

In accordance with SB 707, this meeting will be conducted in a hybrid model with both in-person and virtual attendance. Attend this meeting remotely using Zoom.
<https://zoom.us/j/7701740377?pwd=pAMeIxIlzMrhc6NZR2PbXmQedPslbw.1&omn=97945627534>

*To request to speak, use the “raise hand” function in Zoom. To join by phone: Dial +1 (669) 900-6833 (Toll Free) and enter Meeting ID: 770 174 0377. To provide public comment by phone, Press *9 and wait to be recognized by the Mayor.*

- *Livestream online at www.atwater.org (Please be advised that there is a broadcasting delay).*
- *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, and those requesting to give or receive live bilingual translation during a meeting, should contact the City in advance of the meeting, and as soon as possible, at (209) 357-6241.

Under SB 707, the City will reasonably assist members of the public who wish to bring their own translator or translation device to participate in a public meeting. Although the City is not required by law to provide translation services as a courtesy, and when staffing permits, the City may have a Spanish language translator available to assist members of the public. The City cannot guarantee the accuracy of any translation service it provides.

CITY OF ATWATER

City Council

AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

August 24, 2026

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL: (City Council)

Ambriz ____, **Cale ____**, **Raymond ____**, **Rochester ____**, **Nelson ____**

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

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

PRESENTATIONS

1. Oath of Office - Chief of Police

Staff's Recommendation: That City Clerk Billings administer the ceremonial oath of office to the newly appointed Chief of Police: William Novetzke

2. American Medical Response (Daniel Iniquez, Regional Director and Rich Silva, Director of Communications)

Staff's Recommendation: That American Medical Response present their six month report.

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.

WARRANTS

3. a.) August 6, 2026
b.) August 13, 2026

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

MINUTES: (City Council)

4. a.) May 26, 2026 - Regular meeting
b.) June 8, 2026 - Regular meeting
c.) June 22, 2026 - Regular meeting
d.) July 13, 2026 - Regular meeting
e.) August 10, 2026 - Regular meeting
f.) August 19, 2026 - Special meeting

Staff's Recommendation: Acceptance of minutes as listed.

RESOLUTIONS

5. **Approving Amendment No. 4 to the Professional Service Agreement to DataPath Inc of Modesto, California for Augmented Managed Information Technology (IT) Support Services** (Public Works Director Vinson)

Staff's Recommendation: Adoption of Resolution No. 3645-26, Approving Amendment No. 4 to Professional Service Agreement, in a form approved by the City Attorney, to Data Path Inc of Modesto, California for Augmented Managed Information Technology Support Services; and authorizes and directs the City Manager to execute Amendment No. 4 on behalf of the City

ORDINANCES (WAIVING SECOND READING AND ADOPTION):

6. **Adoption of an Ordinance CS 1083 Adopting a Zoning Ordinance Text Amendment Amending Chapter 17.12 Entitled Administration and General Conditions of the Atwater Municipal Code and Adopting Zoning Map Amendment to the Official Atwater Zoning Map** (Community Development Director Hanson Lan)

Staff's Recommendation: Waiving the Second Reading and Adoption of Ordinance No. CS 1083 adopting Zoning Ordinance Text Amendment amending Chapter 17.12 Administration and General Conditions of the Atwater Municipal Code and amending the City of Atwater Zoning Map.

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

REPORTS AND PRESENTATIONS FROM STAFF:

7. **Awarding a General Construction Contract with Consolidated Engineering Inc. for the East Broadway Overlay Project** (Public Works Director Vinson)

Staff's Recommendation: Motion to adopt Resolution No. 3646-26 awarding a General Construction Contract, in a form approved by the

City Attorney, to Consolidated Engineering Inc. of Valley Springs, CA, for the East Broadway Overlay Project, City Project 26-01, Bid Call No. 737-26, in an amount not to exceed \$293,580 and authority construction contract change orders up to an aggregate amount of \$44,037 (15%); and authorize and direct the City Manager or designee to execute all contract documents and sign a Notice of Completion on behalf of the City; or

Motion to adopt staff's recommendation as presented.

8. **Finance Director Employment Agreement with Sara N. Miller** (Interim City Manager Martin)

Staff's Recommendation: Motion to adopt Resolution No. 3647-26 to ratify Finance Director Employment Agreement in the annual amount of \$145,672.97 plus benefits with Sara N. Miller, in a form approved by the City Attorney; and authorize and direct the Interim City Manager to execute the Agreement on behalf of the City; or

Motion to approve staff's recommendation as presented.

9. **City Manager Employment Agreement with Janell A. Martin** (City Attorney Splendorio)

Staff's Recommendation: Motion to adopt Resolution No. 3648-26 to appoint Janell A. Martin as City Manager and approve City Manager Employment Agreement, in a form approved by the City Attorney, with Janell Martin; and authorize and direct the Mayor to execute the agreement on behalf of the City.

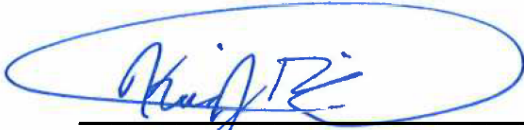
CITY COUNCIL REPORTS/UPDATES

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

ADJOURNMENT

CERTIFICATION:

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


KORY J. BILLINGS
CITY CLERK**SB 343 NOTICE**

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

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



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

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

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.

Warrant Summary August 6, 2026

Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

Date	Description	Amount
7/31/26 - 8/5/26	Prewrittens (Checks Processed Between Warrants)	\$ -
8/6/2026	Warrant	\$ 902,069.19
Total		\$ 902,069.19

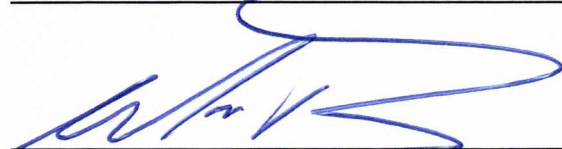
Additional Warrants

Date	Description	Amount
Total		\$ -

Payroll

Date	Description	Amount
Total		\$ -

Grand Total:	\$ 902,069.19
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Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 8/10/2026 - 1:31 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	08/06/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		180.74
0	08/06/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		2,170.04
0	08/06/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		30,680.73
0	08/06/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		186.07
0	08/06/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		36.28
0	08/06/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		64,583.33
0	08/06/2026	0001 General Fund	Electronic Pmt Processing Exp	CHASE MERCHANT SERVICES		65.53
0	08/06/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		173,111.46
0	08/06/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		36.29
0	08/06/2026	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		102,500.00
0	08/06/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	VANCO PAYMENT SOLUTIONS		36.28
Check Total:						373,586.75
31517	08/06/2026	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		745.14
31517	08/06/2026	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		745.14
31517	08/06/2026	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		745.14
31517	08/06/2026	0001 General Fund	Professional Services	ABS DIRECT INC		548.03
Check Total:						2,783.45
31518	08/06/2026	0001 General Fund	Special Departmental Expense	AIRGAS USA LLC		157.21
Check Total:						157.21
31519	08/06/2026	6010 Sewer Enterprise Fund	Professional Services	AM PECHE & ASSOCIATES LLC		550.00
31519	08/06/2026	3064 RDVLPMT Obligation Retirement	Professional Services	AM PECHE & ASSOCIATES LLC		450.00
Check Total:						1,000.00
31520	08/06/2026	0001 General Fund	Youth Volleyball	AMAZON CAPITAL SERVICES		429.56
31520	08/06/2026	6010 Sewer Enterprise Fund	Small Tools	AMAZON CAPITAL SERVICES		305.35
31520	08/06/2026	7000 Internal Service Fund	Small Tools	AMAZON CAPITAL SERVICES		347.99
31520	08/06/2026	0004 Public Safety Trans & Use Tax	Machinery & Equipment	AMAZON CAPITAL SERVICES		343.37
31520	08/06/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	AMAZON CAPITAL SERVICES		51.65
31520	08/06/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		50.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31520	08/06/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		89.47
31520	08/06/2026	0001 General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		51.58
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		150.72
31520	08/06/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		-50.00
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		2,898.06
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		978.73
31520	08/06/2026	0001 General Fund	Fire Marshal Supplies	AMAZON CAPITAL SERVICES		44.09
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		35.78
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		1,690.29
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		96.10
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		12.39
31520	08/06/2026	0001 General Fund	Castle Youth Center Expense	AMAZON CAPITAL SERVICES		61.97
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		13.69
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.70
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		61.32
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		26.09
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		152.72
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		36.95
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		15.87
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.95
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.18
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		134.75
31520	08/06/2026	0001 General Fund	Castle Youth Center Expense	AMAZON CAPITAL SERVICES		116.90
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		16.62
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		413.45
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		57.67
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		26.09
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		12.39
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		97.86
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		74.17
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		34.09
31520	08/06/2026	0001 General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		42.39
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		10.30
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		25.75
31520	08/06/2026	1011 Gas Tax/Street Improvement	Small Tools	AMAZON CAPITAL SERVICES		113.87
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		103.12
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		57.63
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		245.78
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		54.69
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		5.64
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		43.47
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		170.80
31520	08/06/2026	0001 General Fund	Castle Youth Center Expense	AMAZON CAPITAL SERVICES		5.43
31520	08/06/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		64.24

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31524	08/06/2026	7030 Information Technology Fund	Professional Services	CIVICPLUS LLC		10,040.08
				Check Total:		10,040.08
31525	08/06/2026	0004 Public Safety Trans & Use Tax	Special Departmental Expense	CODE 3 INK		1,000.00
31525	08/06/2026	0001 General Fund	Special Departmental Expense	CODE 3 INK		2,037.14
31525	08/06/2026	0001 General Fund	Uniform & Clothing Expense	CODE 3 INK		1,000.00
				Check Total:		4,037.14
31526	08/06/2026	0001 General Fund	Travel/Conferences/Meetings	JULIA CORONADO		30.54
				Check Total:		30.54
31527	08/06/2026	0001 General Fund	Professional Services	CSG CONSULTANTS, INC.		7,840.00
31527	08/06/2026	0001 General Fund	Inspection Fees	CSG CONSULTANTS, INC.		7,280.00
				Check Total:		15,120.00
31528	08/06/2026	0001 General Fund	Contracted Recreation Classes	MARY ANN DAVIS		318.50
				Check Total:		318.50
31529	08/06/2026	1041 General Plan Update Fund	Professional Services	DE NOVO PLANNING GROUP		54,848.00
				Check Total:		54,848.00
31530	08/06/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		167.78
31530	08/06/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		167.78
				Check Total:		335.56
31531	08/06/2026	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	FINELINE STRIPING		530.00
31531	08/06/2026	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	FINELINE STRIPING		9,395.00
				Check Total:		9,925.00
31532	08/06/2026	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		634.35
31532	08/06/2026	7000 Internal Service Fund	Professional Services	GARTON TRACTOR INC		950.00
				Check Total:		1,584.35
31533	08/06/2026	0001 General Fund	Field Rentals	HORIZON DISTRIBUTORS INC		212.82
				Check Total:		212.82
31534	08/06/2026	1020 Parks and Recreation Fund	Osborn Park Renovation	INTERWEST CONSULTING GROUP		8,772.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		107.96
31520	08/06/2026	1011 Gas Tax/Street Improvement	Small Tools	AMAZON CAPITAL SERVICES		113.87
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		108.70
31520	08/06/2026	0004 Public Safety Trans & Use Tax	Machinery & Equipment	AMAZON CAPITAL SERVICES		272.85
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		240.52
31520	08/06/2026	0004 Public Safety Trans & Use Tax	Machinery & Equipment	AMAZON CAPITAL SERVICES		115.62
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		521.63
31520	08/06/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		267.51
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		34.73
31520	08/06/2026	0001 General Fund	Castle Youth Center Expense	AMAZON CAPITAL SERVICES		163.11
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.18
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		16.30
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		31.64
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		23.46
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		26.74
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		21.25
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		240.52
31520	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		139.95
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		226.76
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		287.69
31520	08/06/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		380.61
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		86.98
31520	08/06/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		51.75
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		4.99
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		190.08
31520	08/06/2026	1011 Gas Tax/Street Improvement	Small Tools	AMAZON CAPITAL SERVICES		65.22
31520	08/06/2026	7000 Internal Service Fund	Small Tools	AMAZON CAPITAL SERVICES		13.42
31520	08/06/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		183.56
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		40.27
31520	08/06/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		152.72
31520	08/06/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		110.13
Check Total:						14,230.39
31521	08/06/2026	0001 General Fund	Travel/Conferences/Meetings	LISA BALADAD		20.25
Check Total:						20.25
31522	08/06/2026	0001 General Fund	Community Center Deposits	BLUE DIAMOND GROWERS		350.00
Check Total:						350.00
31523	08/06/2026	0001 General Fund	Youth Volleyball	JOSE CASTILLO		85.00
Check Total:						85.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31543	08/06/2026	5011 Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		28.91
31543	08/06/2026	5003 Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		42.86
31543	08/06/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		50,389.89
31543	08/06/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		15,539.62
31543	08/06/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		10,667.66
31543	08/06/2026	5006 Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		17.70
31543	08/06/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		790.21
31543	08/06/2026	5017 Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		22.96
31543	08/06/2026	5013 Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		25.69
31543	08/06/2026	5002 Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		153.99
31543	08/06/2026	5007 Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		26.29
31543	08/06/2026	5019 Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		724.97
31543	08/06/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		7,195.39
Check Total:						117,979.60 ✓
31544	08/06/2026	0001 General Fund	Special Departmental Expense	PACIFIC STORAGE COMPANY		292.10
Check Total:						292.10 ✓
31545	08/06/2026	0004 Public Safety Trans & Use Tax	Professional Services	PEREGRINE TECHNOLOGIES INC		37,500.00
Check Total:						37,500.00
31546	08/06/2026	1017 RSTP-Regional Surf Transp Prog	Overlay-Various Streets	QUAD KNOFF		10,429.00 ✓
Check Total:						10,429.00
31547	08/06/2026	0001 General Fund	Community Center Deposits	GRACIELA SEGOVIA		350.00
31547	08/06/2026	0001 General Fund	Community Center Deposits	GRACIELA SEGOVIA		210.00 ✓
Check Total:						560.00
31548	08/06/2026	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		1,160.75
31548	08/06/2026	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		640.97 ✓
Check Total:						1,801.72
31549	08/06/2026	0001 General Fund	Youth Indoor Soccer	KRISTEN SUMMERTON		75.00 ✓
Check Total:						75.00
31550	08/06/2026	0001 General Fund	Professional Services	THE SIGN GUYS		14,800.00 ✓
Check Total:						14,800.00
31551	08/06/2026	6010 Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		201,709.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						8,772.00
31535	08/06/2026	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		14,281.65
Check Total:						14,281.65
31536	08/06/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		65.35
Check Total:						65.35
31537	08/06/2026	6010 Sewer Enterprise Fund	Professional Services	JORGENSEN COMPANY		230.00
Check Total:						230.00
31538	08/06/2026	0001 General Fund	Miscellaneous	LOOMIS		837.85
Check Total:						837.85
31539	08/06/2026	0001 General Fund	Castle Park Deposits	GLADYS MONTANEZ		200.00
Check Total:						200.00
31540	08/06/2026	0001 General Fund	Castle Park Deposits	ROBERT MORRIS		200.00
Check Total:						200.00
31541	08/06/2026	0001 General Fund	Community Center Deposits	PANG MOUA		350.00
31541	08/06/2026	0001 General Fund	Community Center Deposits	PANG MOUA		210.00
31541	08/06/2026	0001 General Fund	Community Center Deposits	PANG MOUA		210.00
Check Total:						770.00
31542	08/06/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		2,710.49
Check Total:						2,710.49
31543	08/06/2026	5036 Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		45.86
31543	08/06/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		56.03
31543	08/06/2026	5004 Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		16.07
31543	08/06/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		2,298.17
31543	08/06/2026	5008 Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		216.79
31543	08/06/2026	5001 Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		343.75
31543	08/06/2026	5009 Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		929.20
31543	08/06/2026	5005 Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		53.68
31543	08/06/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		19,778.55
31543	08/06/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,642.30
31543	08/06/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		6,973.06

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						201,709.00
31552	08/06/2026	7000 Internal Service Fund	Utilities	WEST COAST GAS COMPANY INC		32.82
Check Total:						32.82
31553	08/06/2026	7000 Internal Service Fund	Operations & Maintenance	WEST MARK		157.57
Check Total:						157.57
Report Total:						902,069.19

Warrant Summary August 13, 2026

Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

Date	Description	Amount
8/7/26 - 8/12/26	Prewrittens (Checks Processed Between Warrants)	\$ 350.00
8/13/2026	Warrant	\$ 447,609.13
Total		\$ 447,959.13

Additional Warrants

Date	Description	Amount
8/7/2026	AFSCME District Council 57	\$ 1,130.64
8/7/2026	Atwater Police Officers Association	\$ 2,838.70
8/7/2026	CALPERS Employee 457 Plan	\$ 3,052.00
8/7/2026	EPARS Employee 457 Plan (PNC Bank)	\$ 1,700.00
8/7/2026	PERS Retirement	\$ 65,437.55
8/7/2026	State Disbursement - Child Support	\$ 363.69
Total		\$ 74,522.58

Payroll

Date	Description	Amount
8/6/2026	Net Payroll	\$ 217,870.04
8/7/2026	Federal Taxes	\$ 67,462.97
8/7/2026	State Taxes	\$ 9,319.57
Total		\$ 294,652.58

