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 (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 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

April 13, 2026

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council/Board of Directors)
Ambriz ____, Cale ___, Raymond ____, Rochester ____, Nelson _____

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

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

PRESENTATIONS

- **Oath of Office - Police Officer**

  Recommendation: That City Clerk Billings give the ceremonial oath of office to the newly appointed Police Officer Andreas Solis.

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.

CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

TREASURER'S REPORT

1. **February 28, 2026**

   Staff's Recommendation: Acceptance of report s listed.

WARRANTS

2. **a.) March 12, 2026**
   b.) March 26, 2026
   c.) April 2, 2026
   d.) April 9, 2026

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

MINUTES: (Citizens' Oversight Committee)

3. **September 9, 2025 – Regular Meeting**
   Staff's Recommendation: Acceptance of minutes as listed.

MINUTES: (City Council)

4. **a.) February 21, 2026 - Special meeting**
   b.) March 28, 2026 - Special meeting
   Staff's Recommendation: Approval of minutes as listed.

RESOLUTIONS:

5. **Approving the Restated Joint Powers Agreement of the Transit Joint Powers Authority for Merced County** (City Manager Hoem)
   Staff's Recommendation: Adoption of Resolution No. 3600-26 awarding and approving the Restated Joint Powers Agreement for the Transit Joint Powers Authority for Merced County; and, in a form approved by the City Attorney, and authorizing and directing the Mayor to execute the agreement on behalf of the City.

6. **Approving Amendment No.3 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. 3601-26 approving Amendment No.3 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.3 on behalf of the City.

7. **Approving Budget Amendment and Awarding Professional Service Agreement to Black Water Consulting Engineers for Engineering Design for the Green Sands Utilities Extension/Canal Creek Crossing** (Community Development Director Hanson Lan)
   Staff's Recommendation: Adoption of Resolution No.3602-26 approving Budget Amendment No.11 amending Fiscal Year 2025-26 Budget regarding Green Sands Utilities Extension/Canal Creek Crossing Project; and adopt Resolution No.3603-26 awarding a Professional Service Agreement, in a form approved by the City Attorney, to Black Water Consulting Engineers of Modesto, CA in an amount not to exceed $499,968.00 for Engineering Design for the Green Sands Avenue Utilities Extension/Canal Creek Crossing; and authorize and direct the City Manager, or his designee, to execute the contract on behalf of the City

8. **Approving and Authorizing to Receive and File the Housing Successor Agency Annual Report ("SB 341") for Fiscal Year 2024-25** (City Manager Hoem and Community Development Director Hanson Lan)
   Staff's Recommendation: Adoption of Resolution No. HSA 2026-1 Approving and authorizing to receive and file the Housing Successor Agency Annual Report for FY 2024-25.

9. **Approving and Authorizing to Receive and File the Housing Element Annual Progress Report ("APR") for Calendar Year 2025** (City Manager Hoem and Community Development Director Hanson Lan)

   Staff's Recommendation: Adoption of Resolution 3604-26 Approving and Authorizing to receive and file the Housing Element Annual Progress Report ("APR") for calendar year 2025; and direct the City Manager to submit the APR to the California Department of Housing and Community Development ("HCD") and the Governor's Office of Planning and Research ("OPR").

OTHER ACTIONABLE ITEMS:

10. **Approving Fee Waiver Requested by Merced County Registrar of Voters to Use Atwater Community Center as a Voting Assistance Center for the 2026 June Statewide Primary Election and the November Statewide General Election** (City Clerk Billings & Merced County Registrar of Voters)

    Staff's Recommendation: Approval of a fee waiver requested by the Merced County Registrar of Voters to use the Atwater Community Center during the upcoming June 2, 2026 Statewide Direct Primary Election and the November 3, 2026 Statewide General Election as an 11-day Vote Center for each election; and authorizes and directs the City Manager, or designee, to execute any and all documents necessary to waive the facility rental fees associated with Merced County Registrar of Voters using the Atwater Community Center as a Voting Assistance Center.

11. **Authorizing and Approving a Purchase Agreement (Purchase Order) with Cooks Communications of Fresno for the purchase of Ten (10) New Portable Radios** (CAL Fire Battalion Chief Randol)

    Staff's Recommendation: Authorizes and approves a Purchase Agreement (Purchase Order) with Cooks Communications of Fresno, California, for the purchase of Ten (10) new portable radios & accessories; and authorizes and directs the City Manager, or designee, to execute the purchase on behalf of the City.

END OF CONSENT CALENDAR

REPORTS AND PRESENTATIONS FROM STAFF:

12. **Awarding a General Construction Contract with Consolidated Engineering Inc. for Overlaying Various Streets Throughout the City Project** (Public Works Director Vinson)

    Staff's Recommendation: Motion to adopt a Resolution No. 3605-26 approving Budget Amendment No. 12 amending Fiscal Year 2025-2026 regarding overlaying various streets throughout the City; and Adopt Resolution No. 3606-26 awarding a General Construction Contract, in a form approved by the City Attorney, to Consolidated Engineering Inc. of Valley Springs, CA, for the Overlaying Various Streets Throughout the City Project, City Project 26-04, Bid Call No. 736-26, in an amount not to exceed $913,252.50 and authority construction contract change orders up to an aggregate amount of

$45,662.62 (5%); and authorize and direct the City Manager or designee to execute all contract documents on behalf of the City; or

Motion to adopt staff's recommendation as presented.

13. **Fire Department Update** (CAL Fire Battalion Chief Randol)

14. **Police Department Quarterly Update** (Police Chief McEachin)

15. **Community Development Department Quarterly Update** (Community Development Department Director Hanson Lan)

16. **Discussion and Possible Direction Regarding City-Owned Water Tower Property** (City Manager Hoem)

Staff's Recommendation: Motion to begin a Surplus Lands Act process for the Water Tower property; or

Not begin a Surplus Lands Act process for the Water Tower property.

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:

17. **Update from the City Manager**

CLOSED SESSION:

- **Conference with Labor Negotiators - Government Code Section 54957.6, Agency Negotiators: City Manager Hoem and Human Resources Director Sousa; Employee Organizations: AFSCME Local 2703 - Miscellaneous Employees Unit**

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 .

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.

APRIL 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5 EASTER	6	7	8	9	10	11
12	13 City Council Meeting - 6:00 PM	14	15 Planning Commission Meeting - 6:00 PM	16	17	18
19	20 City Manager Meet Up w/ the Police Chief at Starbucks (1640 Bell Lane) - 9:00 AM	21	22	23 **Scan QR Code for info regarding mobile office hours**	24	25
26	27 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	28	29	30		

MAY 2026



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10 	11 City Council Meeting - 6:00 PM	12	13	14	15	16
17	18	19	20 Planning Commission Meeting - 6:00 PM	21	22 Movie in the Park The Benchwarmers Osborn Park	23
24	25 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	26	27	28 **Scan QR Code for info regarding mobile office hours**	29	30
31						

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED

BY FUND

AS OF 2/28/2026

	FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001	General Fund	21,210,905.05	929,309.20	1,182,284.58	20,957,929.67
0003	General Fund Capital	(2,237,631.96)	0.00	3,464.80	(2,241,096.76)
0004	Public Safety Trans & Use Tax	2,907,497.27	574,446.72	101,811.42	3,380,132.57
0005	Ferrari Ranch Project Fund	2,360.37	0.00	0.00	2,360.37
0007	Measure V Fund	3,532,617.43	59,143.01	0.00	3,591,760.44
0008	Measure V 20% Alternative Modes	841,548.13	14,785.75	1,764.04	854,569.84
0009	Abandoned Veh Abatement Fund	(10,249.09)	0.00	973.48	(11,222.57)
0010	Measure V Regional Fund	(177,888.32)	0.00	50,844.90	(228,733.22)
1005	Police Grants Fund	81,580.72	0.00	0.00	81,580.72
1010	ARPA-American Rescue Plan Act	1,027,083.58	0.00	1,400.00	1,025,683.58
1011	Gas Tax/Street Improvement	189,350.45	64,567.78	67,088.24	186,829.99
1013	Local Transportation Fund	270,186.71	212.84	0.00	270,399.55
1014	CRP Carbon Reduction Proj Fund	(1,165,480.94)	0.00	10,150.74	(1,175,631.68)
1015	Traffic Circulation Fund	1,634,783.86	1,450.00	0.00	1,636,233.86
1016	Applegate Interchange	833,009.08	0.00	0.00	833,009.08
1017	RSTP-Regional Surface Transp Prog	765,210.39	0.00	4,268.42	760,941.97
1018	SB1-Road Maint & Rehab RMRA	782,977.50	75,827.42	18,513.83	840,291.09
1019	LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020	Parks and Recreation Fund	1,336,289.61	4,764.00	473.26	1,340,580.35
1021	Parks Grants Fund	0.00	0.00	0.00	0.00
1040	General Plan Update-Housing Element	14,595.06	0.00	0.00	14,595.06
1041	General Plan Update Fund	1,693,006.41	0.00	0.00	1,693,006.41
1055	Neighborhood Stabilization	238,555.75	0.00	0.00	238,555.75
1059-80	Housing Grant Funds	1,332,505.58	4,000.00	2,000.00	1,334,505.58
1091	Police Facility Impact Fee	211,312.54	802.00	0.00	212,114.54
1093	Fire Facility Impact Fee	1,818.52	1,040.00	0.00	2,858.52
1095	Government Building Facility	308,606.02	757.52	0.00	309,363.54
3064-67	Redevelopment/Successor Agency Funds	2,562,496.40	532.33	885.00	2,562,143.73
4020	Performance Bond Trust	237,152.20	0.00	0.00	237,152.20
4030	Narcotics Program Trust	2,239.82	0.00	0.00	2,239.82
4060	Section 125 Medical	1,387.50	70.00	0.00	1,457.50
4070	Section 125 Dependent Care	0.00	0.00	0.00	0.00
4080	Pension Rate Stblztn 115 Trust	669,324.31	10,831.76	0.00	680,156.07
4090	CFD No. 1 Trust	141,407.06	0.00	0.00	141,407.06

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED

BY FUND

AS OF 2/28/2026

	FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
5000-55	All Maintenance Districts	1,181,843.44	0.00	21,172.86	1,160,670.58
5050	CFD Districts	(4,104.22)	0.00	35,124.14	(39,228.36)
6000	Water Enterprise Fund	16,343,371.44	870,737.86	249,858.96	16,964,250.34
6001	Water Fund Capital Replacement	(404,907.62)	0.00	8,009.68	(412,917.30)
6002	DBCP Settlement	22,215.08	0.00	0.00	22,215.08
6004	Water Well- Buhach Colony	200,519.59	0.00	0.00	200,519.59
6005	Water Capital Impact Fees	2,991,342.89	7,869.00	0.00	2,999,211.89
6006	Water Operating Reserve Fund	194,672.49	0.00	0.00	194,672.49
6007	1,2,3-TCP Fund	14,966,498.86	49,486.97	17,213.84	14,998,771.99
6010	Sewer Enterprise Fund	15,485,747.52	1,056,859.77	775,486.39	15,767,120.90
6011	Sewer Fund Capital Replacement	4,133,962.80	9,034.00	0.00	4,142,996.80
6020	Sanitation Enterprise	2,959,550.39	341,688.09	252,710.24	3,048,528.24
7000	Internal Service Fund	1,030,733.04	1,373.61	95,761.76	936,344.89
7001	ISF Equipment/Bldg Replacement	306,459.23	0.00	0.00	306,459.23
7010	Employee Benefits Fund	590,623.16	6,806.24	114,450.94	482,978.46
7020	Risk Management	647,079.77	0.00	21,660.05	625,419.72
7030	Information Technology	676,834.53	0.00	30,198.48	646,636.05
9090	Accrued Interest Fund	782,769.26	3,693.10	0.00	786,462.36
	TOTAL	**101,343,768.66**	**4,090,088.97**	**3,067,570.05**	**102,366,287.58**

Prepared by: Randeep Atwal
Randeep Atwal, Accountant I

Approved by:
Mark Borba, City Treasurer

Statement of Changes in Cash Balance
by Bank
As of 2/28/2026

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	74,141,164.45			74,141,164.45
City - RMA Long-Term Investment Fund	1,247,897.16	3,693.10		1,251,590.26
City Checking & Investment Accounts	7,673,349.07	3,023,141.30	2,696,832.02	7,999,658.35
Wastewater Checking	3,918,889.66		370,738.03	3,548,151.63
RA Obligation Retirement Fund	0.00	1,002,935.84		1,002,935.84
US Bank/Chandler Asset Mgt.	13,693,144.01	49,486.97		13,742,630.98
PARS Post-Employment Benefits Trust	669,324.31	10,831.76		680,156.07
Totals	101,343,768.66	4,090,088.97	3,067,570.05	102,366,287.58

Prepared by: Randeep Atwal
Randeep Atwal, Accountant I

Approved by:
Mark Borba, City Treasurer

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))

Investments are made pursuant to the City Council approved Investment Policy and Guidelines.

The City of Atwater has the ability to meet its pooled expenditure requirements for the next six months.

Bank Account Detail			
City LAIF	74,141,164.45	Chase General Checking	7,554,579.12
Chandler Asset Mgt.	1,251,590.26	Chase Wastewater Checking	3,548,151.63
US Bank/Chandler Asset Mgt.	13,742,630.98	Chase Redevelopment Checking	1,002,935.84
PARS Pension	680,156.07	Chase Savings Account	0.00
PARS OPEB	680,156.06		

Warrant Summary March 12, 2026

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

Date	Description	Amount
3/6/26 - 3/11/26	Prewrittens (Checks Processed Between Warrants)	$ 659.76
3/12/2026	Warrant	$ 1,048,003.59
Total		**$ 1,048,663.35**

Additional Warrants

Date	Description	Amount
3/6/2026	AFSCME District Council 57	$ 1,037.40
3/6/2026	Atwater Police Officers Association	$ 2,598.90
3/6/2026	CALPERS Employee 457 Plan	$ 1,102.00
3/6/2026	EPARS Employee 457 Plan (PNC Bank)	$ 1,658.00
3/6/2026	PERS Retirement 2/12/26 - 2/25/26	$ 63,170.89
3/6/2026	State Disbursement - Child Support 3/5/26 Payroll	$ 363.69
Total		**$ 69,930.88**

Payroll

Date	Description	Amount
3/5/2026	Net Payroll	$ 215,487.09
3/6/2026	Federal Taxes	$ 62,426.20
3/6/2026	State Taxes	$ 8,091.36
Total		**$ 286,004.65**

Grand Total:	**$ 1,404,598.88**

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 3/12/2026 - 1:32 PM



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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,112.54
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		79.63
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,969.59
0	03/06/2026	0001 General Fund	Deferred Compensation	PNC BANK		1,258.00
0	03/06/2026	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,845.82
0	03/06/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		16,735.30
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04
0	03/06/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		21,127.68
0	03/06/2026	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		363.69
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		81.79
0	03/06/2026	0001 General Fund	Deferred Compensation	CALPERS		75.00
0	03/06/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		3,913.96
0	03/06/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		16,735.30
0	03/06/2026	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,598.90
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,026.80
0	03/06/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		715.64
0	03/06/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,037.40
0	03/06/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,091.36
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	03/06/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		3,913.96
0	03/06/2026	0001 General Fund	Deferred Compensation	CALPERS		1,027.00
0	03/06/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,124.96
0	03/06/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		11,032.18
0	03/06/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		17,250.32
				Check Total:		140,448.44
30273	03/06/2026	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
				Check Total:		100.00
30274	03/06/2026	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		559.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		559.76
				Report Total:		141,108.20

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 3/12/2026 - 1:28 PM



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	03/12/2026	0001 General Fund	Office Supplies	QUADIENT FINANCE USA INC		500.00
0	03/12/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		33,147.40
0	03/12/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		97,916.67
0	03/12/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		61,666.67
0	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		50.00
0	03/12/2026	6000 Water Enterprise Fund	Professional Services	AQUA METRIC		2,082.20
0	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		85.37
0	03/12/2026	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE COMPANY		3,843.61
0	03/12/2026	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE COMPANY		1,156.68
0	03/12/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		178,007.29
0	03/12/2026	0001 General Fund	Electronic Pmt Processing Exp	XPRESS BILL PAY		129.00
0	03/12/2026	7010 Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE COMPANY		2,029.20
0	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		53.19
				Check Total:		380,667.28
30275	03/12/2026	7000 Internal Service Fund	Professional Services	ALLWAYS TOWING LLC		300.00
				Check Total:		300.00
30276	03/12/2026	7000 Internal Service Fund	Utilities	AMERIGAS - MODESTO		2,430.33
				Check Total:		2,430.33
30277	03/12/2026	7000 Internal Service Fund	Professional Services	ASSOCIATES LOCK & SAFE SERVICE		225.00
30277	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		450.32
				Check Total:		675.32
30278	03/12/2026	0001 General Fund	Communications	AT&T CALNET		287.87
				Check Total:		287.87
30279	03/12/2026	0001 General Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		130.00
30279	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	ATWATER CHIROPRACTIC, INC.		195.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		325.00
30280	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	ATWATER ELECTRIC		85.00
30280	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	ATWATER ELECTRIC		212.50
30280	03/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	ATWATER ELECTRIC		150.00
				Check Total:		447.50
30281	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	BARTON OVERHEAD DOOR		87.12
30281	03/12/2026	7000 Internal Service Fund	Professional Services	BARTON OVERHEAD DOOR		400.00
				Check Total:		487.12
30282	03/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		3,157.36
30282	03/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		412.50
30282	03/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		1,489.75
30282	03/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		2,966.18
30282	03/12/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		2,534.23
				Check Total:		10,560.02
30283	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	BOBCAT CENTRAL, INC.		274.05
				Check Total:		274.05
30284	03/12/2026	7000 Internal Service Fund	Uniform & Clothing Expense	BOOT BARN		173.99
30284	03/12/2026	7000 Internal Service Fund	Uniform & Clothing Expense	BOOT BARN		184.86
30284	03/12/2026	0001 General Fund	Uniform & Clothing Expense	BOOT BARN		173.99
				Check Total:		532.84
30285	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		4.00
30285	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		1,159.62
30285	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		101.45
				Check Total:		1,265.07
30286	03/12/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
30286	03/12/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		27.80
30286	03/12/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		419.44
30286	03/12/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
30286	03/12/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		63.88
30286	03/12/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		55.60
30286	03/12/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,726.36
				Check Total:		3,598.88

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30287	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		291.09
				Check Total:		291.09
30288	03/12/2026	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		60.19
30288	03/12/2026	6000 Water Enterprise Fund	Small Tools	CAL FARM SERVICES		499.29
30288	03/12/2026	0001 General Fund	Small Tools	CAL FARM SERVICES		267.86
				Check Total:		827.34
30289	03/12/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
30289	03/12/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		77.48
30289	03/12/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		35.72
30289	03/12/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		99.47
30289	03/12/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
30289	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		43.94
				Check Total:		329.65
30290	03/12/2026	7000 Internal Service Fund	Communications	COMCAST		1,680.49
				Check Total:		1,680.49
30291	03/12/2026	7000 Internal Service Fund	Utilities	COMCAST		272.79
30291	03/12/2026	7000 Internal Service Fund	Utilities	COMCAST		13.19
				Check Total:		285.98
30292	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		37.98
30292	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		177.90
				Check Total:		215.88
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		55.00
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
30293	03/12/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
				Check Total:		407.00
30294	03/12/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		760.00
30294	03/12/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30294	03/12/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,070.00
30294	03/12/2026	7030 Information Technology Fund	Professional Services	DATA PATH		8,321.00
30294	03/12/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,897.50
30294	03/12/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
					Check Total:	19,568.50
30295	03/12/2026	7000 Internal Service Fund	Professional Services	DELRAY TIRE		150.00
30295	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		2,583.82
30295	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		297.15
30295	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		37.46
30295	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		504.22
30295	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		641.49
					Check Total:	4,214.14
30296	03/12/2026	7000 Internal Service Fund	Professional Services	DONS MOBILE GLASS		69.00
30296	03/12/2026	7000 Internal Service Fund	Professional Services	DONS MOBILE GLASS		300.00
					Check Total:	369.00
30297	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	ELITE IRON FENCING		1,645.00
30297	03/12/2026	7000 Internal Service Fund	Professional Services	ELITE IRON FENCING		420.00
					Check Total:	2,065.00
30298	03/12/2026	1011 Gas Tax/Street Improvement	Professional Services	EMTS INC		1,429.52
30298	03/12/2026	1011 Gas Tax/Street Improvement	Professional Services	EMTS INC		2,800.00
30298	03/12/2026	0001 General Fund	Professional Services	EMTS INC		2,600.00
					Check Total:	6,829.52
30299	03/12/2026	0004 Public Safety Trans & Use Tax	Rents & Leases	ENTERPRISE FM TRUST		14,308.46
					Check Total:	14,308.46
30300	03/12/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		817.90
					Check Total:	817.90
30301	03/12/2026	7000 Internal Service Fund	Professional Services	FRESNO ROOFING COMPANY, INC.		825.42
					Check Total:	825.42
30302	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		295.11
					Check Total:	295.11

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30303	03/12/2026	0001 General Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		189.99
30303	03/12/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		194.85
30303	03/12/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	GCP WW HOLDCO LLC		194.85
				Check Total:		579.69
30304	03/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	GRAINGER		63.29
30304	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		264.61
30304	03/12/2026	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		197.58
				Check Total:		525.48
30305	03/12/2026	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		176.85
				Check Total:		176.85
30306	03/12/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		793.52
30306	03/12/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		320.25
30306	03/12/2026	1017 RSTP-Regional Surf Transp Prog	Fruitland Ave Rd Improvements	HORIZON DISTRIBUTORS INC		-328.79
				Check Total:		784.98
30307	03/12/2026	1020 Parks and Recreation Fund	Osborn Park Renovation	INTERWEST CONSULTING GROUP		3,480.00
				Check Total:		3,480.00
30308	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		817.56
				Check Total:		817.56
30309	03/12/2026	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		4,705.19
30309	03/12/2026	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		345.05
				Check Total:		5,050.24
30310	03/12/2026	7000 Internal Service Fund	Professional Services	JORGENSEN COMPANY		110.00
				Check Total:		110.00
30311	03/12/2026	0001 General Fund	Special Departmental Expense	KELLOGG SUPPLY		113.65
30311	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		54.10
				Check Total:		167.75
30312	03/12/2026	0004 Public Safety Trans & Use Tax	Professional Services	LEXISNEXIS COPLOGIC SOLUTIONS INC		988.80
				Check Total:		988.80

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30313	03/12/2026	0001 General Fund	Miscellaneous	LOOMIS		5,740.39
				Check Total:		5,740.39
30314	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		37.88
30314	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		62.85
30314	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		24.54
30314	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		63.98
30314	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		138.19
30314	03/12/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		-1,445.60
30314	03/12/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		12,814.54
30314	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		109.71
30314	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		47.62
				Check Total:		11,853.71
30315	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		526.10
				Check Total:		526.10
30316	03/12/2026	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		525.00
				Check Total:		525.00
30317	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		1,554.36
30317	03/12/2026	7000 Internal Service Fund	Professional Services	MERCED TRUCK & TRAILER INC.		2,050.00
30317	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		343.22
				Check Total:		3,947.58
30318	03/12/2026	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,957.96
30318	03/12/2026	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,636.19
30318	03/12/2026	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-20,901.90
30318	03/12/2026	6010 Sewer Enterprise Fund	Improvements Other Than Bldg	MID-VALLEY DISPOSAL LLC		18,525.88
30318	03/12/2026	6020 Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-18,954.53
30318	03/12/2026	6020 Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		298,598.62
30318	03/12/2026	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-8,844.08
				Check Total:		238,829.84
30319	03/12/2026	7000 Internal Service Fund	Professional Services	MISTER CAR WASH		552.00
				Check Total:		552.00
30320	03/12/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		4,900.00
				Check Total:		4,900.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30321	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		1,091.31
30321	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		1,388.31
				Check Total:		2,479.62
30322	03/12/2026	0001 General Fund	Professional Services	MUNISERVICES		437.03
30322	03/12/2026	0001 General Fund	Professional Services	MUNISERVICES		467.17
30322	03/12/2026	0001 General Fund	Professional Services	MUNISERVICES		525.00
30322	03/12/2026	0001 General Fund	Professional Services	MUNISERVICES		210.00
30322	03/12/2026	0001 General Fund	Professional Services	MUNISERVICES		272.00
				Check Total:		1,911.20
30323	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		562.89
30323	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		-116.91
				Check Total:		445.98
30324	03/12/2026	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,428.92
				Check Total:		2,428.92
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		310.57
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		-354.57
30325	03/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		19.73
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		24.41
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		41.27
30325	03/12/2026	0001 General Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		36.95
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		150.67
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		124.15
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		121.76
30325	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		91.25
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		354.57
30325	03/12/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTOMOTIVE INC		21.18
30325	03/12/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTOMOTIVE INC		3.27
30325	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		11.51
				Check Total:		956.72
30326	03/12/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		14,427.68
30326	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		1,104.76
30326	03/12/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,093.70
30326	03/12/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		473.61
30326	03/12/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		58.68
				Check Total:		17,158.43

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30327	03/12/2026	0001 General Fund	Special Departmental Expense	PACIFIC STORAGE COMPANY		292.10
				Check Total:		292.10
30328	03/12/2026	6001 Water Fund Capital Replacement	Canal Creek Utility Crossing	PROVOST & PRITCHARD CONSULTING GROU		898.30
30328	03/12/2026	6010 Sewer Enterprise Fund	Canal Creek Utility Crossing	PROVOST & PRITCHARD CONSULTING GROU		898.30
30328	03/12/2026	6000 Water Enterprise Fund	Professional Services	PROVOST & PRITCHARD CONSULTING GROU		2,133.80
				Check Total:		3,930.40
30329	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		3,140.00
				Check Total:		3,140.00
30330	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		194.85
30330	03/12/2026	7000 Internal Service Fund	Professional Services	RAZZARI DODGE CHRYSLER JEEP RAM		450.00
30330	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		37.97
30330	03/12/2026	7000 Internal Service Fund	Professional Services	RAZZARI DODGE CHRYSLER JEEP RAM		585.00
30330	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		775.51
30330	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI DODGE CHRYSLER JEEP RAM		72.37
				Check Total:		2,115.70
30331	03/12/2026	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		624.00
30331	03/12/2026	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		314.00
30331	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		972.00
30331	03/12/2026	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		314.00
30331	03/12/2026	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		624.00
30331	03/12/2026	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		624.00
30331	03/12/2026	7000 Internal Service Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON		155.00
				Check Total:		3,627.00
30332	03/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	SANTA FE AGGREGATES INC		109.17
				Check Total:		109.17
30333	03/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		414.46
				Check Total:		414.46
30334	03/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	SMITH & LOVELESS INC.		1,571.65
				Check Total:		1,571.65
30335	03/12/2026	1011 Gas Tax/Street Improvement	Professional Services	ST FRANCIS ELECTRIC		1,676.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		1,676.00
30336	03/12/2026	0001 General Fund	Professional Services	STERICYCLE INC		41.42
				Check Total:		41.42
30337	03/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,045.31
30337	03/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,200.17
				Check Total:		2,245.48
30338	03/12/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		3,060.23
30338	03/12/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		8,231.47
30338	03/12/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,349.14
30338	03/12/2026	7000 Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		1,460.19
30338	03/12/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		3,425.83
				Check Total:		18,526.86
30339	03/12/2026	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	THE SIGN GUYS		254.29
				Check Total:		254.29
30340	03/12/2026	0001 General Fund	Professional Services	TRANSUNION RISK AND ALTERNATIVE DATA		176.00
				Check Total:		176.00
30341	03/12/2026	7000 Internal Service Fund	Utilities	TRIPP SECURITY SYSTEMS		33.00
				Check Total:		33.00
30342	03/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	UNITED RENTALS (NORTH AMERICA) INC		154.43
				Check Total:		154.43
30343	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	UNIVERSAL AUTOMOTIVE		1,538.29
30343	03/12/2026	7000 Internal Service Fund	Professional Services	UNIVERSAL AUTOMOTIVE		280.00
30343	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	UNIVERSAL AUTOMOTIVE		1,432.01
				Check Total:		3,250.30
30344	03/12/2026	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		137.14
				Check Total:		137.14
30345	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		11,995.15
30345	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		256.60

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30345	03/12/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		12,723.48
				Check Total:		24,975.23
30346	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		196,406.03
				Check Total:		196,406.03
30347	03/12/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		500.75
				Check Total:		500.75
30348	03/12/2026	6010 Sewer Enterprise Fund	Atwater Blvd Drainage Imprvmts	VVH CONSULTING SERVICES		12,000.00
30348	03/12/2026	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		5,236.78
30348	03/12/2026	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		678.48
30348	03/12/2026	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		202.66
30348	03/12/2026	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		1,564.24
				Check Total:		19,682.16
30349	03/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		11.83
30349	03/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		58.76
30349	03/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		13.25
30349	03/12/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		23.06
30349	03/12/2026	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		43.06
				Check Total:		149.96
30350	03/12/2026	7000 Internal Service Fund	Utilities	WEST COAST GAS COMPANY INC		32.82
				Check Total:		32.82
30351	03/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		55.48
				Check Total:		55.48
30352	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	XYLEM DEWATERING SOLUTIONS INC		630.00
30352	03/12/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	XYLEM DEWATERING SOLUTIONS INC		51.66
30352	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	XYLEM DEWATERING SOLUTIONS INC		840.00
30352	03/12/2026	6010 Sewer Enterprise Fund	Professional Services	XYLEM DEWATERING SOLUTIONS INC		2,865.50
				Check Total:		4,387.16
				Report Total:		1,048,003.59

Warrant Summary March 26, 2026

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

Date	Description		Amount
3/13/26 - 3/25/26	Prewrittens (Checks Processed Between Warrants)	$	922.51
3/26/2026	Warrant	$	828,546.65
Total		**$**	**829,469.16**

Additional Warrants

Date	Description		Amount
3/24/2026	Aflac	$	193.50
3/24/2026	AFSCME District Council 57	$	1,007.79
3/24/2026	Atwater Police Officers Association	$	2,598.90
3/24/2026	CALPERS Employee 457 Plan	$	1,102.00
3/24/2026	EPARS Employee 457 Plan (PNC Bank)	$	1,658.00
3/24/2026	PERS Retirement 2/25/26 - 3/11/26	$	64,017.23
3/24/2026	State Disbursement - Child Support 3/19/26 Payroll	$	363.69
3/24/2026	UNUM Voluntary Life Insurance April 2026 Premium	$	141.68
Total		**$**	**71,082.79**

Payroll

Date	Description		Amount
3/19/2026	Net Payroll	$	227,065.41
3/24/2026	Federal Taxes	$	65,624.27
3/24/2026	State Taxes	$	8,295.20
Total		**$**	**300,984.88**

Grand Total:	**$**	**1,201,536.83**

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 3/25/2026 - 4:40 PM



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	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,212.78
0	03/24/2026	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE COMPANY		70.84
0	03/24/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		21,713.43
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		26.08
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		3,914.96
0	03/24/2026	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		363.69
0	03/24/2026	0001 General Fund	Deferred Compensation	CALPERS		75.00
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		516.65
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		55.70
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		125.88
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		10.83
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		17,254.66
0	03/24/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,129.91
0	03/24/2026	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,969.60
0	03/24/2026	0001 General Fund	Deferred Compensation	CALPERS		1,027.00
0	03/24/2026	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		238.15
0	03/24/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		715.64
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		129.30
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		111.50
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		120.83
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		16,739.77
0	03/24/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		108.58
0	03/24/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		11,036.49
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		111.50
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		56.00
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		3,914.96
0	03/24/2026	0001 General Fund	Deferred Compensation	PNC BANK		1,258.00
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		26.08
0	03/24/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		56.71
0	03/24/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,007.79

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/24/2026	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		120.83
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		46.33
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		10.83
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		55.70
0	03/24/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		293.24
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		516.65
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,489.51
0	03/24/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,124.96
0	03/24/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		238.15
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,026.80
0	03/24/2026	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,598.90
0	03/24/2026	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE COMPANY		70.84
0	03/24/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		-0.01
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		16,739.77
0	03/24/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		46.33
				Check Total:		145,002.26
30353	03/24/2026	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
				Check Total:		100.00
30354	03/24/2026	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		559.76
				Check Total:		559.76
30355	03/24/2026	6000 Water Enterprise Fund	Accounts Payable	SEAN O'HERIN		262.75
				Check Total:		262.75
				Report Total:		145,924.77

Accounts Payable

Checks by Date - Detail by Check Date

User: jmurillo
Printed: 3/25/2026 4:56 PM



City of Atwater
Community Pride City Wide

750 Bellevue Road, Atwater CA 95301

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	CHA999	CHASE	03/26/2026	
	2282026	Koffi - Conference Meal		19.70
	2282026	League of California Cities - Municipal Revenue		90.00
	2282026	Staples - 1099 Forms		97.40
	2282026	Oakland International Airport - Parking CSMFO		91.99
	2282026	Lowe's - Tools		484.96
	2282026	Meritage Resort & Spa - Conference Meal		27.52
	2282026	Public Safety Alliance - Training		200.00
	2282026	Front Porch - Conference Meal		27.12
	2282026	Town and Country Resort - Deposit		270.37
	2282026	Sirchie - Evidence Packing Supplies		73.60
	2282026	Southwest - CSMFO 2026 Flight		35.00
	2282026	The Home Depot - Tools		247.87
	2282026	Exxon - Fuel		55.23
	2282026	Hobby Lobby - Easter Event		150.69
	2282026	Meritage Resort & Spa - Conference Stay		895.89
	2282026	ebay.com - Uniform Patches		36.64
	2282026	Harbor Freight - Tools		359.88
	2282026	Costco - Flowers		127.67
	2282026	Target - Building Supplies		10.64
	2282026	First American Data Tree - Subscription		27.81
	2282026	Palm Springs Transport - Taxi		29.00
	2282026	High Flying Foods - Conference Meal		16.21
	2282026	Coins For Anything Inc - Challenge Coins		180.25
	2282026	Shermans Deli & Bakery - Conference Meal		27.57
	2282026	Renaissance - Conference Meal		26.40
	2282026	California Fire Prevention Institue - Fire Marsha		815.00
	2282026	Sirchie - Crime Scene Supplies		220.67
	2282026	Southwest - CMTA 2026 Flight		374.80
	2282026	CCMF - Membership Renewal		400.00
	2282026	Public Sector Excellence		115.00
	2282026	Walmart - Vacuum		200.10
	2282026	Costco - Storage for Event Materials		30.00
	2282026	Ihop - Conference Meal		23.50
	2282026	JamF - Subscription		476.00
	2282026	Canva - Subscription		844.99
	2282026	Lions Gate Hotel - Property & Evidence Room M		415.08
	2282026	Sunny Truck RV Wash - Acid Wash		50.00
	2282026	Costco - Easter Event		141.63
	2282026	Homewood Suites - TLO basic Course Training		172.76
	2282026	Town and Country Resort - Deposit		270.37
	2282026	Lowe's - Paint		196.56
	2282026	TA - Weigh Certificate		14.75
	2282026	Ace Link Industrial Inc - Body Armor Vests		3,588.00
	2282026	The Sign Guys - Patrol Vehicle Decals		1,025.10
	2282026	Pazin & Myers Inc - Grease		56.05
	2282026	The UPS Store - Package Shipping		152.45
	2282026	VistaPrint - Dispatchers Uniform Shirts		207.80
	2282026	Lowe's - Battery		322.59

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
	2282026	Harbor Freight - Tools		238.12
	2282026	BBK Law - SB 827 Training		75.00
	2282026	Hobby Lobby - Easter Event		183.13
	2282026	Harvard business Review - Subscription		180.00
	2282026	San Jose International Airport - Parking		64.00
	2282026	Walmart.com - Mayor for the Day Ceremony		6.12
	2282026	Lowe's - Compressor		394.03
	2282026	Exxon - Fuel		31.44
	2282026	Mimeo Printing - Business Cards		137.03
	2282026	Sunny Truck RV Wash - Acid Wash		50.00
	2282026	CSIForensic.com - Evidence Packing Supplies		97.16
	2282026	ebay.com - Uniform Patches		55.91
	2282026	Peppers Thai Cuisine - Conference Meal		37.04
	2282026	Sunny Truck RV Wash - Acid Wash		50.00
	2282026	League of California Cities - PW Director Confe		675.00
	2282026	Hilton - Hotel Stay FTO Update Training		787.22
	2282026	Meritage Resort & Spa - Conference Meal		27.52
	2282026	Public Safety Alliance - Training		200.00
	2282026	TLC Postal Center - Business Cards		91.35
			Total for this ACH Check for Vendor CHA999:	17,102.68
			Total for 3/26/2026:	17,102.68
			Report Total (1 checks):	17,102.68

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 3/25/2026 - 4:38 PM



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	03/26/2026	7020 Risk Management Fund	Liability & Property Ins	CENTRAL SAN JOAQUIN VALLEY RISK MANA		151,066.00
0	03/26/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,414.91
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		26.40
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		112.86
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		50.00
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		30.00
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		91.99
0	03/26/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		81.11
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		27.52
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		264.22
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		231.19
0	03/26/2026	0001 General Fund	Training	CHASE		172.76
0	03/26/2026	6000 Water Enterprise Fund	Small Tools	CHASE		359.88
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		339.50
0	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	CHASE		200.10
0	03/26/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		533.54
0	03/26/2026	0001 General Fund	Easter Egg Hunt	CHASE		150.69
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		895.89
0	03/26/2026	6000 Water Enterprise Fund	Training	CHASE		675.00
0	03/26/2026	0001 General Fund	Training	CHASE		200.00
0	03/26/2026	7030 Information Technology Fund	Memberships & Subscriptions	CHASE		844.99
0	03/26/2026	0001 General Fund	Training	CHASE		115.00
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		220.67
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.34
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		437.39
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		143.20
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		6.12
0	03/26/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		533.54
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		73.60
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		16.21
0	03/26/2026	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		67.04
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		37.04
0	03/26/2026	6000 Water Enterprise Fund	Professional Services	AQUA METRIC		5,410.33
0	03/26/2026	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/26/2026	7020 Risk Management Fund	Worker's Compensation	CENTRAL SAN JOAQUIN VALLEY RISK MANA		173,169.00
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		143.24
0	03/26/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		34.26
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		27.57
0	03/26/2026	0001 General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		740.60
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		1,025.10
0	03/26/2026	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		67.04
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		152.45
0	03/26/2026	0001 General Fund	Training	CHASE		75.00
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		64.39
0	03/26/2026	0001 General Fund	Training	CHASE		270.37
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		634.57
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		19.70
0	03/26/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	MIDAMERICA ADMINISTRATIVE & RETIREMI		56,344.23
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.28
0	03/26/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		34.26
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		80.78
0	03/26/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		52.09
0	03/26/2026	0001 General Fund	Training	CHASE		200.00
0	03/26/2026	0001 General Fund	Fire Marshal Supplies	CHASE		815.00
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		27.81
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		27.12
0	03/26/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	CHASE		322.59
0	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CHASE		50.00
0	03/26/2026	0001 General Fund	Memberships & Subscriptions	CHASE		400.00
0	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	CHASE		10.64
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		14.75
0	03/26/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,414.91
0	03/26/2026	7000 Internal Service Fund	Operations & Maintenance	CHASE		55.23
0	03/26/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		44.95
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		180.25
0	03/26/2026	7000 Internal Service Fund	Operations & Maintenance	CHASE		56.05
0	03/26/2026	1011 Gas Tax/Street Improvement	Professional Services	CHASE		50.00
0	03/26/2026	6010 Sewer Enterprise Fund	Small Tools	CHASE		484.96
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		374.80
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		29.00
0	03/26/2026	0001 General Fund	Training	CHASE		787.22
0	03/26/2026	0001 General Fund	Office Supplies	CHASE		91.35
0	03/26/2026	0001 General Fund	Office Supplies	CHASE		137.03
0	03/26/2026	0001 General Fund	Uniform & Clothing Expense	CHASE		207.80
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		23.50
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		299.18
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		420.71
0	03/26/2026	0001 General Fund	Various Classes	CHASE		127.67

