure, and restrain and enjoin any person from setting up, erecting, building, maintaining, or using any such building or structure or using property contrary to the provisions of this title. The remedies provided for herein shall be cumulative and exclusive.

(Prior Code § 10-3.2702)

**17.12.240 Reserved.**

**Editor's note—** Ord. CS 938, § 1, adopted Jan. 28, 2013, repealed § 17.12.240, which pertained to fee exemptions and derived from prior Code § 10-3.2801.

## CHAPTER 17.12 ADMINISTRATION AND GENERAL CONDITIONS

### **17.12.010 Building permit - Required.**

In order to develop the land to its best use as determined by the various zones established in Section [17.09.010](#), a building permit is required for any structure.

(Prior Code § 10-3.601)

### **17.12.020 Building Permit – Checked by building inspector.**

The building permit shall be checked by the building inspector and when necessary referred to the board of architectural review in order that all land use and construction shall conform to the general pattern established for that area, and shall not be of the type that would depreciate values by unsightly construction.

(Prior Code § 10-3.602)

### **17.12.030 Building permit – New dwelling units.**

- A. Building permits for new dwelling units shall only be issued for lots with curbs and gutters. If the lot has no curbs and gutters, the building permit will be based upon plans that include curbs and gutters.
- B. If the City Engineer requests additional public improvements, the Community Development Director may consider requiring the additional public improvements beyond curbs and gutters. Final inspection shall not be made until the City Engineer has approved the installation of all required public improvements.
- C. If the City Engineer finds that the street grade is such that required public improvements cannot be installed as part of the building permit procedure, a binding agreement running with the land is to be executed requiring public improvement installation at City-designated time.
- D. This section is applicable to all lots that are not covered specifically by site plan and architectural control or current subdivision (including minor subdivision, lot splits, etc.) requirements.

(Prior Code § 10-3.602.1; [Ord. CS 1059](#), § 1, 3-27-2023)

### **17.12.040 Appeal to decision of building inspector.**

- A. If the applicant is dissatisfied by the decision of the building inspector, he shall have the right to appeal to the Commission and a hearing shall be held thereon after which the

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Commission may order issuance of a building permit or it may withhold issuance of same if not satisfied that proposed plans are in the spirit of and in keeping with the provisions of this title.

- B. The notice, if any, of the public hearing on the report of the Commission and the application for architectural control review shall be in the time, form, and manner directed by the Community Development Director, or designee.

(Prior Code § 10-3.603; [Ord. CS 1059](#), § 1, 3-27-2023)

**17.12.050 Reserved.**

Editor's note— [Ord. CS 1059](#), § 1, adopted March 27, 2023, repealed § 17.12.050, which pertained to interpretation of no action—Appeal to Council and derived from prior Code § 10-3.604.

**17.12.60 Public or government structures require Planning Commission approval.**

No public and/or governmental building, fountain, monument, wall, arch, or other structure shall be erected, placed on or upon, removed from, relocated or materially altered on or upon any public land or allowed to extend over or upon any street, avenue, square, park, recreation ground, or other public property unless plans for the same and the location thereof have first been submitted to the Planning Commission to ensure consistency with the City of Atwater's Policies, Codes, and guidelines.

(Prior Code § 10-3.605; [Ord. CS 1059](#), § 1, 3-27-2023)

**17.12.070 Setbacks and eaves.**

Front, rear, and side yard setback lines shall be maintained in each land use district as required. Eaves or overhangs may project a maximum distance of two feet beyond the minimum front, rear, or side yard setback lines.

(Prior Code § 10-3.606)

**17.12.080 Use prohibited except where permitted.**

For the orderly and balanced development of the community, and in order to assure opportunities for continued prosperity through provision for orderly growth and expansion of the uses normal to each district and in order to reduce the ill effect and blight that usually accompanies mixed use in all cities, there are set forth in this chapter the uses permitted and the conditions to use in each land use district in the City. No use shall be permitted in residential, commercial, or industrial districts other than those uses for which the district is zoned.

(Prior Code § 10-3.607)

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(Supp. No. 10)

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### **17.12.090 Site plan and architectural control.**

All applications for building permits for permitted and conditional uses, other than agricultural residential, residential estate, and single-family residential buildings and minor structures for the conduct of a business which is to be conducted primarily in the open air outside of a structure, applications for use permits, proposed structures and parking layouts, and the plans, site plans, elevations and landscaping plans shall constitute application for site plans and architectural control review. Unless otherwise referred to the Planning Commission for purposes of efficiency and consolidation of review with other approvals or entitlements, it shall be the duty of the Community Development Director, or designee, to approve applications for site plans and architectural control review to ensure all applications are consistent with the adopted Residential Design Guidelines or Commercial and Industrial Guidelines, as amended from time to time.

- A. Time Limits. The site plan approval shall expire if not exercised within five years of approval. An approval shall be considered "exercised" when:
  1. A building permit is issued, and construction has commenced; or,
  2. A certificate of occupancy is issued; or,
  3. A business license is issued; or,
  4. The use is established.
- B. Extension of Time. The Community Development Director may approve time extensions of up to two years, in the following manner:
  1. The applicant shall submit to the Community Development Department a written request for an extension of time no later than ten days before the expiration of the approval.
  2. The Community Development Director may extend the approval for an additional two-year period if the applicant has proceeded in good faith and has exercised due diligence in efforts to exercise the approval in a timely manner.
  3. The burden of proof is on the applicant to demonstrate that the approval should be extended.
  4. The Community Development Director may choose to refer any extension of time requests to the Planning Commission for review and final decision.

(Prior Code § 10-3.608; [Ord. CS 1059](#), § 1, 3-27-2023)

### **17.12.095 Appeal.**

If the applicant is aggrieved by the Community Development Director's decision to deny the architectural plans and site plans, the applicant may appeal such decision in writing to the

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Planning Commission within ten calendar days from the date of the action. The filing of an appeal shall stay all proceedings in furtherance of the action taken by the Planning Commission.

At the conclusion of the hearing, the Planning Commission shall render a decision on the appeal and may affirm, reverse, or modify the decision of the Community Development Director as it deems just and equitable on the premises.

(Ord. CS 1059, § 1, 3-27-2023)

**17.12.100 Uses, subject to chapter.**

Subject to the provisions of this title, the uses set forth in Chapters 17.18 through 17.54, inclusive, and [Chapter 17.63](#), are permitted and regulations relative to conditions to use are established within and with regard to various land use districts.

(Prior Code § 10-3.609)

**17.12.110 Minimum setback.**

The minimum building or structure setback to be provided by any development to abut the following major streets within the City limits shall be 65 feet measured from the established or proposed centerline of the street. Affected streets: Bellevue Road, Winton Way, First Street, and Shaffer Road. Further, a minimum building or structure setback of 76.5 feet shall be maintained on the northerly side of Atwater Boulevard, said setback being measured from the recognized south property line of Atwater Boulevard as it appears on the effective date of the ordinance codified in this title.

(Prior Code § 10-3.610)

**17.12.120 Vision clearance for corner lots.**

In all zones which require a front yard, no obstruction to view in excess of three feet in height shall be placed on any corner or reversed corner lot within a triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, except that street trees are permitted which are pruned at least eight feet above the established grade of the curb so as not to obstruct clear view by motor vehicle drivers.

(Prior Code § 10-3.611)

**17.12.130 Public utilities.**

The proposed routes of public utilities, including but not limited to poles, lines or other structures or facilities used or usable solely for the purpose of producing, transmitting and/or

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distributing electricity, signal, or communication services, public utility pipeline and electric or telephone transmission lines, state highways and railroads shall be subject to review and approval by both the Planning Commission and the City Council.

(Prior Code § 10-3.612)

**17.12.140 Temporary real estate office.**

Subject to obtaining of a conditional use permit, one temporary real estate office or one or more temporary real estate billboards not to exceed a total of 100 square feet in area, or both such office and billboard may be located on any new subdivision; provided, that such office and billboard, if located in an R zone, shall be used only for the sale of property located in the subdivision in which such office and billboard are located, and shall be removed at the end of two years from the date of the recording of the map of the subdivision upon which the office and billboard are located.

(Prior Code § 10-3.613)

**17.12.150 Temporary construction building.**

Temporary structures for the housing of tools and equipment or containing supervisory offices in connection with major construction projects may be established and maintained during progress of such construction on such project; provided, that such temporary structure may not be maintained for a period exceeding one year.

(Prior Code § 10-3.614)

**17.12.160 Parking and storage of mobile homes.**

It is unlawful for any persons to place, keep or maintain or permit to be placed, kept or maintained, any mobile home, except a travel trailer, upon any lot, piece or parcel of land within the residential zones of the City, except in a mobile home park or in a residential zone wherein this is a permitted use. Any such unit located on property annexed to the City may be maintained as a non-conforming use.

(Ord. CS 484, 1981)

**17.12.170 Parking and storage of trailer, travel trailer, camper and recreational vehicle.**

It is unlawful for any person to place, keep or maintain, or permit to be placed, kept or maintained, a trailer, travel trailer, camp car, camper or recreational vehicle within the residential zones of the City, except in a mobile home park or travel trailer park with the following exceptions:

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- A. Such facilities may be placed, kept or maintained wholly within a structure lawfully existing on the premises; or
- B. Such facilities may be placed within the rear or side yard setbacks.
- C. Such facilities may be placed within the front yard, provided the vehicle does not overhang the sidewalk or extend into the City right-of-way or the corner lot clearance area as specified in Section [17.12.120](#).
- D. Exemption: (1) Visitors who are not residents of the City of Atwater are exempt from the above for a period of 72 hours. (2) Any recreational vehicle mentioned in this section may be parked in the street for a period of 72 hours for loading, unloading, cleaning, or mowing the lawn.
- E. All units would have to meet the requirements listed in corner lot vision clearance specified in Section [17.12.120](#).
- F. Vans or pickups with camper shells which do not exceed an overall height of 84 inches, or pickups without camper shells are not considered to be recreational vehicles.

(Ord. CS 749, 9-8-1997; Ord. CS 489, 1981)

**17.12.180 Mobile living units in nonresidential zones.**

It is unlawful for any person to place, keep or maintain, or permit to be placed, kept or maintained, any mobile living unit upon any lot, piece or parcel of land within the nonresidential zones of the City other than in a mobile home park or trailer park except for storage, sale or business use, as permitted in such zone.