Grand Total:	\$ 817,134.29
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Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 8/18/2026 - 10:17 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	08/07/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		1,083.52
0	08/07/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,188.02
0	08/07/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		89.24
0	08/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		40.36
0	08/07/2026	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	08/07/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		23,042.56
0	08/07/2026	0001 General Fund	Deferred Compensation	PNC BANK		1,300.00
0	08/07/2026	0001 General Fund	Deferred Compensation	CALPERS		3,027.00
0	08/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		381.59
0	08/07/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		381.59
0	08/07/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		736.66
0	08/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		89.24
0	08/07/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,130.64
0	08/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		48.36
0	08/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		7,907.22
0	08/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,446.01
0	08/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,244.05
0	08/07/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		11,784.72
0	08/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		11.31
0	08/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		17,135.42
0	08/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		18,160.89
0	08/07/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,007.46
0	08/07/2026	0001 General Fund	Deferred Compensation	CALPERS		25.00
0	08/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,007.46
0	08/07/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,869.54
0	08/07/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		9.44
0	08/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		567.91
0	08/07/2026	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		363.69
0	08/07/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		17,135.42
0	08/07/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		450.03
0	08/07/2026	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,838.70
0	08/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		390.51
0	08/07/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,011.56

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
Check Total:						151,305.12
31554	08/07/2026	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
Check Total:						100.00
31555	08/07/2026	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		250.00
Check Total:						250.00
Report Total:						151,655.12

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 8/18/2026 - 10:09 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	08/13/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		682.22
0	08/13/2026	7010 Employee Benefits Fund	General Administration-Ins	PERS-HEALTH		90.82
0	08/13/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		112.86
0	08/13/2026	0001 General Fund	Pers Health Payable	PERS-HEALTH		113,527.66
0	08/13/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		372.49
0	08/13/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		86.95
0	08/13/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		682.22
0	08/13/2026	6010 Sewer Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
0	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		86.89
0	08/13/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		682.22
0	08/13/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		634.57
0	08/13/2026	7010 Employee Benefits Fund	Unemployment Insurance	EMPLOYMENT DEVELOPMENT DEPT.		1,732.00
0	08/13/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		420.71
0	08/13/2026	0001 General Fund	Office Supplies	QUADIENT FINANCE USA INC		2,000.00
0	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	CHEVRON USA INC.		101.33
0	08/13/2026	6000 Water Enterprise Fund	Rents & Leases	UBEO WEST LLC		169.77
0	08/13/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		339.50
0	08/13/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		437.39
0	08/13/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.28
0	08/13/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	PERS-HEALTH		11,664.00
0	08/13/2026	0001 General Fund	Office Supplies	QUADIENT FINANCE USA INC		500.00
0	08/13/2026	0001 General Fund	Rents & Leases	UBEO WEST LLC		397.34
31556	08/13/2026	0001 General Fund	Office Supplies	AAA WORKSPACE		3.91
31556	08/13/2026	0001 General Fund	Office Supplies	AAA WORKSPACE		130.39
31557	08/13/2026	7000 Internal Service Fund	Professional Services	ASSOCIATES LOCK & SAFE SERVICE		115.00
31558	08/13/2026	0001 General Fund	Communications	AT&T		219.35
31559	08/13/2026	0001 General Fund	Communications	AT&T CALNET		287.87
31560	08/13/2026	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		1.98
31561	08/13/2026	7000 Internal Service Fund	Professional Services	ATWATER ELECTRIC		595.00
31561	08/13/2026	7000 Internal Service Fund	Professional Services	ATWATER ELECTRIC		297.50
31561	08/13/2026	7000 Internal Service Fund	Special Departmental Expense	ATWATER ELECTRIC		630.00
31561	08/13/2026	7000 Internal Service Fund	Special Departmental Expense	ATWATER ELECTRIC		280.00
31562	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	ATWATER RADIATOR AND MUFFLER SHOP		40.00
31563	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		-31.69

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31563	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		104.89
31563	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		31.69
31563	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		-31.69
31563	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		5.61
31563	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		31.54
31563	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		84.76
31563	08/13/2026	7000 Internal Service Fund	Small Tools	AUTOZONE INC		190.30
31563	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		31.69
31564	08/13/2026	0001 General Fund	Professional Services	BADAWI & ASSOCIATES		16,291.35
31565	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		39.68
31565	08/13/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.68
31565	08/13/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		5.80
31565	08/13/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	BIG CREEK LUMBER COMPANY		77.37
31565	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		33.93
31565	08/13/2026	6010 Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		59.94
31565	08/13/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		31.57
31565	08/13/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		70.22
31565	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		40.71
31565	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		71.32
31565	08/13/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		88.19
31565	08/13/2026	6000 Water Enterprise Fund	Professional Services	BIG CREEK LUMBER COMPANY		28.47
31565	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		23.69
31565	08/13/2026	7000 Internal Service Fund	Small Tools	BIG CREEK LUMBER COMPANY		259.66
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		49.44
31565	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		94.98
31565	08/13/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		33.93
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		-15.06
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		30.13
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		27.13
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		119.81
31565	08/13/2026	7000 Internal Service Fund	Small Tools	BIG CREEK LUMBER COMPANY		24.88
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		30.12
31565	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		58.12
31565	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		20.51
31565	08/13/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		79.30
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		58.12
31565	08/13/2026	6010 Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		8.72
31565	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		8.32
31565	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		90.48
31565	08/13/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		38.75
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		25.20
31565	08/13/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		24.31
31565	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		36.16
31565	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		22.29

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31565	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		112.43
31566	08/13/2026	6010 Sewer Enterprise Fund	Professional Services	BSK ASSOCIATES		2,070.00
31567	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		496.87
31568	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	CAL FARM SERVICES		31.24
31569	08/13/2026	6007 1,2,3-TCP Fund	Professional Services	CARBON SUPPLY INC		17,055.00
31570	08/13/2026	0001 General Fund	Community Center Deposits	CASTLE FAMILY HEALTH CENTERS INC.		350.00
31571	08/13/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		42.39
31571	08/13/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		36.59
31571	08/13/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
31571	08/13/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.59
31571	08/13/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.19
31571	08/13/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31571	08/13/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69
31572	08/13/2026	7030 Information Technology Fund	Memberships & Subscriptions	CIVICPLUS LLC		12,678.75
31573	08/13/2026	7000 Internal Service Fund	Communications	COMCAST		1,680.49
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		55.00
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
31574	08/13/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		50.00
31575	08/13/2026	7030 Information Technology Fund	Professional Services	DATA PATH		8,321.00
31575	08/13/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
31575	08/13/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		740.00
31575	08/13/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
31575	08/13/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,105.00
31575	08/13/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,476.50
31576	08/13/2026	0001 General Fund	Professional Services	DATA TICKET INC		101.00
31576	08/13/2026	0001 General Fund	Professional Services	DATA TICKET INC		410.00
31576	08/13/2026	0001 General Fund	Professional Services	DATA TICKET INC		410.00
31577	08/13/2026	7000 Internal Service Fund	Professional Services	MARTIN DURAN		390.00
31578	08/13/2026	0001 General Fund	Uniform & Clothing Expense	ELITE UNIFORMS		40.04
31579	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	FORD PRO		90.83
31580	08/13/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		151.02
31581	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		1,267.99
31581	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		732.14
31582	08/13/2026	0001 General Fund	Professional Services	HDL COREN & CONE		3,580.61
31583	08/13/2026	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		110.00
31584	08/13/2026	1020 Parks and Recreation Fund	Osborn Park Renovation	INTERWEST CONSULTING GROUP		9,990.00
31585	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		442.81
31586	08/13/2026	7000 Internal Service Fund	Small Tools	KELLOGG SUPPLY		37.88

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31586	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		126.04
31586	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		29.22
31586	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		543.13
31586	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		46.17
31586	08/13/2026	6010 Sewer Enterprise Fund	Small Tools	KELLOGG SUPPLY		133.85
31586	08/13/2026	7000 Internal Service Fund	Small Tools	KELLOGG SUPPLY		262.95
31586	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		25.95
31586	08/13/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	KELLOGG SUPPLY		160.57
31587	08/13/2026	7030 Information Technology Fund	Machinery & Equipment	KEY CODE MEDIA INC		689.02
31588	08/13/2026	0004 Public Safety Trans & Use Tax	Professional Services	LEXISNEXIS COPLOGIC SOLUTIONS INC		988.80
31589	08/13/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		-2,173.32
31589	08/13/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		13,500.65
31590	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		128.58
31591	08/13/2026	0001 General Fund	Miscellaneous	MERCED COUNTY TAX COLLECTOR		120.49
31592	08/13/2026	7000 Internal Service Fund	Professional Services	MIDSTATE AUTOMOTIVE EQUIPMENT COMP/		572.69
31593	08/13/2026	0003 General Fund Capital	City Wide Traffic Signal Synch	MINAGAR & ASSOCIATES INC		23,463.89
31593	08/13/2026	0007 Measure V Fund	City Wide Traffic Signal Synch	MINAGAR & ASSOCIATES INC		3,040.00
31594	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		743.37
31595	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		230.09
31595	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		108.47
31595	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		35.50
31596	08/13/2026	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,433.77
31597	08/13/2026	6000 Water Enterprise Fund	Professional Services	PRECISION CIVIL ENGINEERING, INC.		2,733.00
31598	08/13/2026	0001 General Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		78.33
31599	08/13/2026	6000 Water Enterprise Fund	Professional Services	PUMP PROS INC		640.00
31600	08/13/2026	0001 General Fund	Rents & Leases	QUADIENT, INC.		36.00
31600	08/13/2026	0001 General Fund	Special Departmental Expense	QUADIENT, INC.		121.56
31600	08/13/2026	0001 General Fund	Office Supplies	QUADIENT, INC.		114.00
31601	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	RAZZARI NISSAN		10.77
31602	08/13/2026	6000 Water Enterprise Fund	Machinery & Equipment	SANTANDER BANK NA		111,117.40
31603	08/13/2026	0001 General Fund	Special Departmental Expense	NATALIE SOBALVARRO		375.00
31604	08/13/2026	0001 General Fund	Professional Services	STREAMLINE AUTOMATION SYSTEMS, LLC		3,466.00
31605	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUNBELT RENTALS INC		158.23
31606	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,084.02
31606	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,355.03
31606	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		146.78
31606	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		824.63
31606	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		716.23
31606	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		851.73
31606	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,180.81
31607	08/13/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		6,170.02
31607	08/13/2026	7000 Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,982.33
31607	08/13/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		18,554.12
31608	08/13/2026	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	THE SIGN GUYS		801.66

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31608	08/13/2026	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	THE SIGN GUYS		1,415.84
31609	08/13/2026	0001 General Fund	Professional Services	TRANSUNION RISK AND ALTERNATIVE DATA		100.00
31610	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	UNDERGROUND SERVICE ALERT OF NORTHE		1,833.38
31610	08/13/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	UNDERGROUND SERVICE ALERT OF NORTHE		1,833.37
31610	08/13/2026	6000 Water Enterprise Fund	Special Departmental Expense	UNDERGROUND SERVICE ALERT OF NORTHE		1,833.38
31611	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		12,911.38
31611	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		256.60
31612	08/13/2026	0001 General Fund	Community Center Deposits	LIONZO VILLARREAL		350.00
31613	08/13/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN		698.69
31614	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		19.30
31614	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		6.73
31615	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	WINTON HARDWARE		39.40
31615	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		70.64
31615	08/13/2026	7000 Internal Service Fund	Operations & Maintenance	WINTON HARDWARE		48.42
31615	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		17.51
31615	08/13/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		2.54
Report Total:						447,609.13



CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

May 26, 2026

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

The City Council meeting was called to order at 6:00 PM.

INVOCATION:

Provided by City Clerk Billings.

PLEDGE OF ALLEGIANCE:

Led by Council Member Raymond.

ROLL CALL

Present: Mayor Nelson, Mayor Pro Tem Cale, Council Members Raymond, Rochester

Absent: Ambriz

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA:

Motion to approve the agenda as posted.

MOTION: Raymond

SECOND: Rochester

ABSENT: Ambriz

VOTE: Motion passed.

PRESENTATIONS:

Monthly report by Merced County District 3 Supervisor McDaniel

There was no report given out of respect of the pre-election blackout period.

Certificate of Recognition - Genevieve Royal

Council Member Rochester presented a certificate of recognition to Genevieve Royal for her outstanding academic achievement.

COMMENTS FROM THE PUBLIC

Public comment was received regarding the Police Chief recruitment.

CONSENT CALENDAR

Motion to approve Consent Calendar as posted.

MOTION: Cale

SECOND: Raymond

ABSENT: Ambriz

VOTE: Motion passed.

Public comment was received regarding statement of cash fund balance changes into red on the Treasurer's Report.

Approved Items:

- **Item 1:** Treasurer's Report – April 30, 2026
- **Item 2:** Warrants – May 14, 2026, May 21, 2026
- **Item 3:** Minutes (Planning Commission) – August 20, 2025 - Regular meeting, October 15, 2025 - Regular meeting, November 19, 2025 - Regular meeting
- **Item 4:** Minutes (City Council) – April 27, 2026 – Regular meeting, May 18, 2026 – Special meeting
- **Item 5:** Award a sole source purchase to Trojan Technologies, Corp. for the purchase of 400 UV Lamps for the Trojan Technologies UV 3000 Plus UV disinfection system for the Effluent Disinfection system for the wastewater Treatment Plant in an amount of \$146,619.94 plus any shipping and taxes; and authorizes and directs the City Manager to execute the purchase order on behalf of the City.
- **Item 6:** Adoption of Resolution No. 3615-26 approving Budget Amendment No. 14 amending Fiscal Year 2025-26 Budget regarding the SB 707 Audio Visual City Council Chambers Upgrades Project; and awards a Purchase Agreement (Purchase Order), in a form approved by the City Attorney, to Key Code Media, Inc. of Burbank, CA in an amount not to exceed \$77,020.95 and authority to contract change orders up to an aggregate amount of \$7,702.10(10%), and authorizes and directs the City Manager, or his designee, to execute the Purchase Order on behalf of the City.
- **Item 7:** Adoption of Resolution No. 3616- 26 approving a General Services Agreement, in a form approved by the City Attorney, with Merced Area Sports Officials of Merced, California, for managing the scheduling of the sports officials, plus a separate cost per sports official per athletic activity, as outlined in the fee structure; and authorizes and directs the City Manager, or their designee, to execute the agreement on behalf of the City.

- **Item 8:** Adoption of Resolution No. 3617-26 approving Amendment No. 1, in a form approved by the City Attorney, with Cloudpermit, Inc, of Reston, Virginia, for integration of Cloudpermit permitting platform with Bluebeam software to enhance electronic plan review, streamline permitting operations, improve interdepartmental collaboration, in an amount not to exceed \$9,200 annually, for a five-year subscription; and authorizes and directs the City Manager to sign the agreement on behalf of the City.
- **Item 9:** Nominate one (1) candidate for appointment by MCAG Governing Board to represent the City of Atwater on the Measure V Citizens Oversight Committee for a term of two (2) years, term ending May, 2028.

PUBLIC HEARINGS:

Motion to waive the first reading by title only and introduce Ordinance No. CS 1081 adopting Zoning Ordinance Text Amendment No. 26-5-0100 amending Chapter 17.34 "Office Commercial District", Chapter 17.35 "Neighborhood Commercial District", Chapter 17.36 "Central Commercial District", Chapter 17.37 "Thoroughfare Commercial District" and Chapter 17.38 "General Commercial District" of the Atwater Municipal Code

Public Hearing was opened and no comments were received.

MOTION: Rochester

SECOND: Cale

ABSENT: Ambriz

VOTE: Motion passed.

REPORTS AND PRESENTATIONS FROM STAFF

Presentation of the Draft Fiscal Year 2026-27 Proposed Budget

Finance Director Nicholas presented the draft budget to the City Council.

Public comment was opened and no comments were received. No further action necessary.

Council Member Ambriz arrived at the Dias at 6:55 PM.

Police Chief Employment Agreement

City Manager Hoem presented the item.

Council Members voiced concerns regarding the recruitment process.

Public comment was opened and received regarding the selection and hiring process of the Police Chief position.

MOTION: Raymond

SECOND: Ambriz

VOTE: Motion passed unanimously.

CITY COUNCIL MATTERS

Council Members and Mayor provided individual updates.

CITY MANAGER REPORT

Update provided by City Manager Hoem.

CLOSED SESSION

Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Number of cases (1)

Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case: Jake LeBeaux v. City of Atwater, et al.; Case No. 26CV-01949

Public comment was opened and no comments were received.

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION

City Attorney Splendorio reported out from closed session and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 7:41 PM.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

GISELA PERALTA
DEPUTY CITY CLERK



CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

June 8, 2026

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

The City Council meeting was called to order at 6:00 PM.

INVOCATION:

Provided by Daniel Perez of Victory Baptist Church.

PLEDGE OF ALLEGIANCE:

Led by Council Member Rochester.

ROLL CALL

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

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA:

Motion to approve the agenda as posted.

MOTION: Raymond

SECOND: Cale

VOTE: Motion passed unanimously.

COMMENTS FROM THE PUBLIC

Public comment was received regarding the Atwater Fourth of July, Police Chief recruitment and hiring procedures, and an update on Bloss Healthcare.

CONSENT CALENDAR

Motion to approve Consent Calendar as posted.

MOTION: Raymond

SECOND: Cale

VOTE: Motion passed unanimously.

Public comment was received regarding the City issued credit cards.

