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=pAMEixiIzMrhc6NZR2PbxmQedPslbw.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) 357-6300.

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

September 14, 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.)

COMMENTS FROM THE PUBLIC

NOTICE TO THE PUBLIC

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

CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

TREASURER'S REPORT

1. a.) July 31, 2026

Staff's Recommendation: Acceptance of reports as listed.

WARRANTS

2. a.) August 27, 2026
b.) September 3, 2026
c.) September 10, 2026

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

MINUTES: (City Council)

3. August 24, 2026 - Regular meeting

Staff's Recommendation: Acceptance of minutes as listed.

MINUTES : (Citizens' Oversight Committee)

4. **March 10, 2026 - Regular meeting**

   Staff's Recommendation: Acceptance of minutes as listed.

RESOLUTIONS

5. **Approving and Ratifying a Side Letter Agreement Between the City of Atwater and 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 9 (Other Compensation), adding Section 9.11 (Bilingual Pay) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City** (Human Resources Director Sousa)

   Staff's Recommendation: Adopt Resolution No. 3649-26 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and 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 9 (Other Compensation), adding Section 9.11 (Bilingual Pay) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City.

6. **Approving Municipal Staffing Agreement with Government Staffing Services, Inc., dba MuniTemps, for Temporary Finance Director Staffing Services** (City Manager Martin)

   Staff's Recommendation: Adoption of Resolution No. 3650-26 approving an agreement, in a form approved by the City Attorney, with Government Staffing Services, Inc., dba MuniTemps, for Temporary Finance Director Staffing Services and Recruiting Services; and authorizes and directs the City Manager to execute the agreement on behalf of the City.

7. **Approving the Atwater City Council's Response to the 2025–2026 Merced County Civil Grand Jury Report** (City Manager Martin)

   Staff's Recommendation: Adoption of Resolution No. 3651-26 approving the City Council's responses to the findings and recommendations contained in the 2025–2026 Merced County Civil Grand Jury report; authorizing the Mayor to sign the responses on behalf of the City Council; and directing the City Manager, to submit the approved responses as required by law.

8. **Designating One Member to Serve as Voting Delegate Representing the City at the League of California Cities Annual Conference** (City Manager Martin)

   Staff's Recommendation: Adoption of Resolution No. 3653-26 designating one member to serve as voting delegate representing the City at the League of California Cities Annual Conference, to be held September 23-25,2026, in Anaheim, California.

OTHER ACTIONABLE ITEMS:

9. **Authorizing and Approving a Purchase Agreement (Purchase Order) with All Star Fire Equipment Inc of Arcadia, California, for the purchase of New Fire Hoses & Accessories** (CAL Fire Battalion Chief Randol)

   Staff's Recommendation: Authorizes and approves a Purchase Agreement (Purchase Order) with All Star Fire Equipment Inc of Arcadia, California, for the purchase of new fire hoses & accessories; and authorizes and directs the Interim City Manager, or designee, to execute the purchase on behalf of the City.

END OF CONSENT CALENDAR

REPORTS AND PRESENTATIONS FROM STAFF:

10. **Discussion and Possible action regarding the Community Partnership Grant Program**

    Staff's Recommendation: Motion to adopt Resolution No. 3652-26 approving the Atwater Community Partnership Grant Program Policy and Fiscal Year 2026-2027 Request for Proposals; authorize staff to issue the Request for Proposals on September 15, 2026; and direct staff to complete the evaluation process and return to the City Council for applicant presentations and consideration of grant awards.

11. **Review and Discussion Regarding Red Light Cameras** (Police Chief Novetzke)

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**

CLOSED SESSION

Adjourn to Conference Room A

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

- **Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case:Bradley Kessler, et al. vs City of Atwater; Case No. 24CV-04683**

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION

ADJOURNMENT

CERTIFICATION:

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

KORY J. BILLINGS
CITY CLERK

SB 343 NOTICE
In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk during normal business hours at 1160 Fifth Street, Atwater, California.

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

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

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.

SEPTEMBER 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7  **City Holiday** **Trash pick up delayed - 1 day**	8	9	10	11 National Day of Remembrance - Community Center 8:30AM	12
13	14 City Council Meeting - 6:00 PM	15 Citizens' Oversight Committee Meeting - 5:30 PM	16 Planning Commission Meeting - 6:00 PM	17	18 <u>Movie in the Park</u> 📽️Superman Veterans Park	19
20	21	22 	23	24	25	26
27	28 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	29	30			

OCTOBER 2026

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5	6	7	8	9	10
11	12 City Council Meeting - 6:00 PM	13	14	15	16	17
18	19	20	21 Planning Commission Meeting - 6:00 PM	22	23 Movie in the Park 📽️BeetleJuice Bloss Mansion	24 Trunk or Treat @ the Atwater Community Center -7PM-9PM
25	26 Audit & Finance Meeting - 5:00 PM City Council Meeting - 6:00 PM	27	28	29	30	31 HAPPY HALLOWEEN

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 7/31/2026

	FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
0001	General Fund	23,116,292.52	1,103,528.29	2,970,206.03	21,249,614.78
0003	General Fund Capital	(2,393,305.49)	1,029,402.54	0.00	(1,363,902.95)
0004	Public Safety Trans & Use Tax	2,946,827.51	486,955.05	586,583.84	2,847,198.72
0005	Ferrari Ranch Project Fund	2,360.37	0.00	0.00	2,360.37
0007	Measure V Fund	3,901,317.50	70,502.67	0.00	3,971,820.17
0008	Measure V 20% Alternative Modes	932,552.50	17,625.67	0.00	950,178.17
0009	Abandoned Veh Abatement Fund	(6,196.03)	0.00	5,573.34	(11,769.37)
0010	Measure V Regional Fund	(523,380.09)	0.00	123,139.17	(646,519.26)
1005	Police Grants Fund	81,580.72	0.00	0.00	81,580.72
1010	ARPA-American Rescue Plan Act	1,024,243.58	0.00	0.00	1,024,243.58
1011	Gas Tax/Street Improvement	25,228.30	69,300.15	192,935.71	(98,407.26)
1013	Local Transportation Fund	511,639.31	0.00	0.00	511,639.31
1014	CRP Carbon Reduction Proj Fund	(1,180,868.46)	1,180,868.46	0.00	0.00
1015	Traffic Circulation Fund	1,648,528.41	0.00	0.00	1,648,528.41
1016	Applegate Interchange	839,268.25	0.00	0.00	839,268.25
1017	RSTP-Regional Surface Transp Prog	192,388.13	0.00	115,498.50	76,889.63
1018	SB1-Road Maint & Rehab RMRA	1,064,683.78	74,127.83	17,078.43	1,121,733.18
1019	LPP-Local Partnership Prg Fund	0.00	0.00	0.00	0.00
1020	Parks and Recreation Fund	1,974,379.82	0.00	0.00	1,974,379.82
1021	Parks Grants Fund	0.00	0.00	0.00	0.00
1040	General Plan Update-Housing Element	14,704.72	0.00	0.00	14,704.72
1041	General Plan Update Fund	1,532,784.25	0.00	25,382.00	1,507,402.25
1055	Neighborhood Stabilization	240,348.24	0.00	0.00	240,348.24
1059-80	Housing Grant Funds	1,470,691.89	60,711.90	5,182.51	1,526,221.28
1091	Police Facility Impact Fee	213,708.35	0.00	0.00	213,708.35
1093	Fire Facility Impact Fee	2,879.99	0.00	0.00	2,879.99
1095	Government Building Facility	311,688.07	0.00	0.00	311,688.07
3064-67	Redevelopment/Successor Agency Funds	1,610,665.67	0.00	0.00	1,610,665.67
4020	Performance Bond Trust	238,934.14	0.00	0.00	238,934.14
4030	Narcotics Program Trust	2,256.64	0.00	0.00	2,256.64
4060	Section 125 Medical	1,737.50	70.00	0.00	1,807.50
4070	Section 125 Dependent Care	0.00	0.00	0.00	0.00
4080	Pension Rate Stblztn 115 Trust	756,239.62	0.00	3,870.51	752,369.11
4090	CFD No. 1 Trust	142,469.58	0.00	0.00	142,469.58

STATEMENT OF CHANGES IN CASH BALANCE, UNAUDITED
BY FUND
AS OF 7/31/2026

	FUND	BEG. BALANCE	CASH DEBITS	CASH CREDITS	ENDING BAL.
5000-55	All Maintenance Districts	1,154,329.56	0.00	32,444.20	1,121,885.36
5050	CFD Districts	(13,353.23)	0.00	182,444.60	(195,797.83)
6000	Water Enterprise Fund	17,765,527.60	784,968.89	481,843.75	18,068,652.74
6001	Water Fund Capital Replacement	(557,259.76)	0.00	103,312.50	(660,572.26)
6002	DBCP Settlement	22,382.00	0.00	0.00	22,382.00
6004	Water Well- Buhach Colony	202,026.28	0.00	0.00	202,026.28
6005	Water Capital Impact Fees	3,021,747.78	0.00	0.00	3,021,747.78
6006	Water Operating Reserve Fund	196,135.24	0.00	0.00	196,135.24
6007	1,2,3-TCP Fund	14,815,914.71	20,850.30	230,988.15	14,605,776.86
6010	Sewer Enterprise Fund	15,278,109.76	1,023,034.26	2,226,772.21	14,074,371.81
6011	Sewer Fund Capital Replacement	4,174,127.02	0.00	0.00	4,174,127.02
6020	Sanitation Enterprise	3,226,519.19	354,624.48	509,793.72	3,071,349.95
7000	Internal Service Fund	1,255,074.77	1,801.41	223,411.57	1,033,464.61
7001	ISF Equipment/Bldg Replacement	408,761.94	0.00	0.00	408,761.94
7010	Employee Benefits Fund	620,430.20	6,417.27	95,083.94	531,763.53
7020	Risk Management	1,541,418.82	0.00	1,101,538.85	439,879.97
7030	Information Technology	638,260.97	0.00	60,686.31	577,574.66
9090	Accrued Interest Fund	757,011.33	742,091.80	0.00	1,499,103.13
	TOTAL	**105,203,813.47**	**7,026,880.97**	**9,293,769.84**	**102,936,924.60**

Prepared by: Randeep Atwal
Randeep Atwal, Accountant I

Approved by: [signature]
Mark Borba, City Treasurer

Statement of Changes in Cash Balance
by Bank
As of 7/31/2026

	Beg. Period Balance	Cash Debits	Cash Credits	End Period Balance
City - LAIF	74,867,712.37	730,839.95	598,552.32	75,000,000.00
City - RMA Long-Term Investment Fund	3,387,757.53	11,251.85		3,399,009.38
City Checking & Investment Accounts	6,144,060.51	6,263,933.18	8,320,465.80	4,087,527.89
Wastewater Checking	6,221,609.61		370,875.52	5,850,734.09
RA Obligation Retirement Fund	0.00	5.69	5.69	0.00
US Bank/Chandler Asset Mgt.	13,826,433.83	20,850.30		13,847,284.13
PARS Post-Employment Benefits Trust	756,239.62		3,870.51	752,369.11
Totals	105,203,813.47	7,026,880.97	9,293,769.84	102,936,924.60