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	03/26/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		34.25
0	03/26/2026	7030 Information Technology Fund	Memberships & Subscriptions	CHASE		476.00
0	03/26/2026	0001 General Fund	Training	CHASE		270.37
0	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CHASE		196.56
0	03/26/2026	6010 Sewer Enterprise Fund	Small Tools	CHASE		394.03
0	03/26/2026	0001 General Fund	Easter Egg Hunt	CHASE		183.13
0	03/26/2026	0001 General Fund	Uniform & Clothing Expense	CHASE		55.91
0	03/26/2026	0001 General Fund	Uniform & Clothing Expense	CHASE		36.64
0	03/26/2026	0001 General Fund	Office Supplies	CHASE		97.40
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		35.00
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		21.84
0	03/26/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		372.49
0	03/26/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,078.57
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		90.00
0	03/26/2026	0001 General Fund	Memberships & Subscriptions	CHASE		180.00
0	03/26/2026	0001 General Fund	Training	CHASE		415.08
0	03/26/2026	0001 General Fund	Special Departmental Expense	CHASE		97.16
0	03/26/2026	0004 Public Safety Trans & Use Tax	Machinery & Equipment	CHASE		3,588.00
0	03/26/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,414.90
0	03/26/2026	6000 Water Enterprise Fund	Small Tools	CHASE		238.12
0	03/26/2026	0001 General Fund	Easter Egg Hunt	CHASE		141.63
0	03/26/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		5,441.00
0	03/26/2026	7000 Internal Service Fund	Operations & Maintenance	CHASE		31.44
0	03/26/2026	1011 Gas Tax/Street Improvement	Small Tools	CHASE		247.87
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		27.52
0	03/26/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		533.54
0	03/26/2026	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
0	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		64.00
				Check Total:		424,312.47
30356	03/26/2026	0001 General Fund	Office Supplies	AAA WORKSPACE		130.39
				Check Total:		130.39
30357	03/26/2026	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		55.22
30357	03/26/2026	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		149.50
30357	03/26/2026	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		55.22
30357	03/26/2026	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		55.22
30357	03/26/2026	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		149.51
30357	03/26/2026	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		149.51
				Check Total:		614.18
30358	03/26/2026	0001 General Fund	Training	ABRAHAM AGUILAR		114.73

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30358	03/26/2026	0001 General Fund	Training	ABRAHAM AGUILAR		11.50
					Check Total:	126.23
30359	03/26/2026	0001 General Fund	Special Departmental Expense	AIRGAS USA LLC		607.00
					Check Total:	607.00
30360	03/26/2026	0001 General Fund	Professional Services	ALLWAYS TOWING LLC		750.00
30360	03/26/2026	0001 General Fund	Professional Services	ALLWAYS TOWING LLC		450.00
30360	03/26/2026	0001 General Fund	Professional Services	ALLWAYS TOWING LLC		750.00
					Check Total:	1,950.00
30361	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	DANNY AMBRIZ		245.41
					Check Total:	245.41
30362	03/26/2026	0001 General Fund	Communications	AT&T		219.35
					Check Total:	219.35
30363	03/26/2026	0001 General Fund	Communications	AT&T CALNET		64.67
30363	03/26/2026	0001 General Fund	Communications	AT&T CALNET		177.88
30363	03/26/2026	7000 Internal Service Fund	Communications	AT&T CALNET		611.11
30363	03/26/2026	6010 Sewer Enterprise Fund	Communications	AT&T CALNET		541.49
30363	03/26/2026	6000 Water Enterprise Fund	Communications	AT&T CALNET		349.45
					Check Total:	1,744.60
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		44.59
30364	03/26/2026	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		131.72
30364	03/26/2026	6010 Sewer Enterprise Fund	Communications	AT&T MOBILITY		486.89
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		488.88
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		131.72
30364	03/26/2026	7030 Information Technology Fund	Communications	AT&T MOBILITY		131.12
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		222.70
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		318.73
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		393.39
30364	03/26/2026	0009 Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		96.03
30364	03/26/2026	7030 Information Technology Fund	Communications	AT&T MOBILITY		45.49
30364	03/26/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		86.23
30364	03/26/2026	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		580.80
30364	03/26/2026	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		268.53
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		896.28
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		90.98
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		86.23

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30364	03/26/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.59
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		1,396.54
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		259.68
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		44.59
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		89.18
30364	03/26/2026	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		45.49
30364	03/26/2026	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.59
30364	03/26/2026	0001 General Fund	Communications	AT&T MOBILITY		177.21
				Check Total:		6,602.18
30365	03/26/2026	6010 Sewer Enterprise Fund	Professional Services	BEST BEST & KRIEGER		559.80
30365	03/26/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		30,697.17
30365	03/26/2026	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		23,592.20
				Check Total:		54,849.17
30366	03/26/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
30366	03/26/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
30366	03/26/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		111.20
30366	03/26/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
30366	03/26/2026	6010 Sewer Enterprise Fund	Professional Services	BSK ASSOCIATES		1,395.00
30366	03/26/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		27.80
				Check Total:		1,784.20
30367	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	ROBERT BUTTS JR.		4,556.46
				Check Total:		4,556.46
30368	03/26/2026	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		105.25
30368	03/26/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		20.86
30368	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		70.05
				Check Total:		196.16
30369	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	JOHN CALE		194.06
				Check Total:		194.06
30370	03/26/2026	6007 1,2,3-TCP Fund	Professional Services	CARBON SUPPLY INC		127,650.00
30370	03/26/2026	6007 1,2,3-TCP Fund	Professional Services	CARBON SUPPLY INC		43,650.00
				Check Total:		171,300.00
30371	03/26/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		35.72
30371	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		43.94

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30371	03/26/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		99.08
30371	03/26/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
30371	03/26/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		70.15
30371	03/26/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		35.72
30371	03/26/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		99.47
30371	03/26/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
30371	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		43.94
30371	03/26/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
30371	03/26/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
30371	03/26/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		77.48
				Check Total:		651.58
30372	03/26/2026	7000 Internal Service Fund	Utilities	COMCAST		133.77
				Check Total:		133.77
30373	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		15.57
30373	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		101.78
30373	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		289.83
				Check Total:		407.18
30374	03/26/2026	6020 Sanitation Enterprise Fund	Accounts Payable	ELIAS CORTEZ		8.11
30374	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	ELIAS CORTEZ		192.54
30374	03/26/2026	6010 Sewer Enterprise Fund	Accounts Payable	ELIAS CORTEZ		11.46
				Check Total:		212.11
30375	03/26/2026	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		902.00
30375	03/26/2026	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		792.00
				Check Total:		1,694.00
30376	03/26/2026	1041 General Plan Update Fund	Professional Services	DE NOVO PLANNING GROUP		23,677.50
				Check Total:		23,677.50
30377	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	DAVID DEMOTT		111.30
				Check Total:		111.30
30378	03/26/2026	0001 General Fund	Special Departmental Expense	DENAIR FENCING INC		26.97
30378	03/26/2026	1011 Gas Tax/Street Improvement	Professional Services	DENAIR FENCING INC		755.00
30378	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	DENAIR FENCING INC		242.72
30378	03/26/2026	0001 General Fund	Professional Services	DENAIR FENCING INC		505.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		1,529.69
30379	03/26/2026	0001 General Fund	Professional Services	DEPARTMENT OF JUSTICE		391.00
				Check Total:		391.00
30380	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	JOANA DURAN		40.74
				Check Total:		40.74
30381	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	MARIA ESCALERA		5.38
				Check Total:		5.38
30382	03/26/2026	0001 General Fund	Office Supplies	ETCH THIS AND THAT		54.00
				Check Total:		54.00
30383	03/26/2026	6000 Water Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		10.99
30383	03/26/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		613.26
30383	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		683.87
				Check Total:		1,308.12
30384	03/26/2026	0001 General Fund	Professional Services	FEDEX		138.05
				Check Total:		138.05
30385	03/26/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		1,696.03
30385	03/26/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		1,982.10
30385	03/26/2026	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		121.90
30385	03/26/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		1,277.46
30385	03/26/2026	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		918.65
				Check Total:		5,996.14
30386	03/26/2026	0004 Public Safety Trans & Use Tax	Professional Services	FLOCK SAFETY		24,000.00
				Check Total:		24,000.00
30387	03/26/2026	0001 General Fund	Community Center Deposits	ERIC GARCIA		350.00
				Check Total:		350.00
30388	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	D. GERDES		29.47
				Check Total:		29.47

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30389	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	GOOD NEIGHBOR HOMES, LLC		153.89
				Check Total:		153.89
30390	03/26/2026	0001 General Fund	Special Departmental Expense	GRAINGER		103.70
30390	03/26/2026	6000 Water Enterprise Fund	Small Tools	GRAINGER		1,047.31
30390	03/26/2026	0001 General Fund	Small Tools	GRAINGER		626.86
				Check Total:		1,777.87
30391	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON DISTRIBUTORS INC		113.24
30391	03/26/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		119.02
				Check Total:		232.26
30392	03/26/2026	6000 Water Enterprise Fund	Special Departmental Expense	INSTRUMENT TECHNOLOGY CORPORATION		279.00
				Check Total:		279.00
30393	03/26/2026	1020 Parks and Recreation Fund	Osborn Park Renovation	INTERWEST CONSULTING GROUP		1,868.00
				Check Total:		1,868.00
30394	03/26/2026	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		10,919.48
30394	03/26/2026	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		1,007.66
				Check Total:		11,927.14
30395	03/26/2026	5031 Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		980.00
30395	03/26/2026	5042 Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.00
30395	03/26/2026	5029 Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.00
30395	03/26/2026	5040 Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		593.00
30395	03/26/2026	5033 America West LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		117.00
30395	03/26/2026	5012 Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		377.00
30395	03/26/2026	5027 Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		139.00
30395	03/26/2026	5016 Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		233.00
30395	03/26/2026	5054 Simon Annexation LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		237.00
30395	03/26/2026	5035 Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		116.00
30395	03/26/2026	5024 Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.00
30395	03/26/2026	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		3,898.00
30395	03/26/2026	5046 Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		431.85
30395	03/26/2026	5014 Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.00
30395	03/26/2026	5037 Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.00
30395	03/26/2026	5022 Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		512.00
30395	03/26/2026	5044 Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		10,370.85
30396	03/26/2026	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		52.75
30396	03/26/2026	7000 Internal Service Fund	Professional Services	JOHN DEERE FINANCIAL		981.54
30396	03/26/2026	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		820.00
30396	03/26/2026	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		154.45
				Check Total:		2,008.74
30397	03/26/2026	6000 Water Enterprise Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		-75.21
30397	03/26/2026	6000 Water Enterprise Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		75.21
30397	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		103.27
30397	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		25.17
30397	03/26/2026	6000 Water Enterprise Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		37.61
30397	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		246.90
30397	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		84.39
30397	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		158.85
30397	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		82.46
30397	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		55.58
				Check Total:		794.23
30398	03/26/2026	6010 Sewer Enterprise Fund	Accounts Payable	PATTI KAYE		68.72
30398	03/26/2026	0001 General Fund	Accounts Payable	PATTI KAYE		1.68
30398	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	PATTI KAYE		58.71
30398	03/26/2026	6020 Sanitation Enterprise Fund	Accounts Payable	PATTI KAYE		46.78
				Check Total:		175.89
30399	03/26/2026	0001 General Fund	Community Center Deposits	ANELLE KELLY		350.00
				Check Total:		350.00
30400	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	JEN LIU YANG		109.89
				Check Total:		109.89
30401	03/26/2026	0001 General Fund	Special Departmental Expense	CHO LY		500.00
				Check Total:		500.00
30402	03/26/2026	0010 Measure V Regional Fund	Buhach Widening	MARK THOMAS & COMPANY, INC		809.00
				Check Total:		809.00
30403	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		140.70
30403	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		40.47

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30403	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		268.00
30403	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		34.01
				Check Total:		483.18
30404	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	MARIBEL MENDOZA-MOTA		139.54
				Check Total:		139.54
30405	03/26/2026	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		525.00
				Check Total:		525.00
30406	03/26/2026	0001 General Fund	Professional Services	MERCED COUNTY ASSESSOR		75.00
				Check Total:		75.00
30407	03/26/2026	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		825.56
30407	03/26/2026	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		399.43
30407	03/26/2026	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		20.80
30407	03/26/2026	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		270.20
30407	03/26/2026	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		20.80
30407	03/26/2026	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		732.61
30407	03/26/2026	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		38.58
30407	03/26/2026	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		355.57
30407	03/26/2026	5034 Bell Crossing LD	Utilities	MERCED IRRIGATION DISTRICT		379.27
30407	03/26/2026	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		7,388.02
30407	03/26/2026	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		712.55
30407	03/26/2026	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		231.29
30407	03/26/2026	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,766.65
30407	03/26/2026	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		77.09
30407	03/26/2026	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		703.94
30407	03/26/2026	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		62.42
30407	03/26/2026	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		603.22
30407	03/26/2026	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		1,053.42
30407	03/26/2026	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		170.94
30407	03/26/2026	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		117.63
30407	03/26/2026	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		77.09
30407	03/26/2026	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		20.80
30407	03/26/2026	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		476.10
				Check Total:		20,503.98
30408	03/26/2026	0001 General Fund	Travel/Conferences/Meetings	JARED MOUA		157.48
				Check Total:		157.48

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30409	03/26/2026	0001 General Fund	Professional Services	NEXT LEVEL REMODELING		950.00
30409	03/26/2026	0001 General Fund	Special Departmental Expense	NEXT LEVEL REMODELING		844.15
				Check Total:		1,794.15
30410	03/26/2026	6020 Sanitation Enterprise Fund	Accounts Payable	EDWARD OLIVAREZ		3.24
30410	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	EDWARD OLIVAREZ		4.36
30410	03/26/2026	6010 Sewer Enterprise Fund	Accounts Payable	EDWARD OLIVAREZ		4.58
				Check Total:		12.18
30411	03/26/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,122.03
30411	03/26/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		132.37
30411	03/26/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		36.69
				Check Total:		1,291.09
30412	03/26/2026	0001 General Fund	Professional Services	PATRICK CLARK CONSULTING		125.00
				Check Total:		125.00
30413	03/26/2026	6000 Water Enterprise Fund	Professional Services	PRECISION CIVIL ENGINEERING, INC.		1,405.00
				Check Total:		1,405.00
30414	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	AMY PRICE		9.54
30414	03/26/2026	6020 Sanitation Enterprise Fund	Accounts Payable	AMY PRICE		8.11
30414	03/26/2026	6010 Sewer Enterprise Fund	Accounts Payable	AMY PRICE		11.46
				Check Total:		29.11
30415	03/26/2026	6010 Sewer Enterprise Fund	Professional Services	PROJECT COMPANY FINCO PHASE VI LLC		15,671.26
				Check Total:		15,671.26
30416	03/26/2026	0001 General Fund	Castle Park Deposits	DARLEAN PRUNEDA		200.00
				Check Total:		200.00
30417	03/26/2026	0001 General Fund	Castle Park Deposits	ISAIAH RAMIREZ		200.00
				Check Total:		200.00
30418	03/26/2026	1041 General Plan Update Fund	Professional Services	RINCON CONSULTANTS INC		699.50
				Check Total:		699.50
30419	03/26/2026	0001 General Fund	Training	DAVID RIVERA		120.82

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		120.82
30420	03/26/2026	3064 RDVLPMNT Obligation Retiremer	Professional Services	RSG INC		480.00
30420	03/26/2026	0001 General Fund	Professional Services	RSG INC		1,511.25
30420	03/26/2026	3064 RDVLPMNT Obligation Retiremer	Professional Services	RSG INC		68.75
30420	03/26/2026	0001 General Fund	Professional Services	RSG INC		2,998.75
30420	03/26/2026	3065 Low&Mod Inc Housing Asset Func	Professional Services	RSG INC		358.75
30420	03/26/2026	3065 Low&Mod Inc Housing Asset Func	Professional Services	RSG INC		843.75
30420	03/26/2026	3065 Low&Mod Inc Housing Asset Func	Professional Services	RSG INC		205.00
				Check Total:		6,466.25
30421	03/26/2026	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		310.07
30421	03/26/2026	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		551.07
				Check Total:		861.14
30422	03/26/2026	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	SIERRA TRAFFIC MARKINGS INC		7,750.00
				Check Total:		7,750.00
30423	03/26/2026	6000 Water Enterprise Fund	Accounts Payable	ANDREW SINGH		99.89
				Check Total:		99.89
30424	03/26/2026	0001 General Fund	Planning Deposits	AJMER SINGH RANDHAWA		18.14
				Check Total:		18.14
30425	03/26/2026	0001 General Fund	Special Departmental Expense	STEPPING STONE NURSERY		152.25
30425	03/26/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	STEPPING STONE NURSERY		174.00
				Check Total:		326.25
30426	03/26/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	UNITED RENTALS (NORTH AMERICA) INC		417.19
30426	03/26/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	UNITED RENTALS (NORTH AMERICA) INC		1,091.85
				Check Total:		1,509.04
30427	03/26/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		3,505.79
				Check Total:		3,505.79
30428	03/26/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.07
30428	03/26/2026	0001 General Fund	Communications	VERIZON WIRELESS		38.37
30428	03/26/2026	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
30428	03/26/2026	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.06

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30428	03/26/2026	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
30428	03/26/2026	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		78.86
30428	03/26/2026	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		38.83
				Check Total:		354.21
30429	03/26/2026	1010 ARPA-American Rescue Plan Act	Professional Services	WILLDAN FINANCIAL SERVICES		1,440.00
				Check Total:		1,440.00
30430	03/26/2026	0001 General Fund	Special Departmental Expense	WORK WELLNESS		1,265.00
				Check Total:		1,265.00
				Report Total:		828,546.65

Warrant Summary April 2, 2026

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

Date	Description		Amount
3/27/26 - 4/1/26	Prewrittens (Checks Processed Between Warrants)	$	-
4/2/2026	Warrant	$	277,814.64
Total		**$**	**277,814.64**

Additional Warrants

Date	Description		Amount
		$	-
Total		**$**	**-**

Payroll

Date	Description		Amount
		$	-
Total		**$**	**-**

Grand Total:	**$**	**277,814.64**

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 4/2/2026 - 10:03 AM

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	04/02/2026	7030 Information Technology Fund	Special Departmental Expense	UBEO WEST LLC		13,620.00
0	04/02/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		24,082.51
				Check Total:		37,702.51
30431	04/02/2026	7000 Internal Service Fund	Professional Services	A+ INNOVATIVE DRYWALL CO.		1,937.00
				Check Total:		1,937.00
30432	04/02/2026	0001 General Fund	Training	JAEDA ABLES		394.94
				Check Total:		394.94
30433	04/02/2026	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		743.25
30433	04/02/2026	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		743.26
30433	04/02/2026	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		743.25
30433	04/02/2026	6000 Water Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.66
30433	04/02/2026	6010 Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.67
30433	04/02/2026	6020 Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.67
				Check Total:		8,429.76
30434	04/02/2026	6010 Sewer Enterprise Fund	Professional Services	ALLIED WEED CONTROL INC		6,850.00
				Check Total:		6,850.00
30435	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	ALL-PHASE ELECTRIC		10.69
				Check Total:		10.69
30436	04/02/2026	1011 Gas Tax/Street Improvement	Professional Services	ATWATER ELECTRIC		255.00
				Check Total:		255.00
30437	04/02/2026	0001 General Fund	Professional Services	ATWATER VETERINARY CENTER		290.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		290.00
30438	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DON BENNER		2,410.00
30438	04/02/2026	7000 Internal Service Fund	Professional Services	DON BENNER		2,500.00
				Check Total:		4,910.00
30439	04/02/2026	0001 General Fund	Professional Services	BILLS TOW & STORAGE		362.50
				Check Total:		362.50
30440	04/02/2026	6000 Water Enterprise Fund	Professional Services	BLACK WATER CONSULTING ENGINEERING,		5,075.25
				Check Total:		5,075.25
30441	04/02/2026	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		4.00
				Check Total:		4.00
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		63.88
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		130.02
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		106.36
30442	04/02/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		1,048.60
30442	04/02/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		2,516.64
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		89.83
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		63.88
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		390.06
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		3,390.00
30442	04/02/2026	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		63.88
30442	04/02/2026	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		1,048.60
				Check Total:		9,134.15
30443	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		816.43
				Check Total:		816.43
30444	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	C&R ROYAL SVC INC		228.36
				Check Total:		228.36
30445	04/02/2026	1011 Gas Tax/Street Improvement	Professional Services	CAL FARM SERVICES		160.00
30445	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		255.79
				Check Total:		415.79

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30446	04/02/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	CALIFORNIA INDUSTRIAL RUBBER COMPAN		203.83
				Check Total:		203.83
30447	04/02/2026	7000 Internal Service Fund	Professional Services	CERTIFIED AUTOMOTIVE		126.00
				Check Total:		126.00
30448	04/02/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		35.72
30448	04/02/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
30448	04/02/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		88.16
30448	04/02/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		77.48
30448	04/02/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		43.94
30448	04/02/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
30448	04/02/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		35.72
30448	04/02/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
30448	04/02/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		99.08
30448	04/02/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		77.48
30448	04/02/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
30448	04/02/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		43.94
				Check Total:		647.60
30449	04/02/2026	7000 Internal Service Fund	Utilities	COMCAST		13.19
				Check Total:		13.19
30450	04/02/2026	0001 General Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		188.38
30450	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		671.15
30450	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		7.92
30450	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		143.49
30450	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		126.39
				Check Total:		1,137.33
30451	04/02/2026	7000 Internal Service Fund	Professional Services	CUMMINS SALES AND SERVICE		10,371.00
30451	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	CUMMINS SALES AND SERVICE		15,726.60
				Check Total:		26,097.60
30452	04/02/2026	0001 General Fund	Various Classes	MARY ANN DAVIS		477.75
				Check Total:		477.75
30453	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		513.40
30453	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		691.54
30453	04/02/2026	7000 Internal Service Fund	Professional Services	DELRAY TIRE		312.95

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30453	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		2,193.79
30453	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		691.15
30453	04/02/2026	7000 Internal Service Fund	Professional Services	DELRAY TIRE		134.08
30453	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		529.04
30453	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		424.13
30453	04/02/2026	7000 Internal Service Fund	Professional Services	DELRAY TIRE		70.00
30453	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		275.90
30453	04/02/2026	7000 Internal Service Fund	Professional Services	DELRAY TIRE		25.00
30453	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		671.51
				Check Total:		6,532.49
30454	04/02/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		25.98
30454	04/02/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		281.43
30454	04/02/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		550.94
30454	04/02/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		79.02
30454	04/02/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		209.98
30454	04/02/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		632.65
30454	04/02/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		212.16
				Check Total:		1,992.16
30455	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	EWING IRRIGATION PRODUCTS INC.		306.64
				Check Total:		306.64
30456	04/02/2026	7000 Internal Service Fund	Special Departmental Expense	FERGUSON WATERWORKS		39.46
				Check Total:		39.46
30457	04/02/2026	0001 General Fund	Training	FRESNO CITY COLLEGE		429.00
				Check Total:		429.00
30458	04/02/2026	0001 General Fund	Travel/Conferences/Meetings	KRISTINA GARDNER		217.74
				Check Total:		217.74
30459	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		86.22
30459	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		256.85
				Check Total:		343.07
30460	04/02/2026	0001 General Fund	Small Tools	GRAINGER		185.53
30460	04/02/2026	1011 Gas Tax/Street Improvement	Small Tools	GRAINGER		203.65
				Check Total:		389.18

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30461	04/02/2026	0001 General Fund	Maint. Buildings & Grounds	GRANZOW INC		805.36
				Check Total:		805.36
30462	04/02/2026	0001 General Fund	Small Tools	DEREK HANOG		19.47
				Check Total:		19.47
30463	04/02/2026	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		594.75
30463	04/02/2026	0001 General Fund	Professional Services	HOFFMAN SECURITY		995.00
30463	04/02/2026	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		202.00
30463	04/02/2026	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		915.00
				Check Total:		2,706.75
30464	04/02/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		178.58
30464	04/02/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		469.25
30464	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON DISTRIBUTORS INC		150.75
30464	04/02/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		460.74
30464	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON DISTRIBUTORS INC		27.87
				Check Total:		1,287.19
30465	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	INTERSTATE TRUCK CENTER		303.98
				Check Total:		303.98
30466	04/02/2026	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		14,281.65
				Check Total:		14,281.65
30467	04/02/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		411.33
30467	04/02/2026	6000 Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		-527.15
30467	04/02/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		1,774.19
30467	04/02/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		-1,384.73
30467	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		94.16
30467	04/02/2026	6000 Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		555.28
				Check Total:		923.08
30468	04/02/2026	0001 General Fund	Professional Services	KENT M KAWAGOE PHD		825.00
				Check Total:		825.00
30469	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	LAWSON PRODUCTS		104.43
				Check Total:		104.43

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30470	04/02/2026	0001 General Fund	Plan Check Deposits	FRANCISCO MARQUEZ		6,540.00
				Check Total:		6,540.00
30471	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		31.96
				Check Total:		31.96
30472	04/02/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	MCCAMPBELL ANALYTICAL INC		1,882.00
				Check Total:		1,882.00
30473	04/02/2026	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		525.00
30473	04/02/2026	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		255.00
				Check Total:		780.00
30474	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		20.07
30474	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		313.98
30474	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		5.32
30474	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		308.17
30474	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		659.03
				Check Total:		1,306.57
30475	04/02/2026	0001 General Fund	Training	NIKKI MULLIGAN		204.74
				Check Total:		204.74
30476	04/02/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		8,654.97
30476	04/02/2026	5011 Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		29.03
30476	04/02/2026	5019 Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		686.30
30476	04/02/2026	5003 Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		87.38
30476	04/02/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		617.94
30476	04/02/2026	5009 Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		1,113.02
30476	04/02/2026	5036 Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		364.48
30476	04/02/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		5,300.19
30476	04/02/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		107.11
30476	04/02/2026	5005 Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		53.92
30476	04/02/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		263.49
30476	04/02/2026	5008 Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		217.69
30476	04/02/2026	5017 Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		22.29
30476	04/02/2026	5002 Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		151.11
30476	04/02/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		32,593.76
30476	04/02/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		286.06
30476	04/02/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		15,484.18
30476	04/02/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		5,637.28

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30476	04/02/2026	5013 Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		25.81
30476	04/02/2026	5001 Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		1,094.57
30476	04/02/2026	5004 Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		16.12
30476	04/02/2026	5006 Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		17.75
30476	04/02/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		1,620.34
30476	04/02/2026	5007 Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		26.40
				Check Total:		74,471.19
30477	04/02/2026	0001 General Fund	Castle Park Deposits	EMILY PERKINS		200.00
				Check Total:		200.00
30478	04/02/2026	6000 Water Enterprise Fund	Accounts Payable	GREG PRIDDY		182.77
				Check Total:		182.77
30479	04/02/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	PUMP PROS INC		282.27
30479	04/02/2026	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		170.00
				Check Total:		452.27
30480	04/02/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	RDO EQUIPMENT CO		335.26
				Check Total:		335.26
30481	04/02/2026	6010 Sewer Enterprise Fund	Professional Services	ROLFE CONSTRUCTION		7,727.00
				Check Total:		7,727.00
30482	04/02/2026	0001 General Fund	Special Departmental Expense	SECURITY CAMERA WAREHOUSE, INC		3,975.81
				Check Total:		3,975.81
30483	04/02/2026	0001 General Fund	Office Supplies	STAPLES		73.88
				Check Total:		73.88
30484	04/02/2026	7000 Internal Service Fund	Professional Services	STATE PRO BUILDERS INC.		4,160.80
				Check Total:		4,160.80
30485	04/02/2026	0001 General Fund	Special Departmental Expense	STEPPING STONE NURSERY		87.00
				Check Total:		87.00
30486	04/02/2026	0007 Measure V Fund	Fruitland Ave Rd Improvements	TAYLOR BACKHOE SERVICE, INC.		7,500.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		7,500.00
30487	04/02/2026	6000 Water Enterprise Fund	Professional Services	TESCO CONTROLS, INC.		560.00
				Check Total:		560.00
30488	04/02/2026	6000 Water Enterprise Fund	Accounts Payable	TIMON & PUMBA LLC		186.77
				Check Total:		186.77
30489	04/02/2026	0001 General Fund	Special Departmental Expense	TRICOUNTY FLOORING		4,480.99
				Check Total:		4,480.99
30490	04/02/2026	6000 Water Enterprise Fund	Training	ALEJANDRO TRUJILLO		211.85
				Check Total:		211.85
30491	04/02/2026	7000 Internal Service Fund	Special Departmental Expense	ULINE		274.24
30491	04/02/2026	7000 Internal Service Fund	Special Departmental Expense	ULINE		58.78
				Check Total:		333.02
30492	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		2,215.60
30492	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		17,011.82
				Check Total:		19,227.42
30493	04/02/2026	0001 General Fund	Travel/Conferences/Meetings	EDGAR VASQUEZ-CHAVEZ		159.90
				Check Total:		159.90
30494	04/02/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		8.79
30494	04/02/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,125.12
				Check Total:		1,133.91
30495	04/02/2026	7000 Internal Service Fund	Special Departmental Expense	WARD ENTERPRISES		206.52
				Check Total:		206.52
30496	04/02/2026	0001 General Fund	Professional Services	WEED MAN		1,612.00
				Check Total:		1,612.00
30497	04/02/2026	6000 Water Enterprise Fund	Professional Services	WEST & ASSOCIATES ENGINEERING INC		1,950.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		1,950.00
30498	04/02/2026	0001 General Fund	Community Center Rental	TRACEY WILSON		420.00
30498	04/02/2026	0001 General Fund	Community Center Deposits	TRACEY WILSON		210.00
				Check Total:		630.00
30499	04/02/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		52.32
30499	04/02/2026	0001 General Fund	Special Departmental Expense	WINTON HARDWARE		46.67
30499	04/02/2026	7000 Internal Service Fund	Operations & Maintenance	WINTON HARDWARE		24.77
30499	04/02/2026	0001 General Fund	Special Departmental Expense	WINTON HARDWARE		60.92
				Check Total:		184.68
				Report Total:		277,814.64

Warrant Summary April 9, 2026

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

Date	Description		Amount
4/3/26 - 4/8/26	Prewrittens (Checks Processed Between Warrants)	$	659.76
4/9/2026	Warrant	$	1,178,390.48
Total		**$**	**1,179,050.24**

Additional Warrants

Date	Description		Amount
4/7/2026	AFSCME District Council 57	$	1,007.79
4/7/2026	Atwater Police Officers Association	$	2,598.90
4/7/2026	CALPERS Employee 457 Plan	$	1,102.00
4/7/2026	EPARS Employee 457 Plan (PNC Bank)	$	1,608.00
4/7/2026	PERS Retirement 3/12/26 - 3/25/26	$	65,084.25
4/7/2026	State Disbursement - Child Support 3/25/26 Payroll	$	363.69
Total		**$**	**71,764.63**

Payroll

Date	Description		Amount
4/2/2026	Net Payroll	$	213,971.85
4/7/2026	Federal Taxes	$	63,611.92
4/7/2026	State Taxes	$	8,383.63
Total		**$**	**285,967.40**

Grand Total:	**$**	**1,536,782.27**

Anna Nicholas, Finance Director

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 4/9/2026 - 1:46 PM



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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,658.74
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		17,712.86
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,377.57
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		0.01
0	04/07/2026	0001 General Fund	Deferred Compensation	CALPERS		1,027.00
0	04/07/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,383.63
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,969.59
0	04/07/2026	0001 General Fund	Deferred Compensation	CALPERS		75.00
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,026.80
0	04/07/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		16,848.40
0	04/07/2026	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		363.69
0	04/07/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		11,489.91
0	04/07/2026	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	04/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		16,848.40
0	04/07/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		22,034.30
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		38.79
0	04/07/2026	0001 General Fund	Deferred Compensation	PNC BANK		1,208.00
0	04/07/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,007.79
0	04/07/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,124.96
0	04/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		37.76
0	04/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		3,940.41
0	04/07/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		715.64
0	04/07/2026	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,598.90
0	04/07/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		3,940.41
				Check Total:		143,760.18
30500	04/07/2026	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
				Check Total:		100.00
30501	04/07/2026	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		559.76

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		559.76
				Report Total:		144,419.94

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 4/9/2026 - 1:45 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	04/09/2026	0001 General Fund	Electronic Pmt Processing Exp	XPRESS BILL PAY		129.00
0	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	UBEO WEST LLC		164.28
0	04/09/2026	0001 General Fund	Pers Health Payable	PERS-HEALTH		125,084.70
0	04/09/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		1,670.14
0	04/09/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		38.06
0	04/09/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		530.47
0	04/09/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		71.07
0	04/09/2026	0001 General Fund	Miscellaneous Bills	PERS-HEALTH		1.34
0	04/09/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		178,007.29
0	04/09/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		11,340.00
0	04/09/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		1,518.31
0	04/09/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		530.46
0	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	UBEO WEST LLC		164.28
0	04/09/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		38.05
0	04/09/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		530.46
0	04/09/2026	7010 Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		100.07
0	04/09/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		44.95
0	04/09/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	AQUA METRIC		21,259.45
0	04/09/2026	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE COMPANY		4,173.53
0	04/09/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		46.99
0	04/09/2026	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE COMPANY		1,334.44
0	04/09/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		61,666.67
0	04/09/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		49.01
0	04/09/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		38.06
0	04/09/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		97,916.67
0	04/09/2026	7010 Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE COMPANY		2,206.20
0	04/09/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		33,147.40
				Check Total:		541,801.35
30502	04/09/2026	7000 Internal Service Fund	Professional Services	ADVANCED HEATING & AIR		570.00
30502	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	ADVANCED HEATING & AIR		271.88
				Check Total:		841.88

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30503	04/09/2026	0001 General Fund	Special Departmental Expense	AIRGAS USA LLC		145.43
				Check Total:		145.43
30504	04/09/2026	0001 General Fund	Towing Fees	ALLWAYS TOWING LLC		300.00
30504	04/09/2026	0001 General Fund	Professional Services	ALLWAYS TOWING LLC		2,330.00
				Check Total:		2,630.00
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		21.74
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		59.96
30505	04/09/2026	6000 Water Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		-16.52
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		84.46
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		223.40
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		28.16
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		163.02
30505	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		43.49
30505	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		45.82
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		55.40
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		18.15
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		15.70
30505	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		23.44
30505	04/09/2026	0001 General Fund	Youth Basketball	AMAZON CAPITAL SERVICES		116.71
30505	04/09/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		110.94
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.82
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		65.98
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.97
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		11.29
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		2,830.40
30505	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		235.33
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		72.83
30505	04/09/2026	6000 Water Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		143.59
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		55.17
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		43.45
30505	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		26.32
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		195.26
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		112.21
30505	04/09/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		100.58
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		198.88
30505	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-57.09
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		119.61
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		-15.70
30505	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		220.04
30505	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		43.49
30505	04/09/2026	0001 General Fund	Equipment Maint. Charges	AMAZON CAPITAL SERVICES		64.35

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		2,577.39
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		67.57
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		144.55
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		57.47
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		45.70
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		125.55
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		26.40
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		195.26
30505	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		26.24
30505	04/09/2026	0001 General Fund	Equipment Maint. Charges	AMAZON CAPITAL SERVICES		39.04
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		29.50
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		22.81
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		116.97
30505	04/09/2026	0001 General Fund	Youth Basketball	AMAZON CAPITAL SERVICES		36.22
30505	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		76.75
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		30.42
30505	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		20.33
30505	04/09/2026	0001 General Fund	Small Tools	AMAZON CAPITAL SERVICES		43.49
30505	04/09/2026	0001 General Fund	Machinery & Equipment	AMAZON CAPITAL SERVICES		108.64
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		198.88
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		41.60
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		107.31
30505	04/09/2026	6000 Water Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		57.84
30505	04/09/2026	0004 Public Safety Trans & Use Tax	Machinery & Equipment	AMAZON CAPITAL SERVICES		603.36
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		245.92
30505	04/09/2026	6000 Water Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		16.52
30505	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		57.09
30505	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		57.09
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		251.12
30505	04/09/2026	0004 Public Safety Trans & Use Tax	Machinery & Equipment	AMAZON CAPITAL SERVICES		28.30
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		44.18
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		4.12
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		51.86
30505	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		136.32
30505	04/09/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		9.74
30505	04/09/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		82.56
30505	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		19.62
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		92.84
30505	04/09/2026	0001 General Fund	Youth Basketball	AMAZON CAPITAL SERVICES		36.22
30505	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		161.46
30505	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		38.36
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		470.38
30505	04/09/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		195.26
30505	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		7.86

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30505	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		38.36
				Check Total:		12,383.12
30506	04/09/2026	7000 Internal Service Fund	Professional Services	ASSOCIATES LOCK & SAFE SERVICE		95.00
				Check Total:		95.00
30507	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		234.61
30507	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		97.10
30507	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		-10.00
30507	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		17.40
30507	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		160.53
30507	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		-10.00
30507	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		234.96
				Check Total:		724.60
30508	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BACKFLOW APPARATUS & VALVE CO.		683.56
				Check Total:		683.56
30509	04/09/2026	0001 General Fund	Community Center Deposits	MARCIELA BAEZ		350.00
				Check Total:		350.00
30510	04/09/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		375.09
30510	04/09/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		4,005.30
30510	04/09/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		1,890.72
30510	04/09/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		5,265.65
30510	04/09/2026	7010 Employee Benefits Fund	Dental Insurance	BENEFIT COORDINATORS CORPORATION		1,280.41
				Check Total:		12,817.17
30511	04/09/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		38.90
30511	04/09/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		4,744.30
30511	04/09/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		1,411.58
30511	04/09/2026	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		1,089.70
30511	04/09/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		233.40
30511	04/09/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		8,989.00
30511	04/09/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		794.60
30511	04/09/2026	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		7,037.60
30511	04/09/2026	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		1,062.50
30511	04/09/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		127.50
30511	04/09/2026	6010 Sewer Enterprise Fund	Professional Services	BEST BEST & KRIEGER		93.30
30511	04/09/2026	0001 General Fund	Professional Services	BEST BEST & KRIEGER		912.80

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		26,535.18
30512	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.53
30512	04/09/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		53.86
30512	04/09/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		13.53
30512	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		58.12
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		66.88
30512	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.69
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		17.62
30512	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		44.18
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		104.11
30512	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		7.72
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		172.58
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		7.53
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		90.47
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		38.12
30512	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		68.27
30512	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		140.34
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		68.94
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		7.52
30512	04/09/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		6.78
30512	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		52.27
30512	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		29.06
30512	04/09/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		43.18
30512	04/09/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.60
30512	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		27.13
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		134.68
30512	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		98.48
				Check Total:		1,411.19
30513	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	BRADY INDUSTRIES		73.53
				Check Total:		73.53
30514	04/09/2026	6000 Water Enterprise Fund	Small Tools	CAL FARM SERVICES		162.59
				Check Total:		162.59
30515	04/09/2026	0001 General Fund	Memberships & Subscriptions	CALIFORNIA PEACE OFFICER'S ASSOCIATION		175.00
				Check Total:		175.00
30516	04/09/2026	7000 Internal Service Fund	Professional Services	CERTIFIED AUTOMOTIVE		126.00
30516	04/09/2026	7000 Internal Service Fund	Professional Services	CERTIFIED AUTOMOTIVE		126.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		252.00
30517	04/09/2026	0001 General Fund	Training	CITY OF FRESNO		325.00
				Check Total:		325.00
30518	04/09/2026	0001 General Fund	Travel/Conferences/Meetings	CITY OF LIVINGSTON		40.00
30518	04/09/2026	0001 General Fund	Travel/Conferences/Meetings	CITY OF LIVINGSTON		40.00
30518	04/09/2026	0001 General Fund	Travel/Conferences/Meetings	CITY OF LIVINGSTON		40.00
				Check Total:		120.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		55.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
30519	04/09/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
				Check Total:		407.00
30520	04/09/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,901.00
30520	04/09/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,029.00
30520	04/09/2026	7030 Information Technology Fund	Professional Services	DATA PATH		8,321.00
30520	04/09/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
30520	04/09/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		760.00
30520	04/09/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
				Check Total:		18,531.00
30521	04/09/2026	7000 Internal Service Fund	Professional Services	ELITE IRON FENCING		450.00
30521	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	ELITE IRON FENCING		3,830.00
				Check Total:		4,280.00
30522	04/09/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		565.02
				Check Total:		565.02
30523	04/09/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		12.95
30523	04/09/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		683.24
30523	04/09/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		900.30
30523	04/09/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		289.40

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30523	04/09/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	FERGUSON WATERWORKS		3,078.50
				Check Total:		4,964.39
30524	04/09/2026	0001 General Fund	Professional Services	FORENSIC NURSE SPECIALISTS OF NOR CA L		2,250.00
				Check Total:		2,250.00
30525	04/09/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		185.12
30525	04/09/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		175.37
				Check Total:		360.49
30526	04/09/2026	0001 General Fund	Professional Services	GOLDEN STATE COMMUNICATIONS INC		660.00
				Check Total:		660.00
30527	04/09/2026	0001 General Fund	Training	DAVE GOODWIN		393.65
				Check Total:		393.65
30528	04/09/2026	0001 General Fund	Special Departmental Expense	GRAINGER		138.84
30528	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		41.95
30528	04/09/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	GRAINGER		160.43
				Check Total:		341.22
30529	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	INTERSTATE TRUCK CENTER		306.45
				Check Total:		306.45
30530	04/09/2026	1020 Parks and Recreation Fund	Osborn Park Renovation	INTERWEST CONSULTING GROUP		4,310.00
				Check Total:		4,310.00
30531	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	JAM SERVICES INC		478.50
				Check Total:		478.50
30532	04/09/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	LAWRENCE BACKHOE SERVICE INC		20,783.00
				Check Total:		20,783.00
30533	04/09/2026	0001 General Fund	Community Center Deposits	FELYSHIA LEGLU		350.00
				Check Total:		350.00
30534	04/09/2026	0001 General Fund	Miscellaneous	LOOMIS		1,548.97