Approved Items:

- **Item 1:** Warrants – May 28, 2026, June 4, 2026
- **Item 2:** Minutes (City Council) – May 11, 2026 – Regular meeting
- **Item 3:** Adoption of Resolution No. 3619-26 approving the Statement of Investment Policy for Fiscal Year 2026-27 and delegating authority to the City Treasurer to invest funds in accordance with the Statement of Investment Policy.
- **Item 4:** Adoption of Resolution No. 3620-26 approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for fire service operations from July 1, 2026 through June 30, 2029 in an amount not to exceed \$18,624,412 over three years; and authorizing the Mayor to sign the agreement on behalf of the City of Atwater.
- **Item 5:** Adoption of Resolution No. 3621-26 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and the Atwater Miscellaneous Employees Unit American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 6 (Salaries), Section 6.1 (Salary Ranges) and Section 6.2 (Job Classification Review and Compensation Adjustments) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City.
- **Item 6:** Adoption of Resolution No. 3622- 26 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and the Atwater Mid-Managers Group American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 6 (Salaries), Section 6.1 (Salary Ranges) and Section 6.2 (Job Classification Review and Compensation Adjustments) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City.
- **Item 7:** Waiving the Second Reading and Adoption of Ordinance No. CS 1081 adopting Zoning Ordinance Text Amendment No. 26-5-0100 amending Chapter 17.34 "Office Commercial District", Chapter 17.35 "Neighborhood Commercial District", Chapter 17.36 "Central Commercial District", Chapter 17.37 "Thoroughfare Commercial District" and Chapter 17.38 "General Commercial District" of the Atwater Municipal Code.

REPORTS AND PRESENTATIONS FROM STAFF**Receiving and Accepting the City of Atwater's Annual Financial Report for the year ended June 30, 2025**

City Manager Hoem presented the City of Atwater's Annual Financial Report. No further action necessary; informational item only. Public comment was opened and no comments were received.

Accepting the City of Atwater Police Department 2025 Annual Military Equipment Use Report

Police Chief McEachin verbally presented the 2025 Annual Military Equipment Use Report. Public comment was opened and no comments were received.

MOTION: Raymond

SECOND: Rochester.

VOTE: Motion passed unanimously.

PUBLIC HEARINGS

Motion to adopt Resolution No. 3623-26 setting the City of Atwater's Miscellaneous Fee Schedule for Fiscal Year 2026-27.

City Manager Hoem presented the item. Public hearing was opened and no comments were received.

MOTION: Cale

SECOND: Ambriz

VOTE: Motion passed unanimously.

Motion to adopt Joint Authority Resolution No. 3624-26, Resolution No. AFRD 1-2026, and Resolution No. SA 2026-1 adopting the Fiscal Year 2026-27 budget, approving Fund Expenditures and Fund Transfers, and a Five-Year Capital Improvement Program with any modifications from the budget review and public hearing; to adopt Resolution No. 3625-26 establishing the Fiscal Year 2026-27 Appropriations Limitation; to adopt Resolution No. 3626-26 amending the City of Atwater Classification Plan and adopting Salary Schedule A-27, effective June 18, 2026.

City Manager Hoem presented the item.

Public hearing was opened and comments were received regarding community efforts and economic development.

MOTION: Rochester

SECOND: Raymond

VOTE: Motion passed unanimously.

CITY COUNCIL MATTERS

Council Members and Mayor provided individual updates.

CITY MANAGER REPORT

Update provided by City Manager Hoem.

CLOSED SESSION

Public Employee Performance Evaluation (pursuant to Government Code Section 54957): Title: City Manager

Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case: Jake LeBeaux v. City of Atwater, et al.; Case No. 26CV-01949

Public comment was opened and comment was received regarding the City Manager performance evaluation.

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION

Mayor Nelson reported out from closed session and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 8:44 PM.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

GI SELA PERALTA
DEPUTY CITY CLERK



CITY OF ATWATER

CITY COUNCIL ACTION MINUTES June 22, 2026

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

The City Council meeting was called to order at 6:00 PM.

INVOCATION:

Provided by Jim McClellan, Atwater Police Department chaplain.

PLEDGE OF ALLEGIANCE:

Led by Council Member Rochester.

ROLL CALL

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

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA:

Motion to approve the agenda as amended to move Item 13 after the Consent Calendar.

MOTION: Raymond

SECOND: Ambriz

VOTE: Motion passed unanimously.

COMMENTS FROM THE PUBLIC

Public comment was received regarding Atwater Fourth of July parade and festivities, Police Chief recruitment, development, and the groundbreaking for Atwater Feed.

CONSENT CALENDAR:

Motion to approve Consent Calendar as amended. Item 4 was moved for separate discussion.

MOTION: Cale

SECOND: Raymond

VOTE: Motion passed unanimously.

Approved Items:

- **Item 1:** Warrants – June 11, 2026, June 18, 2026
- **Item 2:** Adoption of Resolution No. 3627-26 calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of the Mayor (at large) and two (2) Members of the City Council within the boundaries of District Three (3) and District Four (4), as required by the provisions of the laws of the State of California relating to General Law Cities; and requesting the Board of Supervisors of the County of Merced consolidate the General Municipal Election to be held on November 3, 2026, with the General Election to be held on the date pursuant to Section 10403 of the Election Code.
- **Item 3:** Adoption of Resolution No. 3628-26 approving a Professional Services Agreement with Willdan Financial Services, in a form approved by the City Attorney, for Citywide Community Facilities District (CFD) formation, annexation, and administrative services, and authorizing and directing the City Manager to execute the agreement on behalf of the City.
- **Item 5:** Adoption of Resolution No. 3630-26 approving Amendment No. 1 to Task Order No. 1 with Quad Knopf, Inc., dba QK, for On-Call Professional Engineering Services, increasing the not-to-exceed amount by \$30,000, from \$200,000 to \$230,000, and authorizing the City Manager, or designee, to execute the amendment and related documents.
- **Item 6:** Adopt Resolution No. 3631-26, initiating proceedings for the Annual Assessments Levy with respect to the various Assessment Maintenance Districts for Fiscal Year 2026/27 pursuant to the provisions of Part 2 of Division 15 of the Streets and Highways Code of the State of California.
- **Item 7:** Adoption of Resolution No. 3632-26 ordering the City's Assessment Engineer to prepare and file the Engineer's Reports for the collection of the proposed annual assessments for the Lighting and Drainage and Landscape Assessment Maintenance Districts for Fiscal Year 2026/27; and Adoption of Resolution No. 3633-26 declaring the City's intention to levy and collect the annual assessments for various assessment maintenance districts for Fiscal Year 2026/27, granting preliminary approval of the Engineer's Reports, and setting a public hearing date for said assessments for July 13, 2026.
- **Item 8:** Approves a multi-year fee waiver requested by Bloss Memorial Healthcare

District for the use of the Atwater Community Center to host its Annual Senior Information Day on the following dates:

Tuesday, September 15, 2026

Tuesday, September 21, 2027

Tuesday, September 19, 2028

Tuesday, September 18, 2029

and authorizes and directs the City Manager, or designee, to execute any and all documents necessary to waive the applicable facility rental fees associated with the Annual Senior Information Day.

Item 4: Adoption of Resolution No. 3629-26 approving the Fiscal Year 2026-27 annual list of projects funded by SB 1, The Road Repair and Accountability Act of 2017; and authorizes and directs the City Manager to transmit a certified copy of the resolution to the California Transportation Commission.

Public Works Director Vinson provided clarification for Council Member Rochester.

MOTION: Rochester

SECOND: Raymond

VOTE: Motion passed unanimously.

PUBLIC HEARINGS:

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1082 Approving Zone Change No. 25-21-0200, an Amendment to The Official Zoning Map to Rezone Two Parcels Identified as APN's 002-132-024 and 002-132-025 and adopt Resolution No. 3463-26 approving an Initial Study and Mitigated Negative Declaration in accordance with California Environmental Quality Act (CEQA) for the Castle Family Health Center project; and approving General Plan Amendment No. 25-21-0300, for the Project Located at 1775 Third Street, Atwater (APNs 002-132-021, 002-132-022, 002-132-024, and 002-132-025).

Public Hearing was opened and public comment was received.

MOTION: Raymond

SECOND: Rochester

VOTE: Motion passed.

Motion to adopt Resolution No. 3635-26 adopting the City of Atwater 2025 Urban Water Management Plan in accordance with the Urban Water Management Planning Act including amendments made by the Water Conservation Act of 2009 and Water Conservation Legislation of 2018; and

Motion to adopt Resolution No. 3636-26 adopting the City of Atwater Water Shortage Contingency Plan; and authorizes and directs the City Manager, or designee, to make any necessary changes prior to submission to the California Department of Water Resources; or

Motion to approve staff's recommendation as presented.

Public Hearing was opened and public comment was received.

MOTION: Raymond

SECOND: Cale

VOTE: Motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Approving Employment Agreement with Janell Martin for Interim City Manager

Attorney Booher provided background information on the item.

Public Comment was received.

MOTION: Cale

SECOND: Raymond

VOTE: Motion passed.

Update regarding Fireworks Enforcement

Battalion Chief/Fire Marshal Carvalho, Police Chief McEachin, and Police Lieutenant Novetzke provided background information for the Fourth of July.

Public comment was received

No further action necessary.

Discussion and Direction Regarding the Development of a Citywide Traffic Calming Policy

Acting City Manager Martin, Mayor Nelson, and Traffic Engineer Benavides provided background information on the item.

Public comment was received.

Draft policy to be provided at the July 13th City Council meeting and final draft to be provided at August 10th City Council meeting.

CITY COUNCIL MATTERS

Council Members and Mayor provided individual updates.

ADJOURNMENT

The meeting adjourned at 7:55 PM.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

GISELA PERALTA
DEPUTY CITY CLERK



CITY OF ATWATER

CITY COUNCIL ACTION MINUTES July 13, 2026

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

The City Council meeting was called to order at 6:00 PM.

INVOCATION:

Provided by Bill Mooneyham of Victory Baptist Church in Atwater.

PLEDGE OF ALLEGIANCE:

Led by Interim City Manager Martin.

ROLL CALL

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

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA:

Motion to approve the agenda as posted.

MOTION: Raymond

SECOND: Rochester

VOTE: Motion passed unanimously.

PRESENTATIONS:

Recognition of Geneva Olalia - FY 2026/27 Budget Cover Contest Winner

Mayor Nelson presented a certificate to Geneva Olalia for winning the FY 2026/27 Budget Cover Contest.

Recognition of City of Atwater Community Academy Participants

Mayor Nelson recognized the City of Atwater Community Academy Participants and invited them to speak about the program.

Castle Air Museum Pavilion Project Presentation (Jeff Stopper)

This item was moved to another City Council meeting.

COMMENTS FROM THE PUBLIC

Public comment was received regarding the Legacy Ball, fire department issues, and the Atwater Fourth of July parade.

CONSENT CALENDAR:

Motion to approve Consent Calendar as posted.

MOTION: Raymond

SECOND: Cale

VOTE: Motion passed unanimously.

Approved Items:

- **Item 1:** Warrants – June 25, 2026, July 2, 2026
- **Item 2:** Ordinance (Waiving Second Reading and Adoption) – Waiving the Second Reading and Adoption of Ordinance No. CS 1082 Approving Zone Change No. 25-21-0200, an Amendment to The Official Zoning Map to Rezone Two Parcels Identified as APN's 002-132-024 and 002-132-025.
- **Item 3:** Notice of Completion of Overlaying Various Streets Throughout the City Project - Accept work done under the contract for Overlaying Various Streets Throughout the City Project, City Project 26-04; and authorize and direct City Manager to sign a Notice of Completion and have it recorded on behalf of the City.
- **Item 4:** Notice of Completion of Castle Sewer Interceptor - Accept work done under the contract for the Castle Sewer Interceptor Rehabilitation/Replacement Project, City Project 19-09; and authorize and direct City Manager to sign a Notice of Completion and have it recorded on behalf of the City.
- **Item 5:** Approving Specifications and Authorizing and Calling for Bids for the East Broadway Overlay Project - Approval of specifications and authorizing advertising and calling for bids for East Broadway Overlay Project, Project No. 26-01, Bid Call Number 737-26.

PUBLIC HEARINGS:

Confirming and Amending the Engineer's Reports and Ordering the Continued Maintenance of the City of Atwater Lighting and Drainage and Landscape Maintenance Assessment Districts and Levy of Assessments for Fiscal Year 2026/27

Public Hearing was opened and public comment was received.

MOTION: Ambriz

SECOND: Cale

NOES: Raymond

VOTE: Motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Review and Discussion of the Draft Residential Traffic Calming Policy

Informational item only and public comment was received.

Council agreed to bring final policy to the August 10th, 2026 City Council meeting and to name the policy after Christopher Tejeda Jr.

Fire Department Update

CAL Fire Battalion Chief Randol gave a quarterly report on the fire department.

Police Department Quarterly Update

Police Chief McEachin gave a quarterly report on the police department.

Community Development Department Quarterly Update

Community Development Department Director Hanson Lan gave the quarterly report on the department.

CITY COUNCIL MATTERS

Council Members and Mayor provided individual updates.

CLOSED SESSION

Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Number of cases (1)

Public Employment (pursuant to Government Code Section 54957): Title: City Manager

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION

City Attorney Splendorio reported out from closed session and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 8:40 PM.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

GI SELA PERALTA
DEPUTY CITY CLERK



CITY OF ATWATER

CITY COUNCIL ACTION MINUTES August 10, 2026

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

The City Council meeting was called to order at 6:00 PM.

INVOCATION:

Provided by Richard Miller, Pastor of Atwater Victory Baptist Church.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited.

ROLL CALL

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

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA:

Motion to approve the agenda as posted.

MOTION: Raymond

SECOND: Rochester

VOTE: Motion passed unanimously.

COMMENTS FROM THE PUBLIC

Public comment was received regarding solicitation.

CONSENT CALENDAR:

Motion to approve Consent Calendar as posted.

MOTION: Cale

SECOND: Raymond

VOTE: Motion passed unanimously.

Approved Items:

- **Item 1:** Treasurer's Report – May, 31, 2026, June 30, 2026
- **Item 2:** Warrants – July 9, 2026, July 16, 2026, July 23, 2026, July 30, 2026
- **Item 3:** Adoption of Resolution No. 3639-26 Ratifying a Purchase Order to Pump Pros Inc. of Ceres, California for the purchase and installation of a VFD for Well 20-A in an amount of \$161,328.53; and authorizes and directs the City Manager to execute the purchase order on behalf of the City.
- **Item 4:** Adoption of Resolution No. 3642-26 approving the School Resource Officer agreement, in a form approved by the City Attorney, Atwater Elementary School District and the City of Atwater for the 2026-27 school year; and authorizes and directs the City Manager to execute all contract documents on behalf of the City.
- **Item 5:** Adoption of Resolution No. 3640-26, authorizing and directing the City Manager to execute and file the Regional Surface Transportation Program (RSTP) Exchange Funds Claim for Fiscal Year 2025/2026; and Adoption of Resolution No. 3641-26, approving Budget Amendment No. 15 amending Fiscal Year 26-27 to establish budget in the Regional Surface Transportation Program (RSTP) Fund, for the RSTP Exchange Funds Claim.

PUBLIC HEARINGS:

Waiving the First Reading, by Title Only, and Introducing an Ordinance Adopting Zoning Ordinance Text Amendment Amending Chapter 17.12 Entitled Administration and General Conditions of the Atwater Municipal Code and Adopting Zoning Map Amendment to the Official Atwater Zoning Map and Adopting a Resolution Approving Addendum to the EIR, Adopting General Plan Amendments to Update the General Plan Land Use Element and Adopting the State Approved Housing Element to Implement State Law Requirements.

Public Hearing was opened and public comment was received.

MOTION: Cale

SECOND: Ambriz

NOES: Rochester

VOTE: Motion passed.

REPORTS AND PRESENTATIONS FROM STAFF:

Consideration and Adoption of the Residential Traffic Calming Policy

Interim City Manager Martin provided background on this item.

Public Comment was received.

MOTION: Raymond

SECOND: Ambriz

VOTE: Motion passed.

Review and Discussion of Homelessness Response Initiatives

Interim City Manager Martin, Police Chief McEachin, and Lieutenant Novetzke provided background information on this item.

Public Comment was received

No further action necessary.

CITY COUNCIL MATTERS

Council Members and Mayor provided individual updates.

CLOSED SESSION

Public Employment (pursuant to Government Code Section 54957): Title: City Manager

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION

City Attorney Splendorio reported out from closed session and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 8:48 PM in memory of Roger Wood.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

GISELA PERALTA
DEPUTY CITY CLERK



CITY OF ATWATER

SPECIAL MEETING CITY COUNCIL

ACTION MINUTES

August 19, 2026

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

The City Council meeting was called to order at 5:30 PM.

ROLL CALL

Present: Mayor Nelson, Mayor Pro Tem Cale, Council Members Ambriz, Raymond and Rochester (Council Member Raymond arrived at the Dias at 5:35 PM)

COMMENTS FROM THE PUBLIC

Public comment was received regarding the City Manager position.

CLOSED SESSION:

Public Employment (pursuant to Government Code Section 54957): Title: City Manager

REPORT OUT FROM CLOSED SESSION:

City Attorney Splendorio reported out from closed session and there was no final reportable action; however, Council decided to move forward with a candidate.