Prepared by: Randeep Atwal
Randeep Atwal, Accountant I

Approved by:
Mark Borba, City Treasurer

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

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

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

Bank Account Detail

City LAIF	75,000,000.00	Chase General Checking	5,007,400.16
Chandler Asset Mgt.	3,399,009.38	Chase Wastewater Checking	5,850,734.09
US Bank/Chandler Asset Mgt.	13,847,284.13	Chase Redevelopment Checking	0.00
PARS Pension	752,369.11	Chase Savings Account	0.00
PARS OPEB	752,369.11		

Warrant Summary August 27, 2026

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

Date	Description		Amount
8/21/26 - 8/26/26	Prewrittens (Checks Processed Between Warrants)	$	350.00
8/27/2026	Warrant	$	467,984.66
Total		**$**	**468,334.66**

Additional Warrants

Date	Description		Amount
8/21/2026	Aflac	$	193.50
8/21/2026	AFSCME District Council 57	$	1,105.23
8/21/2026	Atwater Police Officers Association	$	2,838.70
8/21/2026	CALPERS Employee 457 Plan	$	3,052.00
8/21/2026	EPARS Employee 457 Plan (PNC Bank)	$	1,700.00
8/21/2026	PERS Retirement	$	64,650.08
8/21/2026	State Disbursement - Child Support	$	363.69
8/21/2026	UNUM Voluntary Life Insurance Premium	$	141.68
Total		**$**	**74,044.88**

Payroll

Date	Description		Amount
8/12/2026	Net Payroll	$	235,567.52
8/21/2026	Federal Taxes	$	69,806.38
8/21/2026	State Taxes	$	9,164.77
8/26/2026	Federal Taxes	$	114.82
Total		**$**	**314,653.49**

Grand Total:	**$**	**857,033.03**

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 9/1/2026 - 10:55 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	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		567.91
0	08/21/2026	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	08/21/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		25.41
0	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,188.20
0	08/21/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,079.82
0	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		543.22
0	08/21/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		44.70
0	08/21/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		10.45
0	08/21/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		23,609.38
0	08/21/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,363.21
0	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		18,160.86
0	08/21/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,363.21
0	08/21/2026	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		363.69
0	08/21/2026	0001 General Fund	Deferred Compensation	CALPERS		3,027.00
0	08/21/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		736.66
0	08/21/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		19.39
0	08/21/2026	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE COMPANY		70.84
0	08/21/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		82.90
0	08/21/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		9,164.77
0	08/21/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,188.02
0	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		235.88
0	08/21/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		11,784.67
0	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		390.51
0	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,956.96
0	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,894.95
0	08/21/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		18,656.57
0	08/21/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		18,656.57
0	08/21/2026	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,838.70
0	08/21/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,002.24
0	08/21/2026	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	08/21/2026	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	08/21/2026	0001 General Fund	Life Insurance Payable	UNUM LIFE INSURANCE COMPANY		70.84
0	08/21/2026	0001 General Fund	Deferred Compensation	CALPERS		25.00
0	08/21/2026	0001 General Fund	Deferred Compensation	PNC BANK		1,300.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		153,016.03
0	08/26/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		11.31
0	08/26/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		48.36
0	08/26/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		10.45
0	08/26/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		44.70
				Check Total:		114.82
31667	08/21/2026	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
				Check Total:		100.00
31668	08/21/2026	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		250.00
				Check Total:		250.00
				Report Total:		153,480.85

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 9/1/2026 - 10:53 AM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/27/2026	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE COMPANY		1,104.37
0	08/27/2026	7010 Employee Benefits Fund	Life Insurance	UNUM LIFE INSURANCE COMPANY		2,083.20
0	08/27/2026	7000 Internal Service Fund	Special Departmental Expense	UBEO WEST LLC		164.28
0	08/27/2026	0001 General Fund	Electronic Pmt Processing Exp	XPRESS BILL PAY		129.00
0	08/27/2026	7010 Employee Benefits Fund	Disability Insurance	UNUM LIFE INSURANCE COMPANY		3,963.00
0	08/27/2026	0001 General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		397.70
0	08/27/2026	6000 Water Enterprise Fund	Professional Services	AQUA METRIC		2,144.67
0	08/27/2026	7010 Employee Benefits Fund	Health Insurance, Retirees	MIDAMERICA ADMINISTRATIVE & RETIREMI		55,157.43
				Check Total:		65,143.65
31669	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	MAXCIMILIANO ALVAREZ AGUIRRE		96.79
				Check Total:		96.79
31670	08/27/2026	0001 General Fund	Communications	AT&T		229.35
				Check Total:		229.35
31671	08/27/2026	6020 Sanitation Enterprise Fund	Accounts Payable	SRINIVASAN BUNJA		27.30
31671	08/27/2026	6010 Sewer Enterprise Fund	Accounts Payable	SRINIVASAN BUNJA		36.65
31671	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	SRINIVASAN BUNJA		217.88
				Check Total:		281.83
31672	08/27/2026	6007 1,2,3-TCP Fund	Professional Services	CARBON SUPPLY INC		140,566.73
				Check Total:		140,566.73
31673	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	LUIS CARVAJAL		174.12
				Check Total:		174.12
31674	08/27/2026	0001 General Fund	Professional Services	CIVICPLUS LLC		3,953.33
				Check Total:		3,953.33

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31675	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	CONCHITAS PANADERIA		202.71
				Check Total:		202.71
31676	08/27/2026	0001 General Fund	Plan Check Fees	CSG CONSULTANTS, INC.		906.25
31676	08/27/2026	0001 General Fund	Plan Check Fees	CSG CONSULTANTS, INC.		570.50
31676	08/27/2026	0001 General Fund	Professional Services	CSG CONSULTANTS, INC.		2,096.81
				Check Total:		3,573.56
31677	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	RACHEL DELMAS		143.08
				Check Total:		143.08
31678	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	DIG HOME BUYERS LLC		145.94
				Check Total:		145.94
31679	08/27/2026	6010 Sewer Enterprise Fund	Accounts Payable	KATHERINE EUKER		6.87
31679	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	KATHERINE EUKER		151.93
31679	08/27/2026	6020 Sanitation Enterprise Fund	Accounts Payable	KATHERINE EUKER		5.12
				Check Total:		163.92
31680	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	EXECUTIVES PROPERTY MANAGEMENT		123.24
				Check Total:		123.24
31681	08/27/2026	7020 Risk Management Fund	Professional Services	FOLSOM JACKSON O'MALLEY LLP		115.50
				Check Total:		115.50
31682	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	MARTA FRANCO		116.48
				Check Total:		116.48
31683	08/27/2026	7000 Internal Service Fund	Operations & Maintenance	GARTON TRACTOR INC		20.05
				Check Total:		20.05
31684	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	SUBREENA GERMINO		157.05
				Check Total:		157.05
31685	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	GITSIT SOLUTIONS LLC		87.32
				Check Total:		87.32
31686	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	LAURIE GOODWIN		115.06

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		115.06
31687	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		6.51
				Check Total:		6.51
31688	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	HAILEY HARBIN		126.86
				Check Total:		126.86
31689	08/27/2026	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		176.85
31689	08/27/2026	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		187.00
31689	08/27/2026	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		915.00
31689	08/27/2026	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		477.90
				Check Total:		1,756.75
31690	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	ADAM HOMEN		52.73
				Check Total:		52.73
31691	08/27/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		131.26
31691	08/27/2026	5046 Applegate Ranch Lndscp	Special Departmental Expense	HORIZON DISTRIBUTORS INC		1,612.96
31691	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		42.36
31691	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		32.02
31691	08/27/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		155.65
31691	08/27/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		202.46
				Check Total:		2,176.71
31692	08/27/2026	0001 General Fund	September 11 Remembrance	JLW SOCIAL ENTERPRISES		950.00
				Check Total:		950.00
31693	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	VERLA KOEHN		129.10
31693	08/27/2026	6020 Sanitation Enterprise Fund	Accounts Payable	VERLA KOEHN		27.30
31693	08/27/2026	6010 Sewer Enterprise Fund	Accounts Payable	VERLA KOEHN		36.65
				Check Total:		193.05
31694	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	LEGENDARY BARBERSHOP		148.30
				Check Total:		148.30
31695	08/27/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		31.86
31695	08/27/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		74.25
31695	08/27/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		200.04

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		306.15
31696	08/27/2026	7000 Internal Service Fund	Professional Services	MCAULEY MOTORS		1,294.23
				Check Total:		1,294.23
31697	08/27/2026	0001 General Fund	Coed Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
31697	08/27/2026	0001 General Fund	Youth Volleyball	MERCED AREA SPORTS OFFICIALS, INC		255.00
31697	08/27/2026	0001 General Fund	Men's Summer Softball	MERCED AREA SPORTS OFFICIALS, INC		350.00
				Check Total:		885.00
31698	08/27/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
31698	08/27/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
31698	08/27/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
31698	08/27/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
31698	08/27/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
				Check Total:		208.75
31699	08/27/2026	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-21,319.58
31699	08/27/2026	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-9,136.96
31699	08/27/2026	6020 Sanitation Enterprise Fund	Refuse Service Charge	MID-VALLEY DISPOSAL LLC		-28,781.76
31699	08/27/2026	6020 Sanitation Enterprise Fund	AB 939 Support Fee	MID-VALLEY DISPOSAL LLC		-9,161.83
31699	08/27/2026	6020 Sanitation Enterprise Fund	Contract Admin Fee	MID-VALLEY DISPOSAL LLC		-21,377.59
31699	08/27/2026	6020 Sanitation Enterprise Fund	Solid Waste Collectn/Disposal	MID-VALLEY DISPOSAL LLC		305,394.22
				Check Total:		215,616.50
31700	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	OLGA MURILLO		143.76
				Check Total:		143.76
31701	08/27/2026	7000 Internal Service Fund	Operations & Maintenance	NAPA AUTO PARTS		71.00
				Check Total:		71.00
31702	08/27/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		273.77
31702	08/27/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		270.63
31702	08/27/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		236.08
31702	08/27/2026	7000 Internal Service Fund	Operations & Maintenance	PACIFIC GAS & ELECTRIC		1,264.44
31702	08/27/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		101.57
31702	08/27/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		250.18
				Check Total:		2,396.67
31703	08/27/2026	0001 General Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		39.15