(Prior Code § 10-3.615(c); Ord. CS 364, 1978)

**17.12.190 Permitted locations of buses, motor trucks, trailers, semi-trailers and truck-tractors.**

It is unlawful for any person to place, keep or maintain, or to permit to be placed, kept or maintained, any bus, motor truck, trailer, semi trailer or truck tractor in the City of Atwater except for pickup or delivery service, or public agency or utility company vehicles while used on official business, or as part of the operation of a legally existing nonconforming use; provided, that in no case shall such bus, motor truck, trailer, semi trailer or truck tractor be parked at any location in the City of Atwater longer than required for such pickup or delivery service or official business, other than within the grounds of a legally existing nonconforming use located within the City of Atwater and of which operation the bus, motor truck, trailer, semi trailer or truck tractor is part. This section shall not apply to pickup trucks as defined in Section [17.06.630](#), travel trailers as defined in Section [17.06.625](#) nor does it apply to fifth-wheel travel trailers as defined in Section [17.06.258](#).

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(Prior Code § 10-3.617; Ord. CS 755, 12-8-1997; Ord. CS 844, 9-13-2004)

**17.12.195 Fines.**

- A. A first violation of Section [17.12.190](#) is punishable by a fine not to exceed \$50.00.
- B. A second violation within one year of the first violation is punishable by a fine not to exceed \$100.00.
- C. A third violation within one year of the first violation is punishable by a fine not to exceed \$150.00.

(Ord. CS 755, 12-8-1997)

**17.12.200 Large scale development plans – Submission to Planning Commission.**

In any land use district or in areas newly annexed or proposed to be annexed to the City, plans for a large scale development may be submitted to the Planning Commission and City Council for their informal approval with regard to the overall development of such acreage.

(Prior Code § 10-3.618; Ord. CS 408, 1979)

**17.12.210 Planning Commission to prescribe form and scope of petitions.**

The Planning Commission shall, in its rules, prescribe the form and scope of all petitions and applications provided for in this title and of accompanying data to be furnished so as to assure the fullest practicable presentation of facts for proper consideration of the matter involved in each case and for a permanent record. Any petition for a variance, use permit, or amendment as provided for in this title shall include a verification by at least one of the petitioners, attested before a notary public or before the City Clerk.

(Prior Code § 10-3.2601)

**17.12.220 Enforcement.**

- A. All departments, officials and public employees of the City vested with the duty or authority to issue permits shall conform to the provisions of this title and shall issue no permit, certificate, or licenses for uses, buildings, or purposes in conflict with the provisions of this title; and any such permit, certificate, or license issued in conflict with the provisions of this title shall be null and void.
- B. It shall be the duty of the building inspector to enforce the provisions of this title pertaining to the erection, construction, reconstruction, moving, conversion, alteration, or addition to any building or structure.

(Prior Code § 10-3.2701)

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**17.12.230 Public nuisance - Abatement.**

Any building or structure set up, erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of this title, and any use of any land, building or premises established, conducted, operated, or maintained contrary to the provisions of this title, is unlawful and a public nuisance, and the City Attorney shall upon order of the Council immediately commence action or proceedings for the abatement and removal and enjoinder thereof in the manner provided by law, and shall take over other steps and shall apply to such courts as may have jurisdiction to grant such relief as will abate and remove such building or structure, and restrain and enjoin any person from setting up, erecting, building, maintaining, or using any such building or structure or using property contrary to the provisions of this title. The remedies provided for herein shall be cumulative and exclusive.

(Prior Code § 10-3.2702)

**17.12.240 Reserved.**

**Editor's note—** Ord. CS 938, § 1, adopted Jan. 28, 2013, repealed § 17.12.240, which pertained to fee exemptions and derived from prior Code § 10-3.2801.



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

**FROM:** Christopher Hoem, City Manager

**PREPARED BY:** Scott Ruffalo, Assistant Planner

**SUBJECT:** **Adopting an Ordinance Adopting Zoning Ordinance Text Amendment No. 25-16-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to Adjust the Setbacks for Accessory Structures (Carports) in Section 17.16.080 of this Chapter (City Manager Hoem)**

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### **RECOMMENDED COUNCIL ACTION**

Adoption of Ordinance No. CS 1079 Adopting Zoning Ordinance Text Amendment No. 25-16-0100 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to Adjust the Setbacks for Accessory Structures (Carports) in Section 17.16.080 of this Chapter.

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

This is the second reading of the Ordinance. The first reading was completed at the Regular City Council meeting of November 10, 2025.

##### **1. BACKGROUND:**

The regulations for accessory buildings/structures were first adopted in 1983 and partially revised in 2024. While other nearby cities have modernized their corresponding regulations, the City of Atwater needs an update in this matter. Currently, the Atwater Municipal Code (AMC) Section 17.16.080(F) states that “detached accessory buildings...shall not encroach on any exterior yard setback...” This Zoning Ordinance Text Amendment (ZOTA) would amend the code to allow carports located on a paved driveway to abut the front property line.

##### **2. ANALYSIS:**

The city has received several inquiries regarding the location of carports. Currently, carports cannot be placed within the front yard setback area, which is typically within 20 feet of the front property line. This amendment allows property owners to locate their carports against the front property line, which will typically allow the carport to be next to the sidewalk. If the carport is attached to the main building or home, then the carport is not considered part of the main building for the purposes of

main building setback requirements. If the carport is detached from the main building, then the carport must be located at least five feet away from the main building for fire safety purposes. This change promotes administrative efficiency and reduces unnecessary costs for applicants.

**II. FISCAL IMPACTS:**

No negative fiscal impacts are anticipated with the approval of this project.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

The ordinance will amend Section 17.16.080 of the AMC. The draft ordinance does not conflict with any policies of the General Plan or other City policies or guidelines.

**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 speak prior to City Council action.

**VIII. ENVIRONMENTAL REVIEW:**

Pursuant to the California Environmental Quality Act (CEQA), the draft ordinance is categorically exempt under section 15061, (b)(3). This exemption states that the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Therefore, the activity is not subject to CEQA.

**IX. STEPS FOLLOWING APPROVAL:**

This is the second reading of the Ordinance.

Submitted and Approved by:



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Chris Hoem, City Manager

Attachments:

1. 0275-25 Resolution Signed
2. RSO 0275-25 Draft Ordinance
3. RSO 0275-25 Exhibit A (Proposed Ordinance of Ch. 17.16)
4. RSO 0275-25 Exhibit B (Redlined Version of Ch. 17.16)
5. RSO 0275-25 Exhibit C (Current Ordinance for Ch. 17.16)



## PLANNING COMMISSION OF THE CITY OF ATWATER

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### RESOLUTION NO. 0275-25

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ATWATER RECOMMENDING THE CITY COUNCIL ADOPT ZONING ORDINANCE TEXT AMENDMENT NO. 25-16-0100 AMENDING CHAPTER 17.16 "LOW DENSITY RESIDENTIAL DISTRICTS" OF THE ATWATER MUNICIPAL CODE TO ADJUST THE SETBACKS FOR CARPORTS IN SECTION 17.16.080 OF THIS CHAPTER.**

**WHEREAS**, the Planning Commission held a duly noticed public hearing as required by law on October 15, 2025; and,

**WHEREAS**, this project is exempt under California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3), the common sense exemption, which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,

**WHEREAS**, the Zoning Ordinance Text Amendment (ZOTA) will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor will it have any adverse effect on the community; and,

**WHEREAS**, the Planning Commission finds that the following findings can be made for ZOTA No. 25-16-0100:

1. The proposed ordinance is consistent with the Atwater General Plan.
2. Adoption of the resolution recommending the City Council adopt the proposed ordinance is exempt from CEQA review under CEQA guideline section 15061(b)(3).
3. The public hearing for this project has been adequately noticed and advertised.
4. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

**NOW THEREFORE BE IT RESOLVED**, that the recitals above are true and correct and hereby incorporated by reference. The Planning Commission of the City of Atwater does hereby recommend that the City Council adopt ZOTA No. 25-16-0100.

The foregoing resolution is hereby adopted this 15<sup>th</sup> day of October, 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**



DON BORGWARDT,  
CHAIR

**ATTEST:**



CHRIS HOEM,  
CITY MANAGER



## CITY COUNCIL OF THE CITY OF ATWATER

### ORDINANCE NO. XXXX

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. 25-16-0100 AMENDING CHAPTER 17.16 "LOW DENSITY RESIDENTIAL DISTRICTS" OF THE ATWATER MUNICIPAL CODE TO ADJUST THE SETBACKS FOR CARPORTS IN SECTION 17.16.080 OF THIS CHAPTER.

**WHEREAS**, on October 15, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

**WHEREAS**, the Zoning Ordinance Text Amendment (ZOTA) will not have a detrimental effect on the health, safety, and welfare of the neighborhood, nor have any adverse effect on the community; and,

**WHEREAS**, the City Council finds that the following findings can be made for ZOTA No. 25-16-0100:

1. The proposed ordinance is consistent with the Atwater General Plan.
2. Adoption of the ordinance is exempt from CEQA review under CEQA Guidelines section 15061(b)(3).
3. The public hearing for this project has been adequately noticed and advertised.
4. The project will not have a detrimental effect on the health, safety, and welfare of the neighborhood or any adverse effects on the community.

**NOW THEREFORE BE IT ORDAINED**, by the City Council of the City of Atwater as follows:

**SECTION 1.** Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

**SECTION 2.** CEQA. The City Council finds, in the exercise of its independent judgment, that the adoption of this ordinance is exempt under California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3), the common sense exemption, which provides that

CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 3. General Plan.** The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan.

**SECTION 4. Code Amendment.** Section 17.16.080 of the Atwater Municipal Code is hereby amended and restated to read in its entirety as provided in "Exhibit A," attached hereto and incorporated herein by reference.

**SECTION 5. Effective Date.** Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Merced County and circulated in Atwater, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

**SECTION 6. Publication.** The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

**SECTION 7. Custodian of Records.** The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 1160 Fifth St, Atwater, CA 95301.

**SECTION 8. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

(THE ORDINANCE CONTINUES TO THE NEXT PAGE)

**INTRODUCED:**

**ADOPTED:**

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

**MIKE G. NELSON,  
MAYOR**

**ATTEST:**

**KORY J. BILLINGS,  
CITY CLERK**

## CHAPTER 17.16 LOW DENSITY RESIDENTIAL DISTRICTS

### 17.16.010 Purpose.

To protect the value and charm of the existing residential areas, and to promote health, safety, comfort, convenience, and the general welfare, the following single-family residential districts are established by this chapter:

R-E Residential Estate

R-1-10, R-1-8, R-1-6, and R-1-5.