ADJOURNMENT:

The meeting adjourned at 8:05 PM.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

GI SELA PERALTA
DEPUTY CITY CLERK



AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale
Danny Ambriz

Brian Raymond
Kalisa Rochester

MEETING August 24, 2026
DATE:
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED Justin Vinson, Public Works Director
BY:
SUBJECT: **Approving Amendment No. 4 to the Professional Service Agreement to DataPath Inc of Modesto, California for Augmented Managed Information Technology (IT) Support Services (Public Works Director Vinson)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3645-26, Approving Amendment No. 4 to Professional Service Agreement, in a form approved by the City Attorney, to Data Path Inc of Modesto, California for Augmented Managed Information Technology Support Services; and authorizes and directs the City Manager to execute Amendment No. 4 on behalf of the City

I. BACKGROUND/ANALYSIS:

The City of Atwater ("City") has contracted with third party vendors for Information Technology ("IT") support for more than a decade. Over time, the City has implemented a wide variety of different technologies and systems to improve business processes and provide an enhanced quality of service. As the City's IT requirements have evolved, it has become necessary to identify a suitable vendor which aligns with the City's current strategic and operational goals.

On September 1, 2021, the City entered into a Professional Service Agreement with Data Path Inc of Modesto, California for Augmented Managed Information Technology (IT) Support Services with a one-year term for the amount of \$94,200 yearly. Included in the scope, Data Path provides technicians, coordination, and IT engineering services to the City. The City entered into a First Amendment on September 1, 2022, to extend the term from August 31, 2022, to August 31, 2023. The City entered into Amendment No. 2 to the Professional Services Agreement that modified the end date of the contract from August 31, 2023, to August 31, 2024. The City entered into Amendment No. 3 to the Professional Services Agreement that modified the end date of the contract from August 31, 2024, to August 31, 2026, and increased the contract by \$5,652 per year.

City staff has been receiving excellent services from Data Path and staff would

recommend entering into Amendment No. 4 to the Professional Services Agreement that would add an extra year to the contract, until August 31, 2027, with no additional cost for the services. Currently, the services provided are done at a cost of \$8,321 a month for a total of \$99,852 a year.

During this fiscal year, staff will release a RFP for augmented IT support services to assess other contractors. Staff will come back to council before August 2027 with a recommendation for either a new contract with Datapath or a contract with another vendor for the future augmentation of IT support services.

II. FISCAL IMPACTS:

Sufficient funding is available in the Fiscal Year 2026-27 Budget, Information Technology Fund, Non-Departmental, Professional Services Account No. 7030.1050.3030.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

This item 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:

Not required for all staff reports but should be included in most reports where the Council should be considering options, or discussion of options already investigated.

If there are Policy options for consideration, the discussion should be specific and detailed.

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all departments.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, staff will route Amendment No.4 to the Professional Service Agreement for execution.

Submitted by:



Justin Vinson, Public Works Director

Attachments:

1. Resolution DataPath Amendment No. 4 -24-c1
2. Amendment No. 4 to Professional Service Agreement Data Path Inc



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH DATAPTH INC. OF MODESTO, CALIFORNIA FOR IT SERVICES

WHEREAS, the Parties entered into a Professional Services Agreement dated September 1, 2021 (“Original Agreement”) for the purpose of providing Information Technology “IT” support services with a term ending August 31, 2022 (the “Project”); and

WHEREAS, the Parties amended the Original Agreement September 1, 2022, for the purpose of extending the end date; and

WHEREAS, the Parties amended the Original Agreement September 1, 2023, for the purpose of extending the end date: and

WHEREAS, the Parties amended the Original Agreement September 1, 2024, for the purpose of extending the end date: and

WHEREAS, Section 8.2 provides that any such extension shall require written approval by the City and therefore, the Parties desire to enter into this Amendment No. 4 to extend the end date of the Original Agreement under Section 1.1, “Term of Service”, as set forth below; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Atwater as follows that the City Manager is authorized to enter into an Amendment No. 4 to the Professional Services Agreement with Datapath, Inc., in a form approved by the City Attorney, to extend the term of service to August 31, 2027.

The foregoing resolution is hereby adopted on the 24th day of August 2026.

AYES:

NOES:

ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ATWATER AND DATA PATH, INC.**

This Amendment No. 4 to the Professional Services Agreement ("Amendment No. 3") by and between the City of Atwater ("City") and Data Path, Inc ("Contractor") is entered into on September 1, 2026. City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement dated September 1, 2021 ("Original Agreement") for the purpose of providing Information Technology "IT" support services with a term ending August 31, 2022 (the "Project"); and

WHEREAS, the Parties amended the Original Agreement September 1, 2022 for the purpose of extending the end date; and

WHEREAS, the Parties amended the Original Agreement September 1, 2023 for the purpose of extending the end date: and

WHEREAS, the Parties amended the Original Agreement September 1, 2024 for the purpose of extending the end date: and

WHEREAS, Section 8.2 provides that any such extension shall require written approval by the City and therefore, the Parties desire to enter into this Amendment No. 4 to extend the end date of the Original Agreement under Section 1.1, "Term of Service", as set forth below; and

NOW, THEREFORE, as of the Effective Date of this Amendment No. 4, the Original Agreement is hereby amended as follows:

1. The Parties hereby agree to amend Section 1.1 "Term of Service", of Original Agreement by modifying the end date from August 31, 2026 to August 31, 2027 as follows:

"1.1 Term of Services". The term of this Agreement shall begin on the date first noted above and shall end on August 31, 2027, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

2. Unless otherwise changed by this Amendment No. 4, the Original Agreement shall remain in full force and effect.

3. This Amendment No. 4 may be executed in counterparts, each of which to be deemed an original, but all of which shall constitute the same Original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 on the day and year first above written.

CITY OF ATWATER

CONSULTANT

Janell Martin
City Manager

David Darmstandler
CEO
Data Path Inc

Attest:

Kory Billings
City Clerk

Approved as to form:

Frank Splendorio
City Attorney



AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale
Danny Ambriz

Brian Raymond
Kalisa Rochester

MEETING August 24, 2026
DATE:
TO: Mayor and City Council
FROM: Jonnie Hanson Lan, Community Development Director
PREPARED Jonnie Hanson Lan, Community Development Director
BY:
SUBJECT: **Adoption of an Ordinance CS 1083 Adopting a Zoning Ordinance Text Amendment Amending Chapter 17.12 Entitled Administration and General Conditions of the Atwater Municipal Code and Adopting Zoning Map Amendment to the Official Atwater Zoning Map** (Community Development Director Hanson Lan)

RECOMMENDED COUNCIL ACTION

Waiving the Second Reading and Adoption of Ordinance No. CS 1083 adopting Zoning Ordinance Text Amendment amending Chapter 17.12 Administration and General Conditions of the Atwater Municipal Code and amending the City of Atwater Zoning Map.

I. BACKGROUND/ANALYSIS:

This is the second reading of the Ordinance. The first reading was completed at the Regular City Council meeting of August 10, 2026.

Housing Element

CA Government Code Title 7, Division 1, Chapter 3, Article 10.6 [65580 – 65589.11] regulates the use and requirements of housing elements in California. State law requires each jurisdiction to adopt a Housing Element every eight years. The Housing Element is a mandatory chapter of the City's General Plan and must be updated in accordance with state law. It evaluates the effectiveness of previous housing goals and programs and assesses the City's existing and future housing needs. It also identifies suitable sites for housing development and sets forth goals and programs to address these housing needs.

The Department of Housing and Community Development (HCD) assigns a regional housing needs determination number to the local Council of Governments (COG). In this case, the Merced County Association of Governments (MCAG) received the regional number from HCD and allocated a portion to each jurisdiction within the region based on an adopted methodology. For the Sixth Cycle, the City of Atwater was

assigned a RHNA number of 3,017 total housing units, as shown in Table 1.

Table 1: RHNA Allocation and Percentage of Income Distribution for Atwater

Income Category (Percent of Madera County AMI)	Number of Units	Percent of Total Units
Extremely Low Income (<30% AMI)	423	14.0%
Very Low-Income (30-50% AMI)	345	11.4%
Low Income (51-80% AMI)	526	17.4%
Moderate Income (81-120% AMI)	508	16.8%
Above Moderate Income (>120% AMI)	1,215	40.3%
Total	3,017	100%
Source: MCAG		

As part of the Atwater General Plan, the Housing Element serves as a citywide policy document. The primary goal of the Housing Element is to identify capacity to meet the

RHNA goal of 3,017 units and develop strategies to facilitate the development of these units during the eight-year cycle.

Components of the Housing Element

The Atwater Housing Element is a part of the Merced County Multi-Jurisdictional Housing Element (MJHE), identified as Appendix B of the larger document and organized into seven sections as summarized below:

1. **B1: Review of Past Accomplishments**

Pursuant to Government Code Section 65588, each jurisdiction's Housing Element must be reviewed to evaluate the appropriateness of housing goals, the effectiveness of the element, and progress made in meeting the community's housing needs. Programs deemed effective in the Fifth Cycle are being carried forward, while ineffective or infeasible ones are removed.

For the Fifth Cycle (2015-2023), Atwater had a RHNA goal of 1,760 units. During this period, 427 building permits for new construction were issued, achieving 24 percent of the RHNA goal.

2. **B2: Public Participation**

As part of the Housing Element, cities must make a diligent effort to engage all economic segments of the community. This goes beyond routine public notices and requires proactive outreach to encourage meaningful public input.

3. **B3: Housing Needs Assessment**

Within the Housing Element, Atwater is required to analyze the existing and projected housing needs of the City, including its fair share of RHNA requirements. The City's analysis of housing needs is required to include an assessment of detailed demographic data including population, age, size, and ethnicity; household characteristics; overpayment trends; housing stock conditions; units in need of replacement or rehabilitation; and needs of special needs populations including the elderly, persons with disabilities, unhoused persons, extremely low-income households, and farmworkers.

4. **B4: Housing Constraints Analysis**

The constraints section of the Housing Element is intended to identify potential and actual governmental restraints as they pertain to housing development in Atwater. Governmental constraints can include land use controls such as infeasible development standards contained in the Zoning Ordinance, land use policies that do not comply with fair housing laws, and lengthy, expensive, and daunting permitting and processing procedures. Non-governmental constraints include factors outside of the local government's control and primarily market-driven, such as land costs, construction costs, and the availability of financing.

5. **B5: Affirmatively Furthering Fair Housing (AFFH)**

Pursuant to Assembly Bill (AB) 686, all housing elements due on or after January 1, 2021, are required to contain an assessment of fair housing consistent with the federal AFFH rule. AFFH is defined as "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive

communities free from barriers that restrict access to opportunity based on protected characteristics." The Housing Element further identifies contributing factors for housing issues and defines the meaningful actions to overcome and address these issues. These meaningful actions have been incorporated into the Housing Plan.

6. B6: Housing Resources and Site Inventory

Government Code Section 65583(a)(3) requires local governments to prepare an inventory of land suitable for residential development, including vacant sites and sites with the potential for redevelopment, and an analysis of the relationship between zoning and public facilities and services for these sites. The inventory of land suitable for residential development is used to identify sites that can be developed for housing within the planning period. The Site Inventory provides details on the land required to meet the City's RHNA goal of 3,017 housing units and assesses realistic development potential. The Site Inventory included in Atwater's Housing Element demonstrates capacity for 3,822 housing units, a surplus of 805 units above the RHNA. This provides an adequate buffer if each site does not develop in the Sixth Cycle period.

7. B7 Housing Plan

The City must include programs in the Housing Element to implement its policies and achieve its goals. These programs, action steps, responsible departments, timelines, and measurable outcomes form the Housing Plan.

Site Inventory

The Housing Element must demonstrate through the Site Inventory that the City has the capacity to meet its share of the RHNA. To meet the RHNA, the City identified planned and approved projects (projects already in the development process) that can be credited towards the City's RHNA requirement. With anticipated pipeline projects, a total of 61 units can be credited.

Since the City did not identify enough units through the credits. The remaining 2,956 units would be accommodated through adequate sites planning on vacant lots. The City identified 121 opportunity sites to include in the Site Inventory to accommodate 1,315 lower-income units, 605 moderate-income units, and 1,295 above moderate-income units. The summary of the residential Site Inventory is presented in Table 2.

Housing Opportunity Sites refer to specific parcels of land identified by a city or county as suitable for residential development to accommodate projected housing needs, particularly for different income levels. These sites are included in the Site Inventory, a key component of the Housing Element required by California State law (Government Code Section 65583.2). The Site Inventory focuses residential development within or near existing communities with fewer infrastructure and services constraints to support higher-density multi-family development.

Table 2: Adequacy of Residential Site Inventory in Meeting the RHNA

Lower-Income	Moderate-Income	Above Moderate-Income	Total
City's Share of RHNA	1,294	508	5
Planned and Approved Units	0	0	0
ADUs Anticipated	0	0	0
Remaining RHNA	1,294	508	14
Opportunity Sites (Buhach)	0	0	1
Opportunity Sites (Castle Garden)	0	0	9
Opportunity Sites (Downtown)	30	6	3
Opportunity Sites (Fluhr)	120	22	10
Opportunity Sites (North Atwater)	0	8	5
Opportunity Sites (Sierra Vista)	0	18	4
Rezone Sites	1,165	551	3
Total Units on Sites	1,315	605	15

Total Unit Surplus	21	97	1
Percent Buffer over RHNA	2%	19%	%

The Clean version of the City of Atwater 2024-2032 Housing Element is included as an attachment.

Zoning Map Update

The Housing Element Update's Site Inventory includes a Rezoning Program that would rezone 20 sites to facilitate additional residential development. These sites have been identified for rezoning in the Housing Element Site Inventory to allow for higher densities of multiple-family residential development and accommodate a portion of the RHNA. The sites will be rezoned from low density residential, planned development, general commercial and business park zones to high-density residential with a maximum density of 43.56 dwelling units per acre. These sites encompass approximately 117 acres and can accommodate a total of 1,165 lower-income units, 551 moderate-income units, and 273 above moderate-income units. The Rezone Sites are listed in Table 3.

Table 3: Proposed Housing Element Rezone Sites

Address	APN	Acreage	Current Land Use	Proposed Land Use	Current Zoning	Proposed Zoning
2129 Atwater Blvd	001063061	0.85	Commercial	High Density	GC	R-3-1.0
2901 Winton Way	150082014	0.92	Commercial	High Density	GC	R-3-1.0
Freedom Ln	056520009	0.85	Business Park	High Density	B-P	R-3-1.0
Freedom Ln	056520015	0.56	Business Park	High Density	B-P	R-3-1.0
Freedom Ln	056520016	0.58	Business Park	High Density	B-P	R-3-1.0
Bell Ln	001260013	2.01	Business Park	High Density	B-P	R-3-1.0

Bell Ln	056320026	0.90	Business Park	High Density	B-P	R-3-1.0
Bell Ln	056320049	3.03	Business Park	High Density	B-P	R-3-1.0
Bell Ln	056320050	2.79	Business Park	High Density	B-P	R-3-1.0
Bell Ln	056320051	1.48	Business Park	High Density	B-P	R-3-1.0
Bell Ln	056320052	1.66	Business Park	High Density	B-P	R-3-1.0
Bell Ln	056320053	2.15	Business Park	High Density	B-P	R-3-1.0
Bell Ln	056021010	7.62	Business Park	High Density	B-P	R-3-1.0
1298 Shaffer Rd	004110003	1.95	Institutional	High Density	C-G	R-3-1.0
Redwood Ave	150190037	2.19	Commercial	High Density	C-G	R-3-1.0
N Winton Way	150130025	10.20	Commercial	High Density	P-D	R-3-1.0
Sycamore Ave	001146019	14.49	Business Park	High Density	B-P	R-3-1.0
Green Sands Ave	005120045	23.14	Commercial	Low Density	B-P	R-1-6
3021 Gurr Rd	005120020	2.8	Low Density	Medium Density	P-D	R-3-2.5

The proposed zoning map is included as Attachment 6. With rezoning, the Site Inventory includes a surplus of 21 lower-income units, allowing a two percent buffer for this income category above the RHNA requirement as well as a surplus of 97 moderate-income for a 19 percent buffer, and a surplus of 141 above moderate-income for 12 percent buffer. In total, the Site Inventory has identified sites to accommodate the development of 3,215 units, which is sufficient to meet the City's RHNA and accommodate a buffer of units in the event development does not occur at the assumed densities by the end of the planning period. In order to rezone

these sites, they will also need a General Plan Amendment to redesignate the land use from their current designation to High Density Residential. This will make the rezoning effort consistent with the General Plan.

By Right Ordinance

HCD requires adoption of a By Right Approval Ordinance to achieve Housing Element certification. State housing element law requires that local jurisdictions adopt zoning and regulatory provisions that remove barriers to housing development on those sites.

As part of this statutory framework, Government Code Section 65583.2(c) requires jurisdictions to demonstrate that housing development on previously identified Housing Element sites can proceed without discretionary actions that would constrain or delay development. State law defines “by right approval” as a ministerial approval process under which qualifying housing developments are not subject to discretionary review or public hearings, provided the project complies with applicable objective development standards and required affordability criteria. This means that the following approvals and discretionary actions are not required for eligible projects:

1. Conditional Use Permit;
2. A Planned Unit Development Permit;
3. Design Review, except for review limited to compliance with Objective Development Design Standards; or
4. Any other discretionary review or approval that would constitute a “project” as defined in Section 21065 of the Public Resources Code (California Environmental Quality Act, “CEQA”).