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		39.15
31704	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	PUMP PROS INC		227.74
				Check Total:		227.74
31705	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	ALAM SINGH		41.27
				Check Total:		41.27
31706	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	DELORES SMYTH		16.23
				Check Total:		16.23
31707	08/27/2026	0001 General Fund	Special Departmental Expense	NATALIE SOBALVARRO		400.00
				Check Total:		400.00
31708	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	DONALD STOWE		11.45
31708	08/27/2026	6010 Sewer Enterprise Fund	Accounts Payable	DONALD STOWE		13.74
31708	08/27/2026	6020 Sanitation Enterprise Fund	Accounts Payable	DONALD STOWE		10.24
				Check Total:		35.43
31709	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		146.78
31709	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		813.02
31709	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		2,051.90
31709	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,122.74
				Check Total:		4,134.44
31710	08/27/2026	6000 Water Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		40.71
31710	08/27/2026	6010 Sewer Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		24.49
31710	08/27/2026	6000 Water Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		115.81
31710	08/27/2026	6020 Sanitation Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		1.60
31710	08/27/2026	6000 Water Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		2.27
31710	08/27/2026	6020 Sanitation Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		28.79
31710	08/27/2026	6020 Sanitation Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		17.34
31710	08/27/2026	6010 Sewer Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		2.38
31710	08/27/2026	6000 Water Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		23.30
31710	08/27/2026	6020 Sanitation Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		86.15
31710	08/27/2026	6010 Sewer Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		121.70
31710	08/27/2026	6010 Sewer Enterprise Fund	Professional Services	SYNERGETIC COMMUNICATION INC		42.78
				Check Total:		507.32
31711	08/27/2026	6010 Sewer Enterprise Fund	Professional Services	THE BANK OF NEW YORK MELLON		2,300.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		2,300.00
31712	08/27/2026	0001 General Fund	Office Supplies	TLC POSTAL CENTER		146.81
				Check Total:		146.81
31713	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	LISETTE TORRES		183.00
				Check Total:		183.00
31714	08/27/2026	6010 Sewer Enterprise Fund	Accounts Payable	MARGARET TUCKER		16.03
31714	08/27/2026	6020 Sanitation Enterprise Fund	Accounts Payable	MARGARET TUCKER		11.94
31714	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	MARGARET TUCKER		188.26
				Check Total:		216.23
31715	08/27/2026	7000 Internal Service Fund	Operations & Maintenance	UNIVERSAL AUTOMOTIVE		4,422.91
				Check Total:		4,422.91
31716	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	TERESA VALENCIA VARGAS		132.57
				Check Total:		132.57
31717	08/27/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		11,684.71
				Check Total:		11,684.71
31718	08/27/2026	0001 General Fund	Training	VOLTVERIFIED		625.00
				Check Total:		625.00
31719	08/27/2026	0001 General Fund	Accounts Payable	VPL1, LLC		2.00
31719	08/27/2026	6010 Sewer Enterprise Fund	Accounts Payable	VPL1, LLC		219.90
31719	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	VPL1, LLC		526.68
				Check Total:		748.58
31720	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	MACHI WHITE		114.13
				Check Total:		114.13
31721	08/27/2026	6000 Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		112.02
31721	08/27/2026	7000 Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		0.97
				Check Total:		112.99
31722	08/27/2026	6000 Water Enterprise Fund	Accounts Payable	FREDERICK YUYAMA		153.47

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		153.47
				Report Total:		467,984.66

Warrant Summary September 3, 2026

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

Date	Description	Amount
8/28/26 - 9/2/26	Prewrittens (Checks Processed Between Warrants)	$ -
9/3/2026	Warrant	$ 121,845.25
Total		**$ 121,845.25**

Additional Warrants

Date	Description	Amount
8/31/2026	Chase	$ 9,180.38
Total		**$ 9,180.38**

Payroll

Date	Description	Amount
Total		**$ -**

Grand Total:		**$ 131,025.63**

Mark Borba, City Treasurer

Accounts Payable

Checks by Date - Detail by Check Date

User: jmurillo
Printed: 9/3/2026 2:26 PM

City of **Atwater**
Community Pride City Wide
750 Bellevue Road, Atwater CA 95301

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
ACH	CHA999	CHASE	08/31/2026	
	7312026	Fresno Pacific Univeristy - Training Meal		16.20
	7312026	Lowe's - Refrigerator		1,801.41
	7312026	Portola Hotel - Conference Stay		1,756.98
	7312026	Fresno Pacific Univeristy - Training Meal		16.63
	7312026	Zoom - Subscription		16.99
	7312026	The UPS Store - Shipping		31.10
	7312026	The Briefing Room - Subscription		181.64
	7312026	MedicalRite - AED Battery		138.10
	7312026	Grant Writing USA - Training		1,875.00
	7312026	Sunny Truck & RV Wash - VacCon Wash		95.00
	7312026	Zoom - Subscription		25.29
	7312026	First American Data Tree - Subscription		206.00
	7312026	In-N-Out - Training Meal		31.64
	7312026	USPS - Postage		39.36
	7312026	JamF - Subscription		496.00
	7312026	Landscape Expo - Conference		745.00
	7312026	TLC Postal Center - Business Cards		48.94
	7312026	Speedway - Fuel		135.11
	7312026	123Print - Envelopes		124.69
	7312026	MedicalRite - AED Battery		124.30
	7312026	CALPELRA - Conference		1,275.00

Total for this ACH Check for Vendor CHA999: 9,180.38

Total for 8/31/2026: 9,180.38

Report Total (1 checks): 9,180.38

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 9/3/2026 - 2:25 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	08/31/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		16.20
0	08/31/2026	0001 General Fund	Training	CHASE		1,875.00
0	08/31/2026	7030 Information Technology Fund	Memberships & Subscriptions	CHASE		25.29
0	08/31/2026	7000 Internal Service Fund	Operations & Maintenance	CHASE		135.11
0	08/31/2026	7000 Internal Service Fund	Special Departmental Expense	CHASE		124.30
0	08/31/2026	7030 Information Technology Fund	Memberships & Subscriptions	CHASE		16.99
0	08/31/2026	7000 Internal Service Fund	Special Departmental Expense	CHASE		1,801.41
0	08/31/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	CHASE		95.00
0	08/31/2026	0001 General Fund	Professional Services	CHASE		31.10
0	08/31/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		1,275.00
0	08/31/2026	0001 General Fund	Professional Services	CHASE		124.69
0	08/31/2026	0001 General Fund	Special Departmental Expense	CHASE		48.94
0	08/31/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		1,756.98
0	08/31/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		16.63
0	08/31/2026	7030 Information Technology Fund	Memberships & Subscriptions	CHASE		496.00
0	08/31/2026	0001 General Fund	Professional Services	CHASE		181.64
0	08/31/2026	6000 Water Enterprise Fund	Office Supplies	CHASE		39.36
0	08/31/2026	0001 General Fund	Travel/Conferences/Meetings	CHASE		31.64
0	08/31/2026	7000 Internal Service Fund	Special Departmental Expense	CHASE		138.10
0	08/31/2026	0001 General Fund	Training	CHASE		745.00
0	08/31/2026	0001 General Fund	Special Departmental Expense	CHASE		206.00
					Check Total:	9,180.38
					Report Total:	9,180.38

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 9/3/2026 - 2:24 PM

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

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31723	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	A&E INDUSTRIAL CLEANING EQUIPMENT		511.13
				Check Total:		511.13
31724	09/03/2026	0001 General Fund	Training	ABRAHAM AGUILAR		71.10
31724	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	ABRAHAM AGUILAR		15.03
				Check Total:		86.13
31725	09/03/2026	0001 General Fund	Communications	AT&T CALNET		163.26
31725	09/03/2026	0001 General Fund	Communications	AT&T CALNET		57.01
31725	09/03/2026	7000 Internal Service Fund	Communications	AT&T CALNET		577.07
31725	09/03/2026	6000 Water Enterprise Fund	Communications	AT&T CALNET		308.20
31725	09/03/2026	6010 Sewer Enterprise Fund	Communications	AT&T CALNET		477.74
				Check Total:		1,583.28
31726	09/03/2026	1011 Gas Tax/Street Improvement	Professional Services	ATWATER ELECTRIC		2,975.00
				Check Total:		2,975.00
31727	09/03/2026	7000 Internal Service Fund	Professional Services	ATWATER RADIATOR AND MUFFLER SHOP		353.13
				Check Total:		353.13
31728	09/03/2026	0001 General Fund	Castle Park Rental	DANIELLE BELIVEAU		-80.00
31728	09/03/2026	0001 General Fund	Castle Park Deposits	DANIELLE BELIVEAU		200.00
31728	09/03/2026	0001 General Fund	Castle Park Rental	DANIELLE BELIVEAU		250.00
				Check Total:		370.00
31729	09/03/2026	0001 General Fund	Uniform & Clothing Expense	BOOT BARN		200.00
				Check Total:		200.00
31730	09/03/2026	0001 General Fund	Training	DAVID BRUM		72.18
31730	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	DAVID BRUM		10.30

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31730	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	DAVID BRUM		136.53
					Check Total:	219.01
31731	09/03/2026	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		100.18
					Check Total:	100.18
31732	09/03/2026	7000 Internal Service Fund	Professional Services	CENTRAL VALLEY AIRCONDITIONING INC		450.00
31732	09/03/2026	7000 Internal Service Fund	Professional Services	CENTRAL VALLEY AIRCONDITIONING INC		11,830.00
					Check Total:	12,280.00
31733	09/03/2026	7000 Internal Service Fund	Special Departmental Expense	CONSOLIDATED ELECTRICAL DISTRIBUTORS		21.33
					Check Total:	21.33
31734	09/03/2026	0001 General Fund	Special Departmental Expense	COOK'S COMMUNICATIONS		338.53
					Check Total:	338.53
31735	09/03/2026	7030 Information Technology Fund	Special Departmental Expense	DATA PATH		2,325.40
					Check Total:	2,325.40
31736	09/03/2026	7000 Internal Service Fund	Professional Services	DELRAY TIRE		192.95
31736	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		652.99
31736	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		16.30
					Check Total:	862.24
31737	09/03/2026	0001 General Fund	Community Center Deposits	RUDY DIAZ		350.00
					Check Total:	350.00
31738	09/03/2026	7000 Internal Service Fund	Professional Services	ELITE IRON FENCING		450.00
					Check Total:	450.00
31739	09/03/2026	7000 Internal Service Fund	Professional Services	GARY KOEHN AND SONS PAINTING INC		885.00
					Check Total:	885.00
31740	09/03/2026	0001 General Fund	Maint. Buildings & Grounds	GRAINGER		746.16
					Check Total:	746.16
31741	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	GRANITE CONSTRUCTION COMPANY		3,029.13