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

### 17.16.020 Principal permitted uses.

- A. One single-family dwelling per lot.
- B. Supportive housing as defined in Section 17.06.613.
- C. Transitional housing as defined in Section 17.06.627.

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 1014, § 3, 9-23-2019; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

### 17.16.030 Accessory uses.

Accessory buildings and uses customarily appurtenant to a single-family residence, such as:

- A. Garages, carports, off-street parking areas;
- B. Private swimming pools;
- C. Sheds for tools and garden equipment (see Section 17.16.080);
- D. Parabolic antennas;
- E. Living quarters for relatives, friends, or persons regularly employed on the premises, but not rented or otherwise conducted as a business, provided that no kitchen facilities are installed;
- F. Community care facilities;
- G. Occupations conducted away from home, when the residence is used only as business address. (See definitions: Home Occupation.)

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

### 17.16.040 Conditional uses requiring a permit.

- A. Public and quasi-public buildings and uses of recreational, educational, religious, cultural, or public service types; not including corporation yards, storage, repair yards, warehouses and similar uses;
- B. Home occupations;

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- C. A second unit with kitchen and bath facilities, if in compliance with Chapter 17.28.
- D. Detached accessory structures greater than 500 square feet in size but cover less than 60 percent of the lot upon which it is constructed.

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 804, 8-12-2002; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

#### **17.16.045 Prohibited uses.**

The maintenance of kennels, and storage for any commercial purpose shall be prohibited.

(Ord. CS 559, 1984; Ord. CS 529, 1983; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

#### **17.16.050 Lot area, dimension, setbacks, density, and coverage.**

The following minimum requirements shall be observed, except where increased for conditional uses, or by the Planning Commission or City Council to mitigate environmental impact.

	R-E	R-1-10	R-1-8	R-1-6	R-1-5
Minimum Lot Area per dwelling unit (sq. ft.)	16,000	10,000	8,000	6,000	5,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60	50
Minimum Lot Width (feet) Corner Lot	110	100	80	70	60
Minimum Lot Depth	130	100	100	100	100
Minimum Front yard Setback (exterior)	20	20	20	20	10
Minimum Rear yard Setback	20	20	20	15	5
Minimum Side yard Setback (interior)	10	10	5	5	5
Minimum Side yard Setback Corner Lot abutting a front yard					
abutting a front yard	20	20	15	15	10
abutting a side yard	10	10	10	10	2
Minimum Landscaped or open recreational area	30 percent	30 percent	30 percent	30 percent	25 percent

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 595, 1985; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

#### **17.16.055 Exceptions to setback requirements.**

Setback requirements along major arterials shall supersede the requirements of this chapter.

- A. To offset the monotonous building setbacks, a property owner may choose to reduce the front yard setback by up to three feet, but shall be required to have the same number of feet added to the regular rear yard by the same number of feet.

If a property owner chooses to give an additional three feet or less in addition to the required front yard setback, he may reduce the rear yard by the same number feet.

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- B. Side yard for boat and RV parking. If the property owner adds an extra five feet to a five foot side yard requirement, in order to park vehicles behind the front yard setback, he may encroach by five feet into the rear yard setback.
- C. Single family residential setbacks for lots that front on a cul-de-sac bulb and have an average lot depth of less than 100 feet may encroach by up to five feet into the required front yard setback provided the garage be no closer than 20 feet to the property line.
- D. Attached unenclosed patio covers may encroach by ten feet into the required rear yard setback.

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 595, 1985; Ord. CS 905, § 1, 5-26-2009; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

### **17.16.060 Height of structures.**

No building constructed in this zone shall exceed a height of 35 feet unless the following has occurred:

- 1. The Fire Marshal and Chief Building Official, or designees, have both approved the site plans, improvement plans, and/or other required submittals for the project; and
- 2. The Planning Commission makes all of the following findings:
  - A. The applicant has adequately demonstrated a need for the project to exceed 35 feet in building height that is related to the project's benefit to the community, or due to site constraints, or in order to achieve desired architectural qualities;
  - B. The project will be exemplary in its design;
  - C. The project design will complement and be compatible with the setting and the character of the neighboring properties with sensitivity to any adjacent federal, state, and City or other historic landmarks;
  - D. The project's proximity to railroads, airports, major freeways or highways, or other transportation hubs, stations, or centers will not interfere, impede, or otherwise disturb such transit services;
  - E. The project is consistent and compatible with the City's General Plan, Zoning Code, and other adopted specific plans and/or master plans;
  - F. Intended use of the project will enhance or promote the standard of living for City residents, and/or the local economy;
  - G. The project's proposed height would not adversely affect visual blockage of light, air, or cause intrusion of privacy to adjacent and surrounding properties;
  - H. The project is not detrimental to the health, safety, peace, comfort, and general welfare of persons or property in the neighborhood and surrounding environs, including without limitation, it will not affect emergency response times or services, nor seismic and/or structural integrity; and
  - I. The project's proposed building height does not impede pedestrian or vehicular accessibility along any public or private pathways, sidewalks, driveways or roadways, visually impede any safe use of the same, or otherwise present a hazard to pedestrian or vehicular use of the same.

Additional conditions of approval may be imposed by the Planning Commission relative to the project as it relates to this section.

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### **17.16.080 Other required conditions.**

- A. Off-street parking as required elsewhere in this title.
- B. Clear zone: On corner lots, the maximum height within 25 feet of that point of the lot nearest to the street intersection may not exceed three feet, and provided further, that no fence, hedge, wall or other natural or structural object shall in any way impair visibility at intersections in such a manner as to endanger life, health, or property.
- C. Landscaping shall not obscure ingress or egress of neighboring properties so as to endanger health and safety.
- D. Distance between main buildings shall be a minimum of ten feet, unless fire or building code require a larger distance.
- E. Zero lot line may be established in Planned Development zones and in new development in compliance with Article 16, Subdivision Ordinance of the Atwater Municipal Code.
- F. Detached accessory buildings shall not exceed a height of 16 feet to the highest point of the roof, and shall not encroach on any exterior yard setback, and may not be placed within five feet of the interior rear or side property line.
- G. Accessory buildings on through lots shall have not less than 20 feet to the rear property line.
- H. An accessory building or structure, which contains less than 120 square feet of projected roof area and is less than eight feet in overall height is exempt from the provisions of this chapter, provided that no such structure shall encroach on any exterior yard or easement, and that only one exempt structure is permitted per residential lot.
- I. Accessory structures shall not exceed 500 square feet in size or cause greater than 60 percent lot coverage (for accessory structures exceeding 500 square feet in size see Section 17.16.040).
- J. Reserved.
- K. Distance between main buildings and detached accessory buildings/structures shall be a minimum of five feet unless fire or building codes require a larger distance.
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**17.16.090 Reserved.**

Ord. CS 1059, § 1, adopted March 27, 2023, repealed § 17.16.090, which pertained to site plan and design review.

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### 17.16.010 Purpose.

To protect the value and charm of the existing residential areas, and to promote health, safety, comfort, convenience, and the general welfare, the following single-family residential districts are established by this chapter:

R-E Residential Estate

R-1-10, R-1-8, R-1-6, and R-1-5.

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

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- A. Garages, carports, off-street parking areas;
- B. Private swimming pools;
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- D. Parabolic antennas;
- E. Living quarters for relatives, friends, or persons regularly employed on the premises, but not rented or otherwise conducted as a business, provided that no kitchen facilities are installed;
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- G. Occupations conducted away from home, when the residence is used only as business address. (See definitions: Home Occupation.)

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

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- B. Home occupations;

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- C. A second unit with kitchen and bath facilities, if in compliance with Chapter 17.28.
- D. Detached accessory structures greater than 500 square feet in size but cover less than 60 percent of the lot upon which it is constructed.

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 804, 8-12-2002; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

#### **17.16.045 Prohibited uses.**

The maintenance of kennels, and storage for any commercial purpose shall be prohibited.

(Ord. CS 559, 1984; Ord. CS 529, 1983; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

#### **17.16.050 Lot area, dimension, setbacks, density, and coverage.**

The following minimum requirements shall be observed, except where increased for conditional uses, or by the Planning Commission or City Council to mitigate environmental impact.

	R-E	R-1-10	R-1-8	R-1-6	R-1-5
Minimum Lot Area per dwelling unit (sq. ft.)	16,000	10,000	8,000	6,000	5,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60	50
Minimum Lot Width (feet) Corner Lot	110	100	80	70	60
Minimum Lot Depth	130	100	100	100	100
Minimum Front yard Setback (exterior)	20	20	20	20	10
Minimum Rear yard Setback	20	20	20	15	5
Minimum Side yard Setback (interior)	10	10	5	5	5
Minimum Side yard Setback Corner Lot abutting a front yard	20	20	15	15	10
abutting a side yard	10	10	10	10	2
Minimum Landscaped or open recreational area	30 percent	30 percent	30 percent	30 percent	25 percent

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 595, 1985; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

#### **17.16.055 Exceptions to setback requirements.**

Setback requirements along major arterials shall supersede the requirements of this chapter.

- A. To offset the monotonous building setbacks, a property owner may choose to reduce the front yard setback by up to three feet, but shall be required to have the same number of feet added to the regular rear yard by the same number of feet.

If a property owner chooses to give an additional three feet or less in addition to the required front yard setback, he may reduce the rear yard by the same number feet.

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- B. Side yard for boat and RV parking. If the property owner adds an extra five feet to a five foot side yard requirement, in order to park vehicles behind the front yard setback, he may encroach by five feet into the rear yard setback.
- C. Single family residential setbacks for lots that front on a cul-de-sac bulb and have an average lot depth of less than 100 feet may encroach by up to five feet into the required front yard setback provided the garage be no closer than 20 feet to the property line.
- D. Attached unenclosed patio covers may encroach by ten feet into the required rear yard setback.