The proposed Zoning Ordinance Text Amendment adds a new Section 17.12.250 (By-Right Approvals) to Title 17 of the Municipal Code. Under Section 17.12.250, the City shall implement by right development on sites identified in the City’s Fourth and Fifth Housing Element cycles when a developer proposes a housing project that includes at least 20 percent affordable units, deed-restricted for low-income and very low-income households. The By Right Approval Ordinance is included as Attachment 5. The sites eligible for by-right approval are listed in Table 4:

Table 4: Housing Element Sites Eligible for By-Right Approval

Housing Element Site ID	APN	Address	General Plan Land Use Designation	Allowable Density Under Zoning District

30	003082002	500 Broadway	Downtown	21 DU/AC
33	003084010	444 Broadway Ave	Downtown	21 DU/AC
35	003093018	Atwater Blvd	Downtown	21 DU/AC
36	003093026	135 Broadway Ave	Downtown	21 DU/AC

Failure to adopt required by-right zoning provisions may result in a finding that the Housing Element is out of compliance with state law. Housing Element Certification affects the City's eligibility for state housing and infrastructure funding.

Notice of Violation

The City's 6th Cycle Housing Element was due on January 31, 2024. Staffing shortages and capacity constraints led to a delay in submitting a revised Housing Element Draft.

On March 24, 2026, HCD issued a Notice of Violation (Attachment 9) to the City. HCD determined that the City has not met the requirements of California Housing Element Law because it failed to adopt a compliant Housing Element by the required due date; and failed to submit a subsequent revised draft to HCD by the timelines provided by the City. HCD concluded the City is currently in violation of Housing Element Law under Government Code Section 65585. Since the letter was issued, the City submitted a revised draft on April 9, 2026.

Housing Element HCD Review History:

1. July 2, 2024: Initial draft submitted by the City.
2. September 30, 2024: HCD issued findings identifying multiple deficiencies.
3. March 14, 2025: Revised draft submitted.
4. May 8, 2025: HCD issued a second findings letter stating further revisions were required.
5. September–December 2025: Multiple requests by HCD for a revised timeline and draft, with City responses citing staffing and consultant challenges.
6. January 22, 2026: Proposed draft submittal date was missed.
7. April 9, 2026: Revised draft submittal
8. May 20, 2026: HCD issued preliminary findings
9. June 8, 2026: Revised draft submittal

10. June 9, 2026: HCD provided a letter of conditional substantial compliance
11. July 20, 2026: Revised draft submittal (City updated Site Inventory)
12. August 7, 2026: HCD provided a letter of conditional substantial compliance

The City met with HCD on April 10, 2026, to discuss the notice. The notice identified significant consequences if noncompliance continues, including the loss or delay of eligibility for certain state housing and infrastructure funding programs, exposure to the Builder's Remedy, and potential court-imposed penalties. These penalties may begin at \$10,000 per month and increase up to \$100,000 per month, with possible escalation and appointment of a court-ordered receiver for prolonged noncompliance. HCD has authority under state law to make formal findings that the City is out of compliance with Housing Element Law, to refer the matter to the California Office of the Attorney General, and to pursue enforcement actions if the City does not take timely steps toward compliance. To cure the violation, HCD emphasized that the City must address prior findings, release a revised Housing Element for public review, formally adopt the document, and submit it to HCD for certification, which the City did on April 9, 2026. A subsequent draft in response to HCD preliminary findings was submitted on June 8, 2026, and HCD sent a letter of conditional substantial compliance on June 9, 2026. Subsequently, the City identified a mismatch between the City's economic goals and the Site Inventory, so the City elected to revise the Housing Element Site Inventory. The City resubmitted the draft Housing Element on July 20, 2026. HCD sent a letter of conditional substantial compliance on August 7, 2026. This letter is Attachment 10.

Adoption of the Housing Element, Zoning Map Amendment, and Zoning Text Amendment will put the City in compliance with Housing Element Law and eliminate the risk of significant consequences.

II. FISCAL IMPACTS:

The Housing Element includes programs that must be implemented over the coming years related to housing production and monitoring. Many of these programs will be implemented through use of departmental budget (i.e., staff resources), while others will require other funding sources (grants, bonds, etc.). Due to the nature of a long-range planning program such as the Housing Element, actual funding needs have not been specifically identified at this time. However, staff will ensure that all available external funding sources are pursued. Approval of the General Plan Amendment to the Housing Element has no immediate fiscal impact on the City budget.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY: **City of Atwater General Plan**

The City of Atwater General Plan provides the policy framework for land use, housing, circulation, conservation, and community development within the City. State law requires each jurisdiction to update its Housing Element on an eight-year cycle and obtain certification from HCD. The City's current Housing Element was adopted in 2017 and covers the 2014–2023 planning period. The Housing Element for the 2024–2032 planning period has been prepared to ensure compliance with State housing law and the City's RHNA.

The proposed Zoning Map Amendment and Zoning Text Amendment implements Goal LU-8 of the General Plan Land Use Element, which supports the provision of housing, including affordable housing opportunities within the City.

Atwater Municipal Code

Title 17 of the Atwater Municipal Code establishes the City's zoning regulations, including zoning districts, permitted land uses, development standards, and procedures for development. The City's existing zoning map designates parcels for residential use at varying densities and intensities.

Pursuant to Government Code Sections 65860 and 65583, zoning regulations and zoning designations must be consistent with the adopted General Plan, including the Housing Element. Adoption of the proposed Zoning Map Amendment is intended to maintain internal consistency with the General Plan and the 2024–2032 Housing Element by aligning zoning designations with planned residential densities.

The proposed Zoning Text Amendment to Chapter 17.12, Administration and General Conditions, would establish a By-Right Approval Ordinance. The amendment is intended to implement Housing Element programs, comply with State housing law, and would not conflict with existing provisions of the Municipal Code or adopted General Plan policies.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all relevant departments.

VII. PUBLIC PARTICIPATION:

In an effort to meet State requirements, the City provided many opportunities for community members to review and provide feedback on 2024-2032 Housing Element, including a community workshop, a community survey, and interviews with stakeholders and interested parties.

Community Survey: The City conducted a community survey to support the development of the Sixth Cycle Housing Element update. The survey was available online from March 27 through December 22, 2023, and was also distributed during various community outreach events. Comprising 16 questions, the survey featured a mix of formats, including checkboxes, ranking scales, and open-ended responses.

Popup Event: City staff set up a tabling event at the Atwater Town Hall at the Atwater Community Center on May 30, 2023. City staff handed out flyers with links to project website and survey to increase community awareness of the Housing Element process and encourage participation.

Community Workshops: There was one community workshop held regarding the Housing Element process, on the evening of August 28, 2023. The purpose of the workshop was to introduce the housing element process, discuss potential rezoning sites for the Site Inventory, and solicit feedback from the community and residents.

Stakeholder Interviews: Interviews were held between August 8, 2023, and August 23, 2023, with various groups including residents, non-profit organizations, and housing developers to receive more targeted input on the challenges and constraints of developing housing in Atwater. Additionally, the City held a virtual stakeholder interview on December 18, 2024, jointly with the cities of Dos Palos, Gustine, Livingston, and Los Banos.

In addition, the City developed a dedicated project website to publish project updates, document drafts, and public engagement opportunities (<https://mercedmjhe.com/>). Drafts of the 2024-2032 Housing Element were publicized throughout the entire housing element update process, with public reviews occurring in May and September 2024, February 2025, and August 2025, June 2026, and July 2026. Community members were invited to submit comments on all drafts and comments received were reviewed and addressed within revised versions of the Housing Element.

On August 5, 2026, the City held a public hearing. A notice for that hearing was posted 20 days prior to the date of the hearing. The community was invited to comment on the actions. There were no negative responses from the public at that meeting. At that meeting the Planning Commission voted unanimously, with one Commissioner absent, to recommend the City Council approve all actions and adopt the Zoning Text Amendment, Zoning Map Amendment, General Plan Amendments, Addendum to the General Plan EIR and ultimately adopt the 6th Cycle Housing Element as reviewed and approved by the State of California Department of Housing and Community Development.

The public can provide comments on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

An Addendum to the 2000 General Plan EIR was prepared to analyze potential changes in environmental effects associated with the Housing Element 2024-2032, Zoning Text Amendments, and Zoning Map Amendments and compares the potential environmental impacts to the environmental impacts analyzed in the 2000 General Plan EIR. The Addendum is provided as Attachment 8.

The focus of the analysis in the Addendum is changes in residential units and associated population that could occur as a result of the Housing Element 2024-2032, Zoning Text Amendments, and Zoning Map Amendments. As noted in the Addendum, the population growth resulting from the amendments would be within the assumed population buildout of 68,528 people analyzed in the 2000 General Plan EIR. The Addendum concludes that there are no substantial changes that will require major revisions to General Plan EIR due to the involvement of significant new environmental effects or a substantial increase in the severity of previously identified significant effects.

IX. STEPS FOLLOWING APPROVAL:

This is the second reading of the Ordinance.

Submitted by:



Jonnie Hanson Lan, Community Development Director

Attachments:

1. Ordinance No. CS 1083
2. Zoning Text Amendment Chapter 17.12.250 HE By Right approval
3. Opportunity Site Rezone Map Table
4. HCD Letter dated 080726



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. CS 1083

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ATWATER APPROVING ZONING
ORDINANCE TEXT AMENDMENT NO. 26-9-0200
AMENDING CHAPTER 17.12 OF THE ATWATER
MUNICIPAL CODE AND ZONING CHANGE NO.
26-9-0300 AMENDING THE OFFICIAL ZONING
MAP TO IMPLEMENT THE SIXTH CYCLE (2024-
2032) HOUSING ELEMENT**

WHEREAS, the City of Atwater has prepared its Sixth Cycle (2024-2032) Housing Element in accordance with State Housing Element Law; and

WHEREAS, implementation of the Housing Element requires amendments to the City's zoning regulations and Official Zoning Map to provide adequate sites for housing, implement required by-right approval provisions, and maintain consistency with the General Plan; and

WHEREAS, Zoning Ordinance Text Amendment No. 26-9-0200 would add Section 17.12.250, "By-Right Approval," to Chapter 17.12 of the Atwater Municipal Code to establish ministerial review procedures for housing developments entitled to by-right approval under State law; and

WHEREAS, Zoning Change No. 26-9-0300 would amend the Official Zoning Map to rezone Housing Element opportunity sites consistent with the land use designations established by General Plan Amendment No. 26-9- 0400; and

WHEREAS, on August 5, 2026, the Planning Commission held a duly noticed public hearing, considered the staff report and public testimony, and adopted Resolution No. PC 0282-26 recommending that the City Council approve the General Plan and zoning amendments and adopt the 6th Cycle Housing Element; and

WHEREAS, the City Council has considered the Addendum to the 2000 General Plan Environmental Impact Report together with the previously certified EIR and, by separate resolution, has determined that no subsequent or supplemental environmental impact report is required pursuant to CEQA Guidelines Sections 15162 and 15164; and

WHEREAS, the City Council held a duly noticed public hearing on August 10, 2026, at which it considered the staff report, the Planning Commission recommendation, all written and oral testimony, and the entire administrative record.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Findings. Based upon the staff report, the Planning Commission recommendation, the General Plan, the Sixth Cycle Housing Element, the CEQA Addendum, public testimony, and the entire administrative record, the City Council finds that:

- a. Zoning Ordinance Text Amendment No. 26-9-0200 and Zoning Change No. 26-9-0300 are consistent with the General Plan, as amended by General Plan Amendment No. 26-9-0400.
- b. The amendments implement programs of the Sixth Cycle Housing Element and State Housing Element Law.
- c. The amendments improve consistency between Title 17, the Official Zoning Map, and the General Plan.
- d. The amendments are in the public interest and will not be detrimental to the public health, safety, or welfare.

SECTION 3. Zoning Ordinance Text Amendment. Section 17.12.250, "By-Right Approval," is hereby added to Chapter 17.12 of the Atwater Municipal Code to read as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 4. Zoning Map Amendment. The Official Zoning Map of the City of Atwater is hereby amended as shown in Exhibit B, attached hereto and incorporated herein by reference.

SECTION 5. Consistency. If any provision of this Ordinance conflicts with applicable State law, State law shall control. The provisions of this Ordinance shall be interpreted to be consistent with State law and the City's General Plan.

SECTION 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remaining provisions and applications shall remain in effect to the fullest extent possible. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

SECTION 7. Custodian of Records. The City Clerk is the custodian of the documents and other materials that constitute the record of proceedings upon which this decision is

based. The record is maintained at Atwater City Administration, 1160 Fifth Street, Atwater, California 95301.

SECTION 8. Publication and Effective Date. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published or posted as required by law. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 9. Exhibits Incorporated. The following exhibits are attached to this Ordinance or incorporated herein by reference and made a part hereof:

- Exhibit A: Proposed Section 17.12.250, By-Right Approval.
- Exhibit B: Zoning Map Amendments and Opportunity Sites Rezone Table.
- Exhibit C: HCD Letter dated August 7, 2026

INTRODUCED: **August 10, 2026**

ADOPTED:

AYES: **Cale, Raymond, Ambriz, Nelson**

NOES: **Rochester**

ABSENT: **None**

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

Chapter 17.12.250 By-Right Approval

17.12.250 By-Right Approval

A. Purpose.

This Chapter specifies the process for reviewing uses entitled to review as a “use by right” as defined in Government Code Section 65583.2. In enacting this Chapter, it is the intent of the City to implement State law as well as the goals, objectives, and policies of the City’s Housing Element of the General Plan.

B. Definitions

1. “By-right” shall mean that the local government's review of the project may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” under the California Environmental Quality Act as defined in Government Code Section 65583.2.
2. “Permanent supportive housing” means housing as defined in Government Code Section 65650(a) serving the target population as defined in Government Code Section 65650(c) that meets all of the requirements of Government Code Sections 65650 et seq. or successor provision [and contains no more than 50 units (if located in a city with a population of less than 200,000 or the unincorporated area of a county with a population of less than 200,000, and the number of homeless persons is less than 1,500.)]
3. “Low barrier navigation center” means a facility as defined in Government Code Section 65660(a) that meets all of the requirements of Government Code Sections 65660 et seq.

C. Eligibility for By-right Approval. The following uses are eligible for by-right approval:

1. Projects that satisfy the criteria outlined in subparagraphs (1) and (2) below:
 - a. Are located on sites listed as lower-income sites in the adopted Housing Element Site Inventory pursuant to Government Code Section 65583.2 subdivision (c) that are shown to have been either: (i) vacant and listed in two prior housing element site inventories, or (ii) non-vacant and listed in a previous housing element site inventory (see Table 17.12-1); and,
 - b. Twenty (20) percent of the total number of housing units in the project are proposed to be available to lower-income households at affordable rent or affordable housing cost, as applicable.
2. Permanent supportive housing as defined in Government Code Section 65660 that meets all of the requirements of Government Code Sections 65660 et seq.
3. Low barrier navigation centers as defined in Government Code Section 65660 that meets all of the requirements of Government Code Sections 65660 et seq.
4. 100 percent affordable projects located on land that was owned by an independent institution of higher education or religious institution as described in Government Code Section 65913.16.
5. Other projects eligible under state law for by-right approval.

Table 17.12-1 Housing Element Sites Eligible for By-Right Approval				
Housing Element Site ID	APN	Address	General Plan Land Use Designation	Allowable Density Under Zoning District
30	003082002	500 Broadway	Downtown	21 DU/AC
33	003084010	444 Broadway Ave	Downtown	21 DU/AC
35	003093018	Atwater Blvd	Downtown	21 DU/AC
36	003093026	135 Broadway Ave	Downtown	21 DU/AC

C. **Permit Requirements.** An applicant for a project eligible for by-right zoning approval shall submit a ministerial plan permit for approval of the design. No discretionary permit or approval is required.

D. **Review of Application.**

1. For ministerial plan permit applications listed in this section, Community Development Director, or designee, without notice or hearing, shall consider the application ministerially without discretionary review. When the application is in compliance with the relevant standards, the permit shall be issued. The decision may be appealed to the Planning Commission only by the applicant or the owner of the subject property.
2. The application for the ministerial plan permit shall be reviewed for conformance with objective standards established by the General Plan, applicable Specific Plans, Zoning Code, design standards, and other adopted standards.
3. As provided by Government Code Section 65583.2(i), an eligible project is exempt from the California Environmental Quality Act.
4. Permanent supportive housing shall be reviewed consistent with the provisions of Government Code Sections 65650 et seq.
5. Low barrier navigation centers shall be reviewed consistent with the provisions of Government Code Sections 65650 et seq.

E. **Required Findings.** In granting a ministerial plan permit, Community Development Director, or designee, shall issue a letter of approval and shall make the following findings:

1. That the project is eligible for by-right approval under state law.
2. That the project complies with all applicable objective zoning and other adopted standards, including but not limited to design review standards.
3. That the project is granted subject to such applicable conditions as required to meet the standards of the use and zone in which it is located and to comply with applicable design standards.

F. **Interpretation.** If any portion of this section conflicts with any applicable state law, state law shall supersede this section. Any ambiguities in this section shall be interpreted to be consistent with state law. Statutory references in this section include successor provisions.