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		3,029.13
31742	09/03/2026	0001 General Fund	Travel/Conferences/Meetings	JONNIE HANSON LAN		15.11
				Check Total:		15.11
31743	09/03/2026	7000 Internal Service Fund	Professional Services	HOFFMAN SECURITY		554.08
				Check Total:		554.08
31744	09/03/2026	0001 General Fund	Special Departmental Expense	HORIZON DISTRIBUTORS INC		180.37
31744	09/03/2026	5040 Mello Ranch 2 LNDSCP	Special Departmental Expense	HORIZON DISTRIBUTORS INC		1,889.07
31744	09/03/2026	5040 Mello Ranch 2 LNDSCP	Special Departmental Expense	HORIZON DISTRIBUTORS INC		-609.50
				Check Total:		1,459.94
31745	09/03/2026	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		14,281.65
				Check Total:		14,281.65
31746	09/03/2026	0001 General Fund	Professional Services	JF LANDSCAPING INC		4,900.00
				Check Total:		4,900.00
31747	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	JOHN DEERE FINANCIAL		450.12
				Check Total:		450.12
31748	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	KEYES TRUCK CENTER		165.44
				Check Total:		165.44
31749	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		63.71
31749	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		40.90
31749	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		49.51
31749	09/03/2026	0001 General Fund	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		29.00
31749	09/03/2026	0001 General Fund	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		51.90
31749	09/03/2026	0001 General Fund	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		29.00
31749	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		47.19
31749	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		24.00
31749	09/03/2026	0001 General Fund	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		29.00
31749	09/03/2026	0001 General Fund	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		29.00
31749	09/03/2026	0001 General Fund	Special Departmental Expense	MC REGIONAL WASTE MGMT. AUTH.		29.00
				Check Total:		422.21
31750	09/03/2026	7000 Internal Service Fund	Professional Services	MCCOY TRUCK TIRE SERVICE		358.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		358.00
31751	09/03/2026	0001 General Fund	Professional Services	MERCED COUNTY SHERIFF'S DEPARTMENT		3,698.96
				Check Total:		3,698.96
31752	09/03/2026	5024 Mello Ranch LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		50.75
31752	09/03/2026	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		5,307.44
31752	09/03/2026	5030 Stone Creek LD	Utilities	MERCED IRRIGATION DISTRICT		275.43
31752	09/03/2026	6010 Sewer Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		725.87
31752	09/03/2026	0001 General Fund	Utilities	MERCED IRRIGATION DISTRICT		1,511.16
31752	09/03/2026	5045 Applegate Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		286.47
31752	09/03/2026	5028 Camellia Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		55.96
31752	09/03/2026	5032 America West LD	Utilities	MERCED IRRIGATION DISTRICT		123.93
31752	09/03/2026	5026 Juniper Meadows LD	Utilities	MERCED IRRIGATION DISTRICT		27.90
31752	09/03/2026	5009 Price Annexation LD	Utilities	MERCED IRRIGATION DISTRICT		167.87
31752	09/03/2026	5031 Stone Creek LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		16.92
31752	09/03/2026	5023 Mello Ranch LD	Utilities	MERCED IRRIGATION DISTRICT		420.59
31752	09/03/2026	5035 Bell Crossing LNDSCP	Utilities	MERCED IRRIGATION DISTRICT		16.92
31752	09/03/2026	5041 Meadow View LD	Utilities	MERCED IRRIGATION DISTRICT		548.73
31752	09/03/2026	5010 Price Annexation LMA	Utilities	MERCED IRRIGATION DISTRICT		117.21
31752	09/03/2026	5025 Camellia Estates LD	Utilities	MERCED IRRIGATION DISTRICT		55.96
31752	09/03/2026	5039 Mello Ranch 2 LD	Utilities	MERCED IRRIGATION DISTRICT		524.88
31752	09/03/2026	1011 Gas Tax/Street Improvement	Utilities	MERCED IRRIGATION DISTRICT		1,016.58
31752	09/03/2026	5036 Atwater South LD	Utilities	MERCED IRRIGATION DISTRICT		343.44
31752	09/03/2026	5043 Aspenwood LD	Utilities	MERCED IRRIGATION DISTRICT		212.74
31752	09/03/2026	6000 Water Enterprise Fund	Utilities	MERCED IRRIGATION DISTRICT		29,061.24
31752	09/03/2026	5046 Applegate Ranch Lndscp	Utilities	MERCED IRRIGATION DISTRICT		16.92
				Check Total:		40,884.91
31753	09/03/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
31753	09/03/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
31753	09/03/2026	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
				Check Total:		125.25
31754	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		358.09
31754	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		79.74
				Check Total:		437.83
31755	09/03/2026	0001 General Fund	Special Departmental Expense	PACIFIC STORAGE COMPANY		292.10
				Check Total:		292.10

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31756	09/03/2026	0004 Public Safety Trans & Use Tax	Machinery & Equipment	PROFORCE		41.31
				Check Total:		41.31
31757	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		851.64
31757	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	SAFE-T-LITE		2,097.92
				Check Total:		2,949.56
31758	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	SHERWIN-WILLIAMS CO.		235.09
				Check Total:		235.09
31759	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	SIERRA MATERIALS & TRUCKING COMPANY		414.46
				Check Total:		414.46
31760	09/03/2026	5046 Applegate Ranch Lndscp	Special Departmental Expense	STEPPING STONE NURSERY		206.79
				Check Total:		206.79
31761	09/03/2026	7000 Internal Service Fund	Professional Services	STILES TRUCK BODY & EQUIPMENT INC		-364.20
31761	09/03/2026	7000 Internal Service Fund	Professional Services	STILES TRUCK BODY & EQUIPMENT INC		2,051.82
				Check Total:		1,687.62
31762	09/03/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	SUNBELT RENTALS INC		71.14
31762	09/03/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	SUNBELT RENTALS INC		375.18
				Check Total:		446.32
31763	09/03/2026	7000 Internal Service Fund	Special Departmental Expense	ULINE		109.58
				Check Total:		109.58
31764	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		15,252.03
				Check Total:		15,252.03
31765	09/03/2026	7010 Employee Benefits Fund	Vision Insurance	VISION SERVICE PLAN		26.37
				Check Total:		26.37
31766	09/03/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		267.09
				Check Total:		267.09
31767	09/03/2026	0001 General Fund	Community Center Deposits	JASMINE WILLOUGHBY		210.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		210.00
31768	09/03/2026	7000 Internal Service Fund	Operations & Maintenance	WINTON HARDWARE		4.95
31768	09/03/2026	7000 Internal Service Fund	Small Tools	WINTON HARDWARE		129.29
31768	09/03/2026	7000 Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		9.44
31768	09/03/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		16.94
31768	09/03/2026	1011 Gas Tax/Street Improvement	Small Tools	WINTON HARDWARE		3,562.16
				Check Total:		3,722.78
31769	09/03/2026	0001 General Fund	Castle Park Deposits	WINTON WATER & SANITARY DISTRICT		200.00
31769	09/03/2026	0001 General Fund	Castle Park Rental	WINTON WATER & SANITARY DISTRICT		-105.00
31769	09/03/2026	0001 General Fund	Castle Park Rental	WINTON WATER & SANITARY DISTRICT		250.00
				Check Total:		345.00
31770	09/03/2026	0001 General Fund	Castle Park Deposits	JESSE ZAMORA		200.00
				Check Total:		200.00
				Report Total:		121,845.25

Warrant Summary September 10, 2026

Prepared By: Joseph Murillo, Accounting Technician

Accounts Payable Warrant

Date	Description		Amount
9/4/26 - 9/9/26	Prewrittens (Checks Processed Between Warrants)	$	350.00
9/10/2026	Warrant	$	542,824.85
Total			

Additional Warrants

Date	Description		Amount
9/4/2026	AFSCME District Council 57	$	1,029.00
9/4/2026	Atwater Police Officers Association	$	2,838.70
9/4/2026	CALPERS Employee 457 Plan	$	5,502.00
9/4/2026	EPARS Employee 457 Plan (PNC Bank)	$	1,700.00
9/4/2026	PERS Retirement	$	63,658.11
9/4/2026	State Disbursement - Child Support	$	363.69
Total		**$**	**75,091.50**

Payroll

Date	Description		Amount
8/26/2026	Net Payroll	$	211,978.89
9/4/2026	Federal Taxes	$	65,665.56
9/4/2026	State Taxes	$	9,147.71
Total		**$**	**286,792.16**

Grand Total:	**$**	**361,883.66**

Mark Borba, City Treasurer

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 9/10/2026 - 2:15 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	09/04/2026	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		363.69
0	09/04/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		89.24
0	09/04/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		48.36
0	09/04/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		11.31
0	09/04/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		22,368.90
0	09/04/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		390.51
0	09/04/2026	7010 Employee Benefits Fund	Professional Services	PERS-RETIREMENT		220.00
0	09/04/2026	0001 General Fund	Deferred Compensation	PNC BANK		400.00
0	09/04/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		10,144.22
0	09/04/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		6,639.52
0	09/04/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		450.03
0	09/04/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		381.59
0	09/04/2026	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,697.68
0	09/04/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		381.59
0	09/04/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		16,677.87
0	09/04/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		9,913.96
0	09/04/2026	0001 General Fund	Deferred Compensation	PNC BANK		1,300.00
0	09/04/2026	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		1,083.52
0	09/04/2026	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,838.70
0	09/04/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		11,793.57
0	09/04/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		89.24
0	09/04/2026	0001 General Fund	Miscellaneous Union Dues	AFSCME DISTRICT COUNCIL 57		1,029.00
0	09/04/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		567.91
0	09/04/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		44.70
0	09/04/2026	0001 General Fund	Deferred Compensation	CALPERS		5,502.00
0	09/04/2026	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		3,900.46
0	09/04/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		16,677.87
0	09/04/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		2,893.91
0	09/04/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		3,900.46
0	09/04/2026	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		10.45
0	09/04/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		736.66
0	09/04/2026	0001 General Fund	Pers Benefits	PERS-RETIREMENT		18,169.83
0	09/04/2026	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,188.02

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		149,904.77
31771	09/04/2026	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		100.00
				Check Total:		100.00
31772	09/04/2026	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		250.00
				Check Total:		250.00
				Report Total:		150,254.77

Accounts Payable

Checks for Approval

User: jmurillo
Printed: 9/10/2026 - 2:14 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	09/10/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		601.75
0	09/10/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		601.75
0	09/10/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK-GROUP		601.75
				Check Total:		1,805.25
31773	09/10/2026	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		743.28
31773	09/10/2026	6010 Sewer Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.67
31773	09/10/2026	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		743.28
31773	09/10/2026	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		743.28
31773	09/10/2026	6000 Water Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.66
31773	09/10/2026	6020 Sanitation Enterprise Fund	Office Supplies	ABS DIRECT INC		2,066.67
				Check Total:		8,429.84
31774	09/10/2026	6010 Sewer Enterprise Fund	Machinery & Equipment	ADVANCED HEATING & AIR		20,700.00
				Check Total:		20,700.00
31775	09/10/2026	0001 General Fund	Special Departmental Expense	AIRGAS USA LLC		157.21
				Check Total:		157.21
31776	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	AM CONSTRUCTION SUPPLY, INC.		677.48
				Check Total:		677.48
31777	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.86
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		333.08
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.54
31777	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		71.76
31777	09/10/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		146.97
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		18.37
31777	09/10/2026	0001 General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		103.76
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		44.17
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		24.78