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 595, 1985; Ord. CS 905, § 1, 5-26-2009; Ord. CS 1069, § 4(Exh. A), 11-12-2024)

### **17.16.060 Height of structures.**

No building constructed in this zone shall exceed a height of 35 feet unless the following has occurred:

- 1. The Fire Marshal and Chief Building Official, or designees, have both approved the site plans, improvement plans, and/or other required submittals for the project; and
- 2. The Planning Commission makes all of the following findings:
  - A. The applicant has adequately demonstrated a need for the project to exceed 35 feet in building height that is related to the project's benefit to the community, or due to site constraints, or in order to achieve desired architectural qualities;
  - B. The project will be exemplary in its design;
  - C. The project design will complement and be compatible with the setting and the character of the neighboring properties with sensitivity to any adjacent federal, state, and City or other historic landmarks;
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  - I. The project's proposed building height does not impede pedestrian or vehicular accessibility along any public or private pathways, sidewalks, driveways or roadways, visually impede any safe use of the same, or otherwise present a hazard to pedestrian or vehicular use of the same.

Additional conditions of approval may be imposed by the Planning Commission relative to the project as it relates to this section.

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## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

**FROM:** Christopher Hoem, City Manager

**PREPARED BY:** Julia Coronado

**SUBJECT:** **Authorizing the Application and Amending the PLHA Plan for the Permanent Local Housing Allocation Program (City Manager Hoem)**

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### **RECOMMENDED COUNCIL ACTION**

Open the public hearing and take any testimony given;

Close the public hearing;

Motion to adopt Resolution No. 3585-25 authorizing the application and approving amendments to the City of Atwater's Permanent Local Housing Allocation (PLHA) Plan; or

Motion to approve staff's recommendation as presented.

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

#### **I. BACKGROUND:**

In 2017, Senate Bill (SB) 2, The Building Homes and Jobs Act, established a permanent source of funding to support affordable housing creation, preservation, and related programs across California. Funds are administered through the Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program.

On October 24, 2022, the City Council adopted Resolution No. 3349-22, authorizing the City of Atwater to apply for and administer its PLHA formula allocation for program years 2019-2023. Through its submission to the 2020 Notice of Funding Availability (NOFA), the City was awarded \$675,548 in PLHA funds.

HCD released an updated PLHA NOFA on October 15, 2024, requiring eligible jurisdictions to amend their PLHA Plans when modifying or expanding program

activities.

To meet current housing needs and align with updated state guidelines, staff is recommending amendments to the previously approved PLHA Plan.

## **II. ANALYSIS:**

### **1. Amendment to Use of 2022 and 2023 Allocations**

The City intends to amend its PLHA application for the:

- 2022 allocation of \$139,339, and
- 2023 allocation of \$103,072

Originally designated for pre-development, development, acquisition, rehabilitation, and preservation of affordable rental housing, these funds will now be redirected to assist individuals experiencing or at risk of homelessness, an eligible activity under the PLHA Program. This revision better aligns with current community needs and statewide goals to address housing challenges.

### **2. Amendments to the Accessory Dwelling Unit (ADU) Loan Program**

To expand local housing options and encourage residential infill, staff proposes the following changes to the City's PLHA-funded ADU Loan Program:

- Increase in maximum loan amount from \$40,000 to \$125,000, reflecting updated construction and financing costs.
- Adjustment to eligible household income from 60% of Area Median Income (AMI) to 120% of AMI, broadening eligibility and enabling more homeowners to participate.
- Minimum occupancy requirement: ADUs funded through the program must be rented for no fewer than 30 days, ensuring compliance with State guidelines and discouraging short-term vacation rental use.

#### Loan terms:

Loans of up to \$125,000 will be issued as zero-percent interest, 30-year deferred payment loans, consistent with PLHA requirements.

These amendments require updates to the City's PLHA Plan and Program Guidelines.

### **3. Compliance with HCD Requirements**

The amended PLHA Plan complies with Sections 302(c)(4) and 302(c)(5) of the PLHA Guidelines, including:

- Public notice and comment requirements
- Eligibility determinations

- Program structure and reporting criteria

Approval of the amended PLHA Plan will allow the City of Atwater to more effectively address local housing needs, expand the availability of accessory dwelling units, and provide targeted support to residents facing housing instability. Adoption of Resolution No. 3585-25 ensures continued compliance with HCD guidelines and positions the City to fully utilize State housing funds intended to support local housing priorities.

**II. FISCAL IMPACTS:**

There is no negative impact associated with approving this resolution. All activities and administrative costs will continue to be funded through the City's PLHA allocations.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

**IV. EXISTING POLICY:**

This item is consistent with goal numbers two (2), three (3), and six (6) of the City's 2026-2030 Strategic Plan to ensure safety of staff and our community, promote transparency through communication, and improve quality of life.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

The Community Development Department and the City Manager's office are coordinating this document.

**VII. PUBLIC PARTICIPATION:**

The public hearing was properly noticed and advertised for the regularly scheduled City Council hearing. The public can provide comments on this item prior to City Council action.

**VIII. ENVIRONMENTAL REVIEW:**

Pursuant to the California Environmental Quality Act of 1970, Public Resources Code §21000, et seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively, "CEQA"), the applying for and receiving of grant funds does not constitute a "project" within the meaning of Public Resources Code Section 21065, 14 Cal Code Reg. Section 15060(c)(2), 15060(c)(3), or 15378 because there is no potential that it will result in a direct or reasonably foreseeable indirect physical change in the environment. In addition, the activity is categorically exempt pursuant to Section 15061(b)(3), "Review for Exemptions" of the CEQA Guidelines, because there is no possibility that the activity will have a significant effect on the environment, and no further environmental review is

required. Therefore, the activity does not warrant further environmental review.

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council adoption of the Resolution, staff will file the Resolution with the City Clerk's office.

Submitted and Approved by:



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Chris Hoem, City Manager

Attachments:

1. Resolution XXXX-25 Amended PLHA
2. Atwater PLHA ADU Guidelines-final



**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 AUTHORIZING THE  
APPLICATION AND AMENDING THE PLHA PLAN  
FOR THE PERMANENT LOCAL HOUSING  
ALLOCATION PROGRAM**

**WHEREAS**, the Department is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2); and

**WHEREAS**, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated October 15<sup>th</sup>, 2024 under the Permanent Local Housing Allocation (PLHA) Program; and

**WHEREAS**, the City of Atwater is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

**WHEREAS**, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA, posted October 15<sup>th</sup>, 2024, in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules, and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. Applicant certifies that it was delegated by the City of Atwater to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
6. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).
10. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
12. The City Manager, or his designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

The foregoing resolution is hereby adopted this 8<sup>th</sup> day of December 2025.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**

"I, Kory J. Billings, City Clerk of the City of Atwater and as such Ex-Officio Clerk of the City Council of the City of Atwater, hereby certify that the foregoing Resolution is a true, correct, and complete copy of the original of such resolution, which is on file in my office.

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Kory J. Billings  
City Clerk of the City of Atwater, and  
Ex-Officio Clerk of the City Council of the  
City of Atwater, State of California."

# **CITY OF ATWATER**

## Accessory Dwelling Unit/Junior Accessory Dwelling Unit (ADU/JADU) Development and Repair Program Guidelines

**PLHA FUNDS**  
Serving the City of Atwater



**HCD PLHA: Approved: XX/XX/2023**

**CITY OF ATWATER  
ADU/JADU DEVELOPMENT AND REPAIR PROGRAM GUIDELINES**

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**CITY OF ATWATER**  
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# CITY OF ATWATER

## ADU/JADU DEVELOPMENT & REPAIR PROGRAM GUIDELINES

### **1.0. GENERAL**

The above-named entity, hereinafter referred to as the “Sponsor”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded ADU/JADU Development and Repair Program, funding will be used to provide financial assistance to households. Funding may be made available to households with incomes at or below 60% of AMI for predevelopment, development and/or repair of an ADU/JADU. The ADU/JADU Development and Repair Program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners seeking to develop, or correct health and safety items, as well as code violations, of ADU/JADU’s located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of predevelopment, new construction, conversion and structural modifications to existing homes necessary to accommodate an ADU or a JADU or necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant ADU/JADU, referred to herein as “secondary housing unit”. The Program will be administered by Self-Help Enterprises, hereinafter referred to as the “Program Operator”.

### **1.1. PROGRAM OUTREACH AND MARKETING**

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

**A.** The Fair Housing Lender logo and Accessibility logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as **Attachment D**. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

**B.** Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any Program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

## **1.2. APPLICATION PROCESS AND SELECTION**

### **A. Waiting List/Homeowner Contact**

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis). Assistance will be provided to eligible homeowners on a first-come, first served basis.

The Program Operator will contact homeowners by mail and/or by telephone to advise them of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

### **B. Application/Interview**

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and property values are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

### **C. Household Selection**

Households selected for participation in the Sponsor's ADU/JADU Development and Repair Program are those determined eligible upon completion of processes described in A. and B. above and either have an existing ADU/JADU or a lot adequate to support the development of an ADU/JADU.

### **D. Initial Inspection/Work Write-Up/Estimate**

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

#### **E. Bid Solicitation**

The homeowner will solicit his/her own bids. The homeowners shall obtain a minimum of two bids and submit them to Program Operator. Program Operator will review bids for cost reasonableness.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

#### **F. Pre-Construction Conference**

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, anticipated start date, pay schedule, and anticipated date of completion, with the homeowner and contractor.

#### **G. Loan Request/Approval**

A loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3. provides additional information on the loan approval process. Once approved, loan documents are executed, and the loan is funded.

#### **H. Start-Up/Field Inspections**

Following loan approval, the construction contract and Notice to Proceed are executed. The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the project site regularly in order to check the scope of work, inspect materials, and to confirm the project is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

#### **I. Change Orders**

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner and submitted to the Program Operator and Sponsor for signature approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

#### **J. Progress Payments**

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

#### **K. Final Inspections/Notice of Completion/Final Payment**

When the project is completed, the Program Operator inspects the work item by item with

the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

### **1.3. LOAN PROCESS**

The Sponsor's Loan Review Committee must approve all loans. The Loan Review Committee may approve assistance with ADU/JADU Development and Repair.

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

### **1.4. CONFLICT OF INTEREST REQUIREMENTS**

The Sponsor's Program, must follow the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e).

A contractor with a vested interest in the property cannot bid on a construction/rehabilitation project. Such a contractor may act as owner/builder, subject to standard construction procedures.