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		1,548.97
30535	04/09/2026	0001 General Fund	Aged Outstanding Warrants	ANN MACDONALD		209.17
30535	04/09/2026	0001 General Fund	Aged Outstanding Warrants	ANN MACDONALD		268.60
				Check Total:		477.77
30536	04/09/2026	0010 Measure V Regional Fund	Bellevue Road Realignment	MARK THOMAS & COMPANY, INC		64,875.39
				Check Total:		64,875.39
30537	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		62.30
30537	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		21.57
				Check Total:		83.87
30538	04/09/2026	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		481.00
30538	04/09/2026	0001 General Fund	Printing & Advertising	MCCLATCHY COMPANY LLC		1,290.54
				Check Total:		1,771.54
30539	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	MCCOY TRUCK TIRE SERVICE		911.16
				Check Total:		911.16
30540	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	RICHARD MCEACHIN		50.00
30540	04/09/2026	0001 General Fund	Travel/Conferences/Meetings	RICHARD MCEACHIN		59.72
				Check Total:		109.72
30541	04/09/2026	0001 General Fund	Youth Basketball	MERCED AREA SPORTS OFFICIALS, INC		510.00
				Check Total:		510.00
30542	04/09/2026	0001 General Fund	Professional Services	MERCED COUNTY		17,066.00
				Check Total:		17,066.00
30543	04/09/2026	6010 Sewer Enterprise Fund	Improvements Other Than Bldg	MID-VALLEY DISPOSAL LLC		50,000.00
				Check Total:		50,000.00
30544	04/09/2026	7000 Internal Service Fund	Professional Services	MISTER CAR WASH		1,064.00
				Check Total:		1,064.00
30545	04/09/2026	6000 Water Enterprise Fund	Training	MITCH'S CERTIFIED CLASSES, INC.		1,500.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		1,500.00
30546	04/09/2026	6010 Sewer Enterprise Fund	Project Retention	MOUNTAIN CASCADE INC		-3,293.17
30546	04/09/2026	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	MOUNTAIN CASCADE INC		65,863.32
				Check Total:		62,570.15
30547	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		20.04
				Check Total:		20.04
30548	04/09/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTOMOTIVE INC		115.25
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		168.42
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		88.58
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		7.81
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		30.44
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		111.99
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		29.65
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		30.40
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		27.67
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		86.36
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		93.59
30548	04/09/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTOMOTIVE INC		16.30
30548	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		43.49
30548	04/09/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTOMOTIVE INC		17.39
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		14.82
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		323.04
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		25.20
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		56.51
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		91.87
30548	04/09/2026	0001 General Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		21.74
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		104.06
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		60.54
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		-10.00
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		-150.67
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		27.00
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		8.31
30548	04/09/2026	0001 General Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		20.63
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		17.32
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		15.98
30548	04/09/2026	0001 General Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		70.05
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		-30.44
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		37.49
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		94.90

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		18.61
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		-7.92
30548	04/09/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTOMOTIVE INC		8.69
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		14.78
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		5.80
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		179.35
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		12.58
30548	04/09/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTOMOTIVE INC		28.16
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		9.62
30548	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		59.80
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		11.96
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		9.62
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		34.79
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		22.97
30548	04/09/2026	7000 Internal Service Fund	Small Tools	O'REILLY AUTOMOTIVE INC		37.49
30548	04/09/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		71.41
30548	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTOMOTIVE INC		15.21
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		195.19
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		-7.81
30548	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTOMOTIVE INC		5.75
				Check Total:		2,391.74
30549	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		1,120.39
30549	04/09/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		58.50
30549	04/09/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		18,523.87
30549	04/09/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,072.14
30549	04/09/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		857.81
				Check Total:		21,632.71
30550	04/09/2026	0001 General Fund	Special Departmental Expense	PACIFIC STORAGE COMPANY		312.10
30550	04/09/2026	0001 General Fund	Professional Services	PACIFIC STORAGE COMPANY		180.00
				Check Total:		492.10
30551	04/09/2026	6010 Sewer Enterprise Fund	Machinery & Equipment	PERRYS ELECTRIC MOTORS & CONTROLS		21,322.84
				Check Total:		21,322.84
30552	04/09/2026	7000 Internal Service Fund	Special Departmental Expense	ERIC PRICE		20.00
				Check Total:		20.00
30553	04/09/2026	0001 General Fund	Professional Services	QUAD KNOPF		196.00
30553	04/09/2026	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOPF		1,805.40

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
30553	04/09/2026	6010 Sewer Enterprise Fund	Canal Creek Utility Crossing	QUAD KNOPF		1,725.80
30553	04/09/2026	0001 General Fund	Professional Services	QUAD KNOPF		1,560.40
30553	04/09/2026	6010 Sewer Enterprise Fund	Castle Sewer Interceptor	QUAD KNOPF		612.50
30553	04/09/2026	0001 General Fund	Professional Services	QUAD KNOPF		79.50
30553	04/09/2026	0001 General Fund	Professional Services	QUAD KNOPF		2,906.20
30553	04/09/2026	6001 Water Fund Capital Replacement	Canal Creek Utility Crossing	QUAD KNOPF		1,725.80
				Check Total:		10,611.60
30554	04/09/2026	7000 Internal Service Fund	Professional Services	ROSE FURNITURE & FLOOR COVERING		2,000.00
				Check Total:		2,000.00
30555	04/09/2026	6000 Water Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CONT		314.00
				Check Total:		314.00
30556	04/09/2026	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		2,754.32
30556	04/09/2026	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		118.24
				Check Total:		2,872.56
30557	04/09/2026	7000 Internal Service Fund	Professional Services	SMITH TRUCK REPAIR INC		2,660.00
30557	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	SMITH TRUCK REPAIR INC		761.03
				Check Total:		3,421.03
30558	04/09/2026	0001 General Fund	Professional Services	STERICYCLE INC		41.42
				Check Total:		41.42
30559	04/09/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		5,823.15
30559	04/09/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		5,049.00
30559	04/09/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		14,540.80
30559	04/09/2026	7000 Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,439.44
				Check Total:		27,852.39
30560	04/09/2026	1011 Gas Tax/Street Improvement	Professional Services	TRANSCOUNTY TITLE CO.		400.00
				Check Total:		400.00
30561	04/09/2026	0001 General Fund	Professional Services	TRANSUNION RISK AND ALTERNATIVE DATA		115.00
				Check Total:		115.00
30562	04/09/2026	1011 Gas Tax/Street Improvement	Training	UC REGENTS		2,000.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		2,000.00
30563	04/09/2026	0001 General Fund	Castle Youth Center Expense	VALLEY GAMING & BILLIARDS		2,662.20
				Check Total:		2,662.20
30564	04/09/2026	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
30564	04/09/2026	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
				Check Total:		2,000.00
30565	04/09/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		16,936.25
				Check Total:		16,936.25
30566	04/09/2026	6010 Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		196,406.03
				Check Total:		196,406.03
30567	04/09/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN (CA)		1,578.19
				Check Total:		1,578.19
30568	04/09/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	WATERFORD IRRIGATION SUPPLY, INC		94.48
				Check Total:		94.48
30569	04/09/2026	7000 Internal Service Fund	Utilities	WEST COAST GAS COMPANY INC		35.16
				Check Total:		35.16
30570	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		54.48
30570	04/09/2026	6000 Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		42.01
30570	04/09/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		78.36
				Check Total:		174.85
				Report Total:		1,178,390.48

CITY OF ATWATER

CITIZENS' OVERSIGHT COMMITTEE FOR PUBLIC SAFETY TRANSACTIONS AND USE TAX

ACTION MINUTES

September 9, 2025

REGULAR SESSION: (Council Chambers)

The City of Atwater Citizens' Oversight Committee for Public Safety Transactions and Use Tax met in Regular Session this date at 6:01 PM in the City Council Chambers located at the Atwater Civic Center, 750 Bellevue Road, Atwater, California; Chairperson Kindred-Winzer presiding.

PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge of Allegiance was led by Committee Member Gary Ingram.

ROLL CALL:

Present:	***Committee Members Ingram, Perez, Price, Chairperson Kindred-Winzer***
Absent:	***Vice Chairperson Santos***
Staff Present:	***City Manager Hoem, Police Chief McEachin, CAL FIRE Battalion Chief Randol, Executive Assistant Peralta***

SUBSEQUENT NEED ITEMS: ***None.***

APPROVAL OF AGENDA AS POSTED OR AS AMENDED:

***MOTION*: Committee Member Price moved to approve the agenda as posted. The motion was seconded by Committee Member Ingram and the vote was: Ayes:**

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

MINUTES:

June 10, 2025 – Regular Meeting

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

REPORTS AND PRESENTATIONS FROM STAFF:

Verbal Financial report (Finance Director Nicholas)

Finance Director Nicholas gave a verbal financial report on the sales tax, car purchase tax, sales tax revenue, and general updates.

Committee Member Price inquired about the public safety use tax fund.

Chairperson Kindred-Winzer asked about the timeline of the financial documents.

Finance Director Nicholas provided clarification.

Verbal Police Department Update (Police Chief McEachin)

Police Chief McEachin gave a verbal police report regarding expenses from last quarter and the flock system.

Committee Member Price asked about the power outage that occurred in the Police Department.

Committee Member Ingram asked about the new radios and their compatibility.

Chairperson Kindred-Winzer asked about length of car leases.

Committee Member Perez asked about the lifespan of the patrol cars.

Police Chief McEachin provided clarification.

Verbal Fire Department Update (CAL FIRE Battalion Chief Randol)

CAL FIRE Battalion Chief Randol gave a verbal fire update regarding call volumes, the Lucas device successes, assisting with fires, personnel, inspections, and Measure B fund purchases.

Chairperson Kindred-Winzer inquired about filled positions.

Committee Member Price asked about replacing the ladder truck that is having constant mechanical issues.

CAL FIRE Battalion Chief Randol provided clarification.

OTHER ACTIONABLE ITEMS:

Committee Expenditure Review Form (City Manager Hoem)

The committee reviewed the form and expenditures and decided there is no action needed.

CITY MANAGER UPDATE:

Update from the City Manager

City Manager Hoem thanked staff for their reports.

COMMENTS FROM THE PUBLIC:

Notice to the public was read.

Chairperson Kindred-Winzer closed the Public Comment.

COMMITTEE MATTERS:

Committee member comments

Committee Member Price provided a general update regarding community members and their families.

Chairperson Kindred-Winzer showed her appreciation to staff and spoke about the vacancies on committees and commissions.

ADJOURNMENT:

Chairperson Kindred-Winzer adjourned the meeting at 7:09 PM.

APPROVED:

ROSA KINDRED-WINZER
CHAIRPERSON

ATTEST:

GISELA PERALTA
RECORDING SECRETARY

CITY OF ATWATER

SPECIAL MEETING
CITY COUNCIL

ACTION MINUTES

February 21, 2026

Atwater Community Center, Evelyn Chambers – 760 E. Bellevue Road, Atwater, California

CALL TO ORDER
The City Council meeting was called to order at 9:00 AM.

ROLL CALL
Present: Mayor Nelson, Mayor Pro Tem Cale, Council Members Ambriz, Raymond, Rochester (City Council Member Ambriz arrived to the meeting at 9:05 AM, Council Member Raymond arrived to the meeting at 9:40 AM)

Absent: None

BUDGET WORKSHOP:

Budget Workshop Regarding City Budget Overview and Education.

City Council participated in a budget workshop where staff presented an overview of the upcoming City budget. Members of the public were in attendance and were given opportunities to comment throughout the workshop. Staff wrote down notes shared during the session. All input will be considered as part of the ongoing budget process to be continued at the second budget workshop on March 28th, 2026.

ADJOURNMENT:

The meeting adjourned at 11:00 AM.

APPROVED:

_____
MICHAEL G. NELSON
MAYOR

ATTEST:

_____
GISELA PERALTA
DEPUTY CITY CLERK

CITY OF ATWATER

SPECIAL MEETING
CITY COUNCIL

ACTION MINUTES

March 28, 2026

Atwater Community Center, Evelyn Chambers – 760 E. Bellevue Road, Atwater, California

CALL TO ORDER
The City Council meeting was called to order at 9:00 AM.

ROLL CALL
Present: Mayor Nelson, Mayor Pro Tem Cale, Council Members Ambriz, Rochester (City Council Member Ambriz arrived to the meeting at 9:12 AM)

Absent: City Council Member Raymond

BUDGET WORKSHOP:

Budget Workshop #2: Continues City Budget Overview and Discussion

City Council, City Staff and members of the public participated in interactive exercises illustrating the City's budgeting process, offering participants a practical understanding of revenue constraints, expenditure priorities, and decision-making considerations. City staff presented a PowerPoint that addressed previous questions and Members of the public were given opportunities to comment throughout the workshop.

ADJOURNMENT:

The meeting adjourned at 10:00 AM.

APPROVED:

_____
MICHAEL G. NELSON
MAYOR

ATTEST:

_____
JANELL MARTIN
ASSISTANT CITY CLERK

PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha
Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Gisela Peralta, Executive Assistant - Deputy City Clerk
SUBJECT: **Approving the Restated Joint Powers Agreement of the Transit Joint Powers Authority for Merced County** (City Manager Hoem)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3600-26 awarding and approving the Restated Joint Powers Agreement for the Transit Joint Powers Authority for Merced County; and, in a form approved by the City Attorney, and authorizing and directing the Mayor to execute the agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

The Transit Joint Powers Authority for Merced County (TJPA) was originally established on January 24, 1995, to provide coordinated public transit planning, funding, and operations throughout Merced County. The TJPA serves as a regional entity responsible for the planning, administration, and oversight of transit services within the service area.

The member agencies include the Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, Merced, and the County of Merced.

To reflect current governance practices, clarify responsibilities, and consolidate prior amendments, the member agencies have prepared a Restated Joint Powers Agreement.

The Restated Agreement continues TJPA as a public entity separate from its member agencies and affirms its authority to:

- Plan, oversee, and administer transit services
- Accept and expend state and federal transit funds
- Acquire, operate, and maintain transit equipment and facilities
- Enter into contracts and pursue grants
- Issue debt and adopt necessary policies and resolutions

The Agreement establishes a 30-year term beginning March 9, 2026, unless terminated by unanimous consent of all members.

Governance will continue through a Board consisting of the five Merced County Supervisors and one elected representative from each member city. The Merced County Association of Governments (MCAG) Executive Director will serve as TJPA Executive Director.

Approval of the Restated Agreement ensures continued regional coordination of transit services and eligibility for state and federal transit funding.

II. FISCAL IMPACTS:

There is no immediate fiscal impact associated with approval of the Restated Agreement. Member agencies may continue to participate in funding transit services and programs through TJPA as part of future budget processes

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

This item is consistent with goal two (2) of the 2026-2030 City's Strategic Plan: to promote safety, stability, and quality of life.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by 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:

Approval of the Restated Joint Powers Agreement is an administrative activity and is not a project under CEQA pursuant to CEQA Guidelines Section 15378.

IX. STEPS FOLLOWING APPROVAL:

Upon approval by City Council, the City Clerk’s office will route the Restated Joint Powers Agreement for signature.



Chris Hoem, City Manager

Attachments:

1. 3600-26 Approving the Restated Joint Powers Agreement
2. Joint Powers Authority's Joint Powers Agreement
3. 2026 Restated Joint Powers Agreement of TJPA (redlined)

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING THE RESTATED JOINT POWERS AGREEMENT FOR THE TRANSIT JOINT POWERS AUTHORITY FOR MERCED COUNTY AND AUTHORIZING EXECUTION THEREOF

WHEREAS, the Transit Joint Powers Authority for Merced County (TJPA) was established to provide coordinated planning, funding, and administration of public transit services throughout Merced County; and

WHEREAS, the Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, Merced, and the County of Merced are member agencies of TJPA; and

WHEREAS, the member agencies desire to amend and restate the existing Joint Powers Agreement to clarify governance, powers, and responsibilities and to supersede prior amendments; and

WHEREAS, the Restated Joint Powers Agreement will continue TJPA as a separate public entity responsible for regional transit planning, funding, and operations.

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

1. The Restated Joint Powers Agreement for the Transit Joint Powers Authority for Merced County is hereby approved.
2. The Mayor is authorized and directed to execute the Agreement on behalf of the City.
3. The City Clerk is directed to attest to the execution of the Agreement and maintain it on file.

The foregoing resolution is hereby adopted this 14th day of April 2026.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MICHAEL G. NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

RESTATED JOINT POWERS AGREEMENT OF THE
TRANSIT JOINT POWERS AUTHORITY FOR MERCED COUNTY
[TJPA]

Effective Date April 14th, 2026

This Restated Joint Powers Agreement is entered into by and among those undersigned of the Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, and Merced, all municipal corporations and the County of Merced, a political subdivision of the State of California.

RECITALS

1. Common Power. Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to jointly exercise any power common to them.

2. Common Authority. The City of Merced, by virtue of its charter, and the Cities of Los Banos, Atwater, Livingston, Dos Palos and Gustine, and the County of Merced, by virtue of California Government Code Section 6500 – 6539.9, inclusive, possess in common the authority:

a) To plan, adopt, finance, administer, and operate transit equipment and facilities;

b) To enforce and report Transit Services in the Service Area; and

c) To do all acts necessary to participate in federal programs and receive federal funds for the development, operation, and provision of Transit Services within the Service Area, including contracting and cooperating with other agencies.

3. Orderly Development. The people residing within the incorporated and unincorporated areas of Merced County have an interest in the orderly development of their communities.

4. Independent Agency. The continued growth and extensive development within the incorporated and unincorporated areas of Merced County have evidenced the

need to create a wholly independent regional agency capable of dealing with area-wide issues and problems.

5. Transit Joint Powers Authority for Merced County. On January 24, 1995, as modified by Resolution 2002/03/21/2, the foregoing needs led to the creation and establishment of the Transit Joint Powers Authority for Merced County, (hereinafter referred to as "TJPA").

6. Effects. The establishment of TJPA has:

a) Provided a forum to study and develop solutions to area-wide problems of mutual concern to the Agencies.

b) Provided efficiency and economy in governmental operations through the cooperation of the Agencies and the pooling of common resources.

c) Provided for the establishment of a Joint Powers Authority responsible for planning, adoption, financing, administration, and operation of transit equipment and facilities and for the joint monitoring, enforcement, and reporting of Transit Service activities in the Service Area.

d) Facilitated cooperation among and agreement between the Agencies for specific purposes, interrelated developmental actions, and for the adoption of common policies with respect to issues and problems which are common to the Agencies.

7. Amendment. The undersigned Agencies and Members desire to amend and restate the Transit Services Consolidation Agreement dated January 24, 1995, as amended (the "Original Agreement"), in order to establish the duties and powers of the Transit Joint Powers Authority for Merced County. This Restated Joint Powers Agreement and the terms and conditions set forth herein supersede all prior amendments and restatements of the Original Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

1.1 Unless the context otherwise requires, capitalized terms used in this

Agreement will have the meanings specified in Exhibit A, which is attached and incorporated by this reference.

ARTICLE 2. PURPOSE

2.1 This Agreement is made pursuant to the Act to provide for the joint exercise of certain powers common to the Members and the additional powers granted under the Act. To the extent currently applicable, those powers and/or functions are set forth in Article 6 below.

ARTICLE 3. CONTINUATION OF AUTHORITY

3.1 Continuation. Upon the effective date of this Agreement, the Parties hereto hereby continue the Transit Joint Powers Authority for Merced County, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute the terms of this Agreement.

3.2 Assets, Rights and Liabilities. The assets, rights, debts, liabilities, and obligations of TJPA shall be those of TJPA and shall not constitute assets, rights, debts, liabilities, or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of TJPA, provided that both the Board and that Member approve such contract or assumption. The provisions of Government Code section 6504, specifically including the right of Members to advance funds and make loans, are made a part of this Agreement.

ARTICLE 4. TERM

4.1 Effective Date. This Agreement shall become effective on April 14th, 2026.

4.2 Term. This Agreement shall continue for a period of thirty years from the effective date unless terminated in accordance with Article 10 of this Agreement. The term may only be modified by the unanimous consent of all Members.

ARTICLE 5. BOUNDARIES

5.1 Boundary. TJPA's jurisdictional boundary shall not exceed the jurisdictional

boundary of the County of Merced, as the County boundary may be expanded or changed during the Term of this Agreement. This provision shall not prevent TJPA from providing Transit Services or acquiring services or property outside of its boundaries for the benefit of TJPA Agencies.

ARTICLE 6. FUNCTIONS/POWERS

6.1 Authority Functions. TJPA will function or continue to:

a. Plan, direct, oversee, and administer delivery of Transit Services within the Service Area

b. Accept and expend state and federal transit funds.

c. Perform any functions directed by the Board in furtherance of the foregoing or other programs as determined by the Board.

d. Involve public officials and citizens as members of committees to advise the Authority on a non-binding basis.

6.2 Powers. TJPA is authorized, but is in no way required, to act in its own name on any or all of the following matters, as each Member could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions and regulations, subject only to such restrictions upon the manner and exercise of such power as are imposed upon the County of Merced in the exercise of similar powers:

a. Make and enter into contracts.

b. Acquire, improve, hold, lease, and dispose of real and personal property of all types.

c. Acquire, repair, rehabilitate, finance, refinance, operate, regulate, and maintain equipment and facilities for the provision of Transit Services.

d. Plan, study, and recommend proper and appropriate Transit Service management practices.

e. Resolve disputes between the public and any entities providing

Transit Services or services ancillary thereto.

f. Plan, design, and implement programs that address fare box revenue requirements.

g. Educate the public as to Transit Services and related matters.

h. Accept gifts, donations, advances, and contributions and act as regional lead jurisdiction/applicant and grand administrator for grants, including grants in the name of Members/regional participants.

i. Accept gifts, donations, advances and contributions and act as regional lead jurisdiction/applicant and grant administrator for grants in the name of Members/regional participants.

j. Hire agents and employees

k. Sue and be sued in its own name.

l. Incur and discharge debts, liabilities and obligations.

m. Issue bonds or notes and incur other forms of indebtedness, and make associated covenants, for designated purposes, subject to the provisions and limitations of the California Constitution and the Government Code.

n. Adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement.

o. Any additional power granted to Joint Powers Authorities under the Act.

p. All powers necessary to the exercise of the enumerated powers.

ARTICLE 7. ORGANIZATION

7.1 Governing Board.

TJPA shall be governed by a Governing Board (hereinafter “Board”), which shall exercise or oversee the exercise of all powers and authority on its behalf. The Board shall meet in accordance with the TJPA bylaws. Under this Agreement, the Board is

expressly charged with carrying out the foregoing provisions through its actions, through contracts, or through staff hired by TJPA.

7.2 Directors.

(a) The Board shall consist of each of the five Merced County Supervisors and one elected legislative official from each of the other Members. No Person shall be eligible for appointment to the Board unless he or she is serving in an elective position. Each of the city Members may appoint one elective Person as an alternate to serve in the absence of an appointed director. Directors and alternate directors who have been duly appointed and are serving at the time of the adoption of this Agreement may continue to serve in that capacity without any further action of the Member.

(b) Each Director, so long as a public official, shall hold office from the first meeting of the Board after appointment by the Member until his or her successor is selected by such Member.

(c) This Section 7.2 may only be modified by the unanimous consent of the Members.

7.3 Principal Place of Business. The principal place of business of TJPA shall be located within the Boundary of TJPA.

7.4 Officers.

(a) The Board shall select a Chair and a Vice Chair from among the Directors who shall hold office for a period of one year commencing July 1st. The Chair and Vice Chair shall alternate between a Member of the Merced County Board of Supervisors and a city Member representative. The positions shall rotate and there shall be no consecutive terms. These specifications are met with the adherence to the Chair Rotation Schedule adopted by the Merced County Association of Governments (MCAG) Board of Directors on June 15, 2017. The Rotation Schedule may be amended at the discretion of the Board from time to time but shall generally not result in consecutive terms or break the alternation between the County Board of Supervisors Members and the city Member.

(b) Executive Director. The Board shall utilize an Executive Director who shall be the chief executive officer of TJPA. In lieu of special appointment, the Executive Director shall be the Executive Director of MCAG.

(c) Deputy Executive Director. The Executive Director may appoint a Deputy Executive Director who shall serve as Executive Director in the absence of the Executive Director. In lieu of special appointment, the Deputy Executive Director shall be the Deputy Executive Director of MCAG.

(d) Finance Director. The Executive Director shall appoint a Finance Director who shall function under the guidance of the Executive Director. In lieu of special appointment, the Deputy Executive Director shall be the Deputy Executive Director of MCAG.

(e) Secretary. The Board shall utilize the services of a Secretary. In lieu of special appointment, the Secretary shall be the Secretary of MCAG.

(f) General Counsel. TJPA shall contract with an attorney licensed to practice in the State of California who shall serve as General Counsel to TJPA.

7.5 Designation of Law. As required by section 6509 of the Act, and in the absence of conflicting procedural rules, ordinances and resolutions adopted by the Board, the procedural rules, ordinances and resolutions of the County of Merced are the governing law for TJPA.

ARTICLE 8. FINANCIAL MATTERS

8.1 Financial Matters.

(a) Budget. TJPA shall prepare and submit to the Board a budget and work plan for adoption prior to July 1 of each year for the ensuing Fiscal Year.

(b) Treasurer. The Finance Director of TJPA shall be the Treasurer pursuant to Government Code section 6505.6.

(c) Auditor. The Finance Director of TJPA shall be the Auditor pursuant to Government Code section 6505.6.

(d) Duties of Treasurer and Auditor. The Treasurer and/or Auditor, as appropriate, shall do all of the following:

(1) Receive and receipt for all money of TJPA and place it in the treasury of the Treasurer so designated to the credit of TJPA.

(2) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all TJPA money so held by him or her.

(3) Pay, when due, all sums payable with respect to outstanding indebtedness of TJPA.

(4) Pay any other sums due from TJPA only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement.

(5) Make or contract to make an annual audit of the accounts and records of TJPA. The minimum standards of the audit shall be those prescribed for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing practices. A report of the audit shall be filed as public record with each of the Agencies within 12 months of the end of the Fiscal Year under

examination. Any costs in making an audit in accordance with this Agreement shall be borne by TJPA and shall be a charge against any unencumbered funds of TJPA available for the purpose.

(6) Draw warrants to pay demands against TJPA when the demands have been approved by any Person authorized to so approve in this Agreement.

(7) File an official bond or proof of insurance in an agreed amount pursuant to section 6505.1 of the Act.

(8) Perform any and all other functions necessary to effectuate this Agreement.

(e) Investment Policy. The investment policy of TJPA shall be the investment policy adopted by the Board.

(f) Revenue Bonds. TJPA may issue revenue bonds, but the revenue bonds shall not constitute a debt, liability, or obligation of an individual Member.

(g) Insurance/Indemnification.

TJPA shall maintain general liability insurance relating to its enumerated functions and shall indemnify, protect, defend and hold harmless all of the Members and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the TJPA's acts and/or omissions arising from and/or relating to this Agreement or any act and/or omission performed by a Member on behalf of TJPA or at the request of TJPA. This indemnity shall include Environmental Laws as herein defined.

ARTICLE 9. WITHDRAWAL FROM TJPA

9.1 Withdrawal Conditions. A Member may not withdraw from TJPA unless and until that Member:

(a) Liquidates in full its proportion of any and all existing debts, obligations and liabilities incurred, earned, or expected to be earned by the date of withdrawal,

including, but not limited to, certificates of participation, notes, revenue bonds and other indebtedness, if any, as determined by the Board. The liabilities of a withdrawing Member shall specifically include those resulting from acts or omissions when the withdrawing Member was a participating Member of TJPA.

(b) Has provided written notice of intent to withdraw, via a resolution of the governing body of the Member, at least one (1) year prior to the end of the Fiscal Year in which it intends to withdraw. Withdrawal shall be effective at the end of the fiscal year.

(c) This Section 9.1 may only be modified by the unanimous consent of the Members.

9.2 Costs of Withdrawal. A withdrawing Member shall be responsible for all costs associated with its withdrawal from TJPA. Such costs may include, but may not be limited to, TJPA staff time associated with ensuring the proper and complete withdrawal of the Member and costs of continuing contracts attributable to that Member. In determining the costs associated with the withdrawal of a Member, the withdrawing Member shall have the option of allowing TJPA to determine such costs or of hiring, at its own cost, an independent auditor approved by the Board to determine the costs associated with its withdrawal.

ARTICLE 10. TERMINATION

10.1 Termination Requirements. This Agreement may only be terminated by consent of all Members, and upon full and complete liquidation of all liabilities, including, but not limited to, certificates of participation, notes, revenue bonds and other indebtedness, if any, and the winding up of all TJPA business. Upon the date of termination ("Termination Date"), payment of any and all obligations and division of any and all assets of TJPA shall be conducted subject to the then applicable requirements of the law (currently Section 6511, et seq., of the Act) as follows:

(a) In the event of termination of TJPA where there is a successor public entity that will conduct all of the activities and assume all of its obligations, any and all MCAG assets and liabilities remaining upon termination shall be transferred to the

successor public agency.

(b) If there is no successor public agency that would conduct TJPA's activities, all assets and liabilities, including surplus money, shall be apportioned to each Member in proportion to population.

(c) If there is a successor public agency that would conduct some of TJPA's activities, then the Board shall allocate TJPA assets and liabilities, including surplus money, between the successor public agency and the Members. In such case the Member's portion of the allocation shall be based on subparagraph (b) above.

(d) By unanimous agreement of the Members, assets and liabilities may be disposed of, divided or distributed on a basis different from that established in this Article 10.

ARTICLE 11. BYLAWS

11.1 Bylaws. Bylaws may be adopted by the Board pursuant to which meetings of the Board shall be called. The Bylaws shall contain appropriate provisions for the transaction of business and describe the duties and powers of the Chair and Vice Chair and such other officers as may be appointed. To the extent the Bylaws conflict with this Agreement, the terms of this Agreement shall control. The Bylaws may be amended from time to time by majority vote of the Board after notice in accordance with the Bylaws.

ARTICLE 12. AMENDMENTS

12.1 With the exception of Article 10, Article 9, Section 7.2 and Section 4.2, this Agreement may be amended at any time by agreement of five Members, one of which must be the County of Merced. The County of Merced's agreement shall be evidenced by a resolution of the County Board of Supervisors. Agreement of a city Member shall be evidenced by a resolution of their respective City Council. However, no amendment may reduce the representation rights of a Member, or add to the duties or obligations of a Member without the agreement of such Member.

ARTICLE 13. MISCELLANEOUS

13.1 Filing with the Secretary of State. All notices required by Government Code

Sections 6503.5 and 53051 shall be filed by TJPA with the California Secretary of State.

13.2 Immunity. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which would apply to the activity of officers, agents, or employees of any such Member, when performing their respective functions within the territorial limits of the respective Members, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under this agreement outside the territorial limits of their Agencies.

13.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each Member. Notwithstanding the foregoing, no Member may assign any right or obligation hereunder without the written consent of all other Members.

13.3 Severability. If any provision of this Agreement or its application to any Person or circumstances is held invalid or illegal by a final judgment of a court of law in the State of California, the remainder of this Agreement and the application of the provision to other Persons or circumstances shall not be affected.

13.4 Headings. All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

13.5 Conflict of Interest Code. TJPA has adopted a conflict of interest code.

13.6 Disputes. Prior to filing a lawsuit, the parties shall attempt to resolve, in good faith, any and all disputes, claims or controversies arising out of or relating to this Agreement, including decisions and official actions of the Board, by participating in mediation, conducted by a mediator selected by the parties to the dispute. This provision may be invoked by any Member with written notice ("Notice of Mediation") to TJPA, or to the other Agency to the dispute, accompanied by a resolution of the invoking Agency's council or board invoking this provision. TJPA may also invoke this provision through a majority vote of the TJPA Board.

Once Mediation Notice is received by an Agency, the parties to the dispute, or their respective representative, shall select a mediator with appropriate expertise and experience with dispute resolution. If the parties are not able to stipulate to a mediator, then, within 10 business days of receiving the Mediation Notice, the parties shall simultaneously exchange a list of three mediators. Each party shall propose their list of mediators independently and without sharing their list with any other party. Within five business days of the exchange, the parties shall, independently and without comparing, rank all of the mediators exchanged in numerical order and exchange such rankings. The highest-ranking person shall be designated as the mediator. In the event of a tie, the earliest available person shall be designated as the mediator. If such mediator is not available to serve, or is otherwise conflicted, the parties shall proceed to contact the mediator who was next highest in ranking until they are able to select a mediator. The parties shall have 30 days from receipt of the Notice of Mediation to select a mediator.

The selected mediator, in consultation with the parties, shall establish the time and place of mediation, rules regarding the prompt exchange of information, and the exchange and preparation of written summaries (if necessary). The parties shall attempt in good faith to complete mediation of the dispute within 120 days of selection. The parties may, by unanimous agreement, establish a different timeframe for mediation. Such alternative timeframe must be in writing and agreed to within 90 days from receipt of the Mediation Notice. Such agreement may be executed by the parties' representatives. The parties agree to attend a minimum of two full-day mediation sessions if the matter cannot be resolved sooner. During the course of the mediation, no party can assert the failure to fully comply with the timelines established herein as a reason not to proceed or to delay the mediation.

The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until 15 days after conclusion of mediation. Conclusion of the mediation shall occur at the earliest of 1) execution of a settlement

agreement by all parties to the mediation, 2) declaration of the mediator that mediation is terminated, or 3) at the expiration of 120 days from the selection of the mediator (or alternative agreed upon timeframe for mediation) and the parties have attended two full-day mediation sessions. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

The mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

13.7 Execution in Counterparts. This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which shall collectively constitute one agreement.

13.8 Authority to Bind. Each person signing below represents and warrants that he or she is authorized, by resolution or similar action, of their respective city council or board of supervisors to bind the Agency on whose behalf he or she executes this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown in the respective signature blocks.

COUNTY OF MERCED

By:_____ Dated: _____
Chairman

ATTEST:

By:_____
Clerk of County Board of Supervisors

Approved as to Legal Form:

By:_____
County Counsel

CITY OF ATWATER

By:_____Dated:_____
Michael G. Nelson, Mayor

ATTEST:

By:_____
Kory J. Billings, City Clerk

Approved as to Legal Form:

By:_____
Frank Splendorio, City Attorney

EXHIBIT A

DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified below.

Act

"Act" means the California Joint Exercise of Powers Law (California Government Code Section 6500 et seq.)

Agency/Agencies

"Agency/Agencies" means the County of Merced, City of Atwater, City of Dos Palos, City of Gustine, City of Livingston, City of Los Banos, and City of Merced.

Agreement

"Agreement" means this Restated Joint Exercise of Powers Agreement, as it may be amended from time to time.

Auditor

"Auditor" means the Finance Director of TJPA.

Authority

"Authority" means the Transit Joint Powers Authority for Merced County.

Board

"Board" means the governing Board of Directors of TJPA, consisting of representatives from each of the Members as more fully described in Article 7 of this Agreement.

Chair

"Chair" means the Chair of the TJPA Board, as described in Article 7 of this Agreement and the Bylaws.

Director

"Director" means the Member representatives appointed to serve on the governing Board of Directors.

Environmental Laws

"Environmental Laws" means all federal and state statutes and all county, local, and Agency ordinances concerning public health, safety, and the environment including, by way of example and not limitations, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC §9601, et seq.; the Resource Conservation and Recovery Act, 42 USC §6902, et seq.; the Federal Clean Water Act, 33 USC §1251, et seq.; the Toxic Substances Control Act, 15 USC §1601, et seq.; the Occupational Safety and Health Act, 29 USC §651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100, et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5, et seq.; the California Integrated Waste Management Act, California Public Resources Code §40000, et seq., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Fiscal Year

"Fiscal Year" means the period commencing on each July 1 and ending on the following June 30.

Legislation

"Legislation" means any code, ordinance, resolution, or any other forms or enactment of the Agencies or any Member which now exists or which may hereafter be adopted which constitutes law or regulation.

MCAG

"MCAG" means Merced County Association of Governments.

Member

"Member" means any Agency (as defined above) which signs onto this Agreement.

Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, special purpose district, town, city, county, state, or the United States.

Service Area

"Service Area" means all territory covered by the Annual Service Plan and/or Short Range Transit Plan.

Term

"Term" means the period of time specified in Article 4 of this Agreement.

Transit Services

"Transit Services" means transportation services for the general public within the Service Area, including, but not limited to, fixed-route service, both rural and urban, a demand response system, carless commute, and other Transit Services approved by the Board.

Treasurer

"Treasurer" means the Finance Director of TJPA.

RESTATED JOINT POWERS AGREEMENT OF THE
~~MERCED COUNTY ASSOCIATION OF GOVERNMENTS~~TRANSIT JOINT POWERS AUTHORITY FOR MERCED COUNTY [~~MCAG~~TJPA]

Effective Date ~~July 19~~_____, 202~~643~~

This Restated Joint Powers Agreement is entered into by and among those undersigned of the Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, and Merced, all municipal corporations and the County of Merced, a political subdivision of the State of California.

RECITALS

1. Common Power. Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to jointly exercise any power common to them.

2. Common Authority. The City of Merced, by virtue of its charter, and the Cities of Los Banos, Atwater, Livingston, Dos Palos and Gustine, and the County of Merced, by virtue of California Government Code Section 6500 – 6539.9, inclusive, possess in common the authority:

a) To ~~study, discuss, and develop solutions to area-wide problems of direct concern to the performance of their constitutional and statutory functions and to establish an area planning organization and expend public funds for these purposes~~plan, adopt, finance, administer, and operate transit equipment and facilities; ~~and~~

~~a)~~b) To enforce and report Transit Services in the Service Area; and

~~b)~~c) To do all acts necessary to participate in federal programs and receive federal funds for ~~transportation~~the development, operation, and provision of Transit Services within the Service Area, ~~housing, and other community improvement activities,~~ including contracting and cooperating with other agencies.

3. Orderly Development. The people residing within the incorporated and unincorporated areas of Merced County have an interest in the orderly development of

their communities.

4. Independent Agency. The continued growth and extensive development within the incorporated and unincorporated areas of Merced County have evidenced the

need to create a wholly independent regional agency capable of dealing with area-wide issues and problems.

5. ~~Merced County Association of Governments~~Transit Joint Powers Authority for Merced County. On ~~November 28, 1967~~January 24, 1995, as modified by Resolution 2002/03/21/2, the foregoing needs led to the creation and establishment of ~~Merced County Association of Governments~~the Transit Joint Powers Authority for Merced County, (hereinafter referred to as "~~MCAG~~TJPA").

~~6. Transportation Authority. MCAG was designated by the County of Merced as the Local Transportation Authority for Merced County in 1990 and has operated as such from that date to the present.~~

~~7.~~6. Effects. The establishment of ~~MCAG~~ TJPA has:

a) Provided a forum to study and develop solutions to area-wide problems of mutual concern to the Agencies.

b) Provided efficiency and economy in governmental operations through the cooperation of the Agencies and the pooling of common resources.

c) Provided for the establishment of a Joint Powers Authority responsible for ~~identifying, planning, and developing solutions to regional problems requiring multi-jurisdictional cooperation~~planning, adoption, financing, administration, and operation of transit equipment and facilities and for the joint monitoring, enforcement, and reporting of Transit Service activities in the Service Area.

~~d) Provided for the establishment of a Joint Powers Authority capable of developing regional plans and policies and performing area-wide planning duties.~~

~~e)~~d) Facilitated cooperation among and agreement between the Agencies for specific purposes, interrelated developmental actions, and for the adoption of common policies with respect to issues and problems which are common to the Agencies.

~~f) Allowed for imposition of a Regional Transportation Impact Fee with the Authority as the planning, administrative and implementation entity.~~

~~8.~~7. Amendment. The undersigned Agencies and Members desire to amend and

restate the ~~"Cooperative Agreement"/Joint Powers Agreement~~Transit Services Consolidation Agreement dated ~~November 28, 1967~~January 24, 1995, as amended (the "Original Agreement"), in order to establish the duties and powers of the ~~MERCED COUNTY ASSOCIATION OF GOVERNMENTS~~Transit Joint Powers Authority for Merced County. This Restated Joint Powers

Agreement and the terms and conditions set forth herein supersede all prior amendments and restatements of the Original Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

1.1 Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A, which is attached and incorporated by this reference.

ARTICLE 2. PURPOSE

2.1 This Agreement is made pursuant to the Act to provide for the joint exercise of certain powers common to the Members and the additional powers granted under the Act. To the extent currently applicable, those powers and/or functions are set forth in Article 6 below.

ARTICLE 3. CONTINUATION OF AUTHORITY

3.1 Continuation. Upon the effective date of this Agreement, the Parties hereto hereby continue the ~~MERCED COUNTY ASSOCIATION OF GOVERNMENTS~~Transit Joint Powers Authority for Merced County, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute the terms of this Agreement.