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31777	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		122.34
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		64.04
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		40.51
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		771.72
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		39.10
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		2,100.92
31777	09/10/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		61.98
31777	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		86.99
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		22.83
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		16.85
31777	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		-35.82
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		260.97
31777	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		16.08
31777	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		10.86
31777	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		20.03
31777	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		39.08
31777	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		129.96
31777	09/10/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		85.90
31777	09/10/2026	0001 General Fund	Small Tools	AMAZON CAPITAL SERVICES		143.99
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		42.30
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		139.52
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		219.84
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		93.97
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		44.76
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		39.05
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		79.33
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		55.31
31777	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		26.85
31777	09/10/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		24.46
31777	09/10/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		59.91
31777	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		17.39
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		27.18
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		219.84
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		30.44
31777	09/10/2026	0004 Public Safety Trans & Use Tax	Machinery & Equipment	AMAZON CAPITAL SERVICES		209.92
31777	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		36.22
31777	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		15.49
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		39.25
31777	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		18.11
31777	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		40.33
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		37.18
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		92.43
31777	09/10/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		61.46
31777	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		65.16

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31777	09/10/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		54.36
31777	09/10/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		85.90
31777	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		52.15
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		37.64
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		118.96
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		9.29
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		56.20
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		37.84
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		9.29
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		41.31
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		448.90
31777	09/10/2026	0001 General Fund	Uniform & Clothing Expense	AMAZON CAPITAL SERVICES		129.96
31777	09/10/2026	0001 General Fund	Office Supplies	AMAZON CAPITAL SERVICES		56.20
31777	09/10/2026	1011 Gas Tax/Street Improvement	Small Tools	AMAZON CAPITAL SERVICES		183.78
31777	09/10/2026	0001 General Fund	Small Tools	AMAZON CAPITAL SERVICES		1,957.49
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		55.31
31777	09/10/2026	0001 General Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		37.64
31777	09/10/2026	7030 Information Technology Fund	Special Departmental Expense	AMAZON CAPITAL SERVICES		96.97
31777	09/10/2026	7000 Internal Service Fund	Small Tools	AMAZON CAPITAL SERVICES		20.61
31777	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AMAZON CAPITAL SERVICES		18.11
31777	09/10/2026	0001 General Fund	Community Center Expense	AMAZON CAPITAL SERVICES		30.73
31777	09/10/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		119.82
31777	09/10/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		85.90
31777	09/10/2026	0001 General Fund	Special Events	AMAZON CAPITAL SERVICES		105.48
				Check Total:		10,348.16
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		45.52
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		16.87
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		7.19
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		90.48
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		52.02
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		-43.50
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		36.88
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		157.42
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		52.02
31778	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	AUTOZONE INC		80.11
				Check Total:		495.01
31779	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		154.14
31779	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		16.14
31779	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		32.30
31779	09/10/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		119.66
31779	09/10/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		41.74

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31779	09/10/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		17.38
31779	09/10/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		35.35
31779	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		9.29
31779	09/10/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		15.68
31779	09/10/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		23.24
31779	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		61.93
31779	09/10/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	BIG CREEK LUMBER COMPANY		43.85
31779	09/10/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		55.79
31779	09/10/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		62.99
31779	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		3.86
31779	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		36.42
31779	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		41.21
31779	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		3.28
31779	09/10/2026	6010 Sewer Enterprise Fund	Small Tools	BIG CREEK LUMBER COMPANY		14.53
31779	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		34.84
31779	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		12.26
31779	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		156.23
31779	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		15.06
31779	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		102.73
31779	09/10/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	BIG CREEK LUMBER COMPANY		5.79
31779	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		221.01
31779	09/10/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		114.33
31779	09/10/2026	0001 General Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		21.67
31779	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	BIG CREEK LUMBER COMPANY		22.29
31779	09/10/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	BIG CREEK LUMBER COMPANY		19.37
				Check Total:		1,514.36
31780	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	CAL FARM SERVICES		52.78
31780	09/10/2026	1011 Gas Tax/Street Improvement	Special Departmental Expense	CAL FARM SERVICES		246.69
				Check Total:		299.47
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		42.39
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.59
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		32.89
31781	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
31781	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69
31781	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.19
31781	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		36.59
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.59
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31781	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		246.97
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.59
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		9.49
31781	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69
31781	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
31781	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		36.59
31781	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		36.59
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		32.89
31781	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		37.47
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		42.39
31781	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		36.59
31781	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		86.41
31781	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.19
31781	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
31781	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		36.59
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.59
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
31781	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69
31781	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		36.59
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		32.89
31781	09/10/2026	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		36.59
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.59
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.59
31781	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69
31781	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		42.39
31781	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69
31781	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.19
31781	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.19
31781	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		42.39
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		32.89
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		29.69
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		18.59
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.19
31781	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
31781	09/10/2026	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		74.19

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31781	09/10/2026	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
31781	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
31781	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		87.06
				Check Total:		2,776.86
31782	09/10/2026	0001 General Fund	Professional Services	CITY OF LIVINGSTON		1,200.00
				Check Total:		1,200.00
31783	09/10/2026	7000 Internal Service Fund	Utilities	COMCAST		13.19
31783	09/10/2026	7000 Internal Service Fund	Utilities	COMCAST		13.19
				Check Total:		26.38
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		55.00
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		44.00
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		50.00
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		56.00
31784	09/10/2026	7000 Internal Service Fund	Professional Services	D & D PEST CONTROL		38.00
				Check Total:		431.00
31785	09/10/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,476.50
31785	09/10/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		3,431.00
31785	09/10/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		1,089.00
31785	09/10/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		740.00
31785	09/10/2026	7030 Information Technology Fund	Memberships & Subscriptions	DATA PATH		2,161.00
				Check Total:		9,897.50
31786	09/10/2026	0001 General Fund	Contracted Recreation Classes	MARY ANN DAVIS		341.25
				Check Total:		341.25
31787	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	DELRAY TIRE		1,077.68
				Check Total:		1,077.68
31788	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	DOMS ELECTRIC - MERCED BEARING OPERA		287.40
				Check Total:		287.40
31789	09/10/2026	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		200.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		200.00
31790	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	GRAINGER		44.30
31790	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		1,876.29
31790	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	GRAINGER		320.27
				Check Total:		2,240.86
31791	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	HYDROPOWER ENGINEERING COMPANY LL(		1,382.87
				Check Total:		1,382.87
31792	09/10/2026	1020 Parks and Recreation Fund	Osborn Park Renovation	INTERWEST CONSULTING GROUP		2,695.00
				Check Total:		2,695.00
31793	09/10/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	JF LANDSCAPING INC		4,950.00
				Check Total:		4,950.00
31794	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY FRESNO		107.07
				Check Total:		107.07
31795	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		222.47
31795	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		28.08
31795	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		221.41
31795	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		63.16
31795	09/10/2026	6001 Water Fund Capital Replacement	Installation-New Water Meters	KELLOGG SUPPLY		67.46
31795	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		671.11
31795	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		114.17
31795	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		151.45
31795	09/10/2026	0001 General Fund	Special Departmental Expense	KELLOGG SUPPLY		378.82
31795	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		112.11
31795	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		144.97
31795	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	KELLOGG SUPPLY		-69.76
31795	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		7.57
				Check Total:		2,113.02
31796	09/10/2026	0001 General Fund	Miscellaneous	LOOMIS		1,418.31
				Check Total:		1,418.31
31797	09/10/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		-1,951.51
31797	09/10/2026	6020 Sanitation Enterprise Fund	Professional Services	MC REGIONAL WASTE MGMT. AUTH.		12,609.60

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
				Check Total:		10,658.09
31798	09/10/2026	0001 General Fund	Youth Indoor Soccer	MCNAMARA SPORTS		594.29
				Check Total:		594.29
31799	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		23.66
31799	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		204.11
				Check Total:		227.77
31800	09/10/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		17,500.00
31800	09/10/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		4,950.00
31800	09/10/2026	1018 SB1-Road Maint & Rehab RMRA	Curb, Gutter, Sidewalk Project	MNZ CONCRETE		4,950.00
				Check Total:		27,400.00
31801	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	DAVID MONZARREZ		100.00
				Check Total:		100.00
31802	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		321.59
31802	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	MUNICIPAL MAINTENANCE EQUIPMENT		1,196.96
31802	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	MUNICIPAL MAINTENANCE EQUIPMENT		1,544.67
				Check Total:		3,063.22
31803	09/10/2026	0001 General Fund	Professional Services	MUNISERVICES		51.20
31803	09/10/2026	0001 General Fund	Professional Services	MUNISERVICES		525.00
				Check Total:		576.20
31804	09/10/2026	7030 Information Technology Fund	Communications	NEW HORIZON COMMUNICATIONS		2,450.42
				Check Total:		2,450.42
31805	09/10/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		966.45
31805	09/10/2026	5011 Sandlewood Square LD	Utilities	PACIFIC GAS & ELECTRIC		28.91
31805	09/10/2026	6010 Sewer Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		5,252.29
31805	09/10/2026	5002 Orchard Park Estates LD	Utilities	PACIFIC GAS & ELECTRIC		152.64
31805	09/10/2026	5017 Cottage Gardens LD	Utilities	PACIFIC GAS & ELECTRIC		22.03
31805	09/10/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		7,180.79
31805	09/10/2026	5013 Pajaro Dunes LD	Utilities	PACIFIC GAS & ELECTRIC		25.69
31805	09/10/2026	5006 Woodhaven LD	Utilities	PACIFIC GAS & ELECTRIC		17.70
31805	09/10/2026	5004 Woodview Garland LA	Utilities	PACIFIC GAS & ELECTRIC		16.06
31805	09/10/2026	5007 Sierra Parks LD	Utilities	PACIFIC GAS & ELECTRIC		26.29
31805	09/10/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		25,803.88

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31805	09/10/2026	5008 Shaffer Lakes East LD	Utilities	PACIFIC GAS & ELECTRIC		216.78
31805	09/10/2026	5019 Airport Business Park LD	Utilities	PACIFIC GAS & ELECTRIC		72.40
31805	09/10/2026	5036 Atwater South LD	Utilities	PACIFIC GAS & ELECTRIC		46.76
31805	09/10/2026	5009 Price Annexation LD	Utilities	PACIFIC GAS & ELECTRIC		922.83
31805	09/10/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		1,774.82
31805	09/10/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		54.95
31805	09/10/2026	1011 Gas Tax/Street Improvement	Utilities	PACIFIC GAS & ELECTRIC		15,623.56
31805	09/10/2026	5005 Shaffer Lakes West LD	Utilities	PACIFIC GAS & ELECTRIC		53.68
31805	09/10/2026	5001 Northwood Village LD	Utilities	PACIFIC GAS & ELECTRIC		338.59
31805	09/10/2026	0001 General Fund	Utilities	PACIFIC GAS & ELECTRIC		2,100.14
31805	09/10/2026	7000 Internal Service Fund	Utilities	PACIFIC GAS & ELECTRIC		21,375.39
31805	09/10/2026	6000 Water Enterprise Fund	Utilities	PACIFIC GAS & ELECTRIC		57,897.66
31805	09/10/2026	5003 Wildwood Estates LD	Utilities	PACIFIC GAS & ELECTRIC		40.87
					Check Total:	140,011.16
31806	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	PUMP PROS INC		180.53
31806	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	PUMP PROS INC		1,520.75
					Check Total:	1,701.28
31807	09/10/2026	0001 General Fund	Professional Services	QUAD KNOPF		994.50
31807	09/10/2026	0001 General Fund	Professional Services	QUAD KNOPF		159.00
31807	09/10/2026	0001 General Fund	Professional Services	QUAD KNOPF		3,630.80
31807	09/10/2026	0001 General Fund	Professional Services	QUAD KNOPF		529.00
31807	09/10/2026	0001 General Fund	Professional Services	QUAD KNOPF		143.00
31807	09/10/2026	0001 General Fund	Professional Services	QUAD KNOPF		1,163.30
31807	09/10/2026	0001 General Fund	Professional Services	QUAD KNOPF		332.30
					Check Total:	6,951.90
31808	09/10/2026	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		553.89
31808	09/10/2026	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		561.40
					Check Total:	1,115.29
31809	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	SMITH TRUCK REPAIR INC		388.39
31809	09/10/2026	7000 Internal Service Fund	Professional Services	SMITH TRUCK REPAIR INC		1,540.00
					Check Total:	1,928.39
31810	09/10/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK HOLDING COMPANY LLC		536.43
31810	09/10/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK HOLDING COMPANY LLC		536.44
31810	09/10/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK HOLDING COMPANY LLC		553.93
31810	09/10/2026	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK HOLDING COMPANY LLC		536.43
31810	09/10/2026	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK HOLDING COMPANY LLC		553.94