Opportunity Site Rezone Map Table

APN	Rezone Site	Address
150-190-037	112	Redwood Avenue
150-130-025	113	North Winton Way
150-082-014	157	2901 Winton way
056-520-016	130	Freedom Lane
056-520-009	127	Freedom Lane
056-520-015	129	Freedom Lane
056-320-053	138	Bell Lane
056-320-052	137	Bell Lane
056-320-051	136	Bell Lane
056-320-049	134	Bell Lane
056-320-050	135	Bell Lane
056-320-026	133	Bell Lane
056-021-010	140	Bell Lane
005-120-046	116	Gurr Road
005-120-045	114 & 115	Green Sands Avenue
004-110-003	15	1298 Shaffer Rd
001-260-013	132	Bell Lane
001-146-019	141	Sycamore Ave
001-063-061	156	2129 Atwater Blvd.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



August 7, 2026

Jonnie Hanson Lan, Director
Department of Community Development
City of Atwater
1350 Broadway Avenue
Atwater, CA 95301

Dear Jonnie Hanson Lan:

RE: City of Atwater's 6th Cycle (2024-2032) Draft Amendment to the Housing Element

Thank you for submitting the City of Atwater's (City) draft amendment to the housing element that was received for review on July 20, 2026. Pursuant to Government Code section 65585, the California Department of Housing and Community Development (HCD) is reporting the results of its review. In addition, HCD considered comments from Robert Waldau, pursuant to Government Code section 65585, subdivision (c).

On June 9, 2026, HCD found the City's revised draft housing element met the statutory requirements of State Housing Element Law (Gov. Code, § 65580 et seq.). However, the housing element could not be found in substantial compliance until the City had adopted the element and completed necessary rezones (See Below). This draft amendment does not impact HCD's June 9, 2026, finding that the housing element meets statutory requirements. The housing element will substantially comply with State Housing Element Law when rezoning is complete and the element is adopted, submitted to, and approved by HCD, in accordance with Government Code section 65585.

A jurisdiction that did not adopt a compliant housing element within 120 days from the statutory deadline must rezone sites within one year of the statutory deadline and meet requirements pursuant to Government Code sections 65583, subdivision (c)(1)(A) and 65583.2, subdivisions (c), (h) and (i). As this year has passed and rezoning has not been completed (Program 2 - Adequate Sites for Regional Housing Needs Allocation (RHNA) and Monitoring of No Net Loss and Program 3 – By-Right Approval), the housing element is out of compliance and will remain out of compliance until the rezoning has been completed. Once the City completes the rezone, a copy of the resolution or ordinance should be transmitted to HCD. HCD will review the documentation and issue correspondence identifying the updated status of the City's housing element compliance.

As a reminder, the City's 6th cycle housing element was due January 31, 2024. As of today, the City has not completed the housing element process for the 6th cycle. The City's 5th cycle housing element no longer satisfies statutory requirements. HCD encourages the City to expeditiously move forward with rezoning and adoption and submit to HCD to regain housing element compliance.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available and considering and incorporating comments where appropriate. Commenters on this review provided meaningful suggestions. HCD encourages the City to continue working with organizations and other members of the public, including commenters on this housing element review, throughout the remainder of the review process and planning period. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Pursuant to Government Code section 65583.3, subdivision (b), the City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory and submit an electronic version of the sites inventory. While the City has submitted an electronic version of the sites inventory, if there are any changes, future adopted versions of the element must also submit the electronic version of the sites inventory to sitesinventory@hcd.ca.gov.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Affordable Housing and Sustainable Communities program, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD appreciates the ongoing effort and hard work from the housing element update team as part of the multi-jurisdictional housing element process and looks forward to receiving the City's adopted housing element and rezones. HCD welcomes the opportunity to provide technical assistance as the City completes its rezoning, including reviewing draft documents. If you have any questions or need additional technical assistance, please contact Andrea Grant, of our staff, at andrea.grant@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager



AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale
Danny Ambriz

Brian Raymond
Kalisa Rochester

MEETING August 24, 2026
DATE:
TO: Mayor and City Council
FROM: Justin Vinson, Public Works Director
PREPARED Justin Vinson, Public Works Director
BY:
SUBJECT: **Awarding a General Construction Contract with Consolidated Engineering Inc. for the East Broadway Overlay Project** (Public Works Director Vinson)

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 3646-26 awarding a General Construction Contract, in a form approved by the City Attorney, to Consolidated Engineering Inc. of Valley Springs, CA, for the East Broadway Overlay Project, City Project 26-01, Bid Call No. 737-26, in an amount not to exceed \$293,580 and authority construction contract change orders up to an aggregate amount of \$44,037 (15%); and authorize and direct the City Manager or designee to execute all contract documents and sign a Notice of Completion on behalf of the City; or

Motion to adopt staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

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

In 2018, Dynatest performed a network-level condition survey of the City's pavements and used the Pavement Condition Index (PCI) method in assessing the condition of the City's pavements. The PCI method is a more objective and repeatable method for assessing pavement conditions and is widely used in the industry. The condition assessment of E. Broadway Avenue, between Shaffer Rd and approximately 400' east of Manchester Rd, resulted in very poor condition (except the pavement adjacent to the storage center to the end of the development of the Vista Del Rey Cottages along E. Broadway Ave). The pavement between Shaffer Road and Mogliotti Ave was fully

reconstructed by development, so this pavement is in good condition. If funding wasn't an issue, staff would recommend a full reconstruction of this section of E. Broadway Avenue between Mogliotti Ave and approximately 400' east of Manchester Rd due to the poor condition of the roadway, but since the city is limited in funds, especially in its Gas Tax Fund, staff is recommending an overlay on both streets. The overlay will not occur in the two areas that have better condition of pavement along E. Broadway Ave (between Shaffer Rd and Mogliotti Ave and adjacent to the storage center to the end of the development of the Vista Del Rey Cottages).

The specifications and scope of work included in the overlay of E. Broadway Ave will consist of grinding the existing asphalt concrete, installation of an asphalt paving mat, and an overlay of 1 1/2" of asphalt concrete over the mat. This is approximately 141,250 square feet of pavement overlay. This will also include approximately 50 feet of overlay on intersecting streets that do not have a valley gutter. The estimated cost of construction was \$550,000 for the bid.

Bid proposals for this project were opened on Thursday, August 13, 2026, at 2:00 P.M. and were totaled and reviewed for responsiveness. Five (5) bid proposals were received. The Bid Summary (Exhibit "A") shows the bid amounts ranging from \$293,580.00 to \$446,525.00.

Staff has reviewed the bids and determined that the bid submitted by Consolidated Engineering Inc. of Valley Springs, California in the amount of \$293,580.00 is a responsive and acceptable bid.

The recommended contract administration practice is to include 15% of the bid amount as contingency funds for unforeseen and necessary changes to the contract. Staff is recommending a total construction budget of \$337,617. This total budget includes the construction contract amount of \$293,580.00 for bid items and \$44,037.00 contingency with contractor. Staff expects construction to start sometime in September.

II. FISCAL IMPACTS:

Sufficient funding for this project is available in the SB1 Fund FY 26-27, Account No. 1018-1080-A003.

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

Attachments:

1. E. Broadway Ave Bid Summary
2. Resolution 3646-26 Awarding Construction Contract with Consolidated Engineering, Inc. for E. Broadway Ave
3. Consolidated Engineering, Inc. Construction Contract E. Broadway

CITY OF ATWATER
PUBLIC WORKS DEPARTMENT

BID SUMMARY

EAST BROADWAY AVE OVERLAY PROJECT

Project No. 26-01

Bid's Date. 8/13/26

Account # 1018-1080-A0003

No.	Contractor	Bid Total	Note
1	Consolidated Engineering Inc.	\$293,580.00	
2	Rolfe Construction	\$360,375.00	
3	Dirt Dynasty	\$369,420.00	
4	United Pavement Maintenance, Inc.	\$377,103.00	
5	Agee Construction Corporation	\$446,525.00	



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 EAST BROADWAY AVENUE OVERLAY PROJECT

WHEREAS, E. Broadway Ave is a street located in the City of Atwater and the County of Merced; and

WHEREAS, the pavement on E. Broadway Avenue is in very poor condition; and

WHEREAS, there is approximately 141,250 square feet of pavement that needs replacement; and

WHEREAS, the work also includes wedge grinding, restriping, and installing geosynthetic fabric below the new asphalt; and

WHEREAS, The city received five bids for the project with Consolidated Engineering, Inc. coming in as the lowest responsive and responsible bidder at \$293,580.00.

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 \$293,580.00 and 15% contingency of \$44,037.00 for the E. Broadway Avenue Overlay Project.

The foregoing resolution is hereby adopted this 24th day of August 2026.

AYES:

NOES:

ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

CITY OF ATWATER
CONSTRUCTION CONTRACT
EAST BROADWAY AVE OVERLAY

1. PARTIES AND DATE.

This Contract is made and entered into this 25th day of August, 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 East Broadway Avenue Overlay 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 **\$293,580.00** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which

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

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

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

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

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's

principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

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

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

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works

project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

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

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

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

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

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance

with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

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

3.8.8 Air Quality.

Contractor shall fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions

limits and permitting requirements imposed by the San Joaquin Valley Air Pollution Control District (Air District) and/or California Air Resources Board (CARB). Although the Air District and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by Air District and CARB to include any item of equipment with a fuel-powered engine.

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

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

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

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

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

3.10 Claims; Government Code Claim Compliance.

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

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or

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

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

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

3.10.3.2 List of documents relating to claim:

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

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

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

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and

what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

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

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

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

3.12 Indemnification.

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

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

3.13 Insurance.

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

subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

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

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

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

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

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

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive

or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

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

3.13.3.4 All Coverages.

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

3.13.4 Separation of Insureds; No Special Limitations.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions.

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

3.13.6 Acceptability of Insurers.

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

3.13.7 Verification of Coverage.

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

3.13.8 Subcontractors.

All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages

for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

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

3.14 Bond Requirements.

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

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

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

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

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so

corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

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

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the 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 or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

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

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

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

CONTRACTOR:

Consolidated Engineering, Inc.
PO Box 701
Valley Springs, CA 95252
19

Attn: Casey Curtin, President

CITY:

City of Atwater
1160 5th St
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 25th day of August, 2026.

City of Atwater

CONSOLIDATED ENGINEERING, INC.

By: _____
Janell Martin
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

EXHIBIT "A"
SERVICES / SCHEDULE

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	MOBILIZATION	LS	1	\$17,000	\$17,000
2	TEMPORARY TRAFFIC CONTROL	LS	1	\$11,500	\$11,500
3	EROSION, SEDIMENTATION, AND POLLUTION CONTROL	LS	1	\$3,000	\$3,000
4	REMOVE EXISTING TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1	\$8,000	\$8,000
5	REMOVE EXISTING AC PAVEMENT (WEDGE GRIND)	LF	9,450	\$1.40	\$13,230
6	REPAIR EXISTING AC PAVEMENT	SF	141,250	\$0.22	\$31,075
7	RAISE EXISTING UTILITIES COVERS TO FINISH GRADE	LS	1	\$2,500	\$2,500
8	1.5" TYPE A HMA OVERLAY WITH PAVEMENT FABRIC	SF	141,250	\$1.34	\$189,275
9	REPLACE TRAFFIC STRIPING AND PAVEMENT MARKINGS	LS	1	\$18,000	\$18,000
TOTAL BID:				\$293,580.00	

EXHIBIT “B”
PLANS AND SPECIFICATIONS

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

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

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

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

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

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 _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

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

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

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

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: _____



AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale
Danny Ambriz

Brian Raymond
Kalisa Rochester

MEETING August 24, 2026
DATE:
TO: Mayor and City Council
FROM: Janell Martin, Interim City Manager
PREPARED BY: Janell Martin, Interim City Manager
SUBJECT: **Finance Director Employment Agreement with Sara N. Miller**
(Interim City Manager Martin)

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 3647-26 to ratify Finance Director Employment Agreement in the annual amount of \$145,672.97 plus benefits with Sara N. Miller, in a form approved by the City Attorney; and authorize and direct the Interim City Manager to execute the Agreement on behalf of the City; or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The Finance Director position is a key management position in the operation of City business. Failure to maintain appropriate staffing levels incite management limits the city from planning for the future, and negatively affects the City's financial, budgetary, and other operating processes. The previous Finance Director resigned her position as of May 29, 2026. The City began recruitment efforts immediately for a new Finance Director after receiving notice. Appointment of a replacement Finance Director will reaffirm to the community and staff the City's ability to maintain organization and leadership.

The City Manager has evaluated Sara N. Miller's knowledge, experience, skills, and ability to serve as the City's Finance Director and has recommended her appointment to the position. The Agreement shall commence on September 8, 2026 with a term of three (3) years, with the City having the ability to extend the term in increments of at least one year. The Finance Director's salary shall be \$145,672.97 per year (step 5 of 6 of the current salary schedule), and benefits shall be provided as outlined in the attached Agreement and consistent with the applicable City policies.

II. FISCAL IMPACTS:

Sufficient funding is available in the General Fund, Finance Department, Salaries, wages and benefits, Account No. 0001-1015-1001 through and including Account No.

0001-1015-1015. No additional fiscal impacts are associated with the Agreement. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

This item is consistent with goal numbers one (1) and four (4) of the City's Strategic Plan: to ensure the City's continued financial stability and to optimize organizational structure, respectively.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item was coordinated by the City Manager's Office and Human Resources Department.

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 ratification of the employment agreement by the City Council, the City Manager, City Attorney, and the employee shall execute the Agreement.

Attachments:

1. Resolution No. 3647-26 Finance Director Employment Agreement
2. Employment Agreement with Sara N. Miller



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 3647-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER TO RATIFY THE FINANCE DIRECTOR EMPLOYMENT AGREEMENT IN THE ANNUAL AMOUNT OF \$145,672.97 PLUS BENEFITS WITH SARA N. MILLER

WHEREAS, the City recognizes the need to fill the position of the Finance Director as a key management position in the operation of City business; and

WHEREAS, the position of Finance Director is essential to fulfilling planning for the future of the City's financial, budgetary, and other operating processes; and

WHEREAS, Sara N. Miller has demonstrated the knowledge, experience, skills, and ability to serve as the City of Atwater's Finance Director; and

WHEREAS, the attached employment agreement between the City and Sara N. Miller outlines terms that are fair, equitable, and in the best interest of the community, including provisions for salary, benefits, and accountability measures.

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

Section 1. The City Council hereby ratifies the Employment Agreement between the City of Atwater and Sara N. Miller for the position of Finance Director.

Section 2. The Interim City Manager is authorized and directed to execute the agreement on behalf of the City and to take all necessary actions to carry out the terms of the agreement.

Section 3. This resolution shall take effect on August 25, 2026. The start date of employment shall be September 8, 2026.

The foregoing resolution is hereby adopted this 24th day of August 2026.

AYES:

NOES:

ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

FINANCE DIRECTOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into as of the 24th day August of 2026, (“Effective Date”), by and between the CITY OF ATWATER (“City”) and **SARA N. MILLER** (“Employee”). The City and Employee shall be referred to herein individually as a “Party” and collectively as “Parties.” There are no other parties to this Agreement.

RECITALS

- A. The City Manager is authorized to negotiate and enter into employment agreements with Department Directors subject to the advice and consent of the Atwater City Council (“City Council”) pursuant to the terms of the Atwater Municipal Code (“Municipal Code”).
- B. The City Manager has evaluated Employee’s knowledge, experience, skills, and ability to serve as the City’s Finance Director and has recommended to the City Council that Employee be appointed as the Finance Director for the City pursuant to the terms of this Agreement.
- C. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Finance Director.
- D. The Parties desire to execute this Agreement pursuant to the authority of, and subject to, the provisions of California Government Code (“Government Code”) section 53260 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between Recitals and Section 1 through 9 of this Agreement, Sections 1 through 9 will prevail.

Section 2. Appointment of Finance Director, Duties, and Term.

Section 2.1. Appointment of Finance Director and Duties. Subject to the consent of and ratification by the City Council, the City Manager hereby appoints Employee to the position of Finance Director effective September 8, 2026, in and for the City, to perform the function and duties of the Finance Director, under the direction of the City Manager. Employee accepts such appointment and employment pursuant to the terms of this Agreement.

Section 2.2. Secondary Employment/Conflict of Interest. Employee agrees to devote all productive time, ability, and attention to the City's business to the extent necessary to perform the duties and responsibilities in a manner satisfactory to City.

A) During the Term, as defined in Section 2.5 of this Agreement, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City's business interests. As such, Employee agrees that Employee will notify the City Manager in writing if Employee accepts secondary employment, so that the City may determine whether there is a conflict or potential conflict with the satisfactory performance of Employee's duties and/or the best interest of the City. Employee has the right to volunteer for such nonprofit organizations as she may see fit, provided that such volunteer services do not interfere with the duties as Finance Director or conflict with, or present the appearance or possibility of conflicting with, the City's business interests.

B) Employee shall not engage in any activity that is, or may create, a conflict of interest, prohibited contract, or that may create an incompatibility of office under state law. Prior to performing services under this Agreement, and annually thereafter, Employee must complete financial disclosure forms required by law.

Section 2.3. Exempt Employee. Typical general business hours for City employees are Monday through Friday, 8:00 AM to 5:00 PM. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked outside of the City's general business hours, which are necessary to fulfill the duties of the Finance Director, unless otherwise provided in this Agreement.

Section 2.4. Duties/Schedule. The Finance Director's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Finance Director position may include frequent attendance at evening meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The City Manager recognizes that the Finance Director must devote a great deal of time outside normal office hours to business of the City and, to that

end, will be allowed to take Administrative Leave, as defined in Section 4.4 of this Agreement, as she shall deem appropriate during said normal office hours, subject to notification and approval of the City Manager.