3.2 Assets, Rights and Liabilities. The assets, rights, debts, liabilities, and obligations of ~~MCAG~~ TJPA shall be those of ~~MCAG~~ TJPA and shall not constitute assets, rights, debts, liabilities, or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of ~~MCAG~~TJPA, provided that both the Board and that Member approve such contract or assumption. The provisions of Government Code

section 6504, specifically including the right of Members to advance funds and make loans, are made a part of this Agreement.

ARTICLE 4. TERM

4.1 Effective Date. This Agreement shall become effective on ~~July 19, 2023~~ _____.

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4.2 Term. This Agreement shall continue for a period of thirty years from the effective date unless terminated in accordance with Article 10 of this Agreement. The term may only be modified by the unanimous consent of all Members.

ARTICLE 5. BOUNDARIES

5.1 Boundary. ~~MCAG's~~ TJPA's jurisdictional boundary shall not exceed the jurisdictional boundary of the County of Merced, as the County boundary may be expanded or changed during the Term of this Agreement. This provision shall not prevent ~~MCAG~~ TJPA from providing Transit Services or acquiring services or property outside of its boundaries for the benefit of ~~MCAG~~ TJPA Agencies.

ARTICLE 6. FUNCTIONS/POWERS

6.1 Authority Functions. ~~MCAG~~ TJPA will function or continue to ~~function as~~:

a. ~~The Local Transportation Authority as designated by the County of Merced in 1990.~~Plan, direct, oversee, and administer delivery of Transit Services within the Service Area

b. ~~The Metropolitan Planning Organization as designated by the United States Department of Transportation pursuant to Title 23 of United States Code Section 134 and Title 49 of the United States Code §5303(b)(2~~Accept and expend state and federal transit funds~~)~~.

c. ~~The Regional Transportation Planning Agency as designated by the Secretary of Business and Transportation of the State of California pursuant to California Government Code Sections 65080, et seq~~Perform any functions directed by the Board in furtherance of the foregoing or other programs as determined by the Board.

d. ~~The regional transportation planning representative as designated by~~

~~the parties hereto for the purpose of acting upon any appropriate proposals which may be presented to the Board for consideration or which the Board may elect to take up and for transmission of proposed recommendations to federal, state and local agencies, including, but not limited to, the member entities of MCAG~~Involve public officials and citizens as members of committees to advise the Authority on a non-binding basis.

~~e. The designated E.O. 12372 Intergovernmental Review of Federal Programs Clearing House and as such review all applications for federal funds by any participating entity wherein such review is a requirement of the particular federal aid program involved.~~

~~f. The State Census Affiliate Data Center for Merced County.~~

~~g. The Service Authority for Freeway Emergencies (SAFE) as created by the Members in 1996.~~

~~h. The agency to administer, coordinate, plan and implement/effectuate a Regional Transportation Impact Fee Program if adopted by the Agencies.~~

~~i. MCAG shall perform any functions directed by the Board in furtherance of the foregoing or other programs as determined by the Board.~~

6.2 Powers. ~~MCAG~~ TJPA is authorized, but is in no way required, to act in its own name on any or all of the following matters, as each Member could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions and regulations, subject only to such restrictions upon the manner and exercise of such power as are imposed upon the County of Merced in the exercise of similar powers:

a. Make and enter into contracts.

b. Acquire, improve, hold, lease, and dispose of real and personal property of all types.

c. Acquire, repair, rehabilitate, finance, refinance, operate, regulate, and maintain equipment and facilities for the provision of Transit Services.

d. Plan, study, and recommend proper and appropriate Transit Service management practices.

e. Resolve disputes between the public and any entities providing Transit Services or services ancillary thereto.

f. Plan, design, and implement programs that address fare box revenue requirements.

g. Educate the public as to Transit Services and related matters.

h. Accept gifts, donations, advances, and contributions and act as regional lead jurisdiction/applicant and grand administrator for grants, including grants in the name of Members/regional participants.

~~b.~~

~~c.~~i. Accept gifts, donations, advances and contributions and act as regional lead jurisdiction/applicant and grant administrator for grants in the name of Members/regional participants.

~~d.~~j. Hire agents and employees

~~e.~~k. Sue and be sued in its own name.

~~f.~~l. Incur and discharge debts, liabilities and obligations.

~~g.~~m. Issue bonds or notes and incur other forms of indebtedness, and

make associated covenants, for designated purposes, subject to the provisions and limitations of the California Constitution and the Government Code.

~~h.~~n. Adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement.

~~i.~~o. Any additional power granted to Joint Powers Authorities under the Act.

~~j.~~p. All powers necessary to the exercise of the enumerated powers.

ARTICLE 7. ORGANIZATION

7.1 Governing Board.

~~MCAG~~ TJPA shall be governed by a Governing Board (hereinafter "Board"), which shall exercise or oversee the exercise of all powers and authority on its behalf. The Board shall meet in accordance with the ~~MCAG~~ TJPA bylaws. Under this Agreement, the Board is expressly charged with carrying out the foregoing provisions through its actions, through contracts, or through staff hired by ~~MCAG~~TJPA.

7.2 Directors.

(a) The Board shall consist of each of the five Merced County Supervisors and one elected legislative official from each of the other Members. No Person shall be eligible for appointment to the Board unless he or she is serving in an elective position. Each of the city Members may appoint one elective Person as an alternate to serve in the absence of an appointed director. Directors and alternate directors who have been duly appointed and are serving at the time of the adoption of this Agreement may continue to serve in that capacity without any further action of the Member.

(b) Each Director, so long as a public official, shall hold office from the first meeting of the Board after appointment by the Member until his or her successor is selected by such Member.

(c) This Section 7.2 may only be modified by the unanimous consent of the Members.

7.3 Principal Place of Business. The principal place of business of ~~MCAG~~ TJPA shall be located within the Boundary of ~~MCAG~~TJPA.

7.4 Officers.

(a) The Board shall select a Chair and a Vice Chair from among the Directors who shall hold office for a period of one year commencing July 1st. The Chair and Vice Chair shall alternate between a Member of the Merced County Board of Supervisors and a city Member representative. The positions shall rotate and there shall be no consecutive terms. These specifications are met with the adherence to the Chair Rotation Schedule adopted by the ~~MCAG~~ Merced County Association of Governments (MCAG) Board of Directors on June 15, 2017. The Rotation Schedule may be amended at the discretion of the Board from time to time but shall generally not result in consecutive terms or break the alternation between the County Board of Supervisors Members and the city Member.

(b) Executive Director. The Board shall utilize an Executive Director who shall be the chief executive officer of TJPA. In lieu of special appointment, the Executive Director shall be the Executive Director of ~~MCAG.~~MCAG.

(c) Deputy Executive Director. The Executive Director may appoint a Deputy Executive Director ~~who shall be a full-time employee of MCAG and~~ who shall serve as Executive Director in the absence of the Executive Director. In lieu of special appointment, the Deputy Executive Director shall be the Deputy Executive Director of MCAG.

(d) Finance Director. The Executive Director shall appoint a Finance Director ~~who shall be a full-time employee of MCAG and~~ who shall function under the guidance of the Executive Director. In lieu of special appointment, the Deputy Executive Director shall be the Deputy Executive Director of MCAG.

(e) Secretary. The Board shall utilize the services of a Secretary ~~who shall be an employee of MCAG~~. In lieu of special appointment, the Secretary shall be the Secretary of MCAG.

(f) General Counsel. ~~MCAG~~ TJPA shall contract with an attorney licensed to practice in the State of California who shall serve as General Counsel to ~~MCAG~~TJPA.

7.5 Designation of Law. As required by section 6509 of the Act, and in the absence of conflicting procedural rules, ordinances and resolutions adopted by the Board,

the procedural rules, ordinances and resolutions of the County of Merced are the governing law for ~~MCAG~~TJPA.

ARTICLE 8. FINANCIAL MATTERS

8.1 Financial Matters.

(a) Budget. ~~MCAG~~ TJPA shall prepare and submit to the Board a budget and work plan for adoption prior to July 1 of each year for the ensuing Fiscal Year.

(b) Treasurer. The Finance Director of ~~MCAG~~ TJPA shall be the Treasurer pursuant to Government Code section 6505.6.

(c) Auditor. The Finance Director of ~~MCAG~~ TJPA shall be the Auditor pursuant to Government Code section 6505.6.

(d) Duties of Treasurer and Auditor. The Treasurer and/or Auditor, as appropriate, shall do all of the following:

(1) Receive and receipt for all money of ~~MCAG~~ TJPA and place it in the treasury of the Treasurer so designated to the credit of ~~MCAG~~TJPA.

(2) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all ~~MCAG~~ TJPA money so held by him or her.

(3) Pay, when due, all sums payable with respect to outstanding indebtedness of ~~MCAG~~TJPA.

(4) Pay any other sums due from ~~MCAG~~ TJPA only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement.

(5) Make or contract to make an annual audit of the accounts and records of ~~MCAG~~TJPA. The minimum standards of the audit shall be those prescribed for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing practices. A report of the audit shall be filed as public record with each of the Agencies within 12 months of the end of the Fiscal Year under

examination. Any costs in making an audit in accordance with this Agreement shall be

borne by ~~MCAG~~ TJPA and shall be a charge against any unencumbered funds of ~~MCAG~~ TJPA available for the purpose.

(6) Draw warrants to pay demands against ~~MCAG~~ TJPA when the demands have been approved by any Person authorized to so approve in this Agreement.

(7) File an official bond or proof of insurance in an agreed amount pursuant to section 6505.1 of the Act.

(8) Perform any and all other functions necessary to effectuate this Agreement.

(e) Investment Policy. The investment policy of ~~MCAG~~ TJPA shall be the investment policy adopted by the Board.

(f) Revenue Bonds. ~~MCAG~~ TJPA may issue revenue bonds, but the revenue bonds shall not constitute a debt, liability, or obligation of an individual Member.

(g) Insurance/Indemnification.

~~MCAG~~ TJPA shall maintain general liability insurance relating to its enumerated functions and shall indemnify, protect, defend and hold harmless all of the Members and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the ~~MCAG's~~ TJPA's acts and/or omissions arising from and/or relating to this Agreement or any act and/or omission performed by a Member on behalf of ~~MCAG~~ TJPA or at the request of ~~MCAG~~TJPA. This indemnity shall include Environmental Laws as herein defined.

ARTICLE 9. WITHDRAWAL FROM ~~MCAG~~TJPA

9.1 Withdrawal Conditions. A Member may not withdraw from ~~MCAG~~ TJPA unless and until that Member:

(a) Liquidates in full its proportion of any and all existing debts, obligations

and liabilities incurred, earned, or expected to be earned by the date of withdrawal,

including, but not limited to, certificates of participation, notes, revenue bonds and other indebtedness, if any, as determined by the Board. The liabilities of a withdrawing Member shall specifically include those resulting from acts or omissions when the withdrawing Member was a participating Member of ~~MCAG~~TJPA.

(b) Has provided written notice of intent to withdraw, via a resolution of the governing body of the Member, at least one (1) year prior to the end of the Fiscal Year in which it intends to withdraw. Withdrawal shall be effective at the end of the fiscal year.

(c) This Section 9.1 may only be modified by the unanimous consent of the Members.

9.2 Costs of Withdrawal. A withdrawing Member shall be responsible for all costs associated with its withdrawal from ~~MCAG~~TJPA. Such costs may include, but may not be limited to, ~~MCAG~~ TJPA staff time associated with ensuring the proper and complete withdrawal of the Member and costs of continuing contracts attributable to that Member. In determining the costs associated with the withdrawal of a Member, the withdrawing Member shall have the option of allowing ~~MCAG~~ TJPA to determine such costs or of hiring, at its own cost, an independent auditor approved by the Board to determine the costs associated with its withdrawal.

ARTICLE 10. TERMINATION

10.1 Termination Requirements. This Agreement may only be terminated by consent of all Members, and upon full and complete liquidation of all liabilities, including, but not limited to, certificates of participation, notes, revenue bonds and other indebtedness, if any, and the winding up of all ~~MCAG~~ TJPA business. Upon the date of termination ("Termination Date"), payment of any and all obligations and division of any and all assets of ~~MCAG~~ TJPA shall be conducted subject to the then applicable requirements of the law (currently Section 6511, et seq., of the Act) as follows:

(a) In the event of termination of ~~MCAG~~ TJPA where there is a successor public entity that will conduct all of the activities and assume all of its obligations, any and all MCAG assets and liabilities remaining upon termination shall be transferred to the

successor public agency.

(b) If there is no successor public agency that would conduct ~~MCAG's~~ TJPA's activities, all assets and liabilities, including surplus money, shall be apportioned to each Member in proportion to population.

(c) If there is a successor public agency that would conduct some of ~~MCAG's~~ TJPA's activities, then the Board shall allocate ~~MCAG~~ TJPA assets and liabilities, including surplus money, between the successor public agency and the Members. In such case the Member's portion of the allocation shall be based on subparagraph (b) above.

(d) By unanimous agreement of the Members, assets and liabilities may be disposed of, divided or distributed on a basis different from that established in this Article 10.

ARTICLE 11. BYLAWS

11.1 Bylaws. Bylaws may be adopted by the Board pursuant to which meetings of the Board shall be called. The Bylaws shall contain appropriate provisions for the transaction of business and describe the duties and powers of the Chair and Vice Chair and such other officers as may be appointed. To the extent the Bylaws conflict with this Agreement, the terms of this Agreement shall control. The Bylaws may be amended from time to time by majority vote of the Board after notice in accordance with the Bylaws.

ARTICLE 12. AMENDMENTS

12.1 With the exception of Article 10, Article 9, Section 7.2 and Section 4.2, this Agreement may be amended at any time by agreement of five Members, one of which must be the County of Merced. The County of Merced's agreement shall be evidenced by a resolution of the County Board of Supervisors. Agreement of a city Member shall be evidenced by a resolution of their respective City Council. However, no amendment may reduce the representation rights of a Member, or add to the duties or obligations of a Member without the agreement of such Member.

ARTICLE 13. MISCELLANEOUS

13.1 Filing with the Secretary of State. All notices required by Government Code Sections 6503.5 and 53051 shall be filed by ~~MCAG~~ TJPA with the California Secretary of State.

13.2 Immunity. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which would apply to the activity of officers, agents, or employees of any such Member, when performing their respective functions within the territorial limits of the respective Members, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under this agreement outside the territorial limits of their Agencies.

13.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each Member. Notwithstanding the foregoing, no Member may assign any right or obligation hereunder without the written consent of all other Members.

13.3 Severability. If any provision of this Agreement or its application to any Person or circumstances is held invalid or illegal by a final judgment of a court of law in the State of California, the remainder of this Agreement and the application of the provision to other Persons or circumstances shall not be affected.

13.4 Headings. All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

13.5 Conflict of Interest Code. ~~MCAG~~ TJPA has adopted a conflict of interest code.

13.6 Disputes. Prior to filing a lawsuit, the parties shall attempt to resolve, in good faith, any and all disputes, claims or controversies arising out of or relating to this Agreement, including decisions and official actions of the Board, by participating in mediation, conducted by a mediator selected by the parties to the dispute. This provision may be invoked by any Member with written notice ("Notice of Mediation") to ~~MCAG~~TJPA, or to the other Agency to the dispute, accompanied by a resolution of the invoking

Agency's council or board invoking this provision. ~~MCAG~~ TJPA may also invoke this provision through a majority vote of the ~~MCAG~~ TJPA Board.

Once Mediation Notice is received by an Agency, the parties to the dispute, or their respective representative, shall select a mediator with appropriate expertise and experience with dispute resolution. If the parties are not able to stipulate to a mediator, then, within 10 business days of receiving the Mediation Notice, the parties shall simultaneously exchange a list of three mediators. Each party shall propose their list of mediators independently and without sharing their list with any other party. Within five business days of the exchange, the parties shall, independently and without comparing, rank all of the mediators exchanged in numerical order and exchange such rankings. The highest-ranking person shall be designated as the mediator. In the event of a tie, the earliest available person shall be designated as the mediator. If such mediator is not available to serve, or is otherwise conflicted, the parties shall proceed to contact the mediator who was next highest in ranking until they are able to select a mediator. The parties shall have 30 days from receipt of the Notice of Mediation to select a mediator.

The selected mediator, in consultation with the parties, shall establish the time and place of mediation, rules regarding the prompt exchange of information, and the exchange and preparation of written summaries (if necessary). The parties shall attempt in good faith to complete mediation of the dispute within 120 days of selection. The parties may, by unanimous agreement, establish a different timeframe for mediation. Such alternative timeframe must be in writing and agreed to within 90 days from receipt of the Mediation Notice. Such agreement may be executed by the parties' representatives. The parties agree to attend a minimum of two full-day mediation sessions if the matter cannot be resolved sooner. During the course of the mediation, no party can assert the failure to fully comply with the timelines established herein as a reason not to proceed or to delay the mediation.

The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until 15 days after conclusion of mediation. Conclusion of the mediation shall occur at the earliest of 1) execution of a settlement

agreement by all parties to the mediation, 2) declaration of the mediator that mediation is terminated, or 3) at the expiration of 120 days from the selection of the mediator (or alternative agreed upon timeframe for mediation) and the parties have attended two full-day mediation sessions. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

The mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

13.7 Execution in Counterparts. This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which shall collectively constitute one agreement.

13.8 Authority to Bind. Each person signing below represents and warrants that he or she is authorized, by resolution or similar action, of their respective city council or board of supervisors to bind the Agency on whose behalf he or she executes this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown in the respective signature blocks.

MERCED COUNTY BOARD OF SUPERVISORS

By:_____ Dated: _____
Chairman

ATTEST:

By:_____
Clerk of County Board of Supervisors

Approved as to Legal Form:

By:_____
County Counsel

CITY OF ATWATER

By:_____Dated:_____
Mayor

ATTEST:

By:_____
City Clerk

Approved as to Legal Form:

By:_____
City Attorney

CITY OF DOS PALOS

By:_____Dated:_____
Mayor

ATTEST:

By:_____
City Clerk

Approved as to Legal Form:

By:_____
City Attorney

CITY OF GUSTINE

By:_____Dated:_____
Mayor

ATTEST:

By:_____
City Clerk

Approved as to Legal Form:

By:_____
City Attorney

CITY OF LIVINGSTON

By:_____Dated:_____
Mayor

ATTEST:

By:_____
City Clerk

Approved as to Legal Form:

By:_____
City Attorney

CITY OF LOS BANOS

By:_____Dated:_____
Mayor

ATTEST:

By:_____
City Clerk

Approved as to Legal Form:

By:_____
City Attorney

CITY OF MERCED

By:_____Dated:_____
Mayor

ATTEST:

By:_____
City Clerk

Approved as to Legal Form:

By:_____
City Attorney

EXHIBIT A

DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified below.

Act

"Act" means the California Joint Exercise of Powers Law (California Government Code Section 6500 et seq.)

Agency/Agencies

"Agency/Agencies" means the County of Merced, City of Atwater, City of Dos Palos, City of Gustine, City of Livingston, City of Los Banos, and City of Merced.

Agreement

"Agreement" means this Restated Joint Exercise of Powers Agreement, as it may be amended from time to time.

Auditor

"Auditor" means the Finance Director of ~~MCAG~~TJPA.

Authority

"Authority" means the Transit Joint Powers Authority for Merced County.

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Board

"Board" means the governing Board of Directors of ~~MCAG~~TJPA, consisting of representatives from each of the Members as more fully described in Article 7 of this Agreement.

Chair

"Chair" means the Chair of the ~~MCAG~~ TJPA Board, as described in Article 7 of this Agreement and the Bylaws.

Director

"Director" means the Member representatives appointed to serve on the governing Board of Directors.

Environmental Laws

"Environmental Laws" means all federal and state statutes and all county, local, and Agency ordinances concerning public health, safety, and the environment including, by way of example and not limitations, the Comprehensive Environmental

Response, Compensation, and Liability Act of 1980, 42 USC §9601, et seq.; the Resource Conservation and Recovery Act, 42 USC §6902, et seq.; the Federal Clean Water Act, 33 USC §1251, et seq.; the Toxic Substances Control Act, 15 USC §1601, et seq.; the Occupational Safety and Health Act, 29 USC §651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100, et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5, et seq.; the California Integrated Waste Management Act, California Public Resources Code §40000, et seq., as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Fiscal Year

"Fiscal Year" means the period commencing on each July 1 and ending on the following June 30.

Legislation

"Legislation" means any code, ordinance, resolution, or any other forms or enactment of the Agencies or any Member which now exists or which may hereafter be adopted which constitutes law or regulation.

MCAG

"MCAG" means Merced County Association of Governments. ~~or "Authority".~~

Member

"Member" means any Agency (as defined above) which signs onto this Agreement.

Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, special purpose district, town, city, county, state, or the United States.

Service Area

"Service Area" means all territory covered by the Annual Service Plan and/or Short Range Transit Plan.

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Term

"Term" means the period of time specified in Article 4 of this Agreement.

Transit Services

"Transit Services" means transportation services for the general public within the Service Area, including, but not limited to, fixed-route service, both rural and urban, a demand response system, carless commute, and other Transit Services approved by the Board.

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Treasurer

"Treasurer" means the Finance Director of ~~MCAG~~TJPA.

PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha
Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Jim Vang, Civil Engineering Assistant
SUBJECT: **Approving Amendment No.3 to Task Order No.1 between City of Atwater and CCME, Inc. for the Race Communication Fiber Installation Project** (City Manager Hoem)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3601-26 approving Amendment No.3 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.3 on behalf of the City.

I. BACKGROUND/ANALYSIS:

Race Communications pays the City for all costs associated with CCME's professional services detailed below.

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.

On December 08,2025, the City and CCME executed Amendment No.2 increasing the

construction services budget by $100,000.00 for a total not to exceed $367,468.27.

Amendment No.3 is increasing the construction services budget by $100,000 for a total compensation not to exceed $467,468.27, to cover the remaining portion during construction and post construction services. Race Communication is in construction and anticipated to be completed at the end of this month.

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.3 with CCME Inc.
Submitted and Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution 3601-26 Amendment No.3 to Task Order No.1 with CCME
2. Amendment 3 to Task Order No.1 CCME

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AMENDMENT NO. 3 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.;

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.;

WHEREAS, on December 8, 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.;

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.3 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 13th day of April 2026.

AYES:
NOES:
ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

AMENDMENT NO. 3
TO TASK ORDER NO. 1
BETWEEN
CITY OF ATWATER
AND
CCME, INC.

This Third Amendment to Task Order No. 1 ("Amendment No. 3") is made and entered into as of this ___day of _____, 2026, 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 Third 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 Third Amendment not defined in this Third 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 $467,468.27.

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 Third Amendment, whenever the term "Agreement" appears in the Existing Agreement, it shall mean the Existing Agreement as amended by this Third 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 Third Amendment.

5. Severability. If any portion of this Third 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	**CCME, INC.**
Approved By:	*Approved By:*
_____	_____
_____	_____
Date	Date

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PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha
Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Jonnie Hanson Lan, Community Development Director
PREPARED BY: Jim Vang, Civil Engineering Assistant
SUBJECT: **Approving Budget Amendment and Awarding Professional Service Agreement to Black Water Consulting Engineers for Engineering Design for the Green Sands Utilities Extension/Canal Creek Crossing** (Community Development Director Hanson Lan)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No.3602-26 approving Budget Amendment No.11 amending Fiscal Year 2025-26 Budget regarding Green Sands Utilities Extension/Canal Creek Crossing Project; and adopt Resolution No.3603-26 awarding a Professional Service Agreement, in a form approved by the City Attorney, to Black Water Consulting Engineers of Modesto, CA in an amount not to exceed $499,968.00 for Engineering Design for the Green Sands Avenue Utilities Extension/Canal Creek Crossing; and authorize and direct the City Manager, or his designee, to execute the contract on behalf of the City

I. BACKGROUND/ANALYSIS:

In March 2021, the 117th Congress voted to allow members of the House Appropriations Committee to request dedicated spending projects. This reinstated the process of earmarking for local government and nonprofits after a decade long ban, allowing for the return of congressionally directed spending through a reformed process called Community Project Funding (CPF). The CPF is defined as congressionally direct spending, tax benefit or tariff benefit that would benefit a congressional district. This funding is specified to a direct recipient. For Fiscal Year 2023, Congressman Jim Costa solicited applications from all jurisdictions within the 16th Congressional District. The intent was to fund projects that would have an immediate community impact. The application process was highly competitive and only 15 applications could be approved.

The City applied and has been awarded funding in the amount of $3,000,000. The Environmental Protection Agency's (EPA's) Community Grants program is overseeing the funding. The City also applied and was granted a waiver to the cost sharing requirement to provide non-federal funds in the amount of twenty percent. The funding

is intended for extending the water and sewer main, as well as a sewer lift station, on Green Sands Avenue, from Buhach Road to Gurr Road. The infrastructure will serve the existing and future development surrounding Phase 1 of the Atwater-Merced Expressway.

Project is scheduled to have final design for bid by October 2026. Construction is planned to start April 2027, with construction projected to conclude at the end of September.

Staff began advertising the RFP for Engineering Design services on January 15, 2026. Four proposals were received on February 19, 2026. A selection review committee evaluated and scored each proposal to determine the rankings. After review and careful consideration of the election criteria identified in the RFP, the committee identified Black Water Consulting Engineers as the top-ranked firm and began cost negotiation. Cost was negotiated from $788,765.00 to $499,968.00. Staff is recommending that the Council award the professional service agreement to Black Water Consulting Engineers.

II. FISCAL IMPACTS:

This phase of work is funded by the Environmental Protection Agency's (EPA's) Community Grant.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

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

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been coordinated with the 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:

The City is under contract with Provost & Pritchard for the NEPA evaluation. This is anticipated to be completed prior to final design.

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, City Council will direct the City Manager or his designee to execute the professional services agreement with Black Water Consulting Engineers.

Submitted by:



Jonnie Hanson Lan, Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. Resolution Budget Amendment - Green Sands
2. Resolution XXXX-26 PSA with Black Water
3. PSA with Black Water

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING BUDGET AMENDMENT NO. X AMENDING 2025-2026 FISCAL YEAR BUDGET REGARDING GREEN SANDS UTLITIES EXTENSION/CANAL CREEK CROSSING PROJECT

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3538-25 adopting the 2025-2026 Fiscal Year Budget on June 09,2025; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve Budget Amendment No. X to the 2025-2026 Fiscal Year Budget as follows:

SECTION 1: Increase and establish estimate related revenue in the Water Enterprise Fund and Wastewater Enterprise Fund as follows:

Increase Budget (Increase)	6010-1080-W006	Canal Creek Utility Crossing	$100,000.00
Increase Budget (Increase)	6001-1080-W006	Canal Creek Utility Crossing	$100,000.00
Establish Budget (Revenue)	6001-0000-XXXX	Canal Creek Utility Crossing	$249,984.00
Establish Budget (Revenue)	6010-0000-XXXX	Canal Creek Utility Crossing	$249,984.00

.

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

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

The foregoing resolution is hereby adopted this 13th day of April 2026.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MICHEAL G. NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A PROFRESSIONAL SERVICES AGREEMENT FOR THE ENGINEERING DESIGN FOR THE GREEN SANDS UTILITIES EXTENSION/CANAL CREEK CROSSING

WHEREAS, the City applied and was awarded through the Environmental Protection Agency's (EPA's) Community Grant for the design and construction of extending a water and sewer main, as well as a sewer lift station, on Green Sands Ave, from Buhach Road to Gurr Road;

WHEREAS, the City applied and was granted a waiver to the cost sharing requirement to provide non-federal funds in the amount of twenty percent;

WHEREAS, the Request for Proposal for design was released on January 15, 2026;

WHEREAS, four proposals were received on February 19, 2026;

WHEREAS, a selection review committee evaluated and scored each proposals to determine the rankings;

WHEREAS, the committee identified Black Water Consulting Engineers as the top-rank firm and began cost negotiation;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve a Professional Service Agreement, in a form approved by the City Attorney, to Black Water Consulting Engineers of Modesto, CA in an amount not to exceed $499,968.00 for Engineering Design for the Green Sands Utilities Extension/Canal Creek Crossing and does hereby authorize and direct the City Manager to execute the Agreement on behalf of the City.

The foregoing resolution is hereby adopted this 13th day of April 2026.

AYES:

NOES:
ABSENT:

APPROVED:

_____
MIKE NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

CITY OF ATWATER
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of April 13, 2026 by and between the City of Atwater, a public agency organized and operating under the laws of the State of California ("City"), and Black Water Consulting Engineers, a Corporation with its principal place of business at 602 Lyell Drive, Modesto, CA 95356 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Engineering Design for the Green Sands Avenue Utilities Extension/Canal Creek Crossing (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $499,968.00. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

   Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

   Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

   a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

   b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

   a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

   b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

   c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

   a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

   b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by

the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

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

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted

(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

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

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

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

f. Evidence Required

i. Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

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

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

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

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

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

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations

otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

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

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

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

j. Subconsultant Insurance Requirements

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

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident

prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

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

16. Laws and Venue.

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

17. Termination or Abandonment

    a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

    b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18. Ownership of Documents and Confidential Information.

    a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

    b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

19. Organization

Consultant shall assign Aja Verburg, P.E. as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

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

choem@atwater.org

CONSULTANT:

Black Water Consulting Engineers
602 Lyell Drive
Modesto, CA 95356
Attn: Aja Verburg

aja@blackwater-eng.com

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent

upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF ATWATER AND BLACK WATER CONSULTING ENGINEERS

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

CITY OF ATWATER

By: _____
Christopher Hoem, City Manager

Date: _____

CONSULTANT

By: _____
Aja Verburg, Vice Presisdent

Date: _____

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

EXHIBIT A

Scope of Services

SCOPE OF WORK

Black Water will provide professional engineering services to prepare complete, bid-ready Plans, Specifications, and Engineer's Cost Estimate (PS&E) for the Green Sands Avenue Utilities Extension / Canal Creek Crossing Project in accordance with the RFP and Addendum No. 1. The Project includes approximately 4,200 linear feet of gravity sewer, 1,000 linear feet of sewer force main, a new sanitary sewer lift station east of Canal Creek, approximately one mile of 12-inch water main, and a coordinated Canal Creek crossing. Improvements will be designed to Caltrans standards as supplemented by the City of Atwater Improvement Standards.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

Black Water will provide active project management from Notice to Proceed through final PS&E and construction support. The Project Manager will maintain responsibility for schedule control, budget tracking under the T&M NTE structure, and coordination of subconsultants. A schedule will be developed at project initiation and updated throughout design.

Meetings include kickoff, 2 site visits, biweekly progress meetings, and formal 30%, 60%, 90%, and 100% design reviews. Agendas and minutes will document decisions and action items.

Agency coordination will begin immediately due to the Canal Creek crossing and Caltrans interface. Black Water will coordinate with the City, Merced Irrigation District, Caltrans (if applicable), MCAG, and utility providers to confirm jurisdiction and permitting requirements. Conditions and constraints will be incorporated into the design to avoid late-stage revisions.

A structured QA/QC process will be implemented at each milestone, including independent technical review, constructability review, and cost estimate validation. Final PS&E will be reviewed for conformance with geotechnical recommendations.

Deliverables: Meeting Agendas and Minutes, Monthly Progress Invoices

TASK 2 – RIGHT-OF-WAY AND TOPOGRAPHIC SURVEY

NorthStar will perform right-of-way, boundary, and design-level topographic surveying necessary to support preparation of the PS&E documents for the utility corridor, lift station site, and Canal Creek crossing. Services will include research of record documents, establishment of project control, boundary retracement to delineate existing rights-of-way, and preparation of a design survey documenting existing surface improvements and visible utilities within the project limits. Survey data will be processed into a Digital Terrain Model and AutoCAD base map suitable for engineering design. Monument preservation services will be performed as required.

TASK 3 – GEOTECHNICAL ENGINEERING

Crawford will perform subsurface exploration, laboratory testing, engineering analysis, and reporting to support design of the proposed gravity sewer, force main, water main, lift station, and Canal Creek crossing. The investigation will evaluate subsurface conditions, groundwater, soil strength, pavement structural characteristics, seismic parameters, and corrosivity as necessary for design. Engineering recommendations will address trenching, backfill, pavement sections, foundation support, trenchless crossing considerations, and other geotechnical design parameters.

Deliverables: Draft and Final Geotechnical Engineering Report

TASK 4 – UTILITY LOCATING / POTHOLE INVESTIGATION

Utility research and coordination will proceed in parallel with survey. Record drawings will be reviewed and field verification performed at forty (40) pothole locations. Verified utility data will be incorporated into profiles to minimize redesign and construction risk. A utility conflict matrix will document findings and resolution strategies.

Deliverables: Potholing Summary

TASK 5 – PS&E DESIGN DEVELOPMENT

Black Water will prepare complete PS&E documents structured around progressive milestone development.

Basis of Design Report (BOD): BOD will define design criteria, hydraulic modeling assumptions, sewer and lift station sizing, force main parameters, Canal Creek crossing alternatives, and applicable standards. City approval will establish the framework for final design.

30% Preliminary PS&E: Preliminary alignments, profiles, lift station layout, and crossing strategy will be developed. Major constraints and utility conflicts will be identified with a preliminary cost estimate.

60% PS&E: Plan and profile sheets, structural and mechanical lift station layouts, electrical service concepts, draft specifications, and an updated cost estimate will be provided.

90% PS&E: Complete bid-ready plans, technical specifications, and engineer's estimate will be submitted for final review.

100% PS&E and Final Deliverables: Signed and sealed plans, final special provisions, final estimate, and electronic files suitable for bidding will be delivered.

Deliverables: Draft and Final Basis of Design Report (PDF), 30%, 60%, 90%, and 100% PS&E Submittals (PDF; AutoCAD native file format, where required), Signed and Sealed Final Plans (PDF).

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

BLACK WATER
CONSULTING ENGINEERS

City of Atwater

Engineering Design for the
Green Sands Avenue Utilities Extension/Canal Creek Crossing

10-Mar-26

Fee Proposal
Level of Effort

		BLACK WATER													*Subs*					*Totals*	
	Billing Rates $/hr	**302**	**302**	**275**	**239**	**239**	**193**	**181**	**178**	**181**	**155**	**155**									
TASK	**Task Activity**	**Principal**	**Director of Engineering**	**Project Manager**	**Asst. Project Manager**	**Associate Engineer**	**Assistant Engineer**	**Engineer Technician**	**Design/ Drafting**	**Project Coordinator**	**Admin QA/QC**	**Admin II**	**Black Water Total Hours**	**Black Water Fee**	**Topo Survey**	**Utility Locating / Potholing**	**Geotech**	**Electrical**	**Structural**	**Subconsultants Total Fee**	**Total Fee[3]**
1	**Project Management and Administration**																				
1.1	Project Management and Administration		4	40	16						2	31	93	$21,147						$0	$21,147
1.2	Meetings	1	16	42	42					8	8		117	$29,410						$0	$29,410
1.3	Agency Coordination and Permitting	1	8	16	8	2	2			4	4		45	$11,238						$0	$11,238
1.4	Quality Assurance/Quality Control	4	2							2	8		16	$3,414						$0	$3,414
	Task 1 Total	*6*	*30*	*98*	*66*	*2*	*2*	*0*	*0*	*14*	*22*	*31*	*271*	*$65,209*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$65,209*
2	**Right-of-Way and Topographic Surveys**																				
2.1	Right-of-Way/Topo Surveys		2	8	6			4		4	2	2	28	$6,306	$53,780					$53,780	$65,464
	Task 2 Total	*0*	*2*	*8*	*6*	*0*	*0*	*4*	*0*	*4*	*2*	*2*	*28*	*$6,306*	*$53,780*	*$0*	*$0*	*$0*	*$0*	*$53,780*	*$65,464*
3	**Geotechnical Engineering**																				
3.1	Geotechnical Engineering		2	4			2						8	$2,090			$45,829			$45,829	$52,502
	Task 3 Total	*0*	*2*	*4*	*0*	*0*	*2*	*0*	*0*	*0*	*0*	*0*	*8*	*$2,090*	*$0*	*$0*	*$45,829*	*$0*	*$0*	*$45,829*	*$52,502*
4	**Utility Locating / Potholing**																				
4.1	Utility Research and Coordination	2		8	4	6	2	2			4	3	31	$7,027						$0	$7,027
4.2	Field Utility Locates and Potholing (Critical Locations)	2		8	6	2	2	2	4		4	3	33	$7,261		$28,000				$28,000	$38,061
4.3	Utility Conflict Mapping										2	4	6	$930						$0	$930
	Task 4 Total	*4*	*0*	*16*	*10*	*8*	*4*	*4*	*4*	*0*	*10*	*10*	*70*	*$15,218*	*$0*	*$28,000*	*$0*	*$0*	*$0*	*$28,000*	*$46,018*
5	**PS&E Design Development**																				
5.1	Basis of Design Report	2	16	40	50	8	6	6	120		8	6	262	$56,072						$0	$56,072
5.2	30% PS&E (Preliminary Alignment and Layout)	2	9	40	32	8	6	6	120		6	4	233	$49,036						$0	$49,036
5.3	60% PS&E	4	12	32	8	8	6	4	110		8	5	197	$40,933				$2,880	$6,000	$8,880	$50,701
5.4	90% PS&E	2	16	24	32	22	6	6	96		6	4	214	$45,824				$1,200	$3,600	$4,800	$51,104
5.5	100% PS&E	3	8	22	24	16	4	6	80		8	4	175	$36,890				$720	$2,400	$3,120	$40,322
5.6	Final Deliverables and Bid-Ready PS&E	2	8	12	16	12	4	6	40		6	4	110	$23,540						$0	$23,540
	Task 5 Total	*15*	*69*	*170*	*162*	*74*	*32*	*34*	*566*	*0*	*42*	*27*	*1191*	*$252,295*	*$0*	*$0*	*$0*	*$4,800*	*$12,000*	*$16,800*	*$270,775*
	TOTALS	**25**	**103**	**296**	**244**	**84**	**40**	**42**	**570**	**18**	**76**	**70**	**1,568**	**$341,118**	**$53,780**	**$28,000**	**$45,829**	**$4,800**	**$12,000**	**$144,409**	**$499,968**
																			TOTAL FEE	**$499,968**

Notes:
1. All scope items and associated fees are based on the best approximation we can make given the current level of information we have.
2. Black Water will discuss and/or negotiate with the Client any scope or fee item shown on this Proposal.
3. Subconsultant work is charged at cost plus 10 percent.

Aja Verburg, Vice President — 3/10/2026
Authorized Signature — Printed Name and Title — Date

3/10/2026

EXHIBIT C

Activity Schedule

TASK	Task Activity	Duration	Months				Months (32 Months)			
			1	2	3	4	5	6	→	36
1	**Project Management and Administration**	**120**								
1.1	Project Management and Administration	120								
1.2	Meetings	120								
1.3	Agency Coordination and Permitting	120								
2	**Right-of-Way and Topographic Surveys**	**45**								
2.1	Right-of-Way Surveys	30								
2.2	Topographic Surveys	30								
3	**Geotechnical Engineering**	**30**								
3.1	Geotechnical Engineering	30								
4	**Utility Locating / Potholing**	**30**								
4.1	Utility Research and Coordination	7								
4.2	Field Utility Locates and Potholing	7								
4.3	Utility Conflict Mapping	16								
5	**PS&E Design Development**	**120**								
5.1	Basis of Design Report	30								
5.2	Preliminary Alignment and Layout	30								
5.3	60% PS&E	15								
5.4	90% PS&E	25								
5.5	100% PS&E	15								
5.6	Final Deliverables and Bid-Ready PS&E	5								

BOARD OF DIRECTORS
AGENDA REPORT

BOARD OF DIRECTORS

Mike Nelson, Chair
Danny Ambriz — John Cale
Kalisa Rochester — Brian Raymond

MEETING DATE: April 13, 2026
TO: Chair and Board of Directors of the Atwater Housing Successor
FROM: Christopher Hoem, City Manager
PREPARED BY: Julia Coronado, Project Accountant
SUBJECT: **Approving and Authorizing to Receive and File the Housing Successor Agency Annual Report ("SB 341") for Fiscal Year 2024-25** (City Manager Hoem and Community Development Director Hanson Lan)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. HSA 2026-1 Approving and authorizing to receive and file the Housing Successor Agency Annual Report for FY 2024-25.

I. BACKGROUND/ANALYSIS:

1. BACKGROUND:

Pursuant to the dissolution of redevelopment agencies, including the Atwater Redevelopment Agency ("Redevelopment Agency"), per Assembly Bill ("AB")x1 26 and subsequent legislation, AB 1484 and Senate Bill ("SB") 107 (altogether, "Dissolution Act"), the City of Atwater ("City") elected to serve as Housing Successor Agency to the former Redevelopment Agency ("Housing Successor Agency") during the wind-down of the Redevelopment Agency's activities.

The Housing Successor Agency is required to manage the affordable housing assets of the former Redevelopment Agency and to submit annual reports detailing assets owned, funds expended, and compliance with certain provisions of the Dissolution Act relating to affordable housing. The complexities and requirements of the Dissolution Act and the limited budget of the City make it difficult for the City to manage the duties and responsibilities of the Housing Successor Agency single-handedly.