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31810	09/10/2026	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	SPRINGBROOK HOLDING COMPANY LLC		553.93
				Check Total:		3,271.10
31811	09/10/2026	0001 General Fund	Professional Services	STERICYCLE INC		43.49
				Check Total:		43.49
31812	09/10/2026	0001 General Fund	Professional Services	STILES TRUCK BODY & EQUIPMENT INC		3,343.48
				Check Total:		3,343.48
31813	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		774.30
31813	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		146.78
31813	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,161.45
				Check Total:		2,082.53
31814	09/10/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		16,179.65
31814	09/10/2026	7000 Internal Service Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		2,824.03
31814	09/10/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		5,744.68
31814	09/10/2026	6000 Water Enterprise Fund	Utilities	TERRAFORM PHOENIX II ARCADIA HOLDING		6,185.43
				Check Total:		30,933.79
31815	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	TESCO CONTROLS LLC		773.49
				Check Total:		773.49
31816	09/10/2026	7030 Information Technology Fund	Communications	TPX COMMUNICATIONS		13,904.59
				Check Total:		13,904.59
31817	09/10/2026	7000 Internal Service Fund	Professional Services	TRIPP SECURITY SYSTEMS		33.00
				Check Total:		33.00
31818	09/10/2026	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		14,091.78
				Check Total:		14,091.78
31819	09/10/2026	6010 Sewer Enterprise Fund	Professional Services	VEOLIA WATER NORTH AMERICA		201,709.00
				Check Total:		201,709.00
31820	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		29.43
				Check Total:		29.43

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
31821	09/10/2026	7000 Internal Service Fund	Utilities	WEST COAST GAS COMPANY INC		32.82
				Check Total:		32.82
31822	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		19.37
31822	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		112.68
31822	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		27.68
31822	09/10/2026	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		12.91
31822	09/10/2026	7000 Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		9.47
31822	09/10/2026	6000 Water Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		44.25
				Check Total:		226.36
				Report Total:		542,824.85

CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

August 24, 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 Chaplain Steve Mead.

PLEDGE OF ALLEGIANCE:
The Pledge of Allegiance was led by Mayor Nelson.

ROLL CALL
Present: Mayor Nelson, Mayor Pro Tem Cale, Council Members Ambriz, Rochester.
Absent: Raymond

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA:

Motion to approve the agenda as amended.
MOTION: Rochester
SECOND: Cale
ABSENT: Raymond
VOTE: Motion passed.

COMMENTS FROM THE PUBLIC

Public comment was received regarding solicitation, Farmer's Market hosted by Old Town Atwater, the flag at Station 42, and flock cameras.

CONSENT CALENDAR:

Motion to approve Consent Calendar as posted.
MOTION: Cale
SECOND: Ambriz
ABSENT: Raymond
VOTE: Motion passed.

Approved Items:

- **Item 1:** Warrants – August 6, 2026, August 13, 2026
- **Item 2:** Minutes – May 26, 2026 Regular Meeting, June 8, 2026 Regular Meeting, June 22, 2026 Regular Meeting, July 13, 2026 Regular Meeting, August 10, 2026 Regular Meeting, August 19, 2026 Special Meeting
- **Item 3:** Adoption of Resolution No. 3645-26, Approving Amendment No. 4 to the Professional Services Agreement, in a form approved by the City Attorney, to DataPath, 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.
- **Item 4:** 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.

REPORTS AND PRESENTATIONS FROM STAFF:

Awarding a General Construction Contract with Consolidated Engineering Inc. for the East Broadway Overlay Project

Public Works Director Vinson provided background on this item.

No public comment was received.

MOTION: Ambriz
SECOND: Rochester
ABSENT: Raymond
VOTE: Motion passed.

Finance Director Employment Agreement with Sara N. Miller

Ms. Miller rescinded her offer and this item was removed from the Agenda.

City Manager Employment Agreement with Janell A. Martin

City Attorney Splendorio provided background information on this item.

Public comment was received.

MOTION: Cale
SECOND: Rochester
ABSENT: Raymond
VOTE: Motion passed.

CITY COUNCIL MATTERS

Council Members and Mayor provided individual updates.

ADJOURNMENT

The meeting adjourned at 6:57 PM.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

GISELA PERALTA
DEPUTY CITY CLERK

CITY OF ATWATER

CITIZENS' OVERSIGHT COMMITTEE
FOR
PUBLIC SAFETY TRANSACTIONS
AND USE TAX

ACTION MINUTES

March 10, 2026

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

The Citizens' Oversight Committee for Public Safety Transactions and Use Tax meeting was called to order at 6:00 PM.

PLEDGE OF ALLEGIANCE

Led by Vice Chair Santos.

ROLL CALL

Present: Chair Kindred-Winzer, Vice Chair Santos, Committee Members Arden-Waller, Ingram, Williams
Absent: None

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA

Motion to approve the agenda as posted.
MOTION: Kindred-Winzer
SECOND: Williams
VOTE: Motion passed.

APPROVAL OF MINUTES

Motion to approve the minutes for September 9, 2025 Regular Meeting.
MOTION: Kindred-Winzer
SECOND: Ingram
VOTE: Motion passed.

REPORTS AND PRESENTATIONS FROM STAFF

Verbal Financial report

Finance Director Nicholas provided an update regarding the quarterly unaudited budget status and accounts payable transactions.

Committee discussion followed.

Verbal Police Department update

Police Chief McEachin provided an update regarding the last two quarterly Police Department updates, including expenditures, radio systems, and equipment.

Committee discussion followed.

Verbal Fire Department update

CAL FIRE Battalion Chief Randol provided an update regarding call volume, Lucas device successes, personnel, vacancies, equipment, purchases, future projects, weed abatement, and community outreach.

Committee discussion followed.

OTHER ACTIONABLE ITEMS

Committee Expenditure Review Form

After review of expenditures, the Committee found no concerns and there was no action taken on this item.

CITY MANAGER UPDATE

City Manager Hoem provided an update and discussed meeting times with the Committee.

PUBLIC COMMENT

Notice to the public was read and no one came forward.

COMMITTEE MATTERS

Committee Member Williams introduced himself, Vice Chair Santos welcomed new members and spoke about his experience with Public Safety, Committee Member Arden-Waller introduced herself, Chair Kindred-Winzer thanked previous members, welcomed new members, and asked the Community to stay involved.

ADJOURNMENT

The meeting adjourned at 6:31 PM.

APPROVED:

(For)

Rosa Kindred-Winzer
Chair

ATTEST:

Gisela Peralta
Recording Secretary

AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale | Brian Raymond
Danny Ambriz | Kalisa Rochester

MEETING DATE:	September 14, 2026
TO:	Mayor and City Council
FROM:	Jana Sousa, Human Resources Director
PREPARED BY:	Jana Sousa, Human Resources Director
SUBJECT:	**Approving and Ratifying a Side Letter Agreement Between the City of Atwater and 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 9 (Other Compensation), adding Section 9.11 (Bilingual Pay) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City** (Human Resources Director Sousa)

RECOMMENDED COUNCIL ACTION

Adopt Resolution No. 3649-26 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and 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 9 (Other Compensation), adding Section 9.11 (Bilingual Pay) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City.

I. BACKGROUND/ANALYSIS:

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

The AFSCME Mid-Managers Group approached the City with a request to add bilingual pay to the current agreement. The City's negotiating team and the AFSCME Mid-Managers Group met and conferred in good faith regarding the request. A tentative agreement was reached between the parties pertaining to bilingual pay.

The proposed side letter amends Article 9 of the current MOU by adding Section 9.11 (Bilingual Pay). The proposed language is outlined in Exhibit A.

II. FISCAL IMPACTS:

There is no additional fiscal impact associated with this item, as sufficient funds are currently budgeted for this incentive pay. This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

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

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

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

Submitted by:

Jana R. Sousa

Jana Sousa, Human Resources Director

Attachments:

1. Resolution No. 3649-26 Approving and Ratifying Side Letter Agreement with AFSCME Relating to Mid-Managers Group MOU Article 9 9.14.26

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AND RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF ATWATER AND THE ATWATER 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 9 (OTHER COMPENSATION), ADDING SECTION 9.11 (BILINGUAL PAY) OF THE CURRENT MEMORANDUM OF UNDERSTANDING (MOU) AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the American Federation of State, County, and Municipal Employees ("AFSCME") represents certain employee classifications in the City of Atwater ("City") assigned to the Mid-Managers Group; and

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

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

WHEREAS, the City has received notification from AFSCME that the Mid-Managers Group is in agreement with ratification of the attached Side Letter Agreement; and

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

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to make revisions, corrections, or alterations to the text of the Agreement described in "Exhibit A" to correct typographical errors so long as it does not substantially change content.

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

AYES:
NOES:
ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

EXHIBIT A

<u>SIDE LETTER AGREEMENT BETWEEN THE CITY OF ATWATER ("CITY") AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES ("AFSCME"), LOCAL 2703, COUNCIL 57, PERTAINING TO CERTAIN TERMS AND CONDITIONS OF EMPLOYMENT OF THE MID-MANAGERS GROUP, RELATED TO BILINGUAL PAY</u>

The City and AFSCME have reached an agreement concerning certain matters pertaining to terms and conditions of employment relating to Bilingual Pay under the Mid-Managers Group Memorandum of Understanding (MOU). Unless otherwise specified in this agreement, these terms and conditions shall be effective September 14, 2026, and integrated into the existing MOU as follows:

<u>Section 9.11: Bilingual Pay</u>

A. Employees in the Mid-Managers Group who are fluent in any language (other than English) deemed to be necessary for conducting City business, may be selected by the City Manager, in his/her sole discretion, to serve as the City's interpreter(s). The City Manager reserves the right to revoke this selection and discontinue the employee's service as the City's interpreter at any time in his/her sole discretion.