## **2.0. APPLICANT QUALIFICATIONS**

### **2.1. INCOME LIMITS**

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD Program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. ADU Program will be targeted to those with incomes at or below 60 percent of AMI and will ensure that 100% of funding in years one through five is provided to households with incomes below 60% of AMI. Program will be targeted to those with incomes at or below 60 percent of AMI and will ensure that 100% of funding in years one through five is provided to households with incomes below 60% of AMI. Households assisted under the ADU program in years one through five may have incomes up to 120% of AMI; however, occupancy of the ADU must be targeted to households below 60% of AMI in an effort to promote affordability that meets the needs of a growing workforce. Should the property owners household have income of 60% of AMI or below, the ADU may be made available to renters with incomes up to 120% of AMI.

**See Attachment C.**

The link to the official HCD maintained income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (choose "Official State Income Limits").

**Household:** means one or more persons who will occupy a housing unit. Unborn children may be counted.

**Annual Income:** Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

## **2.2. INCOME QUALIFICATION CRITERIA**

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing, kept in the applicant file and held in strict confidence.

### **A. HOUSEHOLD INCOME DEFINITION:**

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine Program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A.**

Housing and/or debt ratios are not considered as the funding provided creates no additional monthly financial obligation. If a homeowner has a mortgage, creditworthiness is verified by ensuring that all payments are current and that no late payments have been received in the past twelve months.

If the Borrower will occupy an ADU or a JADU, then the residents of the primary unit shall not be considered as part of the Household receiving funding for purposes of this section.

**See Attachment A: Title 25 Section 6914 Annual Income inclusions and Exclusions (State)**

### **B. ASSETS:**

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g., interest on a savings account – not the asset value, which is counted in annual income.*)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including penalties or fees for converting financial holdings and costs for selling real property. The market value of an item is counted as an asset.

**See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions**

## **2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS**

The Sponsor's ADU/JADU Development and Repair Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be developed/rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines. Loans provided to homeowners with incomes under 60% of AMI may rent units to tenants with incomes up to 120% of AMI. Homeowners with incomes above 60% of AMI will be required to rent units to households with incomes at or below 60% of AMI. Rent restrictions will be for a term of 10 years, will require affordable rents, and must be occupied for a term of no less than 30 days.

- A.** Continued residency is monitored annually, per **Attachment F**, for the term of the loan. Occupancy will be verified, reviewed, and certified by the submission of the following:
  - 1. Proof of occupancy in the form of a copy of a current utility bill; and
  - 2. Statement of unit's continued use as primary residence of the owner.
- B.** In the event that a homeowner sells, transfers title, or discontinues residence in the developed/rehabilitated property for any reason, the loan becomes due and payable.
- C.** If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.

The loan is not transferable except under the following limited circumstances:

The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;

A transfer of the Property where the spouse becomes an owner of the property;

A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or,

A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

### **3.0. PROPERTY ELIGIBILITY**

#### **3.1. CONDITIONS**

- A.** No unit will be eligible if a household's income exceeds the prescribed income limits listed in **Attachment C**.
- B.** Units to be developed/rehabilitated must be located within the incorporated areas of the

Sponsor's jurisdiction.

C. Property must contain a legal residential structure intended for continued residential occupancy.

D. All repair work will meet Local Building Code standards.

## 4.0. THE PROGRAM LOAN

### 4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

Deferred Payment Loans will be provided at zero interest to homeowners with existing ADU's for repairs or to construct a new ADU. The City will provide financing up to \$40,000 per unit for eligible applicants.

### 4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. The maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single-family home in the county in which the Program is located.
- B. Total indebtedness against property shall not exceed 100 percent of the after-rehabilitation value as determined by an appraisal. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.4.
- C. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

### 4.3. RATES AND TERMS

Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the Borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL, without penalty. **Note: If it is determined by the Sponsor that repayment of a PLHA Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**

- Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time; or,
- Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

A. In the event that a homeowner sells, transfers title, or discontinues residence in the developed/rehabilitated property for any reason, the loan shall become all due and payable.

**B.** Loans are not assumable.

**C.** If a homeowner fails to maintain residence on the property, converts the property to a commercial or non-residential use, the loan becomes all due and payable.

**D.** As specified in the Loan Agreement, all applicants who participate in the Program must maintain the property at post-construction conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

**E.** If a homeowner converts the developed/rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable.

**F.** As specified in the Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation/construction conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

**G.** Loans are not assumable. The following transfers of interest shall not require the repayment of the PLHA Program loan:

1. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;

2. a transfer in which the transferee is a person who occupies or will occupy the property, which is:

- (i) a transfer where the spouse becomes an owner of the property;
- (ii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
- (iii) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

#### **4.4 GRANTS**

#### **4.5. APPRAISAL**

**A.** The After-Rehab Value for rehabilitation projects is determined using the “Estimate of Value” method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and if possible, located within one mile of the subject property. The participants’ file will include

the estimate of value and document the basis for the value estimates. The purpose of the “Estimate of Value” method is to determine that the combined loans will not exceed the maximum combined loan-to- value limit, as described in Section 4.2.A above. If three comparable properties cannot be found, or if there is any question regarding the after-rehab value, the ARV must be determined by a licensed appraiser, as described in Section 4.4.B. below.

**B.** A licensed appraiser determines the after-rehab value for rehabilitation projects, when the “Estimate of Value” method cannot be used. For rehabilitation projects, the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. The cost of the appraisal will be included in the Borrower’s loan. The purpose of the appraisal is to determine that the after-rehab value of the housing unit will not exceed the applicable HOME Value Limit per HOME Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to- value limit, as described in Section 4.2.A above.

**C.** The After-Rehab Value for reconstruction/new construction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. The cost of the appraisal will be included in the Borrower’s loan. The purpose of the appraisal is to determine that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

## **4.6. INSURANCE**

### **4.6.1. FIRE INSURANCE**

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor. *Note: Funds cannot be used to pay insurance at any time.*

### **4.6.2. FLOOD INSURANCE**

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the Borrower’s file. *Note: Funds cannot be used to pay insurance at any time.*

## **4.7. LOAN SECURITY**

- A.** Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B.** Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a

first lien position once established.

## **5.0. PROGRAM LOAN SERVICING AND MAINTENANCE**

### **5.1. PAYMENTS ARE VOLUNTARY**

Borrowers may begin making voluntary payments at any time, without penalty.

### **5.2. RECEIVING LOAN REPAYMENTS**

**A.** Program loan payments will be made to:

City of ATWATER  
750 Bellevue Road  
ATWATER, CA 95301

**B.** The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income/Reuse Account, as required. The Program Sponsor will accept loan payments from Borrowers prepaying deferred loans, from Borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

### **5.3. LOAN SERVICING POLICIES AND PROCEDURES**

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts Borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

### **5.4. LOAN MONITORING PROCEDURES**

Homeowners will be required to submit each of the following to the Sponsor, annually, for the term of the loan, which will be reviewed and certified by the Sponsor or its designated Loan Servicing Agent at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

### **5.5. DEFAULT AND FORECLOSURE**

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and

attached to these guidelines as **Attachment G**.

## **5.6. SUBORDINATIONS**

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.

## **6.0. CONSTRUCTION**

### **6.1. STANDARDS**

- A. All repair work will meet Local Building Code standards. The priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies.

However, if certain components of the house ADU/JADU are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components.

- B. Contracting Process

- 1. Contracting will be done on a competitive basis.
  - 2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
  - 3. The Sponsor does not warrant any construction work, or provide insurance coverage.

- C. Approved Contractors

- 1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board and the Sponsor.
    - 2. Contractors will be checked against the Federal System for Award Management (SAM.gov) for debarred status. No award will be granted to a contractor on the Excluded Parties List System (EPLS).
    - 3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
    - 4. Contractor must agree to comply with all federal and state regulations.

- C. Sweat Equity Labor

The Sponsor does not allow sweat equity participation.

### **6.2. ELIGIBLE CONSTRUCTION COSTS**

Development of new Accessory Dwelling Unit (ADU/JADU) or Rehabilitation of existing Accessory Dwelling Unit (ADU/JADU).

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding.

Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation Programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s Test for Reconstruction (**see Attachment J**).

Additionally, funded projects the Sponsor must determine that the project’s value after reconstruction (housing and land combined) is less than the Maximum After- Rehabilitation Value for the Sponsor (**see Attachment C**).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Allowable rehabilitation\construction costs include:

- C. Cost of building permits and other related government fees.
- D. Cost of architectural, engineering, and other consultant services which are directly related to the development/rehabilitation of the property.
- E. Staff and overhead costs directly related to carrying out the eligible activities described in Guidelines Section 301(a) are “activity costs” and not subject to the cap on “administrative costs.” Activity delivery fees are considered part of the total financing; however, are not part of the loan to the Borrower.
- F. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems.

2. Code and Regulation Compliance

Eligible Rehabilitation costs include, but are not limited to, additional work required to rehabilitate the ADU, and bring it into compliance with current building codes and regulations.

3. -

#### 4. Rehabilitation Standards

All work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

### **6.3. ELIGIBLE PROJECT COSTS/ACTIVITY DELIVERY COSTS**

Examples of eligible project related costs for all expenses related to the paperwork for processing and insuring a loan application are listed below.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Flood Insurance, as applicable

Costs are based on charges currently incurred by the Sponsor, or the Program Operator, for these products and/or services. Any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

### **6.4. REPAIR CALLBACKS**

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

## **7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**

### **7.1. AMENDMENTS**

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

## **7.2. EXCEPTIONS**

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

### **7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES**

- A.** The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B.** The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

## **8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**

### **8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE**

Complaints concerning the Sponsor's ADU/JADU Development and Repair Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

### **8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR**

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

## **ATTACHMENT A**

### **Title 25 Section 6914 Gross Income Inclusions**

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

“Income” shall consist of the following:

- (a) Except as provided in subdivision (b), “Exclusions”, all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:
  - (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
  - (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
  - (3) Interest and dividends;
  - (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
  - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay;
  - (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
    - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
    - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
  - (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

### **Title 25 Section 6914 Gross Income Exclusions**

(b) The following items shall not be considered as income:

- (1) Casual, sporadic or irregular gift items;
- (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans, not used for the above purposes of which are available for subsistence are to be included in income;
- (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
- (6) Relocation payments made pursuant to federal, state, or local relocation law;
- (7) Foster child care payments;
- (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
- (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
  - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
  - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

## ATTACHMENT B

### PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

#### **Inclusions**

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

#### **Exclusions**

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

**ATTACHMENT C**

<b>HCD INCOME LIMITS FOR MERCED COUNTY AREA</b>								
<b>*effective 6.15.2023</b>								
<b>Area Median Income</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Extremely Low-Income 30%	\$17,350	\$19,800	\$24,860	\$30,000	\$35,140	\$40,280	\$45,420	\$50,560
Very Low-Income 50%	\$28,900	\$33,000	\$37,150	\$41,250	\$44,550	\$47,850	\$51,150	\$54,450
Low Income 60%	\$46,200	\$52,800	\$59,400	\$65,950	\$71,250	\$76,550	\$81,800	\$87,100
Moderate Income 80%	\$70,400	\$80,450	\$90,500	\$100,550	\$108,600	\$116,650	\$124,700	\$132,750

\*income limits are subject to change annually <https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits>

## ATTACHMENT D

### ADU/JADU HOUSING REHABILITATION MARKETING PLAN

#### **SUMMARY**

The Sponsor will continue its efforts to market the ADU/JADU Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the ADU/JADU Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

#### **MARKETING FORMS**

Fliers Brochures

Newspaper Ads and Articles Public Service Announcements Public Informational Meetings

#### **MARKETING VENUES**

Local Government Buildings Local Public Services Buildings Private Businesses

Lending Agencies Real Estate Offices Newspaper

Radio Mail

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**ATTACHMENT E****LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF ATWATER**

The City of ATWATER, hereafter called "Sponsor," has adopted these policies and procedures in order to preserve its financial interest in properties whose "Borrowers" have been assisted with public funds. The Sponsor will, to the greatest extent possible, follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions that are associated with them.