2. ANALYSIS:

SB 341 and AB 1793 created new annual reporting requirements in 2014 and 2015 for successor housing agencies. The City must prepare an annual report that details compliance with expenditure limitations, describes property disposition efforts, provides an inventory of homeownership units, and other items.

RSG has prepared the Report for FY 2024-25. The Report integrated financial data provided by City staff, including data about the balance, deposits, and expenditures pertaining to the Low and Moderate Income Housing Asset Fund ("LMIHAF"). The Report also included information about assets reported on the City's Housing Assets Transfer form. Assets transferred to the Housing Successor Agency include real property, affordability covenants, loans and grants, and rents.

II. FISCAL IMPACTS:

No fiscal impact.

This item has been reviewed by the Finance Department

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

This item is consistent with goal number three (3) of the City of Atwater's 2026-2030 Strategic Plan: Promote transparency through Communication.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

This item does not constitute a project and is exempt under the provisions of the California Environmental Quality Act.

IX. STEPS FOLLOWING APPROVAL:

Following approval of this item, staff will submit the report accordingly.
Submitted by:



Jonnie Hanson Lan, Community Development DirectorSubmitted and Approved by:



Chris Hoem, City Manager

Attachments:

1. HSA Reso SB 341
2. Atwater Housing Successor Annual Report 2024-25 - Draft (1)

HOUSING SUCCESSOR AGENCY TO THE ATWATER REDEVELOPMENT AGENCY

RESOLUTION NO. HSA 2026-X

A RESOLUTION OF THE CITY OF ATWATER AS THE HOUSING SUCCESSOR AGENCY TO THE FORMER ATWATER REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING TO RECEIVE AND FILE THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT ("SB 341") FOR FISCAL YEAR 2024-25

WHEREAS, Pursuant to the dissolution of redevelopment agencies, including the Atwater Redevelopment Agency ("Redevelopment Agency"), per Assembly Bill ("AB")x1 26 and subsequent legislation, AB 1484 and Senate Bill ("SB") 107 (altogether, "Dissolution Act"), the City of Atwater ("City") elected to serve as Housing Successor Agency to the former Redevelopment Agency ("Housing Successor Agency") during the wind-down of the Redevelopment Agency's activities; and

WHEREAS, the Housing Successor Agency is required to manage the affordable housing assets of the former Redevelopment Agency and to submit annual reports detailing assets owned, funds expended, and compliance with certain provisions of the Dissolution Act relating to affordable housing. The complexities and requirements of the Dissolution Act and the limited budget of the City make it difficult for the City to manage the duties and responsibilities of the Housing Successor Agency single-handedly; and

WHEREAS, SB 341 and AB 1793 created new annual reporting requirements in 2014 and 2015 for successor housing agencies. The City must prepare an annual report that details compliance with expenditure limitations describes property disposition efforts, provides an inventory of homeownership units, and other items.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby authorize the submittal and filing of the SB 341 Annual Report for fiscal year 2024-25.

The foregoing resolution is hereby adopted this 13th day of April 2026.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MICHAEL G. NELSON, BOARD CHAIR

ATTEST:

_____
KORY J. BILLINGS, BOARD CLERK

HOUSING SUCCESSOR AGENCY ANNUAL REPORT

City of Atwater
(Housing Successor to the former Atwater Redevelopment Agency)

FY 2024-25

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INTRODUCTION

The City of Atwater ("City") is the Housing Successor Agency ("Housing Successor") to the former Atwater Redevelopment Agency ("Agency"), which was dissolved on February 1, 2012. With dissolution, the former Agency's affordable housing rights, powers, assets, liabilities, duties, and obligations, excluding any amounts in the Agency's Low- and Moderate-Income Housing Fund, were transferred to the Housing Successor. The housing assets and liabilities were transferred to the Housing Successor through a Housing Asset Transfer Form approved by the California Department of Finance ("DOF") on September 5, 2012.

This Housing Successor Agency Annual Report ("Annual Report") contains information on Fiscal Year ("FY") 2024-25 finances and activities as required by California Health and Safety Code ("HSC") Section 34176.1(f), enacted by Senate Bill ("SB") 341 and amended by Assembly Bill ("AB") 1793 in 2014, SB 107 in 2015, and AB 346 in 2017.

This Annual Report is an addendum to the City's Housing Element Annual Progress Report. Both are due to the California Department of Housing and Community Development ("HCD") by April 1 annually. The Housing Successor's FY 2024-25 audited financial statements will be posted on the City website when available and are incorporated herein by reference.

REPORTING REQUIREMENTS FOR HOUSING SUCCESSOR AGENCIES

On January 1, 2014, SB 341 became effective and amended certain sections of the HSC that pertain largely to housing successor agencies. SB 341 clarified that all former redevelopment agency housing assets, regardless of their originating redevelopment agency, must be maintained in a separate fund called the Low- and Moderate-Income Housing Asset Fund ("Housing Asset Fund"). SB 341, later amended by AB 1793 in 2014, SB 107 in 2015, and AB 346 in 2017, outlined a series of reporting requirements regarding Housing Asset Funds (deposits, expenditures, fund balance, property disposition, etc.) that must be adhered to in annual reports. The annual report is due to the California Department of Housing and Community Development ("HCD") by April 1 each year and can be submitted along with the City's Housing Element Annual Progress Report.

The HSC also mandates housing successor agencies to conduct an independent financial audit of the Housing Asset Fund within six months after the end of each fiscal year, which may be included in the independent financial audit of the host jurisdiction. The City's Annual

Comprehensive Financial Report for FY 2024-25 is currently in progress and will include an audit of the Housing Asset Fund.

Housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an "excess surplus," or a high balance based on certain thresholds.
3. Properties must be developed with affordable housing or sold within five to ten years of the California Department of Finance ("DOF") approving the Housing Asset Transfer Form.

The requirements are designed to ensure that housing successors are actively utilizing assets to produce affordable housing. Appendix 1 provides a detailed summary of the reporting requirements that are addressed in this Annual Report.

ASSETS TRANSFERRED TO THE HOUSING SUCCESSOR AGENCY

The Housing Successor prepared a Housing Asset Transfer Form in 2012 that provided an inventory of all assets transferred from the Agency to the Housing Successor following the dissolution of redevelopment. The inventory included three real properties and two loans receivable. All items on the Housing Asset Transfer Form were approved by the DOF on September 5, 2012.

LOW- AND MODERATE-INCOME HOUSING ASSET FUND

The Housing Asset Fund replaced the former Agency's Low- and Moderate-Income Housing Fund. It includes all assets that were transferred from the Agency to the Housing Successor via the Housing Asset Transfer Form.

HOUSING ASSET FUND DEPOSITS

Table 1 identifies the revenues in the Housing Asset Fund for FY 2024-25. Deposits totaled $42,457, coming predominantly from interest revenue, and reimbursement and other revenue.

Table 1: Housing Asset Fund Deposits FY 2024-25

Source		Amount
Interest Earned	$	46,512
Unrealized Loss/Gain		*4,674*
Debit		*(8,728)*
Actual Total	**$**	**42,457**

Source: City of Atwater, Fund 3065 Trial Balance

EXPENDITURES

SB 341 provides the following guidelines for expenditures from the Housing Asset Fund:

1. **Administrative costs** are capped at the greater of $200,000 adjusted for inflation or 5% of the statutory value of any land owned by the housing successor agency and of loans and grants receivable ("Portfolio Balance"). HCD adjusts the $200,000 cap for inflation based on the annual Consumer Price Index. Although HCD has not yet published the update for FY 2024-25, applying the same methodology and index HCD has previously used would yield a limit adjusted for inflation for FY 2024-25 of $270,700, which is the Housing Successor's administrative cost limit for the year, as the Agency does not own any property.

2. **Homeless prevention and rapid rehousing services** up to $500,000 per year, if the former Agency did not have any outstanding housing production requirements. The Housing Successor has an outstanding housing production requirement and is therefore not permitted to make expenditures in this category. This deficit is labeled as the Successor's "Inclusionary Housing Deficit"; the Deficit is comprised of a shortage of 19 very low-income units and 48 low to moderate-income units. Once the Housing Successor closes the deficit by building the aforementioned units, they will be allowed to encumber funds for homeless prevention and rapid rehousing services.

3. **Affordable housing development** assists households with up to 80% of the Area Median Income ("AMI"), subject to specific income and age targets.

   Housing Asset Funds must meet the five-year income proportionality requirement, meaning that no funding may be spent on moderate-income households who earn between 80% and 120% of the AMI, as was previously authorized by redevelopment law.

   Of the money expended, a minimum of 30% must go towards the development of rental housing affordable to households who earn 30% or less of the AMI ("Extremely Low-

Income" households). A maximum of 20% may go toward the development of housing affordable to households earning 60% to 80% of the AMI ("Low-Income" households).

Note that housing successor agencies must report expenditures by category each year, but compliance is measured every five years. For example, a housing successor agency could spend all its funds in a single year on Low-Income households, if it was 20% or less of the total expenditures during the five-year compliance period. FY 2024-25 is the first year of the five-year compliance period for income proportionality, which began July 1, 2024 and ends June 30, 2029.

Housing Asset Fund expenditures in FY 2024-25 totaled $3,396. These funds were spent on consulting fees. The expenditures of $3,396 is below the limit established by HCD for FY 2024-25, $270,700, indicating that the Housing Successor is in compliance.

ENDING FUND AND CASH BALANCE

As of June 30, 2025, the housing asset fund's ending balance was $1,286,807. Included in the ending balance are cash/investments, interest, and unrealized gain and loss on Investments. All details are in Table 2 and are pursuant to the City's financial data.

Table 2: Housing Asset Fund Ending Balance June 30, 2025

Balance Type		Amount
Cash and Investments	$	1,275,617
Interest		9,470
Unrealized Gain/Loss on Investments		1,720
Ending Balance	**$**	**1,286,807**

STATUTORY VALUE OF REAL PROPERTIES AND LOAN RECEIVABLES

The Housing Successor must report the statutory value of real properties formerly owned by the Agency or purchased by the Housing Successor with Housing Asset Funds, and the value of loans and/or grant receivables transferred on the Housing Asset Transfer Form. The Housing Successor inherited three real properties and two loan agreements from the former Agency. Table 3 shows the Portfolio Value of real properties and loans receivable as of FY 2024-25. The "Portfolio Value" is the cumulative value of all Real Properties and Loans and Notes Receivable held by the Housing Successor. The Housing Successor does not own any property.

Table 3: Portfolio Value of Real Properties and Loans Receivable

Asset		Amount[1]
Loans and Notes Receivable		
SERAF Loan		-
Home Rehabilitation Loan		61,500
Subtotal		*61,500*
Total	**$**	**61,500**

[1] Per HSC Section 34176.1, Housing Successor shall provide information on the "statutory value of real property owned by the housing successor, the value of loans and grants rceivable, and the sum of the two amounts." Per HSC Section 34176.1 statutory value of real property means "the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer form." This may not match the value of the properties as listed in the Housing Successor Agency's trial balance report.

Source: City of Atwater, Fund 3065 Trial Balance, Housing Asset Transfer

PROPERTY DEVELOPMENT & DISPOSITION

When the Housing Successor assumed the Agency's housing assets and functions, the former Agency transferred three parcels of real property to the Housing Successor. All three of the parcels have sold.

980-990 CEDAR AVENUE

In 2009, the Atwater Redevelopment Agency acquired an older duplex housing unit and a garage located on Cedar Avenue and First Street that had been uninhabited for many years and left in dilapidated condition. By acquiring this property, the Agency sought to eliminate blight, as well as provide a location for a small affordable housing project. This location can provide up to four (4) units. The former Agency was unable to dispose of this property prior to dissolution. The Housing Successor approved the disposition of this property in early 2018; however, the buyer backed out of the transaction. On January 9, 2023, the City Council as Housing Successor declared the property as exempt surplus land and approved selling this property to the City for a fair market value of $80,000 to utilize as public utility infrastructure. HCD approved the surplus land exemption on April 10, 2023. The sales proceeds were deposited into the Housing Asset Fund on June 30, 2024.

Bell Drive Property Lots AA and BB

In 2008, the City of Atwater sold a surplus, 5.66-acre parcel to the former Agency to be used in support of developing affordable housing to meet the Agency's required affordable housing production goals as was identified in the former Agency's Housing Compliance Plan. The Agency believed that the acquisition of this site would provide adequate land for most of the Agency's inclusionary housing needs. In addition, the Agency purchased an adjacent parcel of approximately 4.09 acres in 2007 for similar purposes. The former Agency was unable to dispose of these properties prior to dissolution.

The Housing Successor sold both properties to Golden State Realty Association in FY 2020-21. Escrow for Lot AA closed on February 11, 2021, and sold for $450,000 less ordinary fees which resulted in a deposit to the Housing Asset Fund of $435,968. Escrow for Lot BB closed on April 30, 2021, and sold for $600,000 less ordinary fees which resulted in a deposit to the Housing Asset Fund of $598,354.

FIVE-YEAR PROPERTY DISPOSITION REQUIREMENT

HSC Sections 33334.16 and 34176.1(e) require the Housing Successor to initiate the development of affordable housing on these properties within five years from the date the DOF approved the transfer of the properties as housing assets, or September 5, 2017. The Cedar Ave property was transferred to the City in 2024. The Bell Drive property was sold in 2021.

LOANS RECEIVABLE

SERAF LOAN

In 2009, ABx4 26 was adopted by the State of California to help bridge a budgetary gap. The State of California law required redevelopment agencies to remit to their county Supplemental Educational Revenue Augmentation Fund ("SERAF") a proportionate share of $1.7 billion for FY 2009-10 and an additional $350 million for FY 2010-11. The former Agency's FY 2009-10 SERAF payment in the amount of $602,252 was delivered to Merced County on May 10, 2010. The former Agency did not have sufficient funds to make the full payment from the non-housing fund and had to borrow $324,081 from the housing fund. Prior to dissolution, the Agency was able to pay $64,816 back to its housing fund, lowering the outstanding balance to $256,264. As of June 30, 2025, the SERAF loan did not have an outstanding balance. It was fully paid off during FY 2022-23.

HOME REHABILITATION LOAN

In 2009, a Home Rehabilitation Loan in the amount of $61,500 was issued to a tenant to be used for rehabilitation costs for an owner-occupied, single-family residential unit. This program works in conjunction with the City's Community Development Block Grant program facilitated by Self Help Enterprises, a non-profit providing housing for low-income families. Funds under this loan are secured by a promissory note and repaid within 30 years, with an interest rate of 0%.

The Housing Successor received no payment for the Home Rehabilitation Loan in FY 2024-25.

TRANSFERS BETWEEN HOUSING SUCCESSOR AGENCIES

SB 341 allows two or more contiguous or nearby housing successor agencies to enter a joint venture to develop certain types of affordable housing. Housing successor agencies using this opportunity are required to provide a description of any transfers made in the previous fiscal year and in earlier fiscal years, as well as a description of and status update on any project for which transferred funds have been or will be expended. The Housing Successor has not entered a joint venture with another housing successor agency.

OUTSTANDING INCLUSIONARY AND REPLACEMENT HOUSING OBLIGATIONS

At the time the former Agency's last Affordable Housing Compliance Plan was prepared in 2009, the former Agency had an outstanding inclusionary housing production need that was not fulfilled prior to dissolution. The former Agency had not met its inclusionary housing production targets upon dissolution and had a deficit of 67 units, including 19 Very Low-Income units and 48 Low- and Moderate-Income units. This makes the Housing Successor ineligible to spend the Housing Asset Fund on homeless prevention and rapid rehousing activities. The former Agency did not have a replacement housing obligation.

INCOME EXPENDITURE PROPORTIONALITY

Project and program-related expenditures from the Housing Asset Fund shall be limited to the development of housing affordable to and occupied by households earning 80% or less of the AMI, with at least (not less than) 30% of expenditures for rental housing for Extremely Low-Income households and not more than 20% of the expenditures on the development of housing for Low-Income households.

The Housing Successor met all requirements during the first and second five-year compliance period from January 1, 2014, to June 30, 2019 and July 1, 2019, to June 30, 2024, respectively. The third, and current, five-year compliance period is July 1, 2024 and ends June 30, 2029.

Failure to comply with the extremely low-income requirement in any five-year compliance period will result in the Housing Successor having to ensure that 50% of the remaining funds be spent on extremely low-income rental units until it is in compliance. Exceeding the expenditure limit for low-income households in any five-year reporting period will result in the Housing Successor not being able to expend any funds on that income category until in compliance.

The Housing Successor has only incurred administrative expenditures since the beginning of the current five-year compliance period as of July 1, 2024, and is therefore exempt from the income proportionality requirements thus far. The Housing Successor ensured that it adhered to all expenditure limitations by the end of the five-year compliance period.

SENIOR HOUSING PRODUCTION PROPORTIONALITY

This Annual Report must include an accounting of deed-restricted senior rental units that were produced over the last ten years. The Housing Successor may use Housing Asset Funds to assist no more than 50% of the aggregate total number of senior housing units produced by either the Housing Successor or former Agency during the past ten years. Exceeding this limitation will prohibit the use of Housing Asset Funds to subsidize any senior rental units in the future.

The Housing Successor and former Agency have not assisted any rental units in the last ten years. The Housing Successor will ensure that it adheres to the senior housing production proportionality limitation.

EXCESS SURPLUS

Excess surplus is defined by HSC Section 34176.1(d) as “an unencumbered amount in the account that exceeds the greater of one million dollars, or the aggregate amount deposited into the account during the housing successor agency’s preceding four fiscal years, whichever is greater.” Excess surplus calculations were once performed by redevelopment agencies on an annual basis and were intended to ensure that funds were expended to benefit low-income households in an expeditious manner. SB 341 reinstates this calculation for housing successor agencies. According to SB 341, if there is an excess surplus in the Housing Asset Fund, the

Housing Successor Agency must expend or encumber the excess surplus within three fiscal years. If the Housing Successor Agency fails to comply, it must transfer any excess surplus to HCD within ninety days of the end of the third fiscal year.

As detailed in Table 4 and described in last year's annual report, the Housing Successor accumulated an excess surplus of $4,328 in FY 2023-24. In FY 2024-25, administrative expenditures reduced the excess surplus to $932. The Housing Successor must expend or encumber the remaining FY 2023-24 excess surplus by June 30, 2027 to avoid remitting funds to HCD.

Table 4: FY 23-24 Excess Surplus Elimination

Fiscal Year	2023-24
Excess Surplus (Beg. of FY 24-25)	$4,328
Expenditures	
FY 2024-25 Administrative Costs	($3,396)
Remaining Excess Surplus (End of FY 2024-25)	$932

As detailed in Table 5, the Housing Successor also accumulated an excess surplus in FY 2024-25. In an effort not to double-count the available cash balance, Table 5 deducts the remaining FY 2023-24 excess surplus from the FY 2024-25 beginning cash balance. HSC allows encumbered funds to be subtracted from the fund balance in the calculation. The FY 2024-25 unencumbered cash balance of $1,242,843 was higher than the sum of deposits in the prior four years of $1,083,704, resulting in a FY 2024-25 excess surplus of $159,150. The 2024-25 excess surplus must be encumbered or spent by June 30, 2028.

Table 5: Excess Surplus FY 2024-25

Step 1: Determine Unencumbered Cash Balance From Financials				
FY 24-25 Beginning Cash Balance		$ 1,241,921		
Less: Encumbered Funds				
Less: FY 23-24 Remaining Excess Surplus		$ 932		
Unencumbered Amount			$	1,242,853
Step 2: Determine Greater of $1M or Last 4 Deposits				
$1 Million, or		$ 1,000,000		
Last 4 years' deposits		$ 1,083,704		
2023-24	$ 23,584			
2022-23	$ 5,112			
2021-22	$ 13,176			
2020-21	$ 1,041,832			
Result: Larger Number			$	1,083,704
Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any				
(1) Unencumbered Amount		$ 1,242,853		
(2) Less: Larger Number From Step 2		$ 1,083,704		
Excess Surplus			$	159,150

Source: City of Atwater previous reports and Trial Balances for Account 3065

INVENTORY OF HOMEOWNERSHIP UNITS

AB 1793 requires this report to include an inventory of homeownership units assisted by the former Agency or the housing successor agency that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of monies from the Low- or Moderate-Income Housing Fund ("LMIHF"). There is one homeownership unit, 1786 Eucalyptus Street, subject to this provision. This property at Eucalyptus Street contains one assisted unit whose covenant calls for that unit to be held for a low to moderate tenant and lasts from December 3, 2009, to December 30, 2054. This is demonstrated in Table 6.

Table 6: Homeownership Unit Inventory

Project Name/Address	Number of Assisted Units	Income Limit	Affordability Covenant Term		
1786 Eucalyptus Street	1	Low or Moderate	12/30/09	-	12/30/54
Total Units	**1**				

Source: City of Atwater Staff

APPENDIX 1

Revenues & Expenditures	Other Assets and Active Projects	Obligations & Proportionality
Total amount deposited in the Housing Asset Fund for the fiscal year	Description of any housing project(s) still funded through the Recognized Obligation Payment Schedule ("ROPS")	Description of any outstanding production obligations of the former Agency that are inherited by the Housing Successor
Statement of balance at the close of the fiscal year	Update on property disposition for any property owned by the housing successor agency more than five years or plans for property owned less than five years	Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle
Description of Expenditures for the fiscal year, broken out as follows: • Homeless prevention and rapid rehousing solutions (up to $500,000 per year if eligible) • Administrative expenses (greater of $200,000 adjusted for inflation or 5% of "portfolio" per year); • Monitoring expenses (included as an administrative expense); • All other expenditures must be reported as spent for each income group as defined in SB 341	Other "portfolio" balances, including: • Statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund (note that the Housing Successor may only hold property for five years); • Value of loans and grants receivable	Percentage of deed-restricted rental housing restricted to seniors and assisted by the entity assuming housing functions, the former Agency, or the County within the past ten years compared to the total number of units assisted by any of those three agencies
Description of any transfers to another housing successor for a joint project	Inventory of homeownership units assisted by the former Agency or the Housing Successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of monies from the Low- and Moderate-Income Housing Fund	Amount of any excess surplus, and, if any, the plan for eliminating it

APPENDIX 2 – HOUSING ASSET TRANSFER FORM

PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha
Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Julia Coronado, Project Accountant
SUBJECT: **Approving and Authorizing to Receive and File the Housing Element Annual Progress Report ("APR") for Calendar Year 2025** (City Manager Hoem and Community Development Director Hanson Lan)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution 3604-26 Approving and Authorizing to receive and file the Housing Element Annual Progress Report ("APR") for calendar year 2025; and direct the City Manager to submit the APR to the California Department of Housing and Community Development ("HCD") and the Governor's Office of Planning and Research ("OPR").

I. BACKGROUND/ANALYSIS:

1. BACKGROUND:

California Government Code ("GC") Section 65400 requires that jurisdictions prepare an annual progress report to monitor fulfillment of regional housing needs as set forth in a local housing element. The law requires that the report "be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments." Following approval by the City Council, staff will submit the 2025 APR to HCD.

Staff and the City's housing consultant, RSG, recently prepared the report for 2025. As in previous years, the report summarizes housing building permit activity for the year and progress made toward the City's allocated housing needs and on the City's housing programs. In addition, the 2025 report includes several additional fields of information not requested in previous years' reports, which are detailed below. During 2025, 9 new market-rate (non-income restricted or "above moderate-income") units were finalized, and zero units were permitted for moderate-, low-, and very low-income households, as summarized below.

City of Atwater Regional Housing Needs Allocation Progress

Building Permits by Income Level	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Period Total**	***2020-2025 RHNA Allocation***
Very Low	0	0	0	0	0	0	**0**	*768*
Low	0	0	0	0	0	0	**0**	*526*
Moderate	0	0	0	0	0	0	**0**	*508*
Above Moderate	54	608	178	114	10	9	**973**	*1,215*
Totals	**54**	**608**	**178**	**114**	**10**	**9**	**973**	***3,017***

Together with previous years, the City permitted 973 of its 3,017 (32%) allocated total RHNA units during the period, including 973 of its 1,215 (80%) allocated above moderate-income units. The APR includes a table summarizing the status of Housing Element programs meant to remove governmental constraints to the improvement and development of housing, as identified in the Housing Element.

2. **ANALYSIS:**

The APR documents a jurisdiction's progress in permitting housing units, both market-rate and income-restricted at different income levels. Prior to 2017, there were no significant repercussions for jurisdictions failing to complete and submit their APRs or for not permitting enough housing units. The application of RHNA simply required that jurisdictions identify in their Housing Elements sufficient land available with appropriate zoning so that the housing units allocated under the RHNA requirements could be developed. In other words, it required jurisdictions to plan for housing development.

Senate Bill ("SB") 35, signed into law on September 29, 2017, instituted new state requirements related to APRs, in part as a response to California's housing affordability crisis. The bill created GC Section 65913.4, which states that developers can propose development, under certain conditions, subject to a streamlined, ministerial approval process, thereby accelerating residential development. The primary conditions depend on jurisdictions' actual progress in permitting housing units compared to their RHNA allocation.

Jurisdictions that have permitted enough market-rate units, but not enough income restricted (either moderate-, low-, or very low-income) units are subject to streamlining of projects with at least 50% of units proposed to be income restricted.

Other conditions for streamlined approval relate mostly to a proposed development's scope and location. The proposed project:

- must be for multi-family or mixed-use development with at least 2/3 of its square footage for residential use;
- must meet objective zoning standards;

- must be surrounded by urban land uses;
- cannot be located in a coastal zone, on prime farmland, on wetlands, in disaster zones, or on a hazardous waste site; and
- cannot cause the demolition of existing housing.

New information required for the APR includes reporting on:

- Surplus land or exempt surplus land designation of properties being disposed, and
- Any Local Early Action Plan (LEAP) grant funding, if applicable.

II. FISCAL IMPACTS:

There are no fiscal impacts associated with filing the 2025 APR.

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 of Atwater's 2026-2030 Strategic Plan: Promote transparency through Communication.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

This item does not constitute a project and is exempt under the provisions of the California Environmental Quality Act.

IX. STEPS FOLLOWING APPROVAL:

Following approval of this item, staff will submit the report accordingly.
Submitted by:



Jonnie Hanson Lan, Community Development DirectorSubmitted and Approved by:



Chris Hoem, City Manager

Attachments:

1. Reso 3605-25 Housing APR 2025
2. Housing Element Annual Progress Report

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AND AUTHORIZING TO RECEIVE AND FILE THE HOUSING ELEMENT ANNUAL PROGRESS REPORT ("APR") FOR CALENDAR YEAR 2025

WHEREAS, under California Department of Housing and Community Development ("HCD") and the Governor's Office of Planning and Research ("OPR") the City is required to submit and file the 2025 Annual Progress Report ("APR"); and

WHEREAS, California Government Code ("GC") Section 65400 requires that jurisdictions prepare an annual progress report to monitor fulfillment of regional housing needs as set forth in a local housing element. The law requires that the report "be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments; and

WHEREAS, during 2025, 9 new market-rate (non-income restricted or "above moderate-income") units were finalized, and zero units were permitted for moderate-, low-, and very low-income households, as summarized below.; and

WHEREAS, the City permitted 973 of its 3,017 (32%) allocated total RHNA units during the period, including 973 of its 1,216 (80%) allocated above moderate-income units; and

WHEREAS, the City will submit the reports for 2025 upon approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve and authorize to receive the filing of the 2025 APR.

The foregoing resolution is hereby adopted this 13th day of April, 2026.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MICHAEL G. NELSON, MAYOR

ATTEST:

_____

KORY J. BILLINGS
CITY CLERK

Please Start Here

General Information	
Jurisidiction Name	Atwater
Reporting Calendar Year	2025
Contact Information	
First Name	Julia
Last Name	Coronado
Title	Project Accountant
Email	jcoronado@atwater.com
Phone	2093576239
Mailing Address	
Street Address	750 Bellevue Road
City	Atwater
Zipcode	95301

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_02_19_26

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: https://hcd.my.site.com/hcdconnect

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2025 (no spaces). Example: the City of San Luis Obispo would save their file as SanLuisObispo2025

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Atwater	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2024 - 01/31/2032

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		9
Total Units		**9**

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	0	0
Single-family Detached	0	9	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	0	0
Mobile/Manufactured Home	0	0	0
Total	**0**	**9**	**0**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	0	0
Not Indicated as Infill	9	9

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications	
Number of SMAP Applications	0
Number of SMAP Applications Approved	0

Units Constructed - SMAP (formerly SB 35 / 423) - Permits			
Income	**Rental**	**Ownership**	**Total**
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SMAP	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	0	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	52
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Atwater	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2024 - 01/31/2032

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes											Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5											6	7	8	9	10	11		12	13	14
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L7	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes+
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0	0	0	0	0							
																			0									

Jurisdiction	Atwater
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/31/2024 - 01/31/2032

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | |

Jurisdiction	Atwater	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2024 - 01/31/2032

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This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2023-01/30/2024**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	768	-	-	-	-	-	-	-	-	-	-	-	768
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	526	-	-	-	-	-	-	-	-	-	-	-	526
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	508	-	-	-	-	-	-	-	-	-	-	-	508
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		1,215	-	5	9	-	-	-	-	-	-	-	14	1,201
Total RHNA		3,017												
Total Units			-	5	9	-	-	-	-	-	-	-	14	3,003

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Atwater	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2024 - 01/31/2032

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Jurisdiction	Atwater	
Reporting Year	2025	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	**Objective**	**Projected Completion Date in Housing Element**	**Applicable Cycle**	**Status of Program Implementation**	**Program Implementation Details**	**Quantified Outcomes: Category**	**Quantified Outcomes: Count**	**Supporting Documents**
Goal H-1 - Provide suitable and adequate sites for residential development	**Details for each program below**	**Detailed for each program below**	**Detailed for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**
Program H-1a: Vacant and non-vacant underutilized and site inventory program	**Assist developers in finding suitable infill and underutilized sites to meet a portion of the City's new housing construction needs.**	**Ongoing**	**6th Cycle**	**Continuous**	**The City is currently being contacted by multiple interested developers. Currently, the City is undergoing its Housing Element (HE) and General Plan update which will account for identified site areas and rezoning efforts.**	Other	0	None.
Program H-1b: Creation of larger parcels through site consolidation	**Facilitate creation of larger parcels for more efficient development of multifamily housing and assist developers in finding suitable vacant infill and non-vacant underutilized sites to meet a portion of the City's new housing construction needs.**	**Ongoing**	**6th Cycle**	**Continuous**	**Re-evaluating land uses to create more opportunity as well as considering subdivision options for finance support. This is being identfied in the HE along with the General Plan update.**	Other	0	None.
Program H-1c: Creation of larger parcels through right-of-way abandonment	**Make additional land available adjacent to existing developed or underutilized land to facilitate more efficient development of five high density residential units (Low to Very Low Income).**	**Ongoing**	**6th Cycle**	**Continuous**	**Ongoing identification of potential right-of-way segments for abandonment and facilitation of residential development. Further collaboration with property owners is required to expedite the process.**	Other	0	None.

Program H-1d: Ferrari Ranch annexation	**Bring additional low and medium density residential land into the City limits for an estimated net gain of 82 total units, including 80 low density units (Above Moderate and Moderate Income) and two medium density units (Low Income).**	**Ongoing**	**6th Cycle**	**In Progress**	**Ferrari Ranch was annexed. Development requires infrastructure investment and depends on market forces. Further annexations may be considered as part of the General Plan update process in 2026 to bring in more land for residential development, estimated to be in excess of 82 units.**	Units	0	None.
Program H-1e: Western Residential Land annexations	**Bring additional residential land into the City limits. At the planned densities, the two identified annexation areas would accommodate up to 1,813 additional units, including 1,010 low density (Above Moderate and Moderate Income), 360 medium density (Low Income), and 443 high density units (Very Low Income).**	**Ongoing**	**6th Cycle**	**In Progress**	**Western residential land annexations may be considered in 2026 in conjunction with General Plan Update. Also, looking at possible annexation in the North of the City, which would bring additional housing at the planned densities.**	Units	0	None.
Program H-1f: Residential specific plans	**Expedite residential development opportunities on annexed lands, ensure desired mix and arrangement of land uses, and ensure provision and financing of adequate infrastructure and public services.**	**Ongoing**	**6th Cycle**	**Continuous**	**City is working towards amending the subdivision and zoning ordinances to expedite development.**	Other	0	None.
Program H-1g: Developer resources	**Assist developers in locating appropriate sites for housing.**	**Ongoing**	**6th Cycle**	**Continuous**	**Ongoing process and new progress. Staff trained in presenting map and parcel information to developers.**	Other	0	None.
Program H-1h: General Plan amendment and rezone of Buhach Road	**Increase the supply of R-3 land in a location with demonstrated demand, accommodating 273 high density units under proposed development plans, or 234 units under the standard density factor for R-3.**	**Ongoing**	**6th Cycle**	**In Progress**	**In discussion for General Plan Update, particularly in the western and eastern potential annexation areas.**	Other	0	None.
Goal H-2 - Accommodate a range of housing options by type, size, location, price, and tenure	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**
Program H-2a: Designate land for a mixture of housing types	**Allow and encourage a mix of housing types and a range of housing densities throughout the community.**	**Ongoing**	**6th Cycle**	**In Progress**	**The current General Plan Update process encourages a mix of housing types and densities.**	Other	0	None.
Program H-2b: Encourage innovative subdivision and housing design	**To increase local awareness and acceptance of alternative housing designs and increase the range of housing choices available to low- and moderate-income households.**	**Ongoing**	**6th Cycle**	**Continuous**	**On an ongoing basis, the City encourages developers to develop alternative housing solutions, such as ADUs and a mix of densities and types.**	Other	0	None.

Program H-2c: Evaluate residential uses and development standards	**To ensure that innovative housing types are accommodated within the City and that alternative housing designs can be achieved on appropriate residential lots within the City, while protecting community aesthetic values.**	**Completed**	**6th Cycle**	**Completed**	**The City has adopted residential design guidelines. The City adopted an ordinance in 2024 allowing for 5,000 sq ft. lots (R-1-5) in Low Density Residential District.**	Meetings	3	https://library.municode.com/ca/atwater/ordinances/code_of_ordinances?nodeId=1349572
Goal H-3 - Increase the supply of affordable housing in the city	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**
Program H-3a: Promote homeownership for low- and moderate-income households	**Assist 15 moderate and 15 low income first-time homebuyers.**	**Ongoing**	**6th Cycle**	**In Progress**	**City has been awarded HOME GRANT - FTHB Grant Funds. City entered into Sub-recipient Agreement with Self-Help Enterprises for program.**	Units	0	None.
Program H-3b: Affordable housing requirements and first tier affordable housing incentives	**Establish affordable housing requirements and incentives to be applied citywide. Assuming 1,500 total units constructed under this program, the program would result in 30 low income units and 30 moderate income units.**	**Ongoing**	**6th Cycle**	**In Progress**	**The City is working on an affordable housing program per the HE.**	Other	0	None.
Program H-3c: Density bonus program	**Incentivize development of affordable housing by providing density bonuses to developers meeting certain criteria for housing projects, consistent with state law.**	**Ongoing**	**6th Cycle**	**In Progress**	**The City relies on State law in the interim and is working on a Density Bonus Ordinance.**	Other	0	None.
Program H-3d: Pursue state and federal funding for affordable housing	**Accommodate housing for 3 extremely low, 7 very low; and 10 low income units.**	**Ongoing**	**6th Cycle**	**In Progress**	**The City uses the following grants to accomplish this goal: HOME Grant, First-Time Home Buyer Program Grant & PLHA Grant**	Other	0	None.
Program H-3e: Rental assistance	**Assure that lower income households find rental housing assistance.**	**Ongoing**	**6th Cycle**	**In Progress**	**PLHA Grant Awarded and program active to assist At-Risk Homelessness**	Other	0	None.
Program H-3f: Collaborate with nearby jurisdictions and housing assistance groups	**The City will participate in one special housing and homeless needs workshop on an annual basis.**	**Completed**	**6th Cycle**	**Completed**	**The City supports Merced County's implementation and public meetings about the Encampment Resolution Fund program for transitional housing.**	Meetings	2	None.
Program H-3g: Self-help housing	**Development of 40 additional ownership housing units: 5 extremely low, 10 very low-income and 25 low-income.**	**Ongoing**	**6th Cycle**	**In Progress**	**The City is working on community engagement to expand the self-help housing outreach and meet these goals.**	Other	0	None.
Program H-3h: Water and sewer service priority	**Policy prioritizing water and sewer provision to lower income housing developments.**	**Ongoing**	**6th Cycle**	**In Progress**	**The City authorized a financial assistance application with the State Water Resources Control Board for the Evergreen Mobile Home Project.**	Other	0	None.

Program H-3h: Mobile home park development incentives	**Facilitate development of vacant land zoned for mobile home park use and maximize utilization of the land.**	**Ongoing**	**6th Cycle**	**In Progress**	**The City is reviewing opportunities for future annexations that could allow the development of new mobile home parks.**	Other	0	None.
Goal H-4 - Maintain, conserve, and rehabilitate existing housing stock	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**
Program H-4a: Adopt updated building codes	**To ensure that newly constructed housing is as safe and well-built as possible.**	**Completed**	**6th Cycle**	**Completed**	**Recently adopted 2025 codes. The next update is anticipated in late 2025.**	Meetings	2	https://library.municode.com/ca/atwater/ordinances/code_of_ordinances?nodeId=1401384
Program H-4b: Conduct housing condition survey	**Establish baseline and maintain updated information on housing conditions to better target rehabilitation efforts.**	**Ongoing**	**6th Cycle**	**In Progress**	**Information gathering ongoing.**	Other	0	None.
Program H-4c: Housing rehabilitation loan program	**The City will continue to pursue CDBG funds on an annual basis to support the Housing Rehabilitation Loan Program, and rehabilitate approximately 3 low and 2 very low income homes per year.**	**Ongoing**	**6th Cycle**	**Continuous**	**The City has Sub-Recipient Agreement with Self-Help to run CBDG-PI Owner Rehab programs.**	Other	0	None.
Program H-4d: Home energy renovation opportunity program	**Make the HERO Program available to residents and rehabilitate approximately 5 homes per year.**	**Ongoing**	**6th Cycle**	**In Progress**	**Program implementation in process**	Other	0	None.
Program H-4e: Manufactured home preservation	**Preserve the condition and affordability of larger mobile home parks containing approximately 400 spaces; provide relocation assistance to residents of parks that are not feasible to preserve.**	**Ongoing**	**6th Cycle**	**Completed**	**Such a mobile home park currently does not exist.**	Other	0	None.
Program H-4g: Address unsafe building conditions	**Improve substandard residential building conditions – Rehabilitate or upgrade two units per year.**	**Ongoing**	**6th Cycle**	**Not Yet Started**	**City can discuss with non-profits to cooperatively lead effort**	Other	0	None.
Goal H-5 - Accommodate housing for special needs groups	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**
Program H-5a: Promote senior housing	**Assist in the development of at least one senior housing project with 8 low income units that may include continuum of care options (from completely independent living to fully assisted care).**	**2019**	**6th Cycle**	**Not Yet Started**	**Searching for developer that would implement this**	Other	0	None.
Program H-5b: Accommodate housing for persons with disabilities	**Improve housing accessibility for persons with disabilities by providing exceptions to building and zoning standards when those exceptions will facilitate accessibility.**	**2017**	**6th Cycle**	**Continuous**	**The City will appropriately review requests for exceptions on building & zoning standards to facilitate accessability for persons with disabilities.**	Other	0	None.

Program H-5c: Remove constraints to persons with disabilities	**Revise development standards and community care provisions of the Zoning Ordinance to better accommodate persons with disabilities and put procedures in place to more easily allow accommodation of persons with disabilities.**	**2017**	**6th Cycle**	**Continuous**	**The City currently follows the California Building Code and its requirements for accessible living properties, and continuously evaluating code to make improvements**	Other	0	None.
Program H-5d: Zoning for farmworker housing	**Remove zoning constraints that would preclude provision of farmworker housing at appropriate locations within the City.**	**2017**	**6th Cycle**	**In Progress**	**To be addressed in the Housing Element update**	Other	0	None.
Program H-5e: Promote the development of smaller and larger rental units	**Promote the development of a more diverse rental market within the City by encouraging a variety of unit sizes.**	**2019 / Ongoing**	**6th Cycle**	**Continuous**	**The City has approved projects which included different unit sizes for residential.**	Other	0	None.
Program H-5f: Zoning for supportive housing and transitional housing	**Remove zoning constraints that would preclude provision of supportive and transitional housing at locations within the City's residential districts.**	**2017**	**6th Cycle**	**Completed**	**The City has adopted amendments to its zoning code in complaince with SB2**	Other	0	None.
Program H-5g: Zoning for emergency shelters	**Remove zoning constraints that would preclude provision of homeless shelters within the R-T district.**	**2017**	**6th Cycle**	**Completed**	**The city has adopted amendments to its zoning code in compliance with SB2. As a correction, SB2 compliance was targeted for the M-1 and M-2 zones**	Other	0	None.
Program H-5h: Facilitate shelters, supportive housing, and transitional housing	**Identify a site and funding for an emergency shelter or transitional housing facility to meet local needs.**	**2019 / Ongoing**	**6th Cycle**	**In Progress**	**The City has adopted an ordiance by City Council for the M-1 and M-2 zone in accordance with SB2, and is open to working with County of Merced for possible co-op application for funding.**	Other	0	None.
Program H-5i: Zoning for community care facilities	**Remove zoning constraints that would preclude provision of community care facilities at appropriate locations within the City.**	**2017**	**6th Cycle**	**Completed**	**Community care facilities are allowed as accessory uses to single family residences.**	Other	0	None.