B. The City's interpreter(s) shall be paid as follows ("Bilingual Pay"): Interpreters selected shall be paid $100 per month.

C. An employee who serves as a City interpreter shall not qualify for Bilingual Pay if the employee will be, or is, absent from work for any reason for more than two (2) consecutive pay periods, in which case, the City may select another employee to serve as a City interpreter. If an employee returns to work after being absent for any reason, more than two (2) consecutive pay periods, the employee will be reassigned to serve as an interpreter.

D. Eligibility to serve as a City interpreter under this Section shall be determined by successfully passing the interpreter's oral and/or written test facilitated by the Human Resources Department.

FOR THE ASSOCIATION:

____
Debbie Macias, Union Representative
AFSCME Local 2703, Council 57 AFL-CIO

FOR THE CITY:

____
Janell Martin, City Manager
City of Atwater

____
Jana R. Sousa, Human Resources Director
City of Atwater

____
Frank Splendorio, City Attorney
City of Atwater

AGENDA REPORT

CITY COUNCIL	
Mike Nelson	
John Cale	Brian Raymond
Danny Ambriz	Kalisa Rochester

MEETING DATE:	September 14, 2026
TO:	Mayor and City Council
FROM:	Janell Martin, City Manager
PREPARED BY:	
SUBJECT:	**Approving Municipal Staffing Agreement with Government Staffing Services, Inc., dba MuniTemps, for Temporary Finance Director Staffing Services** (City Manager Martin)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3650-26 approving an agreement, in a form approved by the City Attorney, with Government Staffing Services, Inc., dba MuniTemps, for Temporary Finance Director Staffing Services and Recruiting Services; and authorizes and directs the City Manager to execute the agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

The Finance Director position has been vacant since May 29, 2026. The City is continuing its recruitment efforts to fill the position on a permanent basis. Interim professional staffing will provide additional support for Finance Department operations during the recruitment period.

The proposed agreement allows MuniTemps to recruit, screen, and assign a qualified interim Finance Director for the City's consideration. The interim assignment is expected to be approximately 40 hours per week, with an hourly bill rate ranging from $100 to $130, depending on the experience and qualifications of the selected candidate.

The agreement does not require the City to accept a candidate and does not create a minimum service commitment. The specific candidate, exact hourly rate, work schedule, start date, and expected duration will be documented in a final placement exhibit. The assignment may be ended as needed, and either party may terminate the agreement upon seven days' notice.

The agreement also provides that MuniTemps will serve as the employer of the assigned employee and will be responsible for wages, payroll taxes, unemployment insurance, workers' compensation benefits, and other employer responsibilities described in the agreement. City staff will supervise the assigned employee's work and approve biweekly timesheets and invoices.

II. FISCAL IMPACTS:

The hourly bill rate for an interim Finance Director is estimated at $100 to $130 per hour. Actual costs will depend on the selected candidate, approved hourly rate, hours worked, and length of the assignment. If the City directly hires a candidate presented by MuniTemps within 180 calendar days of the candidate being presented, the agreement requires an 18% recruiting fee based on the candidate's annualized salary. Expenditures will be subject to available City appropriations and established budget controls.

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:

The item has been coordinated by the Administration and Human Resources Department.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

Following approval, MuniTemps will present qualified candidates for City review and selection, after which the final hourly rate, schedule, start date, and assignment terms will be confirmed.

Attachments:

1. 3650-26 MuniTemps Agreement Finance Director
2. MuniTemps 9.1.26

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A MUNICIPAL STAFFING AGREEMENT WITH GOVERNMENT STAFFING SERVICES, INC., DOING BUSINESS AS MUNITEMPS, FOR INTERIM FINANCE DIRECTOR SERVICES

WHEREAS, the Finance Director position has been vacant since May 29, 2026, and the City is continuing its recruitment efforts to fill the position; and

WHEREAS, the City Council desires to maintain Finance Department operations and obtain interim professional staffing during the recruitment period; and

WHEREAS, Government Staffing Services, Inc., doing business as MuniTemps, provides temporary municipal staffing services and has presented a Municipal Staffing Agreement for interim Finance Director services; and

WHEREAS, the agreement provides an estimated hourly bill rate of $100 to $130, with the final rate, candidate, work schedule, start date, and expected duration to be documented in a final placement exhibit; and

WHEREAS, the City Council finds that approval of the agreement is in the best interest of the City.

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

Section 1. The recitals set forth above are true and correct and are incorporated into this Resolution.

Section 2. The Municipal Staffing Agreement with Government Staffing Services, Inc., doing business as MuniTemps, for interim Finance Director services is approved.

Section 3. The City Manager is authorized to execute final placement exhibits and take other administrative actions necessary to carry out the agreement, provided that expenditures remain within available City appropriations and established budget controls.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

AYES:
NOES:
ABSENT:

APPROVED:

____
MICHAEL G. NELSON, MAYOR

ATTEST:

____
KORY J. BILLINGS, CITY CLERK

Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba MuniTemps, serving all municipalities from its principal offices at **14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638**, **MAILING ADDRESS: PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the City of Atwater, with its principal office located at **1350 Broadway Avenue Atwater, CA 95301** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "AGREEMENT").

Preamble

The execution of this Agreement does not, in and of itself, obligate the CITY to anything, unless and until after the CITY engages candidates or employees of STAFFING FIRM. The attached Exhibits are a part of this AGREEMENT and their purpose is explained below:

1. **Exhibit A (Interim): Quotes the hourly bill rate "range"** for the specific temporary position(s) requested by the CITY. Exhibit A (Interim) includes the CITY's promise not to "back door hire" any candidates presented by STAFFING FIRM.
2. **Exhibit A (Final): Approves "exact" hourly bill rate** for **Assigned Employee** selected by CITY. **Exhibit A (Final)** also includes the start date, work schedule, and expected length of assignment, which can be terminated at any time by the CITY.
3. **Exhibit B (Timesheet): Filled out** by **Assigned Employee(s)** showing the hours worked each day during the previous two weeks, and presented for approval to the CITY for biweekly payroll processing and billing by STAFFING FIRM.
4. **Exhibit C (Telecommuting Agreement): Prepared, "if applicable"**, for any Assigned Employees which CITY requests and approves to perform work remotely.
5. **Exhibit D (Position Titles & Bill Rates): Lists all temporary employee positions** available for hire from STAFFING FIRM and the hourly bill rate range for each.

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM is an independent contracting firm with its own employees and will:

   a. Recruit, screen, interview, and assign its own employees ("Assigned Employees") to perform the type of work at the hourly bill rates described in **Exhibit A (Final)**, with all work performed under CITY's supervision at the locations specified on **Exhibit A (Final)**;

   b. Pay Assigned Employees' wages every two weeks upon receipt of Employee Timesheet (see **Exhibit B**) as signed by CITY, and provide said Assigned Employee with the benefits that STAFFING FIRM offers to its temporary workforce;

   c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

CITY's Duties and Responsibilities

2. CITY will:

   a. Properly supervise Assigned Employees working remotely, or on-site at CITY offices, and be responsible for its municipal operations, systems, services, and intellectual property. Any Assigned Employees requested by the CITY to work remotely requires written approval as described in **Exhibit C**.

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employee(s) to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;

d. Not change Assigned Employees' job duties without STAFFING FIRM's express advance written approval; and

e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits without the advance written approval of STAFFING FIRM.

f. CITY shall approve Assigned Employee's biweekly timesheet via **DocuSign** for payroll and billing for hours worked during the previous two-week pay period. *If Friday is a holiday, the timesheet would need to be approved on Thursday at 5pm.*

Payment Terms, Bill Rates, and Delinquent Invoice Charges

3. CITY authorizes its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks ***due within 30 days*** *when supported by an approved bi-weekly timesheet* or email certification of hours worked, signed by authorized CITY staff, at the hourly bill rates set forth on the **Exhibit A (Final)** attached to this Agreement. STAFFING FIRM shall email invoices to CITY for services provided under this Agreement on a biweekly basis. CITY shall review and approve STAFFING FIRM timesheets as stated in 2.f above to allow Assigned Employees to be paid timely every two weeks. ***CITY agrees to pay a LATE FEE of 10% of the invoice amount if STAFFING FIRM'S invoice is not paid within 30 days of the date of each invoice is presented to CITY.***

4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to other CITY Departments if so directed by the CITY, however, **CITY shall NOT prevent Accounts Payable or any CITY Department to delay payment of STAFFING FIRM invoices when said invoices are supported by a signed bi-weekly timesheet or email certification of hours worked**.

5. STAFFING FIRM may assign two classes of Employees to CITY: (1) **Overtime Exempt**, which are employees exempt from overtime pay, and (2) **Overtime Eligible**, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the CITY. The Bi-Weekly invoice for exempt employee bills all hours at a flat rate as approved in the attached **Exhibit "A" (Final)**. The Bi-Weekly invoice for non-exempt employees is billed at an hourly rate as shown in the attached **Exhibit "A" (Final)**. The hourly bill rate for non-exempt employees will be **billed at premium bill rates only if CITY directs Assigned Employees to work "outside" the work schedule approved in advance and in writing by CITY and STAFFING FIRM**, which would trigger the overtime or double time hours at the premium bill rates approved by CITY in advance in the attached **Exhibit "A" (Final)**.

Confidential Information

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated organizations and their CITYs. Both parties agree to hold such information in strict confidence and not to share such information with third parties, or to

use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

9. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's material breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

12. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

13. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective for 180 days after termination of this Agreement.
14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

16. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

19. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.

20. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

22. The provisions of this Agreement shall be entered into according to the laws of the State of California.

Term of Agreement

23. This Agreement shall remain valid until terminated by either party upon **7 days** notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF ATWATER	GOVERNMENT STAFFING SERVICES, INC.
Janell A. Martin	[signature]
Signature	Signature
Janell A. Martin	John Herrera
Printed Name	Printed Name
City Manager	President / CEO
Title	Title
9/1/26	09/01/2026
Date	Date

GOVERNMENT STAFFING SERVICES, INC.

Attachment to Municipal Staffing Agreement

EXHIBIT A (Interim)

Form to Request Temp Worker Candidates

MuniTemps® Municipal Staffing Solutions

Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

		Notes
Municipality:	City of Atwater	
Client Contact:	Jana Sousa	HR Director
Temp Position:	Finance Director	Candidate TBD
Bill Rate per Hour:	$100 to $130	DOEQ
Hours per Week:	40	Schedule TBD
Start Date:	ASAP	Or as determined by City.
Expected Duration:	TBD	As needed by the City.