The Sponsor may, at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan; 8) the Sponsor as Senior Lienholder; and 9) processing of demands and payoffs.

**1. Loan Repayments:**

The Sponsor will collect monthly payments from those Borrowers who are obligated to do so under Notes that are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly due date.

For Notes that are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

At time of completion, the funds expended on a housing unit will be compared to the Note amount. Any funds not expended at completion will be considered a "principal reduction" and will be applied to the principal loan balance thereby lowering the amount owed by the Borrower. Borrowers will receive a closeout letter after the 30-day retention period indicating the amount of their Note, the credit, and the ending balance on their loan. A copy of this credit along with the final cost break-down will be retained in the Borrower's file.

The State HOME Program "HOME" has selected the Recapture option of ensuring the

affordability of housing acquired by HOME-assisted homebuyers.

There is no affordability period in the Sponsor's ADU/JADU Housing Rehabilitation Program; therefore, all payments and payoffs received are Program Income.

**2. Payment of Property Taxes and Insurance:**

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. If Borrower fails to maintain the necessary insurance, the Sponsor may use non-grant funds to take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as loss payee will be required at close of escrow. The Sponsor must verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes, the Sponsor may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

**3. Required Request for Notice of Default:**

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

**4. Annual Occupancy Verification:**

On owner-occupant loans, the Sponsor requires that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan.

Occupancy will be verified, reviewed and certified by the submission of the following:

- Proof of occupancy in the form of a copy of a current utility bill; and
- Statement of unit's continued use as primary residence of the owner.
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor, or its designated Loan Servicing Agent, and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD Program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan is due and payable. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and

payable.

The following transfers of interest shall not require the repayment of the ADU/JADU Development & Repair Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
  - 1) a transfer where the spouse becomes an owner of the property;
  - 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
  - 3) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

**6. Requests for Subordinations:**

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no “cash out” as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the Borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- A. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- B. not have a temporary interest rate buy-down;
- C. have a term “all due and payable” that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
- D. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

**7. Process for Loan Foreclosure:**

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans; the Sponsor, or its designated Loan Servicing Agent, will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice

of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

## 8. Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- A. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- B. Can the Borrower refinance with a private lender and pay off the Sponsor?

- C. Can the Borrower sell the property and pay off the Sponsor?
- D. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- E. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer Program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

#### **9. Process Demands and Payoffs:**

Requests for demands and payoffs will be processed within the time frame allowed by law. Sponsor or its designated Loan Servicing Agent is proficient in performing the related calculations. Reconveyance and lien releases would be prepared for processing by a qualified Title Company.

## ATTACHMENT F

### CITY OF ATWATER'S FORECLOSURE POLICY

#### Sponsor As Junior Lienholder

It is the City of ATWATER's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

#### Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which

time the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

**ATTACHMENT G: CERTIFICATION OF OCCUPANCY CITY OF ATWATER**

I/We \_\_\_\_\_ declare as follows:  
(Please Print Occupant/Borrower's Name(s))

That I/we am/are currently occupying as my/our principal place of residence the real property commonly known as:

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State, Zip code)

Daytime Phone Number: \_\_\_\_\_

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, CA (Date)  
(City)

I/We declare under penalty of perjury that the foregoing is true and correct. Signature(s) of all occupants:

Occupant: \_\_\_\_\_

Occupant: \_\_\_\_\_

Occupant: \_\_\_\_\_

Occupant: \_\_\_\_\_

Occupant: \_\_\_\_\_

## ATTACHMENT H

### HOUSING REHABILITATION/RECONSTRUCTION PROGRAM CONTRACTOR GUIDELINES AND INFORMATION SHEET



#### SELF-HELP ENTERPRISES

#### Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet

##### Introduction

The mission of Self-Help Enterprises (SHE) is to work together with low-income families to build and sustain healthy homes and communities.

Though known as a top agricultural production region, the San Joaquin Valley has among the highest poverty rates in the State of California with many rural, unincorporated communities lacking adequate housing, water and sewer services. In particular, the people who provide the source of labor for the agricultural fields can find little except substandard housing in existing stock, and have insufficient income to qualify for standard new home loans. Similarly, the low income, elderly, and handicapped often find themselves trapped in substandard housing. Through our programs, staff works with cities, counties and residents to help meet the needs of our participants and the communities they call home.

SHE appreciates your interest in improving the housing conditions of low-income families in the San Joaquin Valley. It is our hope that together we can realize the dream of safe and decent housing for the less fortunate in our community.

##### **A. General Program Information**

The aim of the ADU/JADU Housing Rehabilitation/Reconstruction Program is to repair or replace houses making life-safety and sanitary upgrades under the standards of the California Building Code (CBC) and the requirements of the State and/or Federal funding sources.

To accomplish this, Self-Help Enterprises (SHE):

1. Assists the jurisdiction to apply for funds providing low-interest financing to eligible Owners so that they can afford to rehabilitate or reconstruct their home or rental unit;
2. Contracts with the jurisdiction to provide technical assistance for the financial and construction aspects of the program; and
3. Keeps projects on schedule, running smoothly, and when problems arise, works with all parties to swiftly resolve those problems.

##### **B. Work Standards**

The work must meet all applicable building codes and be done in a competent manner. We expect professional quality. Everything must be functional, visually acceptable, and be built to California Building Performance Guidelines for Residential Construction Standards.

#### **C. Contractor Eligibility**

1. Contractors must be licensed in the State of California as a Class B General Contractor and their license must be in good standing with the Contractors' State Licensing Board;
2. California law requires Contractors have a minimum of \$1,000,000.00 liability insurance, worker's compensation, and a valid Contractor Bond. ***Evidence of these must be provided prior to entering into a Construction Contract and insurance must be in force throughout the term of the Contract;***
3. Contractors will be checked against the Federal System for Award Management (SAM.gov) for debarred status. Contractors listed on the Excluded Parties List System (EPLS) are ineligible;
4. Contractors must complete an application;
5. Contractors may be asked to participate in project orientation; and
6. Contractors will receive an evaluation after every project.

#### **D. Contractor Suspension/Elimination from Bid List**

A Contractor will be moved to the Inactive Contractor List for the reasons identified below and/or if a performance evaluation results in a Below Standard rating. If not permanently eliminated, a Contractor can submit a request to be reinstated to Active status upon correction of the issue or following the time period found in parenthesis by each reason.

1. Contractor fails to return the annual request for confirmation of interest in remaining on the Active Contractor List (Upon Receipt of Confirmation of Interest)
2. Contractor's license is no longer valid (Upon Proof of Correction)
3. Inability to acquire insurance (Upon Proof of Correction)
4. Failure to finish one or more projects in the time specified in the Contract (One Year)
5. Failure to prove the knowledge and/or ability to perform the work required of any given Contract per the California Building Code (One Year AND Upon Proof of Correction)
6. Quality of work does not meet specifications in the Contract (One Year)
7. Failure to resolve legitimate complaints about the workmanship and/or materials (Permanent Elimination)
8. Evidence of financial problems (One Year AND Proof of Positive Credit/Credit Report)
9. Withdrawal of bids and/or failure to attend bid tours (Six Months)
10. Pressuring Owners to choose a specific Contractor; promising rebates, kickbacks, or additional work not included in the bid documents, or otherwise trying to circumvent the bid process in an unethical or illegal manner (Permanent Elimination)
11. Failure to disclose that the Contractor, or an employee of the Contractor, is the Owner of, or has a financial interest in, the property the Contractor is rehabilitating (Permanent Elimination)
12. Failure to comply with established jurisdiction guidelines and/or standards (Permanent Elimination)

## **E. Federal/State Requirements**

The paperwork required (contracts, bid procedures, payment requisition, etc.) is designed to protect the Contractor's and Owner's interests, and it is far less complicated than the typical federally-funded project.

Three requirements to take note of are:

1. Equal opportunity laws govern the program. Discriminatory practices in the employment of individuals based on race, creed, color, gender, age, religion, or national origin are unacceptable;
2. No jurisdiction or SHE employee can have any direct or indirect financial interest in the work to be performed and cannot have any financial dealings with Contractors or Owners involved in the program; and
3. Neither a Contractor, nor their employee(s) can be the Owner of or have a financial interest in the property, except as an Owner-Builder.

## **F. Scope of Work**

The Owner, working with SHE staff and jurisdiction inspectors, decides on the work. This is specified in the bid documents and any drawings needed.

## **G. Bid/Contractor Selection**

When a home comes up for bid in the area(s) you requested, your name/company will be submitted with other contractors to the family for consideration. If the family selects your name, you will be contacted by a SHE Rehabilitation Specialist to attend a bid tour. Owners have the right to exclude Contractors from the list without justification, and they may request that other qualified Contractors be added. Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour.