The Finance Director's initial duties shall be as shown in the job description attached hereto as **Exhibit A**. Employee shall perform Employee's duties under this Agreement pursuant to the laws of the State of California and applicable City Municipal Code, ordinances, and resolutions. Employee understands that Employee's duties may be amended from time to time by the City Manager as necessary to meet the City's needs. No modification or change in Employee's responsibilities, duties or position shall otherwise change or revoke any other provision of this Agreement.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules, and regulations of the City now in force and effect and applicable to Employee's position, and by all such other applicable policies, rules and regulations as may be hereafter implemented and called to her notice and will faithfully observe and abide by the same. No such policy, rule or regulation shall alter, modify or revoke employee's status as an at-will employee or any other provision of this Agreement.

Section 2.5. Term. The term of this Agreement shall be for three (3) years from the date of Appointment, September 8, 2026, ("Term") subject to Section 5 of this Agreement. The City in its sole discretion, may extend the Term from time to time in increments of at least one (1) year. No later than one (1) month prior to the expiration of the Term, the City shall provide written notice to Employee as to whether the City intends to extend the Term. Termination of this Agreement shall be in accordance with Section 5 below.

Section 3. At-Will Employment.

Section 3.1. At-Will. Employee is an at-will employee serving at the pleasure of the City Manager, as provided in Government Code section 36506. Accordingly, the City Manager may terminate Employee's employment at any time, with or without cause.

Section 3.2. No Property Right in Employment. Employee understands and agrees that the terms of employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on the "at-will" employment status, Employee acquires no property interest in employment by virtue of this Agreement, and that Employee is not entitled to due process for any disciplinary actions under the City's personnel policies and rules.

Section 4. Compensation and Benefits

Section 4.1 Finance Director Salary. Beginning September 8, 2026, Employee shall be compensated at Step 5 of Range 335a of the Salary Schedule (currently in the amount of \$12,139.41 per month/\$145,672.97 per year) for services performed as Finance Director. This position is exempt from any City furlough program. Employee's performance shall be reviewed annually pursuant to the City's Performance Evaluation Policy and Employee shall be eligible to have her salary adjusted annually thereafter as set forth in the Salary Schedule, consistent with the Mid Managers Group, or Department Director Group (if established), whichever provides the greater benefit to Employee.

Section 4.2. Review and Evaluation. The City Manager agrees to review and evaluate Employee's performance of Employee's duties as Finance Director, pursuant to the terms of this Agreement ("Review and Evaluation"), on not less than an annual basis and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted on or about September 8th of each year, or at the City Manager's discretion.

Section 4.3. Administrative Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to City business as Finance Director. To that end, Employee shall receive up to eighty (80) hours of administrative leave ("Administrative Leave") per calendar year, to be used as needed, upon the approval of the City Manager. Approved but unused Administrative Leave may be cashed out annually at the discretion of the City Manager and only if budgeted funds are available to permit the cash out. Administrative Leave is only available for use or cash out in the year in which it is given, has no other cash value, and may not be carried over into a subsequent year.

Section 4.4. Sick and Vacation Leave.

Section 4.4.1 Sick Leave. Employee shall accrue four (4) hours of sick leave each pay period over 24 pay periods a year. Employee shall be permitted to cash out up to ninety-six (96) hours of accrued and unused sick leave annually pursuant to City policy at the discretion of the City Manager and only if budgeted funds are available to permit the cash out. There is no cap on sick leave accruals. If employee's employment with the City terminates, sick leave shall be paid out pursuant to the City's Paid Sick Leave Policy on the same terms and conditions as are offered to other City employees, consistent with the Mid Managers Group, or Department Director Group (if established), whichever provides the greater benefit to Employee.

Section 4.4.2. Vacation Leave. In recognition of Employee's fifteen (15) years of public sector finance experience, including service with government agencies and educational institutions. Employee shall be credited with forty (40)

hours of vacation leave on date of hire. Employee shall accrue 3.33 hours of vacation leave per pay period over 24 pay periods a year. Employee may cash out up to eighty (80) hours of accrued, unused vacation annually at the discretion of the City Manager and only if budgeted funds are available to permit the cash out. Accruals are capped at twice the annual accrual amount.

Section 4.5. Holidays. Employee shall be subject to the provisions governing Holidays as are set forth in the City's Personnel Rules and Regulations.

Section 4.6. Medical, Dental and Vision.

4.6.1. Medical, Dental and Vision. During the Term of this Agreement, or any extension hereof, the City shall pay the premiums for Employee and qualified dependents' for medical, dental and vision insurance on the same terms and conditions as are offered to other similarly situated City employees, consistent with the tier system utilized for the Mid Managers Group or Department Director Group (if established), whichever provides the greater benefit to Employee. Employee shall be responsible for the payment of any premiums not paid for by the City and all deductibles, co-payments and disallowed costs. Should Employee elect not to participate in the City's medical plan or elect to enroll in medical coverage through a spouse, Employee shall be eligible for in-lieu payments in the amount set for the Mid Managers Group or Department Director Group (if established), whichever provides the greater benefit to Employee.

4.6.2 Medical Upon Retirement. If Employee is a qualified annuitant under the requirements of CalPERS and the effective date of retirement is less than one hundred and twenty (120) days after separation from employment with the City, Employee may elect to participate in the City's medical insurance plans. If qualified for enrollment, the City shall pay the premiums consistent with the tier system utilized for the Mid Managers Group or Department Director Group (if established), whichever provides the greater benefit to Employee at the time of Employee's retirement. Employee shall be responsible for the payment of any premiums not paid for by the City and all deductibles, co-payments and disallowed costs. When Employee and qualified dependents become eligible for Medicare, the City's medical insurance plan shall become secondary insurance and the City's obligation to pay premiums as set forth in this Section shall be reduced accordingly.

4.6.3 Dental and Vision Upon Retirement. Upon Employee's retirement from the City, Employee and eligible dependents may elect to remain on the City's dental and/or vision coverage plans. Employee will be responsible for paying the full amount of the monthly premium amounts for Employee and eligible dependents, established by the City's provider, as well as all deductibles, co-payments, and disallowed costs. Said amounts are subject to change annually. The City shall bill Employee on a monthly basis for the full amount of the monthly

premiums. Non-payment will result in disenrollment of Employee and eligible dependents without the option to re-enroll.

Section 4.7. Retirement. The City participates in the California Public Employees' Retirement System (CalPERS). CalPERS will make the determination if Employee is considered a "Classic" or "New Member" (as defined under Government Code section 7522.04), and Employee shall contribute based on the enrolled tier. Employee shall pay 100% of the employee contribution.

Section 4.8. Life Insurance and Accidental Death and Dismemberment. During the term of this Agreement, or any extension hereof, the City shall pay 100% of all premiums per existing policy in place at time of agreement to cover the life insurance policy currently in place for the benefit of Employee.

Section 4.9. Disability. During the term of this Agreement, or any extension hereof, the City shall pay 100% of all premiums per existing policy in place at time of agreement to cover both short term and long-term disability benefits for the benefit of Employee.

Section 4.10. Unemployment. During the term of this Agreement, or any extension hereof, the City shall contribute to the Unemployment Insurance Program for the benefit of Employee, at no cost to Employee.

Section 4.11. Changes in Fringe Benefits or Working Conditions. Except as otherwise provided herein, all provisions of the Rules and Regulations of the City relating to changes to fringe benefits and/or working conditions as they now exist, or hereinafter may be amended, shall also apply to Employee as they would to other similarly situated City employees, consistent with the policy for the Mid Managers Group or Department Director Group (if established), in addition to the benefits enumerated for the benefit of Employee as herein provided.

Section 4.12. Professional Development. Subject to available funds, the City agrees to pay the professional dues, subscriptions, travel, and other business expenses of Employee reasonably necessary for continued and full participation in national, state, and local associations, professional organizations, governmental groups and committees thereof for the good of the City in accordance with the approved budget.

Section 4.13 Expense Reimbursement. The City shall reimburse Employee for all sums necessarily incurred and paid by Employee in the performance of her duties, as approved by the City Manager. Employee shall submit a claim form or appropriate documentation to the City in compliance with City policies.

Section 5. Termination of Employment and Severance.

Section 5.1. Voluntary Resignation. Employee may resign at any time and agrees to give the City at least forty-five (45) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full-time public service with the City, Employee shall provide three (3) months advance written notice. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and other compensation due and owing under this Agreement. In the event of voluntary resignation or retirement, Employee shall not be entitled to Severance, as set forth in Section 5.3 of this Agreement.

Section 5.2. Termination by City Manager. The City Manager may terminate this Agreement and remove Employee from her position as Finance Director at any time with or without cause.

Section 5.3. Termination With Severance. This provision only relates to Employee's eligibility to receive severance pay pursuant to this Agreement and does not in any way impact Employee's at-will status. In the event the City terminates Employee's employment and this Agreement without Good Cause, as defined in Section 5.4, below, or requests Employee's resignation in lieu of such termination, subject to the conditions in this subsection, the Employee shall be eligible to receive a sum equal to four (4) month's Base Salary or Base Salary for remaining number of months on the Agreement's term, whichever is less ("Severance"). Such Severance is subject to the restrictions of Government Code section 53260. Severance shall be paid in the same manner as to other similarly situated City employees unless otherwise agreed to by the City and Employee. Employee's eligibility for Severance shall be expressly conditioned upon Employee executing a waiver and release agreement (i) forever releasing and waiving any and all claims against the City, and its employees, elected officials, and agents, , and (ii) including a covenant not to sue any of those parties. Such waiver shall be either drafted or approved by the City Attorney prior to execution. Employee shall not receive any Severance if she resigns, is terminated for cause, or if a waiver and release agreement is not executed by the parties.

Section 5.4. Termination Without Severance. This provision only relates to Employee's ability to receive severance pay pursuant to this Agreement and does not in any way impact Employee's at-will status. The City Manager may at any time immediately terminate this Agreement and Employee's employment for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the City is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement is defined as the following:

City of Atwater
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Employment Agreement
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1. Conviction of a felony;
2. Disclosing confidential or protected information of the City;
3. Misconduct or gross carelessness;
4. Unjustifiable and willful neglect of the duties described in this Agreement or Employee's job description;
5. Mismanagement;
6. Dishonesty;
7. Failure to perform Employee's duties to the standard set by the City, as determined by the City Manager,
8. Any conduct which violates the applicable provisions of the City's personnel policies, rules or regulations;
9. Repeated or protracted unexcused absences from the Employee's office and duties;
10. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation or the Administration Department whether during or outside business hours;
11. Violation of federal, state, or City discrimination laws;
12. Refusal to take or subscribe any oath or affirmation which is required by law;
13. Employee's disability resulting in her inability to perform the essential functions of her job, which the City is unable to reasonably accommodate without placing an undue burden on City business operations;
14. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests; or
15. Substance abuse which adversely affects performance of Employee's duties.

The City Manager may also place Employee on paid or unpaid investigatory leave during the Term of this Agreement.

Section 6. Notices. Any notice or communication required hereunder between the City and Employee must be in writing and may be given either personally or by Federal Express, UPS, or other similar couriers providing traceable overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by Federal Express or similar overnight courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Employee:

City of Atwater
Attn: Sara Miller
1350 Broadway Avenue
Atwater, California 95301
cc: Employee's home address on file

If to the City:

City of Atwater
Attn: City Manager
1160 5th Street
Atwater, California 95301

Section 7. Indemnification. The City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Finance Director in accordance with the California Government Claims Act (Government Code section 810 *et seq.*) and shall provide a defense to Employee in accordance with Government Code sections 995-996.6. The City may decline to defend or indemnify Employee only as permitted by the Government Code. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, the City's duty to defend and indemnify Employee shall be contingent upon Employee's good faith cooperation with such defense. In the event the City provides paid leave to the Employee pending an investigation or funds for a legal criminal defense pursuant to this Section, Employee shall reimburse the City for the amount of such paid leave or cost of the legal criminal defense, if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.1. Also, if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his or her office or position as provided in Government Code section 53243.2-53243.4

Section 8. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. General Provisions

9.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

9.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and

City of Atwater
Finance Director
Employment Agreement
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agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

9.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

9.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

9.5. Headings. The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

9.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

9.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

9.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

9.9. Counterparts. This Agreement may be executed in counterparts, including by signatures transmitted electronically, and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

9.10. Venue. Venue for all legal proceedings shall be in the Superior Court in and for the County of Merced in the State of California.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

[SIGNATURE PAGE TO FOLLOW]

CITY:

City of Atwater, a municipal corporation
of the State of California

EMPLOYEE:

By: _____
Janell Martin, Interim City Manager

By: Sara N Miller
Sara Miller, an individual

Date Signed: _____

Date Signed: 08/19/2026

Approved as to Form:

By: _____
Frank Splendorio, City Attorney

Exhibit A

FINANCE DIRECTOR

DEFINITION

Under direction of the City Manager, to plan, organize, direct, and manage the City finance, accounting, purchasing, and budget preparation; to assist the City Manager by developing and administering management information systems; to administer City grants; to assist with coordinating City personnel and labor relations functions; to administer City insurance programs; to provide advice and consultation on fiscal issues to the City Manager and City Council; to supervise, train, and evaluate the work of staff assigned to the Finance Department; and to do related work as required. Serves as Disaster Service Worker. FLSA Status: Exempt.

DISTINGUISHING CHARACTERISTICS

This is the top level executive management classification for the position which has responsibility for managing and directing the services and functions of the City Finance Department, as well as serving as the primary fiscal advisor for the City Council, City Manager, and City staff.

REPORTS TO

City Manager.

CLASSIFICATIONS SUPERVISED

Finance Operations Manager, Accountant I, II, Accounting Technician, Senior Account Clerk, Account Clerk I, II, Administrative Assistant I, II, and other City staff as assigned.

ESSENTIAL FUNCTIONS

Plans, organizes, manages, and directs the City financial services functions; has responsibility for the development, management, and oversight of City fiscal services and computerized information systems; provides supervision, training, and work evaluations for assigned technical, professional, paraprofessional, and office support staff; directs fiscal planning, accounting, internal control, and audit functions; oversees the development of fiscal projections and plays a major role in the budget development process; oversees the collection and disbursement of City funds in accordance with legal requirements and regulations; participates in "meet and confer" sessions with employee organizations; supervises the purchasing of materials and supplies; manages the day-to-day banking and investment program; in conjunction with the City Treasurer manages the City's investment portfolio; administers City leases and insurance programs; reviews management information systems questions, issues, problems, and planning; directs and oversees the preparation of a wide variety of fiscal reports and

financial statements required by City management and other government agencies; works with external auditors of City financial records and procedures; oversees the maintenance of cash flow and revenue records; administers and ensures compliance with revenue sharing and grant programs; invests City funds; monitors and reviews City investments, cash balances, and treasurer reports; reviews various financial and administrative functions including payroll, debt management, grants, purchasing, leases, and insurance; maintains records; has responsibility for the development of centralized computer and information systems; ensures proper utility billing and collection; directs the procurement and utilization of computers and software; provides a variety of fiscal consultation to City management and staff and the City Council; and represents City finance functions and activities with citizens, community organizations, and other government agencies. Attends night and weekend meetings.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; frequent contact with other staff and the public.

MINIMUM QUALIFICATIONS**Knowledge of:**

- Principles of governmental finance, budgeting, and accounting.
- Principles, methods, and practices of accounting, auditing, and financial record keeping.
- Budget development, administration, and expenditure control.
- Data processing methods, equipment, and principles.
- Purchasing methods, policies, and procedures.
- Financial research and reporting.
- Centralized warehousing and distribution of equipment and supplies.
- Laws, rules, regulations, and policies affecting public agency finance and fiscal reporting.
- Techniques of financial and management analysis.
- Uses of computers and computer applications in professional fiscal work.
- Principles of management, supervision, training, and employee evaluation.

Ability to:

- Collect financial data, analyze it objectively, present it clearly, and prepare sound recommendations and reports.

- Devise and install improvements in financial record keeping systems and in management information systems.
- Plan, organize, and supervise the work of a staff of clerical and accounting personnel.
- Establish and maintain effective working relationships with public and organizations.
- Plan, organize, manage, and direct the financial and administrative services functions of the City.
- Plan, manage, and oversee centralized data processing and computer information systems.
- Provide supervision, training, and work evaluations for assigned staff.
- Provide a variety of fiscal consultation to City elected officials, management, and staff.
- Develop and administer grants.

Training and Experience:

- Five (5) years of increasingly responsible professional experience in financial analysis and accounting work including three (3) years in a financial management or supervisory capacity in public finance.
- Completion of advanced educational training in finance, accounting, economics, or closely related subjects is highly desirable.

SPECIAL REQUIREMENTS

- None.

Education:

- Graduation from an accredited college or university with a Bachelor's degree in accounting, business administration, public administration, or closely related field.
- Masters degree in public or business administration or CPA is highly desirable.

License:

- Possession of a valid California driver's license.

The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The City of Atwater assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a meet and confer process and are subject to the Memorandum of Understanding currently in effect.



AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale
Danny Ambriz

Brian Raymond
Kalisa Rochester

MEETING August 24, 2026
DATE:
TO: Mayor and City Council
FROM: Frank Splendorio, City Attorney
PREPARED
BY:
SUBJECT: **City Manager Employment Agreement with Janell A. Martin** (City Attorney Splendorio)

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 3648-26 to appoint Janell A. Martin as City Manager and approve City Manager Employment Agreement, in a form approved by the City Attorney, with Janell Martin; and authorize and direct the Mayor to execute the agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

Janell A. Martin is the current Interim City Manager and has served in the role since June 26, 2026.