Program H-5i: Zoning for Single Room Occupancy	**Provide affordable housing options by removing zoning constraints that would preclude provision of single resident occupancy units at appropriate locations within the City.**	**2017**	**6th Cycle**	**In Progress**	**As part of the Housing Element update implementation process, the City will revise the Zoning Code to allow the development of SROs in residential zones allowing multi-family uses (R-2, R-3) and/or in commercial zones allowing hotel and motel uses (C-C, C-T, DB-D, B-P). Additionally, the City will establish a procedure to encourage and facilitate SRO development in the allowable zoning districts**	Other	0	None.
Goal H-6 - Minimize the impact of governmental constraints on housing construction	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**
Program H-6a: Zoning ordinance amendments	**Remove zoning constraints that would preclude provision of manufactured housing, mobile home parks, and secondary housing units at appropriate locations within the City.**	**2017**	**6th Cycle**	**Completed**	**There are existing zoning districts within the City that allow manufactured homes. Accessory dwelling units are also allowed.**	Other	0	None.
Program H-6b: Amendments to Planned Development District	**Increase the use of the City's planned development option as a tool to provide affordable housing**	**2017**	**6th Cycle**	**In Progress**	**The City will review the planned development zoning ordinance to optimize it for affordable housing.**	Other	0	None.
Goal H-7 - Promote energy efficiency in housing development	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**
Program H-7a: Energy conservation regulation for new construction	**Reduce residential energy consumption and reduce energy costs, especially for low income residents.**	**Ongoing**	**6th Cycle**	**Continuous**	**The City will continue to adopt and enforce state energy efficiency requirements for new residential construction.**	Other	0	None.
Program H-7b: Energy code awareness promotion	**Reduce residential energy consumption and reduce energy costs, especially for low income residents.**	**2017 / Ongoing**	**6th Cycle**	**Continuous**	**The City will continue to update its website/Building division information materials, and work with alternative electrical energy providers.**	Other	0	None.
Program H-7c: Weatherization and energy conservation for existing dwelling units	**Reduce residential energy consumption and reduce energy costs, especially for low income residents.**	**Ongoing**	**6th Cycle**	**Continuous**	**The City will continue to post and distribute information on current available weatherization and energy conservation programs.**	Other	0	None.

Program H-7d: Promotion of energy efficient land use planning	**Reduce costs associated with transportation, especially for low income residents, and make less costly transportation alternatives available and feasible.**	**Ongoing**	**6th Cycle**	**Continuous**	**The City continues to promote, encourage and approve projects that are pedesteian friendly to areas of convenience.**	Other	0	None.
Program H-7e: Promotion of water conservation	**Reduce costs associated with water use, especially for low income residents.**	**Ongoing**	**6th Cycle**	**Continuous**	**The City hired a contractor to install 1100 new Water Meters. The City and its contractor has been installing water meters on all services that do not have meters. The City will continue to install new water meters through 2026. Every time there is a disconnect or start service for a water service, the City installs a meter at that service. The City is also installing meters on all services that are delinquent in paying their bill. The City checks all water leaks, whether it's during work hours or after hours. There has been a reduction in hydrant flushing.**	Other	0	None.
Goal H-8 - Ensure fair and equal housing opportunities for all	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**	**Details for each program below**
Program H-8.1: Fair housing services	**Promote fair housing in Atwater and reduce incidences of discrimination.**	**2017 / Ongoing**	**6th Cycle**	**Continuous**	**The City continues to ensure Fair and equal housing opportunies for all.**	Other	0	None.

Jurisdiction	Atwater	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning	6th Cycle	01/31/2024 - 01/31/2032

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(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Atwater	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2024 - 01/31/2032

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Atwater	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2024 - 01/31/2032

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN*	**Current APN**	**Street Address**	**Project Name***	**Local Jurisdiction Tracking ID**	**Unit Category** (2 to 4,5+)	**Tenure** R=Renter	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total Moderate Income Units Converted from Above Moderate**	**Date Converted**	**Notes**
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Atwater	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	01/31/2024 - 01/31/2032

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Atwater	**NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Atwater	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2024 - 01/31/2032

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes
1				2	3	4							5	6
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total Additional Beds Created Due to Density Bonus**	**Notes**
Summary Row: Start Data Entry Below														

Jurisdiction	Atwater	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2024 - 01/31/2032

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Atwater		**NOTE: This table needs to be completed with any sites within your jurisdiction that were newly added to a National, State, or Local register of historic places within the reporting year. If none, leave blank.**
Reporting Period	2025	(Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table L
Historical Resources

Parcel Identifier		Designation				Size	Notes
1		2				3	4
APN	**Street Address/Intersection**	**Date of Designation**	**Designation Level**	**Historic Site Period**	**Areas of Significance**	**Parcel Size (in acres)**	**Notes**
Summary Row:							

Jurisdiction	Atwater	
Reporting Year	2025	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount $ 150,000.00 *Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
1. Sixth Revised Housing Element	$75,000.00	$75,000.00	Completed	Local General Fund	($74,606) Reimbursement received on 3/13/2024 ($394.00) Reimbursement received on 11/13/25
A. Hire Consultants for HE Revisions	$20,000.00	$20,000.00	Completed	Local General Fund	Reimbursement received on 11/13/25
B. Administration	$5,000.00	$5,000.00	Completed	Local General Fund	Reimbursement received on 11/13/25
C. HE Initial Draft		$0.00		Local General Fund	
D. HE Final Draft & City Council Adoption		$0.00		Local General Fund	
1. Increase Housing Application Processing Efficiency	$27,500.00	$27,500.00	Completed	Local General Fund	Reimbursement received on 8/30/2023
A. Hire Analytic Consultants	$20,000.00	$20,000.00	Completed	Local General Fund	Reimbursement received on 8/30/2023
B. Administration	$2,500.00	$2,500.00	Completed	Local General Fund	Reimbursement received on 8/30/2023

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		9
Total Units		**9**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha

Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Janell Martin, Assistant City Clerk/Records Coordinator
PREPARED BY: Janell Martin, Assistant City Clerk/Records Coordinator
SUBJECT: **Approving Fee Waiver Requested by Merced County Registrar of Voters to Use Atwater Community Center as a Voting Assistance Center for the 2026 June Statewide Primary Election and the November Statewide General Election** (City Clerk Billings & Merced County Registrar of Voters)

RECOMMENDED COUNCIL ACTION

Approval of a fee waiver requested by the Merced County Registrar of Voters to use the Atwater Community Center during the upcoming June 2, 2026 Statewide Direct Primary Election and the November 3, 2026 Statewide General Election as an 11-day Vote Center for each election; and authorizes and directs the City Manager, or designee, to execute any and all documents necessary to waive the facility rental fees associated with Merced County Registrar of Voters using the Atwater Community Center as a Voting Assistance Center.

I. BACKGROUND/ANALYSIS:

Merced County has requested use of the Atwater Community Center as a Voting Assistance Center for upcoming June 2, 2026 Statewide Direct Primary Election and the November 3, 2026 Statewide General Election as an 11-day Vote Center for each election.

In previous elections, Merced County has used the Community Center for Voting Assistance Centers. The City of Atwater and Merced County routinely collaborate to ensure residents have access to local voting services.

Previous Use:

- June 7, 2022 – Statewide Direct Primary Election
- November 8, 2022 – Midterm Election

- March 5, 2024 – Presidential Primary Election
- November 5, 2024 – Presidential General Election
- November 4, 2025 - Statewide Special Election

During these elections, the Multi-Purpose and Jessie Frago Rooms were used. The Registrar of Voters' Office is responsible for setup, cleanup, delivery of equipment, and proof of insurance.

Request Details for 2026 Special Elections:

For the June 2, 2026 Statewide Direct Primary Election
Schedule Setup Date: Thursday, 05/21/2026
Vote Center Operations: Saturday, 05/23/2026 through Monday, 06/01/2026, 7:00am to 5:00pm
Tuesday, 06/02/2026, 6:00am to 10:00pm
Scheduled Pickup Date: Wednesday, 06/03/2026

For the November 3, 2026 Statewide General Election
Schedule Setup Date: Thursday, 10/22/2026
Vote Center Operations: Saturday, 10/24/2026 through Monday, 11/02/2026, 7:00am to 5:00pm
Tuesday, 11/03/2026, 6:00am to 10:00pm
Scheduled Pickup Date: Wednesday, 11/04/2026

Fee Waiver:

Merced County has requested a waiver of all facility rental fees, except for Facility Attendant Fees of $35 per hour for hours outside normal business hours (Monday through Friday, 8:00 AM – 5:00 PM). If approved, this waiver would apply according to the City's Fiscal Year 2025-26 Miscellaneous Fee Schedule.

II. FISCAL IMPACTS:

The City of Atwater typically charges fees for the rental of the Multi-Purpose and Jessie Frago Rooms at the Atwater Community Center, including additional fees for facility attendants outside normal business hours.

For both elections, Merced County has requested to use these rooms as a Voting Assistance Center. If approved, the City would waive the standard facility rental fees and deposits.

The Registrar of Voters is responsible for all facility attendant fees outside of normal business hours, including early mornings, evenings, and weekend hours, so the City would not incur those costs.

Overall, the fee waiver allows the City to continue its long-standing partnership with Merced County to provide accessible local voting facilities.

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 of Atwater's 2026-2030 Strategic Plan: Promote transparency through Communication.

V. ALTERNATIVES:

The City Council could decide to deny the fee waiver request and require the Merced County Registrar of Voters to pay all applicable facility rental fees to utilize the Atwater Community Center as a Voting Assistance Center.

VI. INTERDEPARTMENTAL COORDINATION:

The City Administration Department and Recreation Department collaborated and coordinated efforts to work with the Merced County Registrar of Voters to reserve the Atwater Community Center as a Voting Assistance Center.

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:

Upon City Council's approval of Merced County's fee waiver request, staff will work with the Merced County Registrar of Voters to complete the necessary application and documents to use the Atwater Community Center as a Voting Assistance Center and to waive all applicable fees.

Submitted by:



Kory J. Billings, City Clerk
Approved by:



Chris Hoem, City Manager

Attachments:

1. Atwater Community Hall Partnership Letter

Melvin E. Levey
Registrar of Voters

2222 "M" Street
Merced, CA 95340
Main: (209) 385-7541
Fax: (209) 385-7387
Toll-free: (800) 561-0619

www.mercedelections.org

Janell Martin
Atwater Community Center
760 E Bellevue Road
Atwater, Ca 95301

Dear Janell Martin,

The Merced County Elections Department works hard to ensure that elections in Merced County are conducted in a free, fair, accurate, and transparent manner. As part of that effort, we are seeking partnerships with local building managers and/or owners for the temporary use of locations that can serve as Vote Centers.

We have identified the Atwater Community Center as an ideal location due to its size, proximity to voters, and a layout that affords a completely assessible experience for voters. As a Vote Center, the building would be used for the following purposes:

- **Voter registration and information dissemination**
- **Early voting and ballot drop-off**
- **Election Day voting activities**

Our team will be responsible for setting up before the election period and restoring the space to its original state afterward. All necessary measures will be taken to respect the property and maintain it in excellent condition throughout its use.

Please **sign and return the form below at your earliest convenience**. You may email this form to elections@countyofmerced.com. Please indicate any changes in mailing address, phone number or room to be used at the facility and include any facility use agreement that we will need to submit.

We are requesting to use, and secure, your facility for the following dates/times:

For the June 2, 2026 Statewide Direct Primary Election

Schedule Setup Date:	Thursday, 05/21/2026
Vote Center Operations:	Saturday, 05/23/2026 through Monday, 06/01/2026, 7:00am to 5:00pm Tuesday, 06/02/2026, 6:00am to 10:00pm
Scheduled Pickup Date:	Wednesday, 06/03/2026

For the November 3, 2026 Statewide General Election

Schedule Setup Date:	Thursday, 10/22/2026
Vote Center Operations:	Saturday, 10/24/2026 through Monday, 11/02/2026, 7:00am to 5:00pm Tuesday, 11/03/2026, 6:00am to 10:00pm
Scheduled Pickup Date:	Wednesday, 11/04/2026

Please do not hesitate to reach out to my team if you have any questions. Your Point of Contact will be Nivea Martinez, Election Specialist II. She can be reached at 209.385.7541.

Thank you for helping in ensuring the voters of Merced County can make their voices heard.

Melvin E. Levey
Registrar of Voters
Merced County

For the June 2, 2026 Statewide Direct Primary Election:

Indicate room we are approved to use here: _____

DELIVERY CONTACT INFORMATION BELOW

Contact Name: _____Title: _____

Contact Phone Number: _____E-mail: _____

Best time for Delivery and Pickup: _____

EMERGENCY CONTACT PERSON FOR FACILITY

Emergency Name: _____Number: _____

Print Name: _____

Signature of Person Authorizing Use: _____Date:_____

For the November 3, 2026 Statewide General Election:

Indicate room we are approved to use here: _____

DELIVERY CONTACT INFORMATION BELOW

Contact Name: _____Title: _____

Contact Phone Number: _____E-mail: _____

Best time for Delivery and Pickup: _____

EMERGENCY CONTACT PERSON FOR FACILITY

Emergency Name: _____Number: _____

Print Name: _____

Signature of Person Authorizing Use: _____Date:_____

PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha
Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Josh Randol, CAL FIRE-Battalion Chief
PREPARED BY: Atwater City Fire Department Fire Department, Office Technician
SUBJECT: **Authorizing and Approving a Purchase Agreement (Purchase Order) with Cooks Communications of Fresno for the purchase of Ten (10) New Portable Radios** (CAL Fire Battalion Chief Randol)

RECOMMENDED COUNCIL ACTION

Authorizes and approves a Purchase Agreement (Purchase Order) with Cooks Communications of Fresno, California, for the purchase of Ten (10) new portable radios & accessories; and authorizes and directs the City Manager, or designee, to execute the purchase on behalf of the City.

I. BACKGROUND/ANALYSIS:

The City Council has a long-standing commitment to ensure that the Atwater Fire Department has equipment necessary to safeguard the lives of the citizens of Atwater. Due to changing technology and the challenges of securing spare parts, the Department has identified a need to acquire new portable radios. The Department sought to secure quotes for 10 portable radios to replace the portables currently used by personnel of the Department. The portable radios requested will allow the Department to operate in multiple situations on the radio system.

The City received two responsive quotes. Cooks Communications of Fresno, CA and 49er Communications. After analysis of the submitted quotes, Quote #18071, submitted by Cooks Communications, based in Fresno, provides a comprehensive cost-effective solution to replace the Department's aging portable radios.

Staff requests the City Council accept the quote and authorize the execution of a purchase agreement with Cooks Communications of Fresno, Ca.

II. FISCAL IMPACTS:

There are sufficient resources in the approved Fiscal Year 2025-26 operating budget to make the payment from the following account: Public Safety Transactions and Use Tax Fund, Fire Department, Machinery & Equipment, 0004-2030-6021. See the attached quote (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 Strategic Plan: to ensure the City's continued financial stability and to improve public safety, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

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

Submitted by:



Josh Randol, CAL Fire Battalion Chief

Approved by:



Chris Hoem, City Manager

Attachments:

1. Cooks Communications Quote #18071

Quote

160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 Email: sales@cookscom.com

Customer No.: ATWATER FIRE
Quote No.: 18071

Quote To: **Atwater City Fire Department**
1350 Broadway Ave
Accounts Payable
Atwater, CA 95301

Phone: (209) 357-6724
Email: erik.long@fire.ca.gc

Ship To: **Atwater City Fire Department**
2006 West Ave Two
Atwater, CA 95301

Phone:
Email: richard.heilmann@fire.ca.gov

Date	Ship Via	F.O.B.	Terms
03/01/26	Customer Pick-Up	Origin	Net 30

Purchase Order Number	Sales Person	Expiration Date
	Paul Lambert	03/28/26

Quantity Required	Item Number	Description	Unit Price	Amount
10	BKR5000-T3BC-1	Portable, VHF 136-174Mhz 5000CH, 6W, T3, BLK, No Ch Stop, BT	1725.25	17252.50
10	BKR0810GPS-E	BK Antenna GPS,VHF 136-174mhz SMA	35.00	350.00
10	BKR0206	Fire Speaker Microphone-High Heat Rated with Emergency Button	278.05	2780.50
10	BKR0101	BK Battery Pack Lilon 4900mah Smart	192.75	1927.50
10	BKR0303-2	SURPASS Charger Desk Top, 2-Bay, BKR Series Portable Radios	199.00	1990.00
		NASPO Contract 00318		

Subtotal	24300.50
Sales tax @ 8.35000%	2029.09
Total	26329.59

We accept ACH or EFT payments, call us today

Thank You

PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha
Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED BY: Jim Vang, Civil Engineering Assistant
SUBJECT: **Awarding a General Construction Contract with Consolidated Engineering Inc. for Overlaying Various Streets Throughout the City Project** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Motion to adopt a Resolution No. 3605-26 approving Budget Amendment No. 12 amending Fiscal Year 2025-2026 regarding overlaying various streets throughout the City; and Adopt Resolution No. 3606-26 awarding a General Construction Contract, in a form approved by the City Attorney, to Consolidated Engineering Inc. of Valley Springs, CA, for the Overlaying Various Streets Throughout the City Project, City Project 26-04, Bid Call No. 736-26, in an amount not to exceed $913,252.50 and authority construction contract change orders up to an aggregate amount of $45,662.62 (5%); and authorize and direct the City Manager or designee to execute all contract documents on behalf of the City; or

Motion to adopt staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

At their regular meeting on February 23,2026, the City Council authorized a call for bids for overlaying various streets throughout the City. The proposed streets for Base Bid are Shaffer Road between Atwater Boulevard and Juniper Avenue, Mitchell Avenue between Winton Way and the Atwater Canal, Carter Way between Winton Way and Springwood Drive. The proposed street for Additive Alternate #1 includes Cedar Avenue between First Street and Winton Way. The proposed street for Additive Alternate #2 is Drakeley between First Street and Winton Way. Work consists of wedge grinding the existing asphalt concrete, installation of an asphalt paving mat, overlay of 1 ½" of asphalt concrete over the mat, and replacing thermoplastic traffic striping and pavement markings. Work will also include approximately 50 feet of conform overlay paving on intersection streets that do not have a valley gutter.

Bid proposals for this project were opened on Thursday, March 19, 2026, at 2:00 P.M. and were totaled and reviewed for responsiveness. Eight (8) bid proposals were

received. The Bid Summary for Base Bid plus Alt. #1 and Alt. #2 (Exhibit "A") shows the bid amounts ranging from $1,073422.50 to $1,420,148.00.

Due to budget constraints, staff is only recommending Base Bid plus Additive Alternate #1. This would include overlaying at:

1. Shaffer Road between Atwater Blvd and Juniper Ave
2. Mitchell Ave between Winton Way and the Atwater Canal
3. Carter Way between Winton Way and Springwood Drive
4. Cedar Ave between First St and Winton Way

Staff has reviewed the bids and determined that the bid submitted by Consolidated Engineering Inc. of Valley Springs, California in the amount of $913,252.50 responsive and acceptable bid.

Staff recommend including 5% of the bid amount as contingency funds for unforeseen and necessary changes to the contract. Staff is recommending a total construction budget of $958,915.12. This total budget includes the construction contract amount of $913,252.50 for bid items with the contractor and $45,662.62 for contingency.

II. FISCAL IMPACTS:

Sufficient funding for this project will be available upon approval of Budget Amendment No. XX in the Regional Surface Transportation Program Fund FY 25-26, Account No. 1017-1080-X017.
This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

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

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been coordinated by all the 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 Control Act (CEQA) guidelines, Section 15301, 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:

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

Submitted by:



Justin Vinson, Public Works Director

Approved by:



Chris Hoem, City Manager

Attachments:

1. BA No. 12 Reso No. 3605
2. Resolution 3606-26 Awarding Construction Contract with Consolidated Engineering, Inc.
3. Construction Contract Project 26-04

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING BUDGET AMENDMENT NO. X AMENDING 2025-2026 FISCAL YEAR BUDGET REGARDING OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

WHEREAS, the City Council of the City of Atwater adopted Resolution No. 3538-25 adopting the 2025-2026 Fiscal Year Budget on June 9, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve Budget Amendment No. X to the 2025-2026 Fiscal Year Budget as follows:

SECTION 1: Increase budget in the Regional Surface Transportation Program Fund as follows:

Increasing Budget (Expense)	1017-1080-X017	Overlaying-Various Streets	$704,516.00

.

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

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

The foregoing resolution is hereby adopted this 13th day of April 2026.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MICHAEL G. NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AWARDING A GENERAL CONSTRUCTION AGREEMENT TO CONSOLIDATED ENGINEERING INC OF VALLEY SPRINGS, CA FOR THE OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

WHEREAS, on the February 9, 2026 City Council meeting, the City Council had a discussion on how to spend the Regional Surface Transportation Program Funding and directed staff to issue a Call for Bids for overlaying various streets in the city; and

WHEREAS, the City Council approved the call for bid for Overlaying Various Streets Throughout the City at the February 23, 2026 City Council meeting; and

WHEREAS, the proposed streets for Base Bid are Shaffer Road between Atwater Boulevard and Juniper Avenue, Mitchell Avenue between Winton Way and the Atwater Canal, Carter Way between Winton Way and Springwood Drive. The proposed street for Additive Alternate #1 includes Cedar Avenue between First Street and Winton Way. The proposed street for Additive Alternate #2 is Drakeley between First Street and Winton Way; and

WHEREAS, Work consists of wedge grinding the existing asphalt concrete, installation of an asphalt paving mat, overlay of 1 ½" of asphalt concrete over the mat, and replacing thermoplastic traffic striping and pavement markings.; and

WHEREAS, due to budget constraints, the project will be only include Base Bid plus Additive Alternate #1; and

WHEREAS, The city received eight bids for the project with Consolidated Engineering, Inc. coming in as the lowest responsive and responsible bidder at $913,252.50.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby award a General Construction Agreement, in a form approved by the City Attorney, to Consolidated Engineering, Inc. of Valley Springs, CA in an amount not to exceed $913,252.50 and 5% contingency of $45,662.62 for the Overlaying Various Streets Throughout the City Project.

The foregoing resolution is hereby adopted this 13th day of April 2026.

AYES:
NOES:
ABSENT:

APPROVED:

_____
MICHAEL G. NELSON, MAYOR

ATTEST:

_____
KORY J. BILLINGS, CITY CLERK

CITY OF ATWATER

CONSTRUCTION CONTRACT

OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this 13 day of April, 2026 by and between the City of Atwater, a public agency of the State of California ("City") and Consolidated Engineering, Inc., a contractor with its principal place of business in Valley Springs, California ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing heating ventilating and air conditioning related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: Class A or C-12 License.

2.3 Project. City desires to engage Contractor to render such services for the Overlaying Various Streets Throughout the City Project ("Project") as set forth in this Contract.

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

3. TERMS

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

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

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services,

and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

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

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

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

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

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

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 30 working days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

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

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **$913,252.50** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which

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

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

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

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

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's

principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

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

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

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

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

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

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

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

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance

with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

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

3.8.8 Air Quality.

Contractor shall fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions

limits and permitting requirements imposed by the San Joaquin Valley Air Pollution Control District (Air District) and/or California Air Resources Board (CARB). Although the Air District and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by Air District and CARB to include any item of equipment with a fuel-powered engine.

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

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

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

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

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

3.10 Claims; Government Code Claim Compliance.

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

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or

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

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

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

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

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

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and

what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

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

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

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

3.12 Indemnification.

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

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

3.13 Insurance.

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

subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

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

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

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

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

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

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive

or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

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

for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

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

3.14 Bond Requirements.

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

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

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

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

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so

corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("′Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on

behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

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

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

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

CONTRACTOR:

Consolidated Engineering, Inc.
P.O Box 701
Valley Springs, CA 95252

Attn: Casey Curtin, President

CITY:

City of Atwater
1160 5th Street
Atwater, CA 95301
Attn: City Manager

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

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

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

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

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

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

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

3.17.13 [Reserved]

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

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ATWATER
AND CONSOLIDATED ENGINEERING, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 13th day of April, 2026.

City of Atwater

By: _____
Christoper Hoem
City Manager

Consolidated Engineering, Inc.

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

EXHIBIT "A"

SERVICES / SCHEDULE

Base Bid

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1	$28,000.00	$28,000.00
2	TEMPORARY TRAFFIC CONTROL	LS	1	$64,000.00	$64,000.00
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1	$5,200.00	$5,200.00
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVMEENT MARKINGS	LS	1	$21,000.00	$21,000.00
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	11,960	$1.25	$14,950.00
6	REPAIR EXISTING AC PAVEMENT	SF	300,150	$0.40	$120,060.00
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1	$75,600.00	$75,600.00
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	300,150	$1.05	$315,157.50
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1	$96,000.00	$96,000.00
Additive Alternative #1					
1	MOBILIZATION	LS	1	$6,500.00	$6,500.00
2	TEMPORARY TRAFFIC CONTROL	LS	1	$14,500.00	$14,500.00
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1	$3,000.00	$3,000.00
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVMEENT MARKINGS	LF	1	$5,300.00	$5,300.00
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LS	4,040	$1.25	$5,050.00
6	REPAIR EXISTING AC PAVEMENT	SF	76,100	$0.40	$30,440.00
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1	$20,700.00	$20,700.00
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	76,100	$0.95	$72,295.00
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1	$15,500.00	$15,500.00
BASE +ADDITIVE ALTERNATE #1:					**$913,252.50**

EXHIBIT “B”

PLANS AND SPECIFICATIONS

PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

AND

SPECIAL PROVISIONS

for

Overlaying Various Streets Throughout the City Project

For use in conjunction with the STANDARD SPECIFICATIONS, 2024 Edition, and the STANDARD PLANS, 2024 Edition, of the State of California Department of Transportation, and the LABOR SURCHARGE AND EQUIPMENT RENTAL RATES in effect on the date the work is accomplished.

BID CALL NO.: 736-26 CITY PROJECT NO.: 26-04

BID OPENING: Thursday, March 19, 2026 @ 2:00 P.M. PDT

Chris Hoem
City Manager

2/24/26
Date

BID BOOK 1 OF 2

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



Spencer Supinger, PE

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CITY OF ATWATER

PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

Bids open Thursday, March 19, 2026 at 2:00 p.m. Pacific DST

Scope of Work:

The Base Work generally consists of a 1.5-inch pavement overlay located on Shaffer Road between Atwater Blvd and Juniper Avenue; Carter Way between Winton Way and Springwood Drive; and Mitchell Street between the Atwater Canal and approximately 250 feet east of the intersection of Mitchell Street and Willow Steet. Additive Alternative #1 includes Cedar Avenue between First Street and approximately 70' west of Seventh Street. Additive Alternative #2 includes Drakeley Avenue between First Street and approximately 320' west of Seventh Street. Base bid and Alternatives include approximately 50 lineal feet of conform overlay paving on each intersecting street (unless intersection street has a valley gutter, then conform will stop at valley gutter). The Base Work includes approximately 300,150 square feet of existing surfaced roadway or approximately 6,290 linear centerline feet of roadway, including side street conforms measured to the centerline of all roads. Additive Alternative #1 includes approximately 76,100 square feet of existing surfaced roadway or approximately 2,170 linear centerline feet of roadway, including side street conforms measure to the centerline of all roads. Additive Alternative #2 includes approximately 79,000 square feet of existing surfaced roadway or approximately 2,500 linear centerline feet of roadway, including side street conforms measured to the centerline of all roads. All roads included in the project are to be paved "current" to Caltrans standard specifications.

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

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

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

- mobilizing all required resources to complete the Work;
- providing temporary traffic control;
- providing erosion, sedimentation, and pollution control;
- removing existing pavement by wedge grind;
- removing existing pavement markers;
- removing existing traffic striping and pavement markings by grinding;
- disposing and/or recycling of all removed and excess materials;
- handling and disposing of any and all hazardous materials;
- repairing and filling existing pavement cracks, potholes, and boils;
- leveling low/depressed areas of existing pavement;
- replacing damaged traffic signal detector loops and lead-in cables;
- raising existing utility covers to finish grade; (Base Bid: Approx 19 sewer/storm/cable manholes;65 G5 water/monument/gas valve/sewer cleanout; Additive Alternative #1 Approx 11 sewer/storm/cable manholes; 12 G5 water/monument/gas valve; Additive Alternative #2 Approx 9 sewer/storm/cable manholes; 15 G5 water/monument/gas valve) Contractor to verify before bid.
- cleaning loose sand, dirt, debris, and other contaminants from existing pavement;
- applying asphalt binder tack coat and sealant;

- installing geosynthetic pavement fabric;
- placing and compacting 1.5” Type A HMA pavement overlay with 1/2" max. aggregate size; and
- replacing thermoplastic traffic striping and pavement markings, and pavement markers.

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

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

The City will receive sealed bids for the **OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT.**

Project Number: 26-04
Bid Call Number: 736-26

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

CITY OF ATWATER, CALIFORNIA
PUBLIC WORKS DEPARTMENT
BID BOOK
FOR THE CONSTRUCTION OF
OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

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

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

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

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

Complete work within **30 working days.**

The estimated cost of the base bid construction is **$727,000.**
The estimated cost of Additive Alternative #1 is **$185,000.**
The estimated cost of Additive Alternative #2 is **$192,000.**

Copies of plans, special provisions and proposal forms may only be obtained at the office of the City of Atwater, Engineering Division, located at 1350 Broadway Avenue, Atwater, CA, (209) 357-6233, upon request and payment of **$50.00 per set, which is nonrefundable and includes sales tax**.

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

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

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

Present bidders' inquires in writing to Justin Vinson at the City of Atwater, Public Works Department, 470 Aviator Dr, Atwater, CA 95301; email: jvinson@atwater.org.

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

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

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

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

City of Atwater



Justin Vinson
Public Works Director

CITY OF ATWATER

PUBLIC WORKS DEPARTMENT

* * * * * *

OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

Project Number: 26-04

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

BASE BID

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	11,960
6	REPAIR EXISTING AC PAVEMENT	SF	300,150
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5” TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	300,150
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

ADDITIVE ALTERNATIVE #1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	4,040
6	REPAIR EXISTING AC PAVEMENT	SF	76,100
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5” TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	76,100
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

ADDITIVE ALTERNATIVE #2

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TEMPORARY TRAFFIC CONTROL	LS	1
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	4,500
6	REPAIR EXISTING AC PAVEMENT	SF	79,000
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1
8	1.5” TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	79,000
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1

UNITS OF MEASURE

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

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT
****

SPECIAL PROVISIONS

OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

ORGANIZATION

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

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

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

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

^^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

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

Office Engineer: City Engineer

Replace the following definitions in section 1-1.07B:

Department/Department of Transportation: City of Atwater

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

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

Engineer: City Engineer

Specifications: Standard specifications, Special Provisions, and Project Specifications

1. Standard Specifications: Specifications standard to Department construction projects. These specifications are in a book titled Standard Specifications. (Also be referred to as “State Specifications”). The 2024 edition of the Standard Specifications shall apply to this contract.
2. Special Provisions: Proposed amendments, deletions, or additions to the Standard Specifications, included as part of the Bid Book.
3. Project Specifications: Specifications specific to this Project, included as part of the Bid Book.

State: City of Atwater

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

Caltrans

Replace section 1-1.12 with:

Make checks and bonds payable to the City of Atwater.

2 BIDDING

Replace section 2-1.06A with:

2-1.06A General

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

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

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

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

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

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

Add to section 2-1.07:

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, by **Wednesday, March 11, 2026, at 5:00 p.m**. Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. **Addenda will be issued by Friday, March 13, 2026 at 5:00 pm**. The City is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to:

Justin Vinson
City of Atwater
Public Works Department
470 Aviator Dr
Atwater, California 95301
Email: jvinson@atwater.org

Replace section 2-1.08 with:

Section 2-1.08 BID ITEM DESCRIPTIONS

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

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

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

Bid Item 1 - Mobilization

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

Bid Item 2 – Temporary Traffic Control

This is a lump sum bid item for all costs for preparing and furnishing temporary traffic control plans in accordance with latest edition of Part 6 "Temporary Traffic Control" of the California Manual of Uniform traffic Control Devices (CA MUTCD), and for furnishing and installing all materials, labor, and equipment necessary to provide traffic regulation in public streets and public alleys and traffic control/access to private properties during construction in accordance with Sections 7-1.03 and 7-1.04 and the special provisions and these Contract Documents. Payment for traffic control/regulation shall be made on a lump sum basis, and no additional payment will be made therefor. Payments shall be prorated over the term of the construction project.

Bid Item 3 – Erosion, Sedimentation, and Pollution Control

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

Bid Item 4 –Remove Existing Traffic Striping and Pavement Markings

This is a lump sum bid item for all costs for removal and disposal of existing traffic striping, pavement markings, and pavement markers complete within the project work area. This item will include costs for preparation of a Lead Compliance Plan per Section 7-1.02K(6)(j)(ii) Lead Compliance Plan and for testing and disposal of hazardous waste due to lead and/or metals concentrations in existing traffic striping, pavement markings, and pavement markers. Removal of traffic striping and pavement markings shall be by grinding. Payment for this item shall be made on a lump sum basis and no additional payment shall be due therefor.

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

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

Bid Item 6 – Repair Existing AC Pavement

This is a lump sum bid item to perform crack sealing for all existing AC pavements in the project work area to prepare the existing pavements to a suitable condition for installation of pavement fabric and HMA overlay (bidder shall provide an allowance for up to one hundred and fifty square feet [150 SF] of potholes to be filled). This item also includes replacement of traffic signal detector loops and lead-in cables for the northbound lanes on Shaffer Road near the intersection of Shaffer Road and Juniper Avenue (see marked as-built plan included with *Bid Book*). Sealing of any pavement cutting required for replacement of traffic signal detector loops and lead-in cables shall be included in the cost of this bid item. The work for this item shall be performed in accordance with all applicable sections of the standard specifications and the special provisions and in accordance with the pavement fabric manufacturer's recommendations. Payment shall be on a lump sum basis and no additional payment shall be due therefor. If it is determined by the Engineer that additional pavement repair beyond crack sealing is required, then this will be accomplished by change order work.

Bid Item 7 – Raise Existing Utilities Covers to Finish Grade

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

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

Bid Item 8 – 1.5" Type A HMA Overlay with Pavement Fabric

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

Bid Item 9 – Replace Traffic Striping and Pavement Markings

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

Remove section 2-1.18 in its entirety.

Remove section 2-1.27 in its entirety.

Replace paragraph 3 of section 2-1.33A with:

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

Add to the end of section 2-1.33A:

Submit Bids in a sealed envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301. Each sealed Bid must be plainly marked on the outside as **"BID FOR OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY, Project No. 26-04, to be opened at 2:00 p.m., Thursday, March 19, 2026"**. If submitting by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Atwater, Public Works Department, located at 750 Bellevue Road, Atwater, CA 95301.

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

Remove lines 7, 8, and 9 from the table titled "Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal" in section 2-1.33B(3)(c)(ii) Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal.

Replace line 6 of the table titled "Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal" in section 2-1.33B(3)(c)(ii) Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal with:

Local Business Preference Program Certification	Time of Bid

Replace paragraph 2 of section 2-1.34 with:

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

Add Section 2-1.35:

2-1.35 BID PROTEST

2-1.35A General

Any unsuccessful bidder may submit a bid protest. Bid Protests must be submitted under section 2-1.35B. Bid protests not submitted under section 2-1.35B will not be considered.

2-1.35B Procedures

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

Deliver bid protest to the following address:

City of Atwater Public Works Department
470 Aviator Dr
Atwater, California 95301

The following conditions apply to all bid protests:

1. The bid protest must contain a complete statement of the basis for the protest. The bid protest must identify and explain the factual and legal grounds for the protest, state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. Any written materials the protesting bidder believes to be necessary to support the bid protest must be attached to the bid protest. The protest must include the name, address, telephone number, e-mail, and facsimile number of the person representing the protesting party.

2. The party filing the protest must have submitted a bid on the project. A subcontractor of a bidder may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue their own protest.

3. The protesting bidder and any other bidder on the contract must promptly provide any information requested by the City staff as part of such investigation.

4. The Director of Public Works will provide a written response to the protestor within ten (10) business days after receiving the bid protest. The decision of the Director is final.

5. These bid protest procedures do not limit the City's ability to reject all bids

Add to section 2-1.40:

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

Add to section 2-1.46:

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

3 CONTRACT AWARD AND EXECUTION

Add to the end of section 3-1.02A

If the contract is awarded, the contract shall be awarded to the responsible bidder submitting the lowest responsive bid.

Replace section 3-1.02B with:

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

1. If a local business bidder requesting preference and a non–local business bidder have tied bids after applying the local business preference bid adjustment, the City awards the contract to the local business bidder.

Replace section 3-1.04 with:

3-1.04 CONTRACT AWARD

If the City awards the contract, the award is made lowest responsible bidder within 30 days after bid opening but not before the close of the 10 days bid protest period.

If the lowest responsible bidder refuses or fails to execute the contract, the award is made to the second lowest responsible bidder.

If the second lowest responsible bidder refuses or fails to execute the contract, the award is made to the third lowest responsible bidder.

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

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

100 percent

Replace Section 3-1.08 with:

Section 2-1.27 Local Business Preference Program

Program Description

In evaluating competitive bids to determine the lowest responsible bidder, if a non-local responsible bidder is initially determined to be the lowest responsible bidder, then any local responsible bidder shall be granted a preference in an amount equal to five percent (5%) of their responsive bid. If after deduction of the five percent (5%) preference from a local bidder's responsive bid, it is equal to or less than the lowest responsive bid submitted by the non-local responsible bidder, then the purchase award shall be awarded to the local responsible bidder. In the event that a non-local responsible bidder and a local responsible bidder have the same bid and it is the lowest bid, then the five percent (5%) preference need not be applied and the local business shall be selected to receive the purchase award. Under no circumstances shall the local business preference granted in a single bid exceed $5,000.00. The local business preference will not apply when bids are cooperatively solicited together with other public agencies. The local business preference may not apply and may be dispensed with when prohibited by State or Federal Statutes, or regulations requiring that a bid be awarded to the lowest responsible bidder, or as otherwise exempted from local preferences.

Good Faith Effort

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

Evidence of direct bid solicitations from at least three Local Businesses qualified to perform the work or supply the materials or equipment must be submitted for subcontracted work in excess of one half of one percent (½ of 1% or 0.5%) of the trade package amount. If no Local Businesses are qualified to perform the work or supply the materials or equipment, justification and evidence of reasonable attempts to locate qualified Local Businesses must be submitted, which may include, but is not limited to: 1) advertisements inviting bids or recruitment of local, qualified individuals in local newspapers, or 2) mail request for bids to local contractors, or 3) bid solicitations by phone, facsimile, or e-mail, or 4) advertisement or contact of recruitment sources to hire local, qualified individuals., or 5) identify local, qualified individuals that are part of the contractor’s or subcontractor’s construction workforce, or 6) develop a written plan to recruit local residents as part of the construction workforce

Quality and Fitness

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

Local Business Eligibility

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

Enforcement

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

Replace the entirety of section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

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

1. Signed Contract form
2. Contract bonds
3. Certificates of insurance as identified in section 3-1.07
4. Evidence that you possess a current, valid California Contractor’s license required to perform the Work under this Contract. A copy of your license is sufficient.

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

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

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

5 CONTROL OF WORK

Replace the entirety of Section 5-1.09:

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

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

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

Replace section 5-1.20E with:

5-1.20E Water Meter Charges

The City can provide construction water. The Fiscal Year 2025-26 costs for construction water supplied from fire hydrants, per City Council Resolution 3537-25, are as follows:

1. Meter Deposit: $559.00 (refundable);
2. Meter Installation: $47.00;
3. Water Usage: $5.00 per 1,000 gallons.

These fees will be waived for this project, but contractor will still need to obtain a hydrant meter.

Replace the entirety of Section 5-1.23 Submittals with:

SECTION 5-1.23 SUBMITTALS

A. General

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

B. Contractor Responsibilities

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

2. The Contractor shall coordinate submittals with the work so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not

be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor shall not proceed with work related to a submittal until the submittal process is complete.