1. Contractors must develop a proven performance record to be awarded multiple contracts. A Contractor develops a proven performance record upon completion of the following steps:
  - a. All new Contractors who have been awarded their first contract under the Housing Rehabilitation Programs operated by SHE are not eligible to receive additional contracts until the awarded contract is completed and project performance is evaluated by the jurisdiction's building official or building inspector and SHE's Rehabilitation Construction Manager or Rehab Specialist (see attached Contractor Project Performance Evaluation).
  - b. After completion and positive evaluation of the first contract, a Contractor may be awarded two contracts but will not be eligible to receive additional contracts until one or both of the two awarded contracts are completed and evaluated.
  - c. Following the completion of three, positively evaluated contracts, a Contractor is considered to have established a proven performance record. Once a Contractor establishes a proven performance record, that Contractor is eligible to bid and receive multiple contracts.
2. Contractors cannot submit a bid on any property in which they have a vested interest. Such a Contractor may act as an Owner-Builder, subject to standard construction procedures. (Owner- Builders are reimbursed for purchased materials which are verified by invoice/receipt and used on the project, but they are not reimbursed for labor. Reimbursement occurs after the work is completed, inspected by the Building Department as required/applicable, and verified by a SHE Rehabilitation Specialist).

3. Homeowners are encouraged to accept the lowest reasonable bid. Reasonableness is determined by comparing the bids received with the cost estimate prepared by the SHE Rehab Specialist. Bids should be within 10% of SHE's cost estimate.
4. The total bid amount is **non-confidential** and available for everyone to see. However, the itemized amounts for each part of the work required with the bid are **confidential**.
5. Construction Contract is between the Owner and Contractor. Neither the jurisdiction nor SHE is a party to the Contract. The Owner pays for all work specified in the Contract from the loan which he or she has received.

#### **H. Change Orders**

All changes in the scope of work must be in writing and approved by the Owner, Contractor, SHE Rehab Specialist, and the jurisdiction. No changes to the scope of work should be handled without a written change order. It is not a sound business practice. The Contractor has no guarantee of payment without an approved, written change order.

#### **I. Loan Funds**

Loan funds are safe. A construction account is established with SHE for each project. Before the project starts, the loan funds are on deposit. Since no money can be withdrawn without authorization by the Owner and review by SHE, you can be assured that funds are available to cover the amount of the Contract.

#### **J. Payment**

Contractor submits an invoice for a progress payment based on work completed. The invoice must be inspected and approved by the Owner and SHE's Rehab Specialist prior to payment of the invoice. Generally a contractor will receive payment by mail within two (2) to three (3) weeks after submitting an invoice.

Ten Percent (10%) of each invoice will be withheld and paid to the Contractor thirty-five days after the Notice of Completion has been recorded and all paperwork has been submitted and pick up/punch list work completed.

We look forward to talking to you more about this opportunity. Please feel free to call the office if you would like more information.

Melissa Valdez  
Manager – Housing Rehabilitation 559-802-162

## CONTRACTOR PROJECT PERFORMANCE EVALUATION INSTRUCTIONS

### I. Introduction

Contractor performance is defined as how a contractor carries out the obligations of the contract. This includes all requirements stated in the contract scope of work, provisions, and SHE's General Specifications, adherence to the budget or price, and the provision of customer service. The purpose of this document is to establish a standardized process for Self-Help Enterprises (SHE) to identify, document, and communicate performance with contractors and other program, SHE, and City staff. The process used provides staff the ability to identify performance issues, if any, as they arise. The performance evaluation and rating process provides feedback to contractors with below standard, standard, and above standard performance.

Performance evaluations will occur at the end of the life of the contract, no later than 30 calendar days following the final walk-through, clearance of any punch list items, or submission of the contractor's final invoice, whichever occurs later. SHE will email or mail a copy of the results of the evaluation to the contractor for review and comment. The evaluation process is NOT a collaborative process between the contractor and staff. Contractors do not participate in the evaluation and rating process. The purpose for sharing the evaluations with the contractor is to provide feedback to the contractor on performance.

All evaluation results will be recorded by SHE to determine eligibility, and Active or Inactive status, of the contractor for future contracting.

### II. General Instructions

#### A. Contractor Notification

Contractor should be made aware of the evaluation process prior to receiving the results of the evaluation. Contractors attending a bid tour will receive a copy of this document to explain the purpose of the evaluation, process, and rating system. Contractors requesting additional information about the evaluation process will be instructed to contact SHE directly.

#### B. Evaluation Timeline

Performance evaluations must be completed no later than 30 calendar days after the final walk- through, clearance of any punch list items, or submission of the contractor's final invoice, whichever occurs later. During the 30 calendar days, the evaluation is conducted, the results are sent to the contractor and the contractor is provided 14 calendar days to review the results and submit comments to SHE. There is some flexibility of this time line for unforeseen or unusual circumstances (e.g., a death in the family).

### III. Evaluation Process

The staff member(s) conducting the evaluation must be familiar with the contract and the contractor's performance. Unless otherwise stated in writing, the jurisdiction's building official or building inspector and SHE's Rehabilitation Construction Manager or Rehab Specialist will perform the performance evaluation. These individuals are referred to as the

“Evaluators” in performance evaluation related materials.

#### IV. Below Standard Ratings & Disputes

Performance evaluations may result in a Below Standard rating. If this occurs, the Evaluators will move the contractor from the Active Contractor List to the Inactive Contractor List with reasons noted and send the contractor a letter of explanation along with the copy of his or her evaluation results.

Regardless of the rating given, a contractor may disagree with the evaluation/rating. A contractor must dispute his or her evaluation by submitting comments to SHE within 14 days of receiving his or her copy of the evaluation results. Upon receipt of a dispute, the Evaluators will review the contractor’s comments and respond to the contractor by elaborating on the reasons for the rating given.

#### V. Evaluation Category Definitions and Factors

The seven categories listed below are used by SHE to assess each contractor’s performance during the contract period. Each evaluation category is described and examples of possible factors provided. Factors listed below that are not applicable can be removed from the list and replaced with applicable factors developed by the Evaluators. While factors can be customized, the descriptions CANNOT.

Each contract is unique and the Evaluators should utilize contract specific factors to evaluate performance under each category. This necessary flexibility may be confusing to contractors and will require thoughtful explanation. If the contractor requires clarification or additional information about the categories or evaluation process, they may contact SHE directly.

A. **Quality**: The contractor achieved desired outcomes with a minimum of avoidable errors and problems. Work met the requirements, expectations, or desired outcomes as set forth in the contract/scope of work. The work was accurate and complete. The work was done in an efficient and effective manner.

**Factors:**

- Overall compliance – the contractor complied with the terms and conditions (to include program and funding requirements) of the contract and showed an understanding of agency’s standards and expectations.
- Conformity to specifications – the product or service conformed to the specifications identified in the original solicitation and contractual agreement. The product performed and/or the services were provided as expected.
- Reliability – the rate of product failure was within reasonable limits or repairs and rework was acceptable.
- Durability – reasonable period of time lapses before replacement is necessary.
- Support – available from the contractor in a reasonable period of time and met the need for assistance.

- Warranty – reasonable length and provisions of warranty protection offered and problems resolved in a timely fashion.
- State-of-the-art product/service – The contractor offered products and/or services consistent with industry standards. The contractor consistently refreshes product life by adding enhancements.

B. Timeliness: The contractor performed work within the time frames identified or specified in the contract/scope of work and kept the project on schedule.

**Factors:**

- The contractor delivered product and/or services by date agreed to in the contract.
- The contractor met timelines for the submission of deliverables such as reports, plans, invoices, etc.
- The contractor responded/replied to requests for information or assistance in a reasonable period of time.
- The contractor's average delivery time was comparable to that of other contractors for similar products and/or services.

C. Price/Budget: The contractor effectively managed costs and the value of the product and/or services received supported the costs. The contractor adhered to budget as specified in the contract/scope of work.

**Factors:**

- Contractor's invoices were accurate with appropriate backup documentation.
- Estimates did not vary from the final invoice.
- There were a low number of variances from the initial agreed to prices and the costs stated on received invoices.
- The contractor was sensitive to costs and demonstrated respect for funding and the agency's needs.

D. Business Relations/Customer Service: The degree to which the contractor was professional and respectful in its business approach and interactions with the agency.

**Factors:**

- The contractor was courteous, cooperative, and had a professional approach in all forms of communication.
- The contractor handled complaints efficiently and effectively.
- The contractor was knowledgeable about the project and/or had the expertise to provide assistance as requested.
- The contractor managed change effectively.
- The contractor attempted to resolve problems in a timely manner and followed up with a status report.
- The contractor provided technical support for maintenance, repair, and installation situations. Technical instructions, documentation, and general information was also provided.
- The contractor provided training on the effective use of its products or services.

**E. Deliverables/Requirements:** The degree to which the contractor was compliant in meeting the standards of contract requirements and deliverables.

**Factors:**

- All deliverables submitted were complete, accurate, and submitted within the required timeline using required forms or format, if applicable.
- Requirements were demonstrated and/or documented.

**F. Safety:** The degree to which the contractor mitigated and demonstrated freedom from risk of injury, danger, damage, or loss of life or property.

**Factors:**

- The contractor complied with all Federal, State, and local laws and regulations concerning the health and safety of workers, the general public, and personal property.
- Contractor's safety record for the project.

**G. Dependability:** The degree to which contractor demonstrated trustworthiness and reliability.

**Factors:**

- The contractor was fair, honest, and reasonable in interactions with the agency.
- The contractor demonstrated consistency in business operations.
- The contractor was sincere in efforts to deliver a quality product and/or services.
- The contractor followed through on agreements made with the program/agency.

## VI. Contractor Performance Rating Definitions and Factors

The following three ratings make up the evaluation rating structure. These rating definitions and factors CANNOT be customized.

**A. Below Standard:** Contractor performance has been less than standard or satisfactory. This rating encompasses contractors whose performance does not consistently meet expectations defined in the contract/scope of work.

**Factors:**

- Contractor performance does not consistently meet expectations defined in the contract.
- Close supervision of the contractor was required to progress the work.
- Work was unsatisfactory and consistently failed to meet expectations.
- Lack of cooperation.
- Most performance requirements were not met.
- Significant cost overruns.
- Many schedule slips with negative cost impact.
- Lack of user satisfaction.

**B. Standard:** Contractor has met all specifications and requirements. This rating includes a range of expected performance as stated in the contract/scope of work to support the project. **Factors:**

- Contractor exhibits competency in the assignments and consistently meets the desired

expectations of the project.