Since then, the City has been in the process of recruiting a new City Manager. After an extensive search and selection process, Janell A. Martin has been identified to serve in the permanent role of City Manager. Janell A. Martin brings valuable long-time experience, institutional knowledge, and stability to the City, where she has served in various roles, including most recently as the Assistant City Clerk/Records Coordinator. She has served the City very well in her two months as the Interim City Manager.

The employment agreement is being presented at an open meeting to ensure the public agency ratify/approves all contracts of employment with chief executive officers in an open session of the governing body.

The Agreement shall commence on August 25, 2026, and expire on August 24, 2029, which is a term of three (3) years, with annual renewal options unless City Council notifies the Employee of the decision not to renew. The City Manager's salary shall be \$193,747.31 per year (step 4 of 6 of the current salary schedule), and benefits shall be provided as outlined in the attached Agreement and consistent with the applicable City policies.

Unless terminated for cause, the employee is eligible for a severance equal to six (6)

months' base salary or base salary for the remaining number of months on the Agreement's term, whichever is less.

II. FISCAL IMPACTS:

The adopted Fiscal Year 2026-27 budget includes funding for a full-time regular City Manager position. No additional fiscal impacts are associated with the new Agreement. There will be some salary savings because Ms. Martin will start at step 4, rather than step 6, of the Council-approved salary schedule. There is also additional savings since Ms. Martin has declined use of the City vehicle.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

N/A

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

Upon approval of the agreement by the City Council, the necessary parties will execute the Agreement.

Attachments:

1. Resolution No. 3648-26 City Manager Employment Agreement
2. Employment Agreement with Janell A. Martin



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. 3648-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AN EMPLOYMENT AGREEMENT FOR CITY MANAGER WITH JANELL A. MARTIN AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City Council of the City of Atwater acknowledges the importance of maintaining stable, effective administrative leadership for the continued operation of the City and the delivery of municipal services; and

WHEREAS, the City conducted an extensive recruitment and selection process for the position of City Manager, which included consideration and evaluation of qualified candidates; and

WHEREAS, following the recruitment and selection process, the City Council determined that Janell A. Martin possesses the qualifications, experience, and leadership necessary to serve as the City Manager and is the best candidate to lead the City's administrative operations; and

WHEREAS, Janell A. Martin has been serving as the Interim City Manager and, through her service to the City, has demonstrated the experience, institutional knowledge, leadership and commitment necessary to fulfill the responsibilities of the City Manager; and

WHEREAS, the attached employment agreement between the City and Janell A. Martin establishes terms and conditions of employment that are fair, equitable, and in the best interests of the City and its residents, including provisions for salary, benefits, duties, and accountability.

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

Section 1. The City Council hereby approves the Employment Agreement between the City of Atwater and Janell A. Martin for the position of City Manager.

Section 2. The Mayor is authorized and directed to execute the Employment Agreement on behalf of the City of Atwater, together with any non-substantiative revisions approved by the City Attorney.

The foregoing resolution is hereby adopted this 24th day of August 2026.

AYES:

NOES:

ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”), made by and between the City of Atwater (“City”), a California municipal corporation, and Janell A. Martin (“Employee”), an individual, both of whom agree as follows:

RECITALS

1. Employee has been serving the City as Interim City Manager.
2. The City Council desires to appoint Employee as City Manager of City, and Employee desires to accept this appointment.
3. City and Employee desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters

NOW, THEREFORE, the parties agree as follows:

Section 1. Appointment; Duties and Authority; At-Will Status

City agrees to appoint Employee as City Manager, to perform the functions and duties specified in the City Manager job description (attached hereto as Exhibit A), applicable law and municipal ordinance, and the directions of the City Council. Employee is subject to the direction and oversight of the City Council, and is appointed “at will,” meaning that the employee serves at the pleasure of the City Council.

Section 2. Days, Hours, and Location of Work.

- A. Hours of Work. The position of City Manager is a full-time position generally requiring 40 working hours or more per week, and Employee is expected to devote the hours necessary to fulfill the obligations of the position. Employee understands that Employee is an executive management employee exempt from federal and state laws pertaining to overtime compensation. Employee must be available to other staff and members of the public, and is generally expected to be working during City’s regular hours of business (which are Monday through Friday, 8:00am to 5:00pm). Employee’s position also requires frequent time worked outside of customary business hours (e.g. for attendance at meetings, projects, and other similar or non-routine special events or circumstances or other functions on City’s behalf). As such, Employee’s daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the City Council.
- B. Location of Work. During City business hours, Employee shall work primarily at City offices, except as business needs may require Employee to go to other locations, or as otherwise approved by the City Council.
- C. Full Energy and Skill. Employee agrees to remain in the exclusive employment of City during the term of this Agreement. Employee shall faithfully, diligently, and to the best

of Employee's abilities in accordance with the highest professional and ethical standards of the profession, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to City. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to City's business and affairs.

- D. Outside Activities. Employee shall not spend more than 8 hours per month in teaching, consulting, expert witness testimony, speaking, or other non-City connected business for which compensation is paid without express prior consent of the Council. Employee will take personal leave (i.e. vacation time) for all outside activities of this nature.

Section 3. No Conflict

During the term of this Agreement, Employee shall not engage in any employment, activity, consulting service, prohibited contract, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, the proper discharge of official duties, or which would tend to impair Employee's independence of judgment or action in the performance of official duties.

Section 4. Term

The term of this Agreement shall commence on August 25, 2026 (the "Effective Date"), and continue for a period of three years through August 24, 2029, unless terminated earlier by either party in accordance with the provisions set forth in Section 8. The term of this Agreement shall automatically renew and extend for an additional one (1) year term beginning on August 25, 2029 unless written notice not to renew and extend is given by City to Employee at least sixty (60) days before the expiration of the initial term. If a renewal occurs under the provisions of this Section, the additional one (1) year term shall immediately be deemed part of the term of this Agreement for purposes of Section 8.C.

Section 5. Compensation

A. Salary: Employee shall receive a gross base salary of One Hundred Ninety Three Thousand Seven Hundred and Forty-Seven Dollars and Thirty-One Cents (\$193,747.31) payable in pro-rata installments in accordance with the City's established payroll schedule, and subject to all applicable and customary payroll taxes and withholdings.

B. Salary Adjustments. The Council can decide, in its sole discretion, whether to award Employee any merit-based increase in compensation. Employee is not guaranteed any compensation increase, even with a positive evaluation or even if other City employees are provided an increase.

Section 6. Employee Benefits and Leaves

A. Health and Welfare Benefits. Employee will be eligible for all regular health and welfare benefits that the City provides to other full-time employees of the City. Details of those benefits are provided in the City's personnel policies and/or the summary plan description(s). The

City's contribution toward health benefits shall be equal to that provided to other full-time employees of the City as specified in the City's employment policies.

B. Retirement Benefits. The City participates in the California Public Employees' Retirement System ("CalPERS"), and Employee will be enrolled as a member in accordance with applicable law. Retirement benefits and employer and employee contribution rates will be determined in accordance with applicable law and the City's contract with CalPERS.

C. Vacation: Employee shall accrue and use vacation in accordance with the terms and conditions of the Mid Manager's Group (based on Employee's original hire date). Employee may cash out up to eighty (80) hours of accrued, unused vacation annually only if budgeted funds are available to permit the cash out.

D. Sick Leave: Employee shall accrue sick leave in accordance with the terms and conditions of the Mid Manager's Group (based on Employee's original hire date). Employee shall be allowed to use sick leave in accordance with state law and any other sick leave policy applicable to all City employees. Employee may cash out up to ninety-six (96) hours of accrued, unused sick leave annually only if budgeted funds are available to permit the cash out.

E. Holidays. Employee is eligible for the paid holidays in accordance with the City's policy.

F. Administrative Leave. It is recognized that employee must devote a great deal of time outside the normal offices to City business as City Manager. To that end, Employee shall receive eighty (80) hours of administrative leave per calendar year that must be used in the year granted and cannot be carried forward or accrued to subsequent years. Upon the Effective Date of this appointment, Employee's existing administrative leave bank will be replenished to eighty (80) hours. Approved but unused administrative leave may be cashed out annually only if budgeted funds are available to permit the cash out. Administrative leave is only available for use or cash out in the year in which it is provided, has no other cash value, expires on December 31 of each calendar year, and may not be carried over into a subsequent year.

Section 7. Performance Evaluation

At any time within the first six months of Employee's employment, and approximately annually thereafter in or about August each year of this Agreement, the City Council shall conduct an evaluation of Employee's performance and provide feedback, guidance, and direction regarding the City's goals and objectives which Employee shall be tasked with implementing. Nothing in this paragraph prohibits the City Council from conducting additional formal performance evaluations when deemed appropriate or from providing informal feedback to Employee regarding Employee's performance.

Section 8. Termination of Employment; Severance Eligibility

A. No Property Interest: Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as City Manager. Employee understands and agrees that Employee works at the will and pleasure of the City

Council, and that Employee may be terminated, or asked to resign, at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing.

B. Employee Resignation and Notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign voluntarily at any time from the position of City Manager, in which case Employee is requested to voluntarily provide the sixty (60) days' notice in advance, unless the Parties agree otherwise. In the event the Employee voluntarily resigns without being asked by City to resign (as provided in subsection C below), the Employee shall not be eligible for nor entitled to any severance pay.

C. Severance Pay. If Employee is asked to resign or is terminated without cause, as City Manager, then Employee shall be eligible to receive a cash payment equivalent to the sum of Employee's base monthly salary multiplied by six (6) (or by the remaining number of months in the Agreement, whichever is less, in accordance with California Government Code section 53260). This cash payment, at the City Council's discretion, will be paid either on a prorated, monthly basis over the number of months involved or as a lump sum. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against City (and its officers, employees, etc.) to the full extent permitted by law, in a form prepared by or approved by City legal counsel, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this paragraph. Upon termination, employee shall also be paid for any accrued, but unused, vacation leave, but not accrued sick leave or administrative leave.

D. For Cause Termination; Ineligibility for Severance. If Employee is terminated for cause, Employee shall not be eligible for nor paid any severance pay except as provided in the remainder of this subsection. "Cause" is defined as a conflict of interest; any acts of dishonesty, fraud, misappropriation or misrepresentation; an unreasonable refusal to comply, or failure to act in accordance, with lawful direction given by the City Council; repeated neglect of duties required to be performed under this Agreement; gross mismanagement; and any acts of moral turpitude (on or off duty.) In the event that Employee's employment and this Agreement are terminated for cause, Employee will be presented with a general description of the basis for said cause. If Employee seeks to challenge that determination, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause" as defined above. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages, attorneys' fees, litigation costs expenses or other award. Under no circumstances shall the Employee be entitled to reinstatement as a result of such action.

Section 9. Payment of Expenses of Employment

A. Fidelity and Other Required Bonds. City will pay the cost of any fidelity or other bonds required of the Employee under applicable law.

B. Indemnity. In accordance with and subject to the California's Government Claims Act (Government Code §810 *et seq*), City will defend and indemnify Employee against and for all

losses sustained by Employee arising in the scope of, and in direct consequences of, the discharge of duties on the City's behalf for the period of Employee's City employment. City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, unless otherwise specifically provided by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

C. Professional Development and Memberships. Subject to budget approval, City will pay the reasonable dues for Employee's membership in professional organizations associated with the office of City Manager.

D. Professional Events. Subject to budget approval, the City will pay the cost of attending conferences or other events (i.e. out-of-town meetings, professional seminars, etc.) necessary for the proper discharge of Employee's duties. City will allow Employee reasonable time away from regular duties to participate in the annual conferences of these organizations.

E. Necessary Employment Expenses. City will reimburse Employee for all expenses necessarily incurred in performing duties under this Agreement for the benefit of the City. Such expenses must be supported by written receipts and will be processed in accordance any established City expense policy. Employee must obtain approval from the Mayor before incurring any travel-related expenses related to attendance at any conferences associated with City management functions. Reimbursable expenses include travel, accommodations, and registration for conferences, and meals.

Section 10. Miscellaneous/General Provisions

A. Notices. Notices pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing into the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City of Atwater
1160 Fifth Street
Atwater, CA 95301
Attn: Mayor

Employee Janell A. Martin
Mailing address last on file with City

Notice shall be deemed given as of the date of personal service or as of the business day following the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

B. Entire Agreement. This Agreement sets forth and establishes the entire understanding between City and Employee with respect to the City Manager appointment. Any prior discussions or representations by or between the parties regarding this appointment are merged into and rendered null and void by this Agreement.

C. Other Employment Terms and Conditions; Agreement Amendments. The City Council reserves the right to unilaterally modify the terms of this agreement to comply with applicable law (and to notify Employee of such modification as soon as possible), as well as to fix (in consultation with Employee) any such other terms and conditions of employment that are not inconsistent or in conflict with this Agreement. In addition, the parties may, by mutual written Agreement approved by majority of the City Council and signed by both Parties, amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. Any purported amendment not in compliance with this subsection shall be null and void.

D. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, each party shall bear their own attorney's fees as may be incurred in enforcing any judgment or order entered in any such action.

E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

F. Binding Agreement. This Agreement is binding upon, and shall inure to the benefit of, Employee's heirs and executors.

G. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 et seq. of the Government Code, as it may be amended or renumbered.

H. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Merced County, California. Nothing in this subsection precludes the Parties from, by mutual agreement, utilizing alternative dispute resolution methods such as arbitration.

I. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

J. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

K. Counterparts. The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

L. No Assignment. Employee may not assign or transfer this Agreement in whole or in part. Any such purported assignment or transfer shall be null and void.

M. Public Record. Employee acknowledges that this Agreement is a public record subject to public review and disclosure under California law.

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

EMPLOYER:

CITY OF ATWATER

By: _____

Date

EMPLOYEE:

Janell A. Martin

Date

APPROVED AS TO FORM

Frank Splendorio, City Attorney

Date

Exhibit A

CITY MANAGER

DEFINITION

Under the administrative direction of the City Council, to plan, organize, manage, and direct the functions of City government; to represent City Council policies and programs with City staff, community organizations, other agencies, and the public; to review City departments' annual budget requests and develop final expenditure recommendations for presentation to the City Council; to be responsible for employer-employee relations; and to do related work as required. Serves as Disaster Service Worker. FLSA Status: Exempt.

DISTINGUISHING CHARACTERISTICS

This single position class serves as Chief Executive Officer for the operation of City government and the providing of public services. The incumbent serves at the pleasure of the City Council.

REPORTS TO

The City Council.

CLASSIFICATIONS SUPERVISED

Department Heads.

ESSENTIAL FUNCTIONS

Serves as Chief Executive Officer for the City of Atwater; provides the City Council and management with advice and consultation on the development of City services and policies; coordinates the agenda for City Council meetings; directs special studies and surveys to determine the effectiveness of City government; keeps City Council members informed of the activities and potential problems of City services; represents City Council policies with employees, other government agencies, the public, and community organizations; reviews department budget requests, overseeing preparation of the annual budget and developing recommendations on final expenditure levels for presentation to the City Council; oversees expenditure controls for the adopted budget; maintains a continued awareness of administrative practices and recommends changes to the City Council; has responsibility for City employer-employee relations; reviews the operations of City departments for conformance with appropriate work standards; selects, directs, and evaluates executive management staff; coordinates City functions with other government agencies; oversees the preparation and administration of grant applications; responds to the most sensitive citizen information requests and complaints; serves as the Executive Director of the Fire District, Chief Finance Officer, Chief Building Official, Executive Director of Redevelopment Agency, and Executive Director of the Housing Authority. Attend night and weekend meetings.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing

and vision to normal range; verbal communication; use of office equipment including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; frequent driving to different locations throughout the City; continuous contact with other staff and the public.

Knowledge of:

- Principles and practices of public administration including administrative analysis, fiscal planning, and control, policy, and program development.
- Laws, rules, ordinances, and legislative processes controlling municipal government services and operations.
- Organization, problems, and functions of municipal government.
- Research and evaluation methods.
- Personnel, employer-employee relations, and equal employment opportunity programs, procedures, and requirements.
- Principles of management, supervision, training, and employee evaluation.
- Personal computers, and software applications related to City management and administration.

Ability to:

- Plan, organize, manage, coordinate, and supervise the functions and services of the City to achieve efficient operations and achieve program goals.
- Prepare and administer the City budget and oversee fiscal records.
- Coordinate the preparation of the City Council agenda.
- Direct the gathering, organization, analysis, and presentation of a variety of data and information.
- Prepare clear, concise, and accurate records and reports.
- Evaluate, formulate, and develop recommendations on improvements to City operations, programs, and services.
- Provide advice and consultation to the City Council on the development of ordinances, regulations, programs, and policies.
- Communicate well during public presentations.
- Exercise supervisory and management authority tactfully and effectively.
- Effectively represent the City's policies, programs, and services with the public, community organizations, City staff, and other government agencies.
- Establish and maintain cooperative working relationships.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; frequent driving to different locations throughout the City; continuous contact with other staff and the public.

MINIMUM QUALIFICATIONS**Training and Experience:**

- Five (5) years of broad and extensive management, supervisory, and administrative experience, preferably including work in a public agency involving development and administration of programs, budgets, and public services.

Education:

- Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a closely related field. Education requirements may be substituted with equivalent public administration and/or local government experience.

DESIRED QUALIFICATIONS

- A Master's degree in public administration, business administration, or a closely related field.

SPECIAL REQUIREMENTS

- None.

License:

- Possession of a valid California driver's license.

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Rev. 2-26-24