3. The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the Contract Documents.

C. Transmittal Procedure

1. Unless otherwise specified, submittals regarding material and equipment shall be accompanied by Transmittal Form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

2. If the Contractor proposes to provide material, equipment, or method of work which deviates from the project requirements, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

3. If specified or agreed to by the Engineer, electronic submittals may be made in Adobe PDF electronic file format. File resolution must be at least 300 dpi. Each email attachment must not exceed 25 MB in size and the total size of any email message must not exceed 50 MB. Size limits are subject to change based on the policies of the City's use of technology policies and limits. If separate emails are needed to accommodate large files indicate the total number of emails included in the submittal. After submitting electronic files, send a notification of the electronic submittal to the Engineer, including the names of the submitted files. Upon completion of review, the City will return one (1) or more electronic copy, depending on the number of reviewers required.

D. Submittal Review Procedure

1. Review shall not extend to means, methods, techniques, sequences or procedures of construction. Verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the project) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

2. Seven copies, unless otherwise specified during the preconstruction meeting, of all submittals required shall be furnished to the Engineer for review. The Engineer shall review the submittal and return two copies of the marked-up original within 15 working days after receipt of a submittal for review and comment, unless otherwise specified. All shop drawings and layout drawings submittals shall be submitted a minimum of 20 working days before approved submittal drawings will be required for the work.

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

E. Effect of Review of Contractor's Submittals

1. Review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer

or the City, or by any employee thereof, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed.

2. The Work covered by a submittal may be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either “No Exceptions Taken” or “Make Corrections Noted.” Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents. Review of submittals by the Engineer shall not be construed as relieving the Contractor of his/her responsibilities under this Contract.

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

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

Replace the entirety of Section 5-1.25 with:

Section 5-1.25 SURVEY MONUMENT PRESERVATION

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

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

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

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

Add to section 7-1.02K(2):

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

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

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

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

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

Add to the end of section 7-1.04:

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

Add before paragraph 1 of section 7-1.05A:

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

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

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

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

$2,000,000.

Replace section 7-1.06G with:

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

Add to section 7-1.06H:

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

8 PROSECUTION AND PROGRESS

Remove paragraphs 1 and 2 in section 8-1.04B

9 PAYMENT

Add to section 9-1.03:

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

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

Caltrans

Delete section 9-1.11

Add to section 9-1.16E(1):

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

Replace section 9-1.16F with:

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

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

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

If you substitute securities for any portion of the retention, the City may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the City and approved by you. If such revaluation results in a determination that the

securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

Replace section 9-1.22 with:

Claims must be litigated in a court of competent jurisdiction.

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add the following to section 12-1.01:

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

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

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

Add to the end of section 12-4.01A:

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

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

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

13 WATER POLLUTION CONTROL

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

13-1.01A Summary

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

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

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

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

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

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

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

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

14 ENVIRONMENTAL STEWARDSHIP

Replace paragraph 2 of section 14-8.02 with:

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

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

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

Add to section 14-9.02:

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

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

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

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

The Contractor is responsible for obtaining construction water.

15 EXISTING FACILITIES

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

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

Replace section 15-1.03c with:

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

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

Replace section 15-1.04 with:

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

DIVISION III EARTHWORK AND LANDSCAPING

17 GENERAL

Replace paragraph 4 of section 17-2.03A with:

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

Replace section 17-2.04 with:

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

DIVISION IV SUBBASES AND BASES

23 GENERAL

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

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

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

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

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

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

DIVISION V SURFACINGS AND PAVEMENTS

37 SEAL COATS

Replace paragraph 1 of section 37-6.03 with:

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

Replace 37-6.04 with:

The payment quantity for crack treatment is the area of existing pavement, measured in square feet to be treated, and is included in Bid Item 6.

39 ASPHALT CONCRETE

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

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

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

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

Replace paragraphs 1 and 2 of section 39-2.01(D) with:

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

Replace paragraph 5 of section 39-2.01(D) with:

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

Add to section 39-2.02A(1):

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

Replace section 39-2.02B(3) with:

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

Replace section 39-2.06D with:

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

Replace section 39-3.01D with:

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

Replace section 39-3.04D with:

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

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

Replace Section 77-1 with:

77-1 UTILITY RELOCATION

77-1.01 GENERAL

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

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

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

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

Replace section 84-1.02 with:

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

Replace section 84-2.04 with:

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

DIVISION XI MATERIALS

96 GEOSYNTHETICS

Add to paragraph 1 of section 96-1.02J:

Paving fabric shall be PETROMAT® 4598 or approved equal.

City of Atwater

PUBLIC WORKS DEPARTEMENT
750 BELLEVUE ROAD
ATWATER, CA 95301
(209) 357-6233

March 13, 2025

ADDENDUM No. 1

PROJECT: **OVERLAYING VARIOUS STREETS THROUGHTOUT THE CITY**

BID CALL NO. 736-26; PROJECT NO. 26-04

Addendum No. 1 is being issued to the Notice to Bidders, Specifications and Plans, for the **Overlaying Various Streets Throughout the City Project.** Bids for this proposal are to be opened on **Thursday, March 19, 2026** at 2:00 P.M. in the City of Atwater Council Chamber, at 750 Bellevue Road, Atwater, CA 95301

The following responses address questions identified as Bid RFI Nos. 1 through 10, from all Bid RFIs received through 03/11/2026:

1. **BID RFI No.1:** *I see there is a $50 fee for the bid documents for the physical documents. Please confirm if we need to purchase the bid documents or if we can use the provided email attachments to submit a bid.*

   Response: Bidders can use the electronic copies to bid. Bidders are not required to purchase a hardcopy set of plans and specifications.

2. **BID RFI No.2:** *If requesting electronic files, do we still need to provide a check for $50 to the City.*

   Response: No.

3. **BID RFI No.3:** *Can you provide the amount of liquidated damages allocated to this project?*

   Response: Refer to Standard Specification Section 8-1.10A Liquidated Damages. Liquidated damages are $4,200 per day.

4. **BID RFI No.4:** *Is the 30 working days including alternates, or how many days for each?*

   Response: 30 days working days includes Base Bid plus Alternative #1 and Alternative #2.

5. **BID RFI No.5:** *Is there an LD schedule for this project?*

   Response: See response to RFI No.3.

6. **BID RFI No.6:** *What is the basis of award?*

   Response: Replace Section 3-1.02A Bid Book for Construction Overlaying Various Street Throughout the City Project, Book 1 of 2 with the following:

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

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

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

7. **BID RFI No.7:** *What is the anticipated start for this project?*

   Response: Project is anticipated to start in May 2026.

8. **BID RFI No.8:** *Per bid item 6 calls for the replacement of the traffic signal detector and lead-in cables for the northbound lane on Shaffer, is the request that all of the loops be replaced or is it specific to the ones with the wedge grind area?*

   Response: Replace all loops on Shaffer Road.

9. **BID RFI No.9:** *Per specifications there are 30 WD allowed for the project, there are no additional days provided if alternates are awarded. Please confirm or if additional WD are allowed if alternates are awarded, please advise how many per alternate.*

   Response: See response to RFI No.4.

10. **BID RFI No.10:** *I noticed for the alternates on Bid Book 2 of 2, there is no place to input the unit prices or totals.*

    Response: Replace pages BF-4, BF-5, and BF-6 Bid Book for Construction of Overlaying Various Streets Throughout the City Project, Book 2 of 2 with the following:

CITY OF ATWATER

BID ITEM LIST

OVERLAYING VARIOUS STREETS THROUGHOUT THE CITY PROJECT

PROJECT NO. 26-04
BID CALL NO. 736-26

BASE BID

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1		
2	TEMPORARY TRAFFIC CONTROL	LS	1		
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1		
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	11,960		
6	REPAIR EXISTING AC PAVEMENT	SF	300,150		
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1		
8	1.5” TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	300,150		
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
			TOTAL BID:		

ADDITIVE ALTERNATIVE #1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1		
2	TEMPORARY TRAFFIC CONTROL	LS	1		

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1		
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	4,040		
6	REPAIR EXISTING AC PAVEMENT	SF	76,100		
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1		
8	1.5” TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	76,100		
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
	TOTAL ADDITIVE ALTERNATIVE #1:				

ADDITIVE ALTERNATIVE #2

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1		
2	TEMPORARY TRAFFIC CONTROL	LS	1		
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1		
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	4,500		

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
6	REPAIR EXISTING AC PAVEMENT	SF	79,000		
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1		
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	79,000		
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1		
	TOTAL ADDITIVE ALTERNATIVE #2:				

UNITS OF MEASURE
LS = LUMP SUM
LF = LINEAL FEET
SF = SQUARE FEET

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

IF YOU SUBMIT A BID, A SIGNED COPY OF THIS ADDENDUM No. 1 MUST BE ATTACHED THERETO.

Sincerely,

Justin Vinson
Public Works Director
Public Works Department

Contractor _____

Signature _____

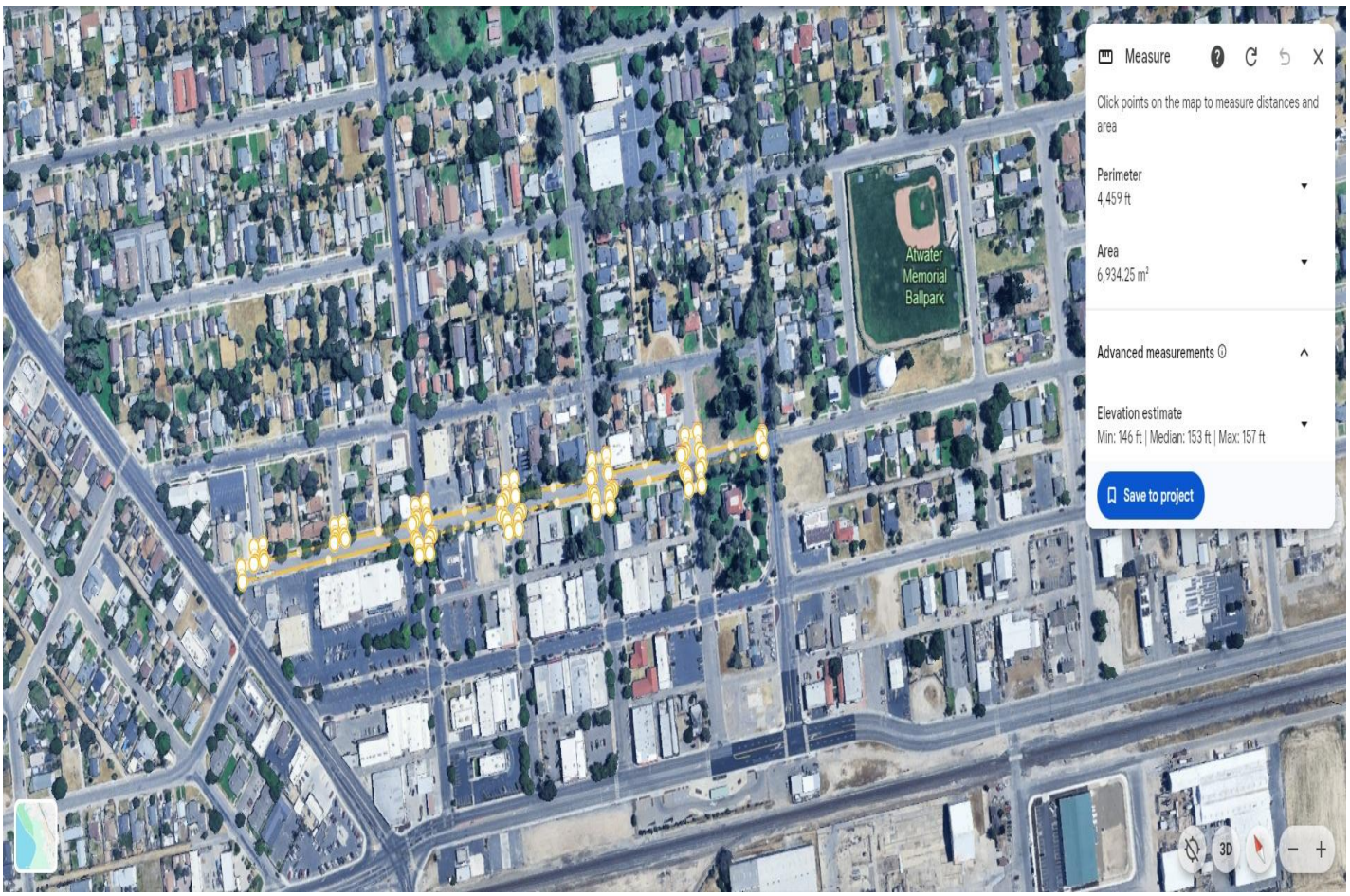
Date _____

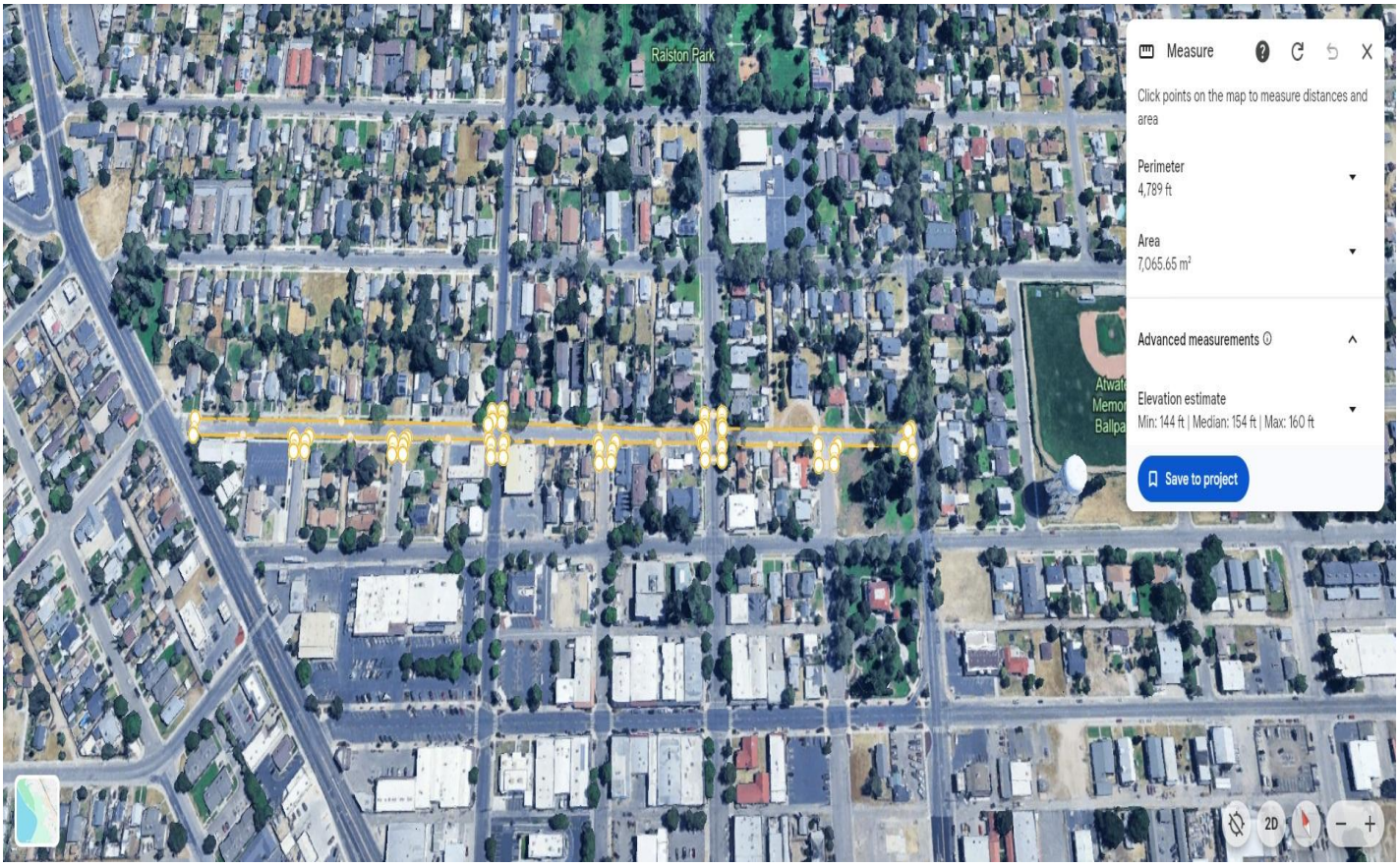
ATTACHMENT 2:
PLANS


Measure
Click points on the map to measure distances and area
Perimeter
4,368 ft
Area
6,922.56 m²
Advanced measurements
Elevation estimate
Min: 153 ft | Median: 157 ft | Max: 163 ft
Save to project
2D


Measure
Click points on the map to measure distances and area
Perimeter
1,039 ft
Area
1,605.6 m²
Advanced measurements
Elevation estimate
Min: 153 ft | Median: 156 ft | Max: 161 ft
Save to project
3D

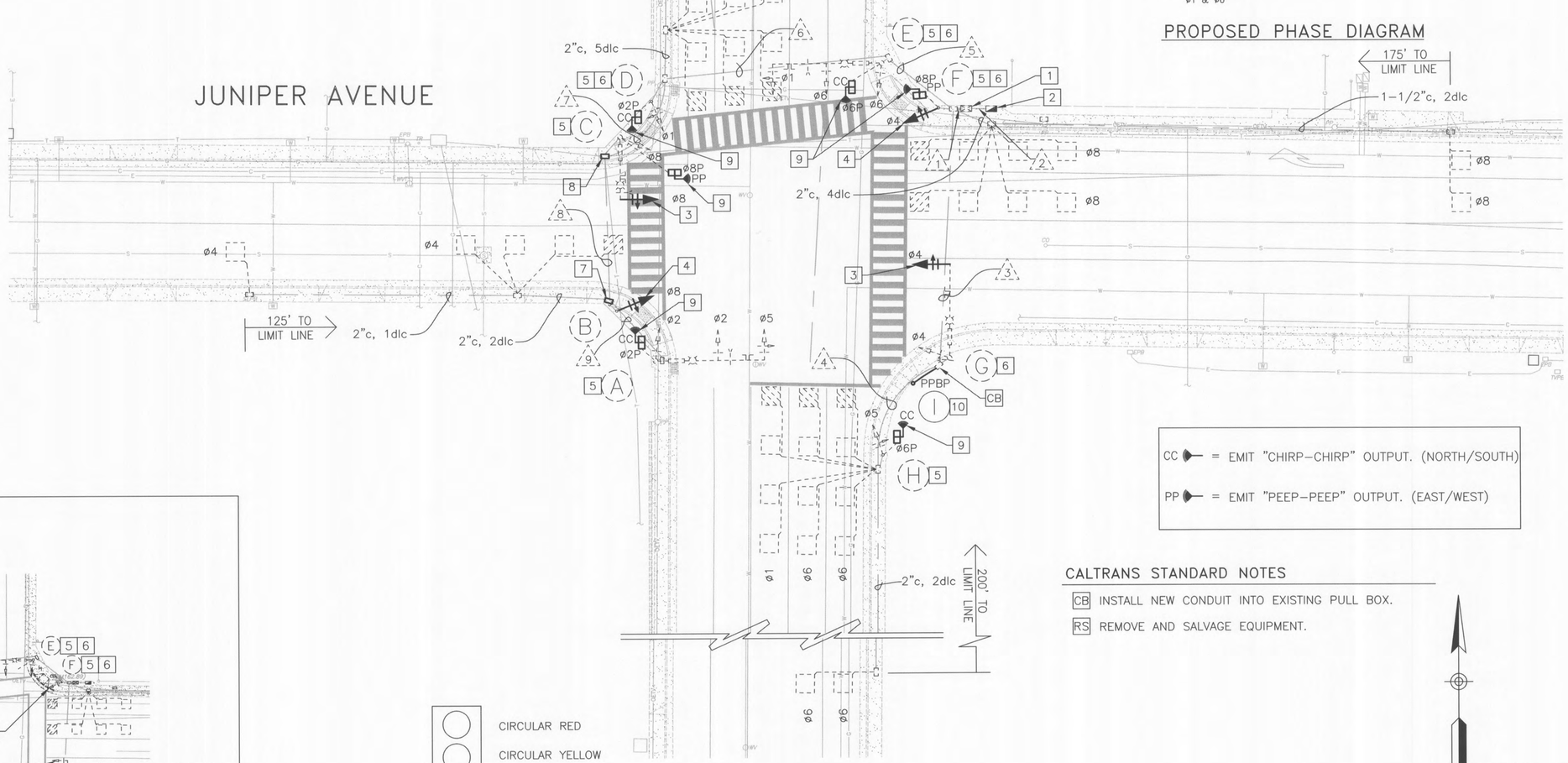

Atwater Branch Library
Liberty Fellowship
Ralston Park
SAINT MARY MAGDALENE
Andy Albiani Park
Shaffer Elementary School
Atwater Church of the Nazarene
Golden State Hwy
Measure
Click points on the map to measure distances and area
Perimeter
6,612 ft
Area
17,883.66 m²
Advanced measurements
Elevation estimate
Min: 150 ft | Median: 155 ft | Max: 170 ft
Save to project
3D

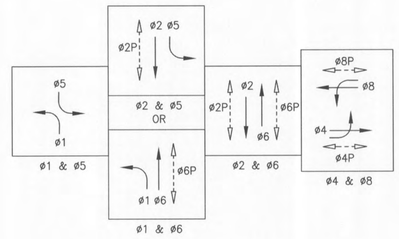

Atwater Memorial Ballpark
Measure
Click points on the map to measure distances and area
Perimeter
4,459 ft
Area
6,934.25 m²
Advanced measurements
Elevation estimate
Min: 146 ft | Median: 153 ft | Max: 157 ft
Save to project
3D


Ralston Park
Measure
Click points on the map to measure distances and area
Perimeter
4,789 ft
Area
7,065.65 m²
Advanced measurements
Elevation estimate
Min: 144 ft | Median: 154 ft | Max: 160 ft
Save to project
2D

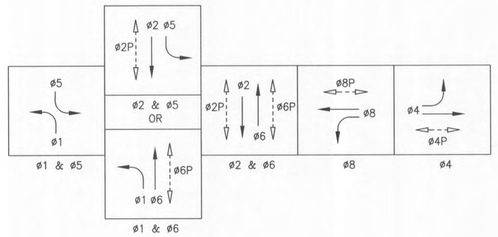
PROJECT NOTES (SHEETS E-1 & E-2)

1. EXISTING TYPE III-AF TRAFFIC SIGNAL SERVICE EQUIPMENT AND METER WITH ENCLOSURE MOUNTED ON TRAFFIC SIGNAL CONTROLLER TO REMAIN.
2. EXISTING MODEL 170 TRAFFIC CONTROLLER ASSEMBLY IN MODEL 332 CABINET TO REMAIN. CONTRACTOR WILL REPROGRAM CONTROLLER WITH SIGNAL CONTROLLER REPRESENTATIVE TO PROVIDE THE NEW SIGNAL PHASING/OPERATIONS SHOWN ON THESE PLANS. PHASE 4 & PHASE 8 SHALL BE PROGRAMMED AS SPLIT PHASES.
3. REMOVE EXISTING 3-SECTION SIGNAL HEAD AND REPLACE WITH NEW 4-SECTION LED SIGNAL HEAD PER DETAIL "A" SHOWN ON THIS SHEET. REPLACE EXISTING SIGNAL HEAD MOUNT WITH NEW HEAD MOUNT PER CALTRANS STANDARD PLAN ES-4E, TYPE MAS-4B.
4. REMOVE EXISTING 3-SECTION BALL SIGNAL HEAD AND REPLACE WITH NEW 3-SECTION LED LEFT ARROW SIGNAL HEAD.
5. REMOVE EXISTING PEDESTRIAN SIGNAL HEAD AND REPLACE WITH NEW COUNTDOWN LED PEDESTRIAN SIGNAL HEAD PER CALTRANS STANDARD PLAN ES-4B AND AS INDICATED ON THE SIGNAL POLE AND EQUIPMENT SCHEDULE ON SHEET E-2.
6. REMOVE EXISTING PUSH BUTTON ASSEMBLY AND FURNISH & INSTALL NEW TYPE B PUSH BUTTON ASSEMBLY PER CALTRANS STANDARD PLAN ES-5C AND AS INDICATED ON THE SIGNAL POLE AND EQUIPMENT SCHEDULE ON SHEET E-2.
7. REMOVE EXISTING PULL BOX AND INSTALL NEW PULL BOX TO MATCH FINISHED GRADE AND AVOID CONFLICT WITH THE NEW RETAINING CURB. ADJUST CONDUIT SWEEPS / TERMINATIONS AS NECESSARY.
8. REMOVE EXISTING PULL BOX AND INSTALL NEW PULL BOX TO MATCH FINISHED GRADE.
9. FURNISH AND INSTALL AUDIBLE PEDESTRIAN UNIT. INSTALL INSIDE PEDESTRIAN SIGNAL HEAD HOUSING IF ROOM PERMITS OR ON TOP OF HOUSING IF NOT ENOUGH ROOM INSIDE. SOUND EMITTED SHALL BE AS SHOWN ON THE PLAN AND AS DIRECTED BY THE CITY ENGINEER.
10. PLACE NEW PPBP IN GRASS AREA IMMEDIATELY BEHIND EXISTING CURB RAMP.





EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM

CC = EMIT "CHIRP-CHIRP" OUTPUT. (NORTH/SOUTH)

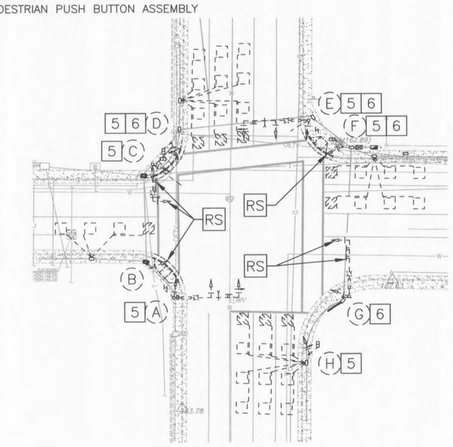
PP = EMIT "PEEP-PEEP" OUTPUT. (EAST/WEST)

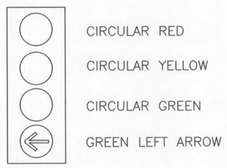
CALTRANS STANDARD NOTES

- CB INSTALL NEW CONDUIT INTO EXISTING PULL BOX.
- RS REMOVE AND SALVAGE EQUIPMENT.

EQUIPMENT TO BE SALVAGED

4- 3-SECTION SIGNAL HEAD
2- R10-12 MAST ARM MOUNTED SIGN
6- PEDESTRIAN SIGNAL HEAD
4- PEDESTRIAN PUSH BUTTON ASSEMBLY





DETAIL "A": 4-SECTION SIGNAL HEAD
NTS

Know what's below. Call before you dig.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NO.	REVISION	BY	DATE

MOTT MACDONALD
1300-B First Street
Gilroy, CA 95020
(408) 848-3122
www.mottmac.com

REGISTERED PROFESSIONAL ENGINEER LEOPOLDO TRUTTERO 63950 Exp. 9-30-18 CIVIL STATE OF CALIFORNIA

HSIP7-10-001
SIGNAL MODIFICATION PROJECT
INTERSECTION AT SHAFFER ROAD AND JUNIPER AVENUE

TRAFFIC SIGNAL MODIFICATION PLAN

DRAWN BY:	CL
DESIGNED BY:	CL
CHECKED BY:	LT
DATE:	03/14/2018
SCALE:	AS SHOWN
JOB NO.:	375198
DRAWING NAME:	375198 D2

E-1

SHEET 4 OF 5

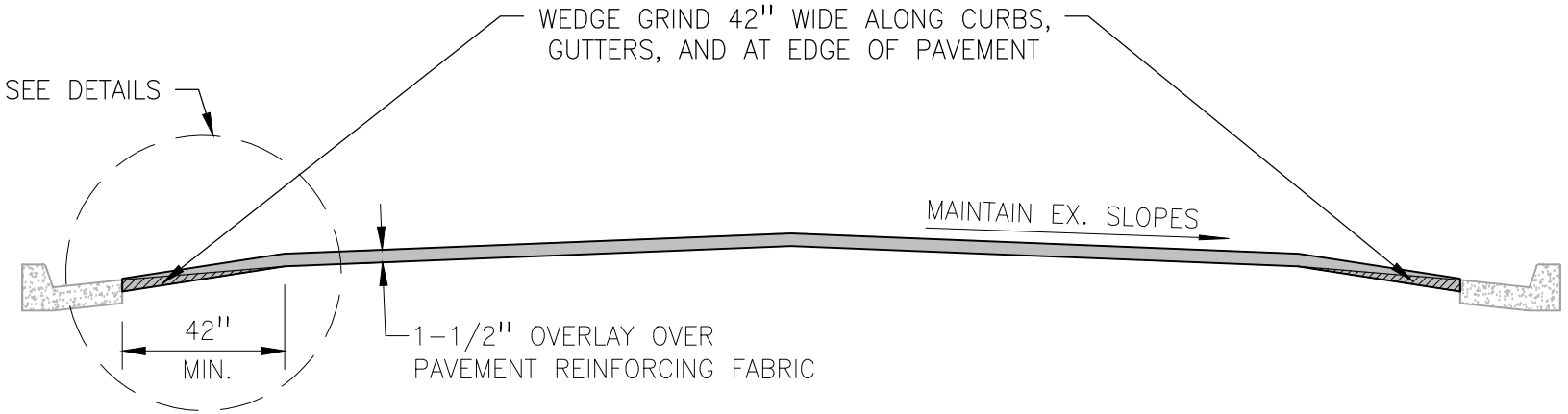
Drawing: J:\2016\375198 - Juniper-Shaffer Signal Mod\14.0 Drawings\14.2 Design\375198 D2.dwg
Mar 14, 2018, 5:35pm

REV.						
BY						

APPROVED

COMMUNITY DEVELOPMENT DEPARTMENT

TYPICAL CROSS SECTION



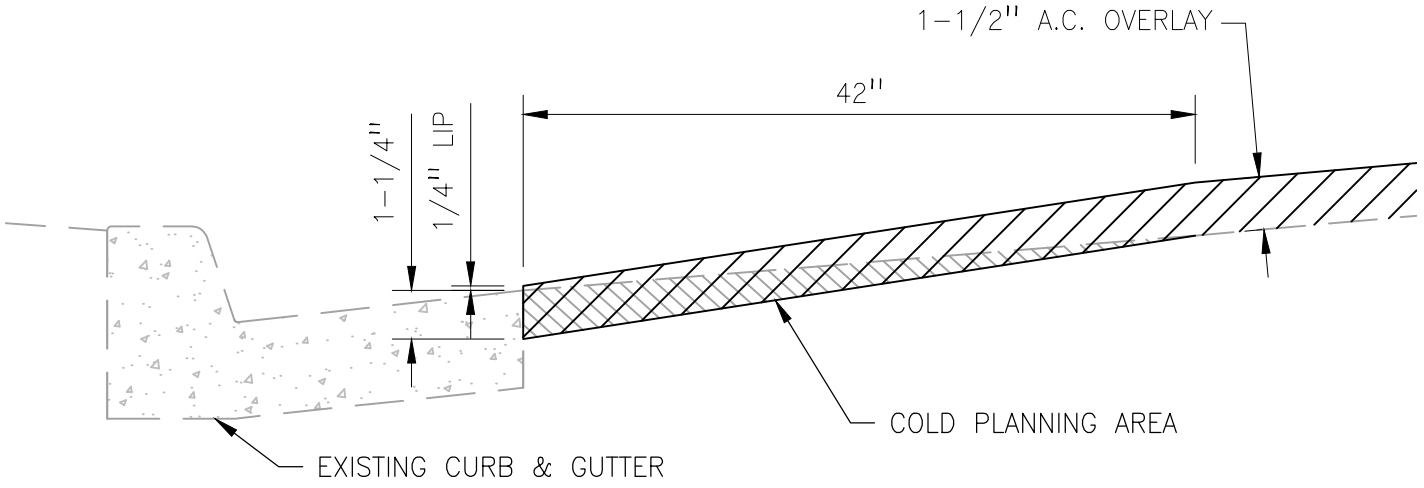
TYPICAL CROSS SECTION

CITY OF ATWATER

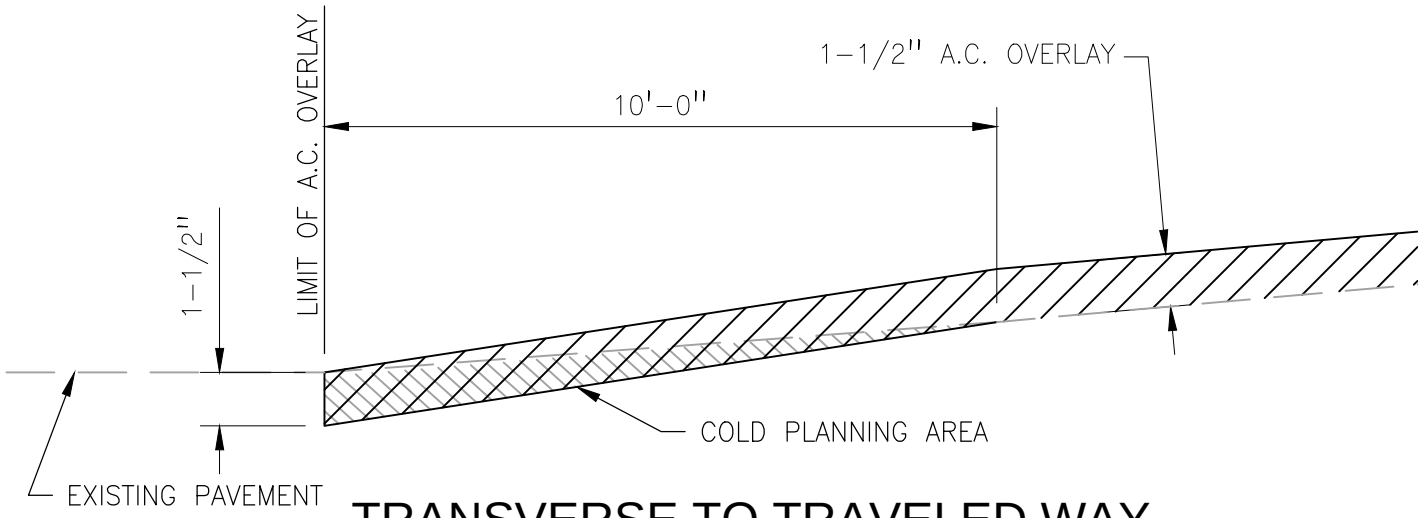
STANDARD DETAIL

DRAWN:	J.V.P
DATE:	09.07.23
SCALE:	N.T.S

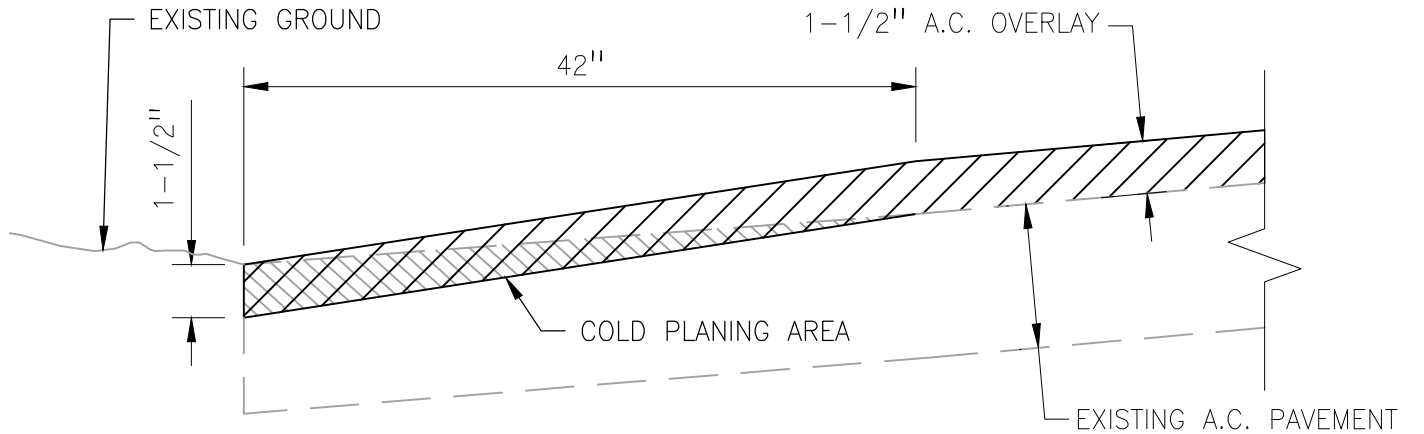
NO. 1



ADJACENT TO CONCRETE



TRANSVERSE TO TRAVELED WAY



AT EDGE OF PAVEMENT

			A.C. OVERLAY OVER PAVEMENT	CITY OF ATWATER STANDARD DETAIL	
				DRAWN: J.V.P	NO.
				DATE: 09.07.23	2
REV.		BY	APPROVED _____ COMMUNITY DEVELOPMENT DEPARTMENT	SCALE: N.T.S	

LOT LINE MONUMENTATION

Survey monuments shall be set at all corners, angle points, and curve points of all lots. Monuments shall be 1-inch O.D. (3/4 inch I.D.) galvanized iron pipe, 24 inches in length, set 12 inches below finish grade, and shall be visibly tagged or stamped with the certificate number of the surveyor or engineer setting it.

SUBDIVISION BOUNDARY MONUMENTATION

Subdivision boundary monuments, except those in street pavement, shall be 1-1/2 inches O.D. (1-1/4 inch I.D.) galvanized iron pipe, 24 inches in length, set 12 inches below finish grade, capped and tagged. Subdivision boundary monuments in street pavement shall be 1-inch O.D. (3/4-inch I.D.) galvanized iron pipe, 18 inches in length, top of pipe shall be set 1/2 inch below the pavement surface.

STREET CENTERLINE MONUMENTATION

Survey monuments shall be set at all street centerline intersections. Number and location of monuments within a subdivision is subject to the approval of the City Engineer.
Centerline and street intersection monuments shall be 1-inch O.D. (3/4-inch I.D.) galvanized iron pipe, and not less than 18 inches in length. Top of the pipe shall be 1/2-inch below pavement surface.

SECTION AND QUARTER CORNER MONUMENTS

Permanent survey monuments shall be placed at all section and quarter corners within the improvement. The section corner monuments shall be Class "B" concrete, poured in place, with minimum dimensions of 6" diameter by 24 inches. Plates shall be placed before the concrete has acquired its initial set and shall be firmly embedded in the concrete. Monuments shall be visibly tagged or stamped with the certificate number of the surveyor or engineer setting it. In paved areas, a monument box is required, with lettering "MONUMENT" on cover. Frame to be set in 5 sack concrete mix (Class "B" per State specifications) 24 inches square by 6 inches deep, matching pavement grades. Use Brooks 4-TT or Christy G5 concrete boxes with traffic lids, or an approved equal.

ENGINEERING DIVISION		CITY OF ATWATER, CALIF.
TITLE: SURVEY MONUMENTATION		STANDARD PLAN
DRN.	APPROVED BY: Win Westfall	DATE: 5-18-82
DATE		M-10
REV. 4/83	WIN WESTFALL, CITY ENGINEER	

RESTORING MONUMENTS

If any monument is found in a perishable condition, it shall be replaced with a permanent monument and be so noted on the final map. The instructions as set forth in the 1973 "Manual of Instructions for the Survey of Public Lands of the United States" published by the Bureau of Land Management, Department of the Interior, Washington, D.C. shall be followed for the subdivision of public lands and privately owned lands, in the restoration of lost or obliterated corners, and the retracement of section lines.

RELATION TO ADJACENT AREA

The surveyor shall clearly show on the final map the character, description and positions of all stakes, monuments, or other evidences found on the ground and used to determine the boundaries of the tract. If necessary, a Record of Survey map shall be separately recorded.

The final map shall show corners of all adjoining subdivisions, or portions thereof, by lot or block number, tract name and/or number, and place of record. The relation of the tract to adjoining subdivisions shall be shown by ties.

Whenever the City Engineer or County Surveyor has established the centerline of a street or alley, the data shall be shown on the final map, indicating all monuments found and making reference to a field book or map. If the points were reset by ties, the fact shall be stated.

The final map shall show all city boundary lines crossing or adjoining the subdivisio clearly designated and tied in.

The final map shall show suitable primary survey control points, including section corners, and monuments existing outside of the proposed subdivision, as required.