- Contractor meets standards and objectives and all performance requirements.
- Contractor sometimes exceeds expectations.
- Contractor met overall price.
- Contractor met expectations.
- Deliveries were on time.
- Project schedule was not impacted.
- Adequate user satisfaction.

**C. Above Standard:** Contractor performance exceeds standard or satisfactory. This rating represents consistent and exceptional performance or consistently superior achievement beyond regular assignments and expectations as stated in the contract/scope of work.

**Factors:**

- Meeting and exceeding performance requirements.
- Significant positive impact to the project.
- Reduced costs while meeting contract requirements.
- All deliveries on time with some arriving early.
- Significantly exceeded expectations.
- High user satisfaction.
- Highly responsive and proactive.

## VII. CONTRACTOR PERFORMANCE EVALUATION

### CONTRACTOR PROJECT PERFORMANCE EVALUATION

File #: \_\_\_\_\_ Contractor Name: \_\_\_\_\_ Project: \_\_\_\_\_  
License #: \_\_\_\_\_ Project Address: \_\_\_\_\_  
Project Address: City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

	<b>Below Standard</b>	<b>Standard</b>	<b>Above Standard</b>
<b>Overall Rating:</b>			
1. Quality			
2. Timeliness			
Original Contract Completion Date:			
Actual Contract Completion Date:			
3. Price/Budget			
Original Contract Amount: \$ _____			
Final Contract Amount: \$ _____			
4. Business Relations/Customer Service			
5. Deliverables/Requirements			
6. Safety			
7. Dependability			

#### Evaluator Information:

Printed \_\_\_\_\_ Organization \_\_\_\_\_  
Name: \_\_\_\_\_ :  
Title: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zi  
p: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

Comments: \_\_\_\_\_

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## PERFORMANCE FACTORS

**1. Quality:** The contractor achieved desired outcomes with a minimum of avoidable errors and problems. Work met the requirements, expectations, or desired outcomes as set forth in the contract/scope of work. The work was accurate and complete. The work was done in an efficient and effective manner.

FACTORS:

Overall compliance – the contractor complied with the terms and conditions (to include program and funding requirements) of the contract and showed an understanding of agency's standards and expectations

Conformity to specifications – the product or service conformed to the specifications identified in the original solicitation and contractual agreement. The product performed and/or the services were provided as expected

Reliability – the rate of product failure was within reasonable limits or repairs and rework was acceptable

Durability – reasonable period of time lapses before replacement is necessary

Support – available from the contractor in a reasonable period of time and met the need for assistance

Warranty – reasonable length and provisions of warranty protection offered and problems resolved in a timely fashion

State-of-the-art product/service – The contractor offered products and/or services consistent with industry standards. The contractor consistently refreshes product life by adding enhancements

**2. Timeliness:** The contractor performed work within the time frames identified or specified in the contract/scope of work and kept the project on schedule.

FACTORS:

The contractor delivered product and/or services by date agreed to in the contract

The contractor met timelines for the submission of deliverables such as reports, plans, invoices, etc.

The contractor responded/replied to requests for information or assistance in a reasonable period of time

The contractor's average delivery time was comparable to that of other contractors for similar products and/or services

**3. Price/Budget:** The contractor effectively managed costs and the value of the product and/or services received supported the costs. The contractor adhered to budget as specified in the contract/scope of work.

FACTORS:

Contractor's invoices were accurate with appropriate backup documentation

Estimates did not vary from the final invoice

here were a low number of variances from the initial agreed to prices and the costs stated on received invoices

The contractor was sensitive to costs and demonstrated respect for funding and the agency's needs

**4. Business Relations/Customer Service:** The degree to which the contractor was professional and respectful in its business approach and interactions with the agency.

FACTORS:

The contractor was courteous, cooperative, and had a professional approach in all forms of communication

The contractor handled complaints efficiently and effectively

The contractor was knowledgeable about the project and/or had the expertise to provide assistance as requested

The contractor managed change effectively

The contractor attempted to resolve problems in a timely manner and followed up with a status report

The contractor provided technical support for maintenance, repair, and installation situations. Technical instructions, documentation, and general information was also provided

The contractor provided training on the effective use of its products or services

**5. Deliverables/Requirements:** The degree to which the contractor was compliant in meeting the standards of contract requirements and deliverables.

FACTORS:

All deliverables submitted were complete, accurate, and submitted within the required timeline using required forms or format, if applicable

Requirements were demonstrated and/or documented

**6. Safety:** The degree to which the contractor mitigated and demonstrated freedom from risk of injury, danger, damage, or loss of life or property.

FACTORS:

The contractor complied with all Federal, State, and local laws and regulations concerning the health and safety of workers, the general public, and personal property

Contractor's safety record for the project

**7. Dependability:** The degree to which contractor demonstrated trustworthiness and reliability.

FACTORS:

The contractor was fair, honest, and reasonable in interactions with the agency

The contractor demonstrated consistency in business operations

The contractor was sincere in efforts to deliver a quality product and/or

services

The contractor followed through on agreements made with the program/agency



## CITY COUNCIL AGENDA REPORT

### CITY COUNCIL

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

**MEETING DATE:** December 8, 2025

**TO:** Mayor and City Council

**FROM:** Christopher Hoem, City Manager

**PREPARED BY:** Christopher Hoem, City Manager

**SUBJECT:** **Accepting the 2026 Regular Meeting Schedule** (City Manager Hoem)

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### **RECOMMENDED COUNCIL ACTION**

Motion to accept the 2026 Regular Meeting Schedule, selecting either the schedule that has two regularly scheduled City Council meetings in January through June 2026 and one regularly scheduled City Council meeting in July through December 2026, or the status quo schedule that cancels the second regular meeting in July, November, and December 2026; and authorizes and directs the Mayor and/or the City Manager to sign any documents required to maintain essential City services. Said documents shall be reviewed by the City Attorney and be scheduled for ratification by the entire City Council at the next regularly scheduled City Council meeting; or

Motion to accept staff's recommendation as presented.

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

Each year, the City Council accepts a regular meeting schedule to provide predictable meeting dates and ensure compliance with the Brown Act and other public access laws. Historically, the City of Atwater has reduced meetings in certain months due to holidays, limited staff availability, and lighter agendas.

With the passage of Senate Bill 707 (SB 707), cities are required to place even greater emphasis on virtual access in public meetings. SB 707 strengthens rules related to agenda posting, remote access, and online availability, and it reinforces the public's right to receive meeting information in a reliable and accessible way. Accepting a meeting schedule early in the year helps the City meet these expectations by ensuring agendas are prepared with sufficient time for proper review and public notification.

Option A, which includes two regular meetings per month from January through June and one regular meeting per month from July through December, provides the most flexibility for staff and best supports the additional preparation, posting, and accessibility requirements under SB 707. As always, if an additional meeting is required, there is the

option to call a special City Council meeting. This proposed schedule is more efficient for staff time and will allow staff to have a greater focus on operational needs, on-going projects, and process improvement. Based on meetings in the past twelve months, the average number of regular agenda items (that is, non-consent items that require action by the Council) is only 2.5 items per meeting. The majority of agenda items have historically been on the consent calendar. In 2025, one meeting was canceled due to a lack of agenda items, and two other meetings had zero regular agenda items. For these reasons, staff proposes the Option A schedule as a test or pilot program for the second half of 2026, and the City Council could evaluate how it went a year from now and decide whether to continue this schedule into 2027.

Option B, which continues the current practice of canceling the second meeting in July, November, and December, maintains the status quo schedule the City has used in prior years.

Both options give the Council a clear and consistent meeting calendar for 2026 and ensure that City business continues to be handled effectively. Accepting a 2026 meeting schedule that balances public access, staff workload, and the volume of City business will strengthen transparency and improve overall service to the community.

**II. FISCAL IMPACTS:**

There is no direct fiscal impact associated with adopting either schedule.

**III. LEGAL REVIEW:**

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

**IV. EXISTING POLICY:**

This item is consistent with goal number three (3) of the City's 2026-2030 Strategic Plan: Promote Transparency Through Communication.

**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 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:**

Staff will implement City Council's direction.  
Submitted and Approved by:



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Chris Hoem, City Manager

Attachments:

1. 2026 Regular Meeting Schedule Calendar- Option A
2. 2026 Regular Meeting Schedule Calendar- Option B

# CITY OF ATWATER



“Option A”

## 2026 REGULAR MEETING SCHEDULE

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Location of all listed meetings: Council Chambers
<b>City Council</b>	12 & 26	9 & 23	9 & 23	13 & 27	11 & 26*	8 & 22	13^	10^	14^	12^	9^	14^	<b>2<sup>nd</sup> and 4<sup>th</sup> Monday of each month - 6:00 PM (Unless otherwise noted)</b>
<b>Planning Commission</b>	21	18	18	15	20	17	15	19	16	21	18	16	<b>3<sup>rd</sup> Wednesday of each month - 6:00 PM (Unless otherwise noted)</b>
<b>Audit &amp; Finance Committee</b>	26	23	23	27	26*	23		24	28	26			<b>4<sup>th</sup> Monday of each month - 5:00 PM (Unless otherwise noted)</b>
<b>Citizens' Oversight Committee</b>			10			9			15			15	<b>Semi-annually at 5:30 PM</b>

**City Council Chambers – City Hall – 750 Bellevue Road**

The City Council meets as the Successor Agency to the Atwater Redevelopment Agency, the Atwater Public Improvement Corporation, the Atwater Public Financing Authority, the Atwater Housing Authority, and the Atwater Fire Protection District. However, unless specific items of business are conducted, these corporations will not be officially convened.

- Should the regular meeting fall on a legal holiday, the meeting should be held on the next business day.

<sup>^</sup>The 2<sup>nd</sup> meeting of the month has been cancelled.

# CITY OF ATWATER



“Option B”

## 2026 REGULAR MEETING SCHEDULE

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Location of all listed meetings: Council Chambers
<b>City Council</b>	12 & 26	9 & 23	9 & 23	13 & 27	11 & 26*	8 & 22	13^	10 & 24	14 & 28	12 & 26	9^	14^	<b>2<sup>nd</sup> and 4<sup>th</sup> Monday of each month - 6:00 PM (Unless otherwise noted)</b>
<b>Planning Commission</b>	21	18	18	15	20	17	15	19	16	21	18	16	<b>3<sup>rd</sup> Wednesday of each month - 6:00 PM (Unless otherwise noted)</b>
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