BOUNDARY LINES

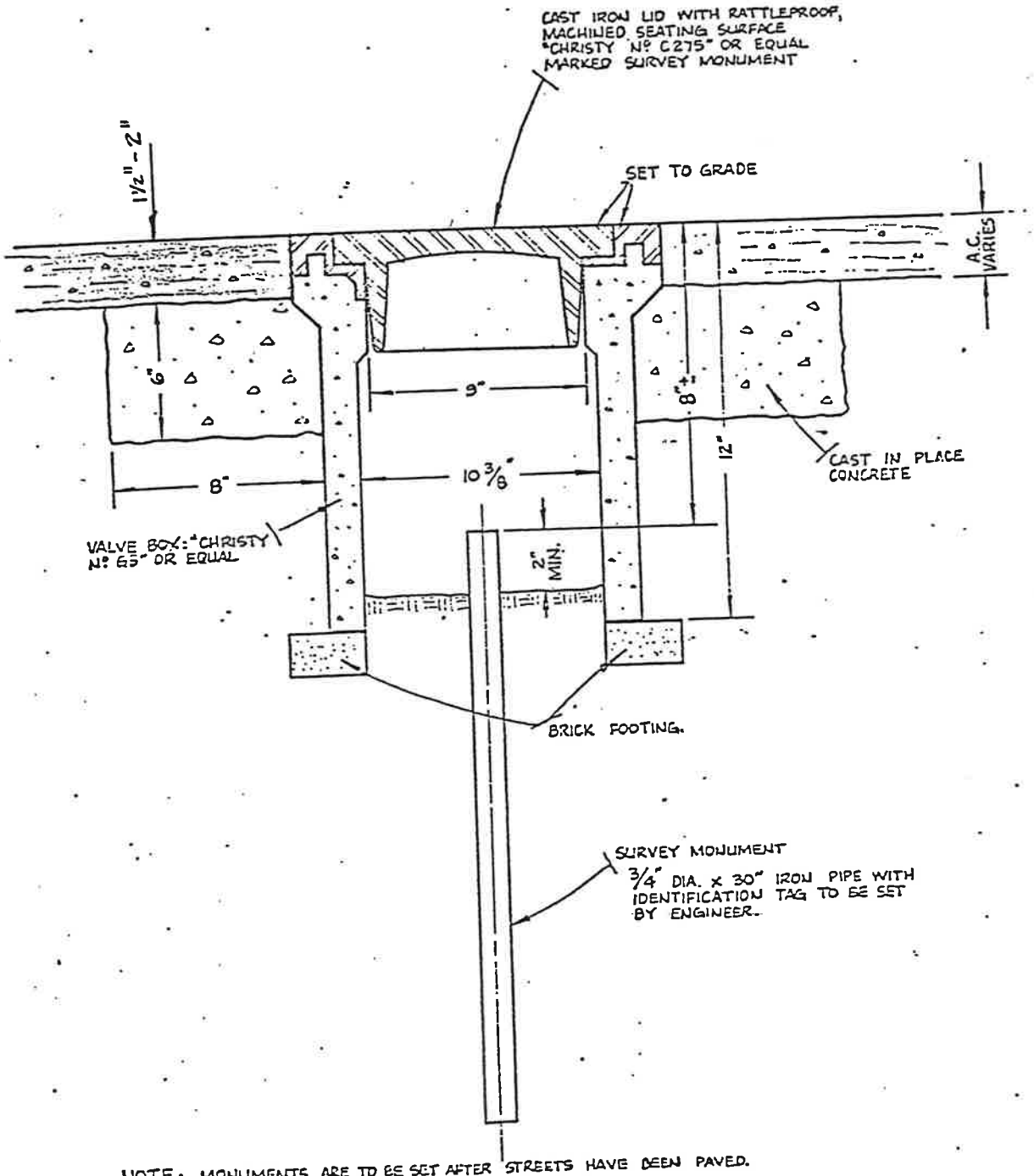
City boundaries, and lines between registered (Torrens Title) and unregistered land, and between a separate ownership of registered land, shall be lot lines; that is, such a line shall not cut a lot, but shall be made a line of a lot, except where permitted by the City Engineer.

ENGINEERING DIVISION		CITY OF ATWATER, CALIF.
TITLE: SURVEY MONUMENTATION		STANDARD PLAN
DRN.	APPROVED BY: Wm Westfall, CITY ENGINEER	DATE: 5-18-82
DATE		M-11
REV.		

NOTATION OF MONUMENT ON THE FINAL MAP

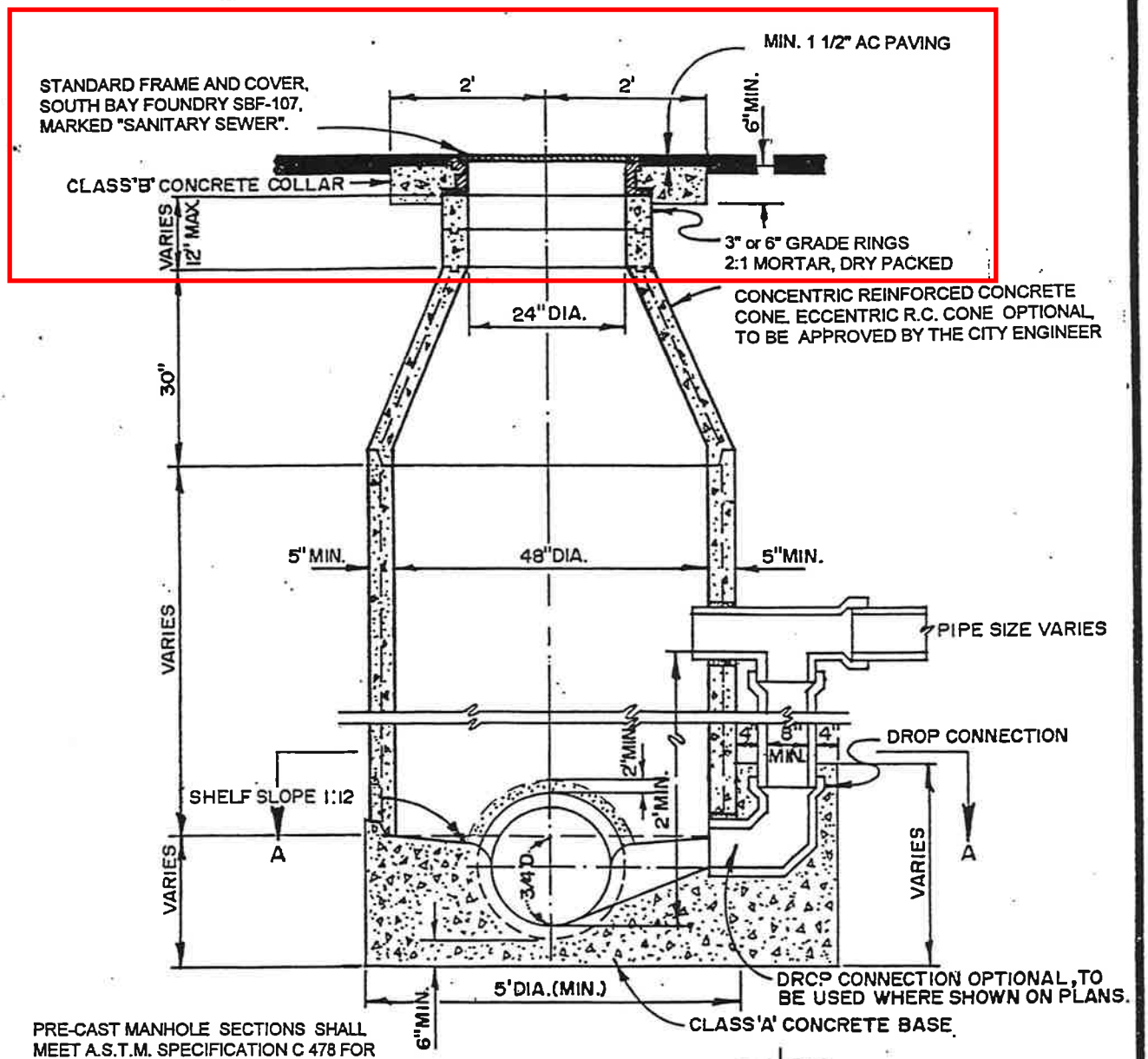
The character, type and positions of all monuments and encasements shall be noted on the final map. If any shortage or excess of distance is found on the ground between existing monuments, compared with the original record, any division of the total must bear its proportion of such shortage or excess. If a monument is replaced, indicate type and condition of monument found, and the date of replacement.

ENGINEERING DIVISION		CITY OF ATWATER, CALIF.	STANDARD PLAN
TITLE	SURVEY MONUMENTATION		M-12
DRN.	APPROVED BY: Wm Westfall, CITY ENGINEER	DATE: 5-18-82	
DATE			
REV.			



NOTE: MONUMENTS ARE TO BE SET AFTER STREETS HAVE BEEN PAVED.

ENGINEERING DIVISION		CITY OF ATWATER, CALIF.
TITLE	MONUMENT BOX	STANDARD PLAN M-13 (Modified)
DRN.	APPROVED BY:	DATE: 8/24/98
DATE	JOHN E. MEDINA, CITY ENGINEER	
REV. 12/94		

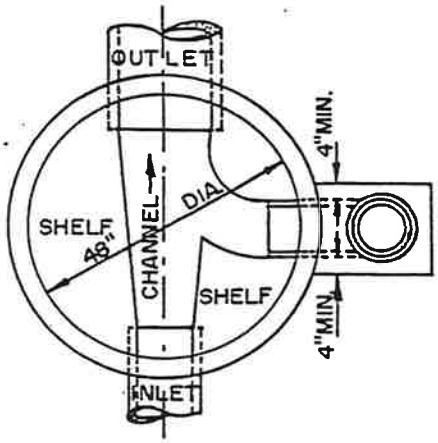


PRE-CAST MANHOLE SECTIONS SHALL MEET A.S.T.M. SPECIFICATION C 478 FOR CL. III REINFORCED CONCRETE PIPE. LENGTHS OF ONE, TWO OR THREE FEET ARE OPTIONAL. ALL JOINTS SHALL BE GROUTED SMOOTH, INSIDE AND OUT AND SHALL BE WATERTIGHT.

PIPE SHALL BE LAID THROUGH THE MANHOLE, THEN SMOOTHLY BROKEN OUT AFTER BASE CONCRETE HAS SET. CONCRETE SHALL HAVE A SMOOTH, UNIFORM, STEEL TROWEL FINISH. AFTER PIPE IS BROKEN OUT, ADDITIONAL GROUT SHALL BE APPLIED AND BRUSHED SMOOTH.

WHERE INCOMING AND OUTGOING SEWER PIPES IN MANHOLE VARY IN SIZE, EXTEND LOWER HALVES OF SEWER PIPES 8" BEYOND INSIDE OF WALL AND SHAPE A SMOOTH, EVEN TRANSITION CHANNEL BETWEEN PIPES.

MATCH SOFFITS OF PIPE AT MANHOLES, JOINING DIFFERENT SIZED PIPES, IF LARGER IS DOWNSTREAM.



SECTION A-A

ENGINEERING DIVISION — CITY OF ATWATER, CALIF.

TITLE: SANITARY SEWER MANHOLE DETAILS SHOWING A DROP CONNECTION

STANDARD PLAN: S-1

DRN. H.E.D.

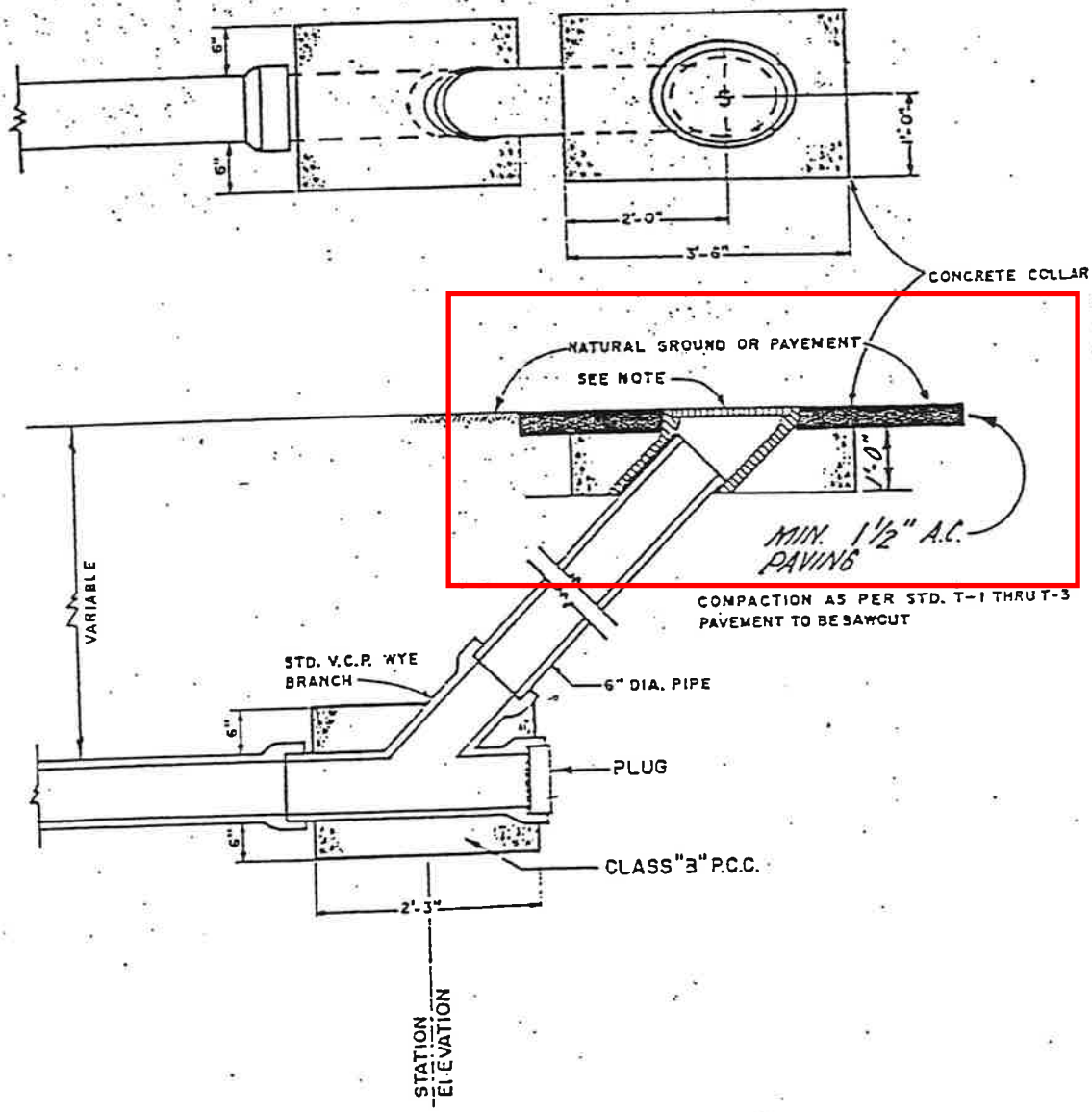
DATE 9/81

REV. 2/96

APPROVED BY: CITY ENGINEER

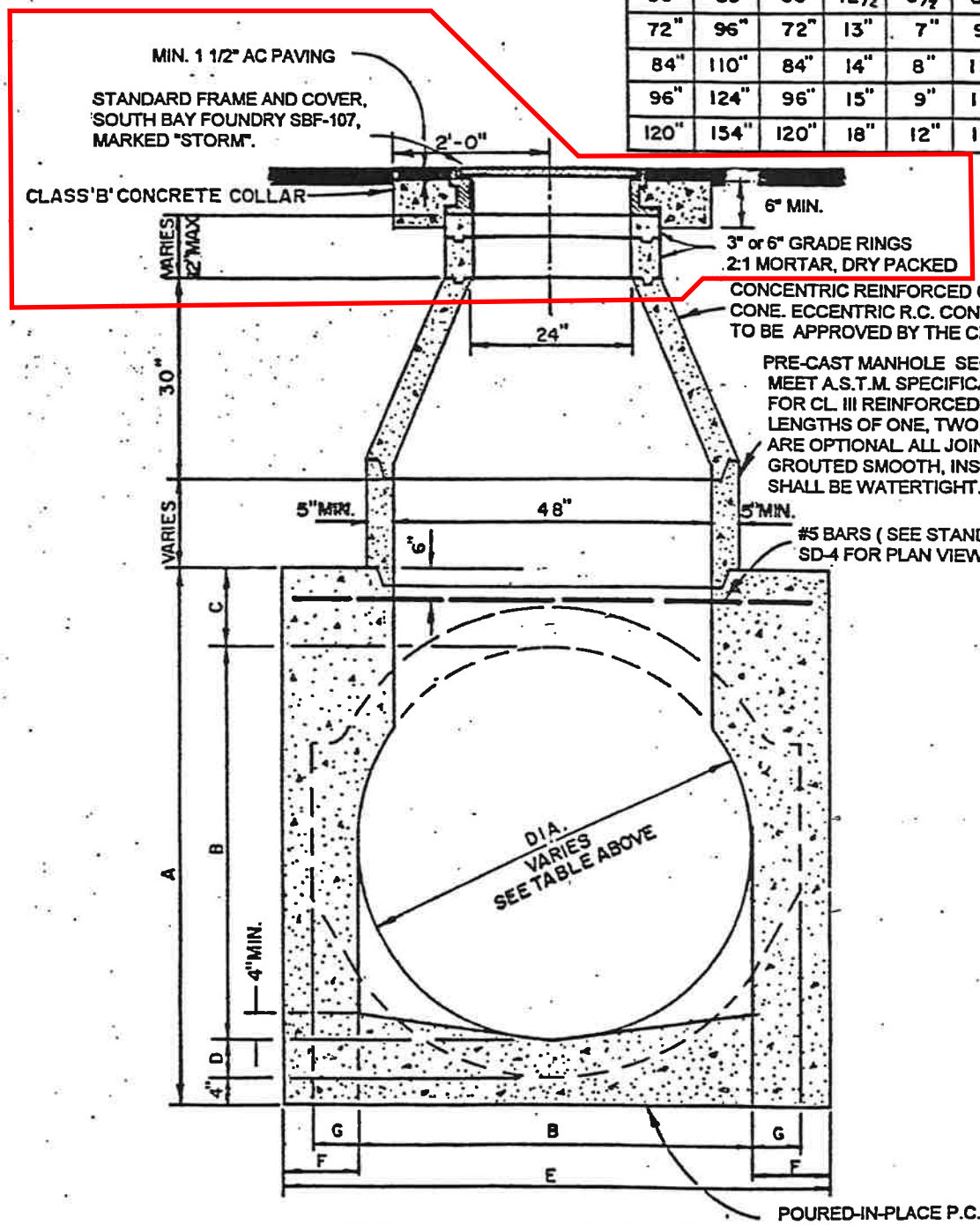
DATE: 2-22-96

NOTE:
(1) CASTING – FRAME AND COVER – PINKERTON FOUNDRY No. A-490 – PHOENIX IRON WORKS No. PF 1012-L – OR APPROVED EQUAL.



ENGINEERING DIVISION		CITY OF ATWATER, CALIF.	STANDARD PLAN
TITLE	CLEANOUT		S-4 (MODIFIED)
DRN.	APPROVED BY:	DATE: 8/24/98	
DATE	JOHN E. MEDINA, CITY ENGINEER		
REV.			

DIA.	A	B	C	D	E	F	MIN. G
54"	75"	54"	11½"	5½"	75"	10½"	5½"
60"	82"	60"	12"	6"	82"	11"	6"
66"	89"	66"	12½"	6½"	89"	11½"	6½"
72"	96"	72"	13"	7"	96"	12"	7"
84"	110"	84"	14"	8"	110"	13"	8"
96"	124"	96"	15"	9"	124"	14"	9"
120"	154"	120"	18"	12"	154"	17"	12"



TYPICAL CONCENTRIC MANHOLE 54" THRU 120"

CLASS 'A' P.C.C. CONFORMINGTO SECTION 90, STANDARD SPECIFICATIONS, STATE OF CALIFORNIA, 1992 EDITION OR AN APPROVED EQUAL, SHALL BE USED FOR M.H. BASES AND C.I.P.P.

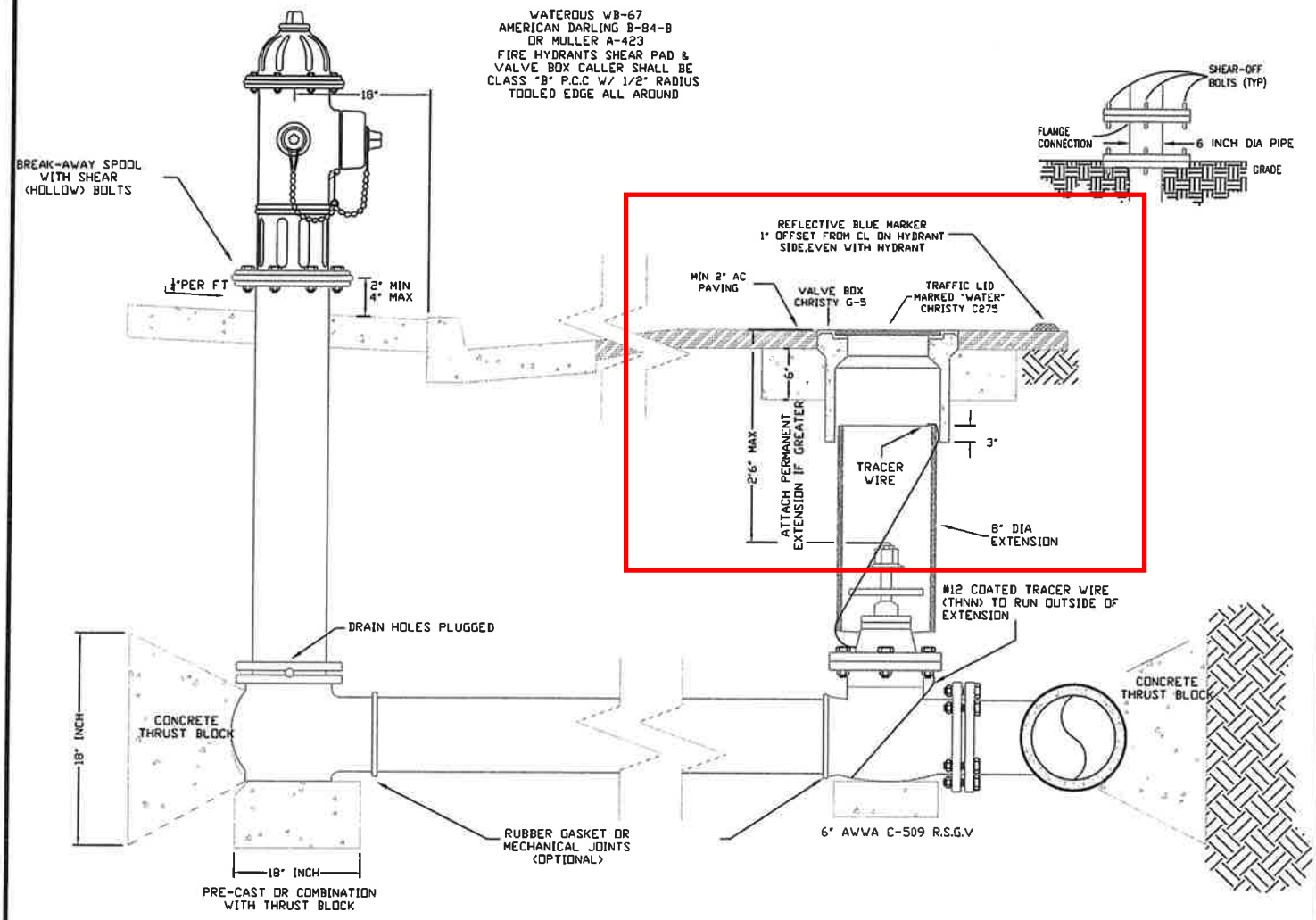
ENGINEERING DIVISION — CITY OF ATWATER, CALIF.

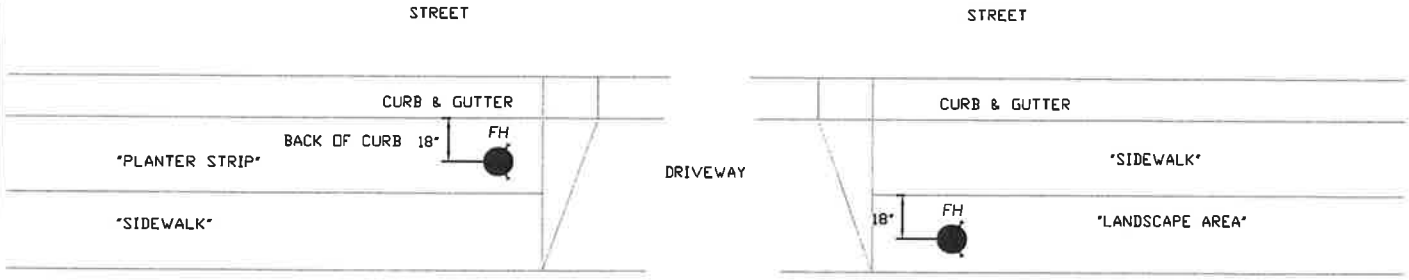
TITLE: STORM DRAIN M.H. FOR 54"-120" C.I.P.P.

STANDARD PLAN: SD-3

DRN. H.E.D. | DATE 8/81 | REV. 2/96

APPROVED BY: John A Haring, CITY ENGINEER — DATE: 2-22-96





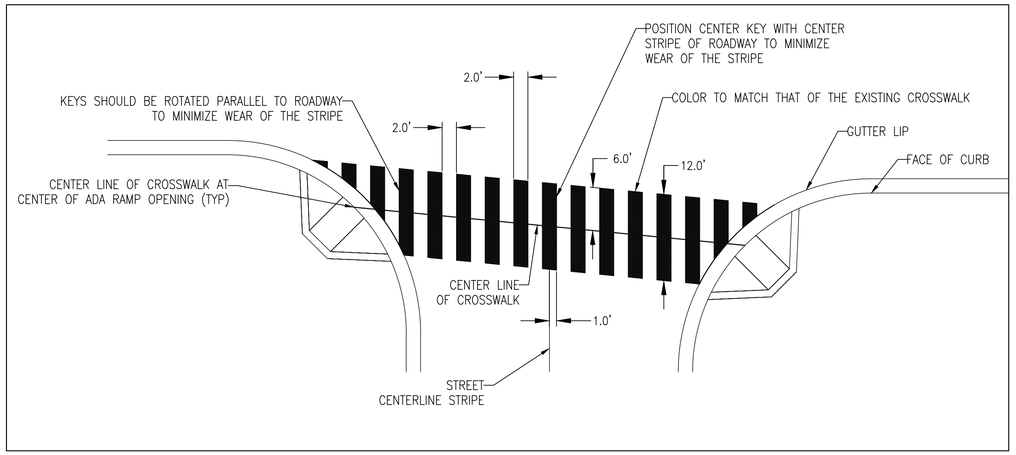
TYPICAL LOCATIONS

FIRE HYDRANTS SHALL BE PLACED AS DIRECTED BY THE CITY ENGINEER. A MIN OF 5' DISTANCE FROM DRIVEWAYS, 10' FROM SEWER, VAULTS, PULL BOXES, U/G TRANSFORMERS MANHOLES. 20' FROM POWER POLES, STREET LIGHTS & TREES.

REV.		BY	FIRE HYDRANT INSTALLATION DETAILS	CITY OF ATWATER STANDARD DETAIL		
			APPROVED COMMUNITY DEVELOPMENT DEPARTMENT	DRAWN:		NO.
				DATE:	11/10/10	WA-08
				SCALE:		

SIGNING AND STRIPING NOTES (THIS SHEET ONLY):

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, SIGN SPECIFICATION SHEETS, THE 2026 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2026 CALIFORNIA MUTCD), AND THE PROJECT SPECIFICATIONS.
2. All STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
3. EXISTING STRIPING TO BE REMOVED SHALL BE DONE BY GRINDING. AFTER GRINDING, SLURRY SEAL SHALL BE APPLIED TO THE AREA PURSUANT TO THE PROJECT SPECIFICATIONS. APPLY TYPE II SLURRY SEAL IN A RECTANGULAR SHAPE TO COVER EXISTING PAVEMENT MARKING AND 3" BEYOND ANY EDGE OF THE SYMBOL THAT WAS REMOVED.
4. ALL CROSSWALKS SHALL BE CONTINENTAL 12 FEET WIDE, OUTSIDE EDGE TO OUTSIDE EDGE, AS PER DETAIL A ON THIS SHEET.
5. FURNISH AND INSTALL BLUE FIRE HYDRANT LOCATION PAVEMENT MARKERS PURSUANT TO DETAIL C ON THIS SHEET.
6. CONTRACTOR SHALL UTILIZE TABLE 1 ON THIS SHEET TO DETERMINE THE TYPE OF NEW DETAIL TO PAINT. HOWEVER, THE CENTERLINE OF JUNIPER AVENUE SHALL BE A DETAIL 22.
7. THE WIDTH OF THE STRIPING DETAILS SHALL BE PURSUANT TO THE CA MUTCD. IN CASES WHERE THE CA MUTCD PROVIDES LOCAL AGENCIES THE CHOICE BETWEEN FOUR(4) INCH OR SIX(6) INCH STRIPES, FOUR(4) INCH STRIPES SHALL BE USED.

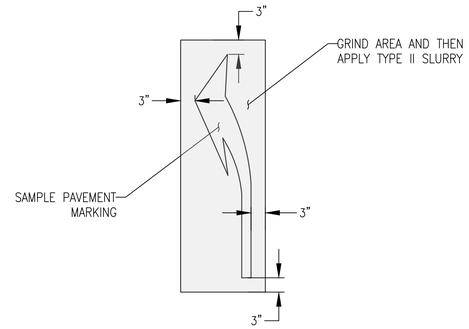


HIGH VISIBILITY CROSSWALK – DETAIL A
N.T.S.

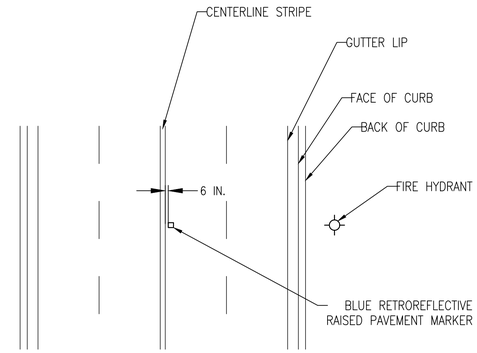
TABLE 1: STRIPING DETAIL CROSS REFERENCE

EXISTING DETAIL No.	REPLACE WITH DETAIL No.
4	2
7	6
10	9
13	*12
17	16
20	*19
23	22
30	29
33	32
38c	38
40a	40

* FOR SPEEDS ≥ 45 MPH



SAMPLE PAVEMENT MARKING AREA TO BE REMOVED – DETAIL B
N.T.S.



FIRE HYDRANT LOCATION PAVEMENT MARKERS – DETAIL C
N.T.S.

USA
KNOW WHAT'S BELOW BEFORE YOU DIG,
CALL
1-800-227-2600

REGISTERED PROFESSIONAL ENGINEER
JOSE LUIS BENAVIDES
No.C 62971
Exp:06/30/26
CIVIL
STATE OF CALIFORNIA

R.C.E. 62971 — DATE 02/24/26

REVISIONS	Date	By

PREPARED FOR:
THE CITY OF ATWATER
750 BELLEVUE ROAD
ATWATER, CA 95301

PREPARED BY:
JLB TRAFFIC ENGINEERING, INC.
516 W. SHAW AVE., STE. 103
FRESNO, CA 93704
PHONE: (559) 570-8991
EMAIL: info@JLBtraffic.com

CITY OF ATWATER
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

RESTRIPING VARIOUS STREETS

SIGNING AND STRIPING DETAILS

Scale: AS NOTED — Date: 02/24/2026
Fld. Bk.: ____ Drawn: JR Checked: JLB
Approved By: ____
Sheet 1 of 1
File No. ____

Drawing: P:\JLB Projects\2025 Annual Master Details\City Of Atwater-Restriping Various Streets\Dwg Details - Striping File.dgn
Feb 24, 2026 - 3:56pm
Plot by:

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

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

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

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of $4,200 per Day of delay in excess of the time specified for the completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Consolidated Engineering, Inc.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT “F”

PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Atwater (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to Consolidated Engineering, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

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

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

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

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

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

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

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

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

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

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

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Exhibit G
Fleet Compliance Certification.

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

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder:_____

Signature: _____

Name: _____

Title: _____

Date: _____

PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha
Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Jonnie Hanson Lan, Community Development Director
PREPARED BY: Lisa Baladad, Executive Assistant
SUBJECT: **Community Development Department Quarterly Update** (Community Development Department Director Hanson Lan)

RECOMMENDED COUNCIL ACTION

I. BACKGROUND/ANALYSIS:

CDD Q1 Update January - March 2026
This quarter reflects continued progress in positioning the City of Atwater for housing compliance, infrastructure readiness, and economic growth. Key efforts include advancement of the Housing Element toward State certification, progress on the General Plan Update and EIR, and continued investment in infrastructure and permitting efficiency improvements.

- New CDD Director
- Various meetings with individual Council members to understand Council vision and priorities.
- Met with various stakeholders.

PLANNING and HOUSING DIVISIONS

- Housing Element submitted for third-round State review; nearing substantial compliance.
- Housing Element certification critical to maintaining local control.
- Zoning updates will be required following certification.
- General Plan Administrative Draft under review; EIR nearing completion. EIR will allow CEQA streamlining.
- CloudPermit training and workflow modernization underway.
- Recruitment completed for Planning vacancy.

ENGINEERING DIVISION

- Citywide Signal Synchronization nearing 100% design.
- Bellevue Road Realignment at 65% design.
- Green Sands Utilities project scheduled for Council award.
- Street overlay and restriping projects out to bid.
- Multiple construction projects active citywide.

BUILDING DIVISION

- Expanded CloudPermit (the city's online permitting software) functionality.
- Implementation of Xpress Bill Pay system.
- Continued strong permit activity and development pipeline.

Permits Submitted: 176
Permits Issued: 164
Building Inspections: 417
Business License Inspections: 17

ECONOMIC DEVELOPMENT

- Continued development activity along key corridors.
- Coordination with infrastructure planning to support growth.
- We are ensuring cannabis businesses are in compliance, including the collection of regulatory fees.
- Approximately 75 businesses have paid for or renewed their business licenses.

II. FISCAL IMPACTS:

NA

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 of Atwater's 2026-2030 Strategic Plan: Promote transparency through Communication.

V. ALTERNATIVES:

NA

VI. INTERDEPARTMENTAL COORDINATION:

This item has been coordinated with all the necessary departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to speak on this item.

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:

This is an informational item only.

Submitted by:



Jonnie Hanson Lan, Community Development Director

Approved by:



Chris Hoem, City Manager

Attachments:

PLANNING COMMISSION
AGENDA REPORT

PLANNING COMMISSION

Don Borgwardt, Chair
Mayra Sanchez-Garcia Jag Mokha

Michael Gomez Shawn Conour

MEETING DATE: April 13, 2026
TO: Mayor and City Council
FROM: Christopher Hoem, City Manager
PREPARED BY: Christopher Hoem, City Manager
SUBJECT: **Discussion and Possible Direction Regarding City-Owned Water Tower Property** (City Manager Hoem)

RECOMMENDED COUNCIL ACTION

Motion to begin a Surplus Lands Act process for the Water Tower property; or

Not begin a Surplus Lands Act process for the Water Tower property.

I. BACKGROUND/ANALYSIS:

Local residents Adam Conour and Shawn Conour have expressed interest in converting the Atwater Water Tower, located at northeast corner of Park St and Cedar Ave, into a mixed use residential and commercial project. The APN for the site is 003-042-005. It is approximately 3.9 acres in size, contiguous and including the Memorial Ballpark. A simple aerial map and APN map are attached to this staff report.

Before staff proceeds with any analysis or processing of the property under the Surplus Lands Act, staff seeks direction from the City Council.

II. FISCAL IMPACTS:

The financial impacts are not yet quantified; staff awaits Council direction on whether to begin analysis of any alternative uses of the Water Tower site.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

Analysis of existing policy is pending Council direction.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by relevant departments.

VII. PUBLIC PARTICIPATION:

The public may provide comments prior to Council action on this item.

VIII. ENVIRONMENTAL REVIEW:

Environmental analysis on this item is pending Council direction, among other processing milestones, if any.

IX. STEPS FOLLOWING APPROVAL:

Staff will follow City Council direction on this item.

Submitted and Approved by:



Chris Hoem, City Manager

Attachments:

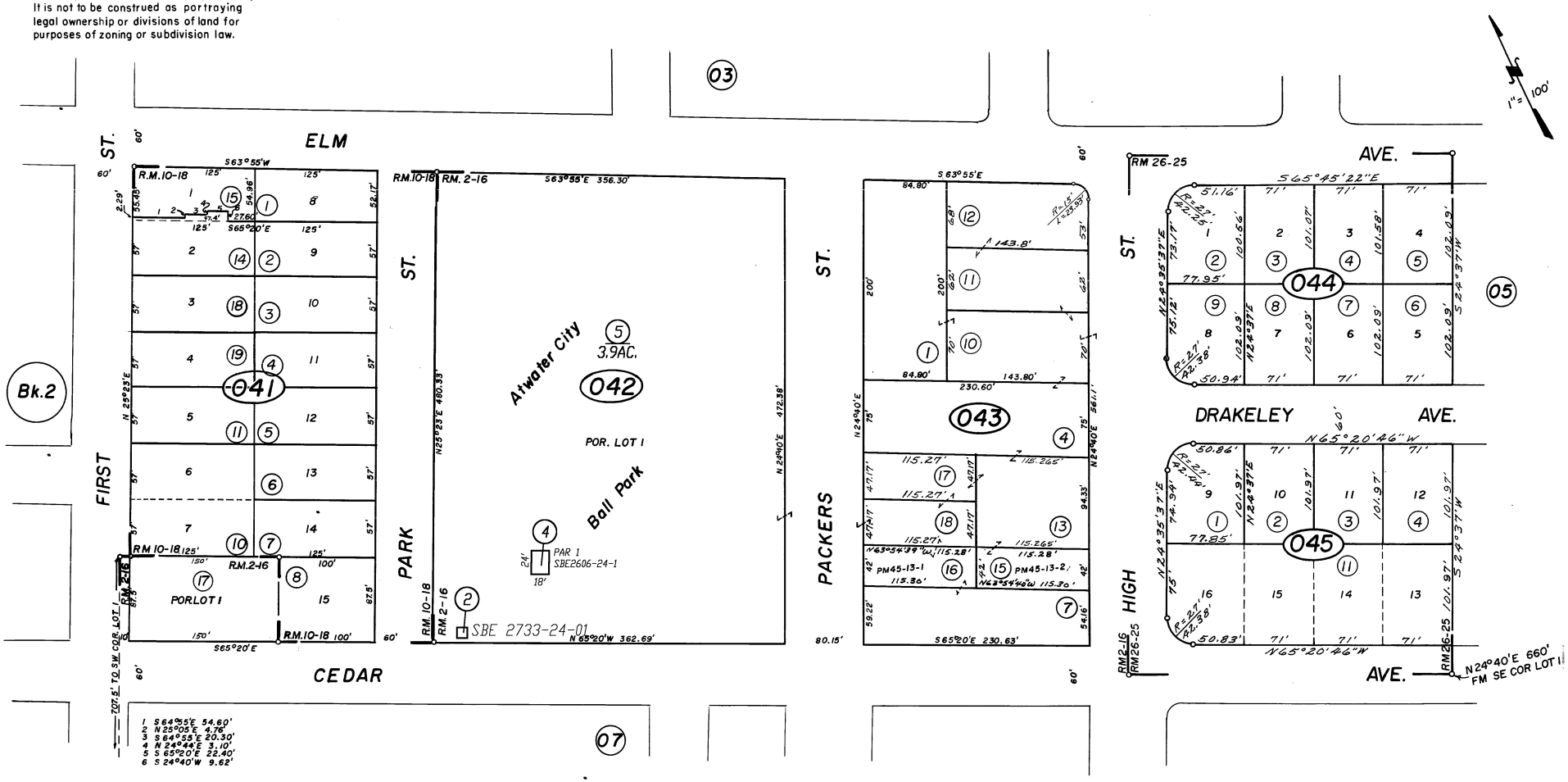
1. APN Ballpark
2. Aerial Ballpark

POR. S 1/2 SEC. 1, T. 7 S. R. 12 E., M.D.B.& M.

Tax Rate Area 1-05

3-04

— 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.



Subdivision of Lands of C.C. Mitchell, R.M. Bk. 2 Pg. 16
Firemen's Home Tract, R.M. Bk. 10 Pg. 18
High Street Subdivison, R.M. Vol. 26 Pg. 25

REVISED 7/62 12-28-06
11/74
1/80
2/84

NOTE—Assessor's Block Numbers shown in Ellipses
Assessor's Parcel Numbers shown in Circles

City of Atwater
Assessor's Map Bk. 3 -Pg. 04
County of Merced, Calif.
1956


Elm Ave
Park St
Eucalyptus St
Elm Ave
Park St
Atwater
Memorial
Ballpark
Park St
AtwaterWater Tower
Packers St
Cedar Ave
Cedar Ave
Cedar Ave
Cedar Ave