Authorized Signature: Lunella A. Martin
City Manager

Today's Date: 9/1/2026

City'S PROMISE NOT TO BACKDOOR HIRE CANDIDATES PRESENTED BY MUNITEMPS:

City will not hire candidates presented by MuniTemps, either as direct employee, as independent contractor, or through any person or other third party, within 180 calendar days of candidate(s) being presented to City, unless an **18% recruiting fee** is paid by the City to MuniTemps, based on the annualized salary (calculated from the hourly pay rate paid by City to any MuniTemps candidate(s) presented to City by MuniTemps, multiplied by 2,080). Note: If MuniTemps presents a candidate that has already been presented to the City, either by another person or firm, or by the candidate directly, any such candidates shall be disclosed to MuniTemps "in confidentiality" at time of signing this form, by writing in each name in the space provided below. City cannot come back later and try to document that a candidate(s) presented by MuniTemps had already been presented to the City "after" signing this form. By leaving the lines blank below, City is stating that no candidates have been presented to the City other than those to be provided by MuniTemps. This provision of this agreement shall remain in effect for 180 days from the date of signing this form below.

Enter candidate names identified by City as of today (if any. If none, please use "NA"): ________________________________. If City receives any refeerrals of candidates from anywhere else, these shall be forwarded to MuniTemps for vetting so MuniTemps can present them to the CITY (initial here):________________.

GOVESTA-02 PPISANO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6011031 INSURICA 556 N Diamond Bar Blvd, Ste 207 Diamond Bar, CA 91765-1054	CONTACT NAME: PHONE (A/C, No, Ext): (714) 779-2000 FAX (A/C, No): (714) 779-4129 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Government Staffing Services Inc.
dba. MuniTemps
P.O. Box 718
Imperial Beach, CA 91933

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PHPK2685759005	5/10/2026	5/10/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							ABUSIVE ACTS	$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PHPK2685759005	5/10/2026	5/10/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB911431005	5/10/2026	5/10/2027	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Crime			PHPK2685759005	5/10/2026	5/10/2027		250,000
A	Professional Liab.			PHPK2685759005	5/10/2026	5/10/2027	$1M Ea Claim / Aggre	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Employment Practices Liability
Carrier: Philadelphia Indemnity Insurance Company
Policy Number: PHPK2685759005
Effective Date: 5/10/2026 to 5/10/2027
Limit of Liability: $2,000,000 each claim / $2,000,000 policy aggregate
Deductible: $50,000
Retroactive Date: 5/10/2009

CERTIFICATE HOLDER	CANCELLATION
City of Atwater 1350 Broadway Avenue Atwater, CA 95301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale
Danny Ambriz
Brian Raymond
Kalisa Rochester

MEETING DATE:	September 14, 2026
TO:	Mayor and City Council
FROM:	Janell Martin, City Manager
PREPARED BY:	Janell Martin, City Manager
SUBJECT:	**Approving the Atwater City Council's Response to the 2025–2026 Merced County Civil Grand Jury Report** (City Manager Martin)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3651-26 approving the City Council's responses to the findings and recommendations contained in the 2025–2026 Merced County Civil Grand Jury report; authorizing the Mayor to sign the responses on behalf of the City Council; and directing the City Manager, to submit the approved responses as required by law.

I. BACKGROUND/ANALYSIS:

The 2025–2026 Merced County Civil Grand Jury issued its report titled "City of Atwater, Where Are the Funds?" The report reviewed funds received by the City from developers in connection with the future undergrounding of the Atwater Drain and Atwater Canal.

The report contains three findings and four recommendations directed to the City. Pursuant to California Penal Code sections 933 and 933.05, the City Council is required to respond to Findings F1 through F3 and Recommendations R1 through R4 within 90 days of receiving the report.

The City Manager, serving as Acting Finance Director, previously submitted a separate response on behalf of the City Manager's Office, Finance Department, and City Treasurer within the applicable 60-day response period. The City Council is now required to review and approve its own response.

The proposed City Council response addresses each finding and recommendation contained in the report.

The response partially disagrees with Findings F1 and F2. Although the $725,000 payment associated with the Applegate Ranch Commercial Center was deposited into the General Fund and was not maintained in a separately identified account, the absence of a separate account does not, by itself, establish that the funds were misappropriated or that the City will not meet any legally established obligation.

The response agrees with Finding F3 that the payment was not placed in a separately identified account when it was received in 2010.

The City is continuing to review the applicable agreements, resolutions, development records, financial records, and the current status of the adjacent properties to determine the nature and amount of any remaining obligation relating to the undergrounding of the Atwater Drain and Atwater Canal.

The proposed response also addresses the Grand Jury's recommendations as follows:

- Further analysis will be conducted regarding the establishment of a dedicated account for the $725,000 payment.
- The City currently maintains accounting procedures and internal controls for funds received for specific purposes.
- Additional training will be provided to Finance Department employees responsible for restricted or designated funds.
- The City will consult with its independent auditing firm regarding the canal-related transactions and provide all available records for review.

The proposed response is attached to the resolution as Exhibit "A." Adoption of the resolution will approve the response, authorize the Mayor to sign it on behalf of the City Council, and authorize its submission to the appropriate parties.

II. FISCAL IMPACTS:

There is no immediate fiscal impact associated with approving and submitting the City Council's response. Any future budget action, additional auditing costs, or other financial impacts resulting from the City's review will be presented to the City Council for consideration, if necessary.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been coordinated with all relevant departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to speak prior to City Council's 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:

Following approval, the Mayor will sign the response, and the City Manager will submit it to the Civil Grand Jury Foreperson and complete the follow-up actions identified in the response.

Attachments:

1. 3651-26 Grand Jury Report 25-26 City Council-c1
2. (City of Atwater) Response Civil Grand Jury 25-26 (Mayor and City Council)-c1
3. FINAL 2025-2026 Merced County CGJ Annual Report

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING RESPONSES TO THE FINDINGS AND RECOMMENDATIONS CONTAINED IN THE 2025–2026 MERCED COUNTY CIVIL GRAND JURY REPORT

WHEREAS, the 2025–2026 Merced County Civil Grand Jury issued a report titled “City of Atwater, Where Are the Funds?” containing findings and recommendations concerning funds received by the City of Atwater relating to the undergrounding of the Atwater Drain and Atwater Canal; and

WHEREAS, pursuant to California Penal Code sections 933 and 933.05, the City Council is required to respond to Findings F1 through F3 and Recommendations R1 through R4 within 90 days of receiving the report; and

WHEREAS, the City Council has reviewed and considered each finding and recommendation applicable to the City of Atwater; and

WHEREAS, the City Council’s proposed responses are attached to this Resolution as Exhibit “A” and incorporated herein by reference.

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

Section 1. Approve the responses to Findings F1 through F3 and Recommendations R1 through R4 of the 2025–2026 Merced County Civil Grand Jury report titled “City of Atwater, Where Are the Funds?,” attached as **Exhibit “A.”**

Section 2. Authorize the Mayor to sign the responses on behalf of the Atwater City Council.

Section 3. Authorize the City Manager, or their designee, to make any minor or administrative revisions necessary to finalize the responses, provided those revisions do not substantially change the responses approved by the City Council.

Section 4. Direct the City Manager, or their designee, to submit the approved responses to the Presiding Judge of the Merced County Superior Court and the Foreperson of the Merced County Civil Grand Jury in accordance with applicable law.

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

AYES:
NOES:
ABSENT:

APPROVED:

____
MICHAEL G. NELSON, MAYOR

ATTEST:

____
KORY J. BILLINGS, CITY CLERK

City of Atwater

1160 FIFTH STREET
ATWATER, CA 95301
(209) 357-6300

9/9/2026

Dear Foreman of the Civil Grand Jury of Merced County:

The Atwater City Council submits the following responses to the findings and recommendations contained in the 2025–2026 Merced County Civil Grand Jury report titled “City of Atwater, Where Are the Funds?”

These responses were reviewed and approved by the Atwater City Council at its regular meeting held on September 14, 2026. They are submitted in accordance with California Penal Code sections 933 and 933.05.

List of Findings:

F1: The City of Atwater failed to show that the funds received from the developers for undergrounding the canals as obligated by the Agreement with the City of Atwater and MID are retained for that purpose.

F2: The City of Atwater is unable to provide documentation of the check received from the developer of the Atwater Market Place Shopping Center, so the City of Atwater is unable to determine the amount of obligation for the Atwater Canal undergrounding.

F3: As recommended by the GASB standards, there is no dedicated account earmarking the funds meant for the undergrounding of the Atwater Drain and the Atwater Canal.

Responses to Findings:

Response to F1:

The City agrees that the $725,000 payment associated with the Applegate Ranch Commercial Center was deposited into the General Fund in 2010 and was not maintained in a separately identified account. However, the absence of a separate account does not, by itself, establish that the funds will not meet any legally established obligation associated with the undergrounding of the Atwater Drain.

City staff is reviewing the applicable agreements, financial records, and current status of the adjacent properties to determine the nature and amount of any remaining obligation. The City will take appropriate action based on the results of that review.

Response to F2:

The City agrees that staff has been unable to locate documentation confirming the amount and deposit of the payment reportedly made by the Atwater Market Place Shopping Center developer approximately 20 years ago.

However, the City disagrees that the inability to locate a copy of the check establishes, by itself, that the City cannot determine the amount of any obligation. The amount and nature of any obligation must be determined through a review of the applicable agreements, resolutions, development records, financial records, and other available documentation. That review is ongoing.

Response to F3:

The City agrees that the $725,000 payment associated with the Applegate Ranch Commercial Center was not placed in a separately identified account when it was received in 2010. City staff is reviewing the appropriate accounting treatment for any verified obligations relating to the undergrounding of the Atwater Drain and Atwater Canal.

List of Recommendations:

R1: The Atwater City Manager and the Finance Director should place the $725,000 received from the Applegate Ranch Shopping Center developer into a dedicated account earmarked for the completion of the undergrounding of the Atwater Drain before the end of the 2026 calendar year.

R2: Procedural improvements need to be made to ensure funds received for specific purposes and obligations are clearly specified by a dedicated line item in the City Budget eliminating the possibility of comingling funds before the end of the calendar year 2026.

R3: Proper training for budgeting specialized funds, using the GASB standard, needs to be put in place for current and future Finance Department employees before the end of the calendar year 2026.

R4: Independent third party auditing is recommended for all transactions relating to the undergrounding of the canals; and specifically to the funds paid by the Atwater Market Place Shopping Center developer before the end of the fiscal year 2026–2027.

Responses to Recommendations:

Response to R1:

The recommendation requires further analysis. The City will continue reviewing available agreements, financial records, and supporting documentation to determine whether the funds can be traced and what obligation can be verified. Due to the age of the transaction, complete documentation may not be available. The review will be completed by December 24, 2026, and the results and any recommended actions will be presented to the City Council.

Response to R2:

This recommendation has been implemented. The City's Finance Department currently maintains accounting procedures and internal controls for funds received for specific purposes. These procedures address account coding, documentation and retention of supporting records, identification of restrictions and obligations, and the use of separate funds, accounts, or other accounting designations when required or appropriate.

The City maintains its financial records in accordance with generally accepted accounting principles, and its accounting practices and internal controls are reviewed as part of the annual independent audit process. The Finance Department will continue to review and update these procedures as needed.

Response to R3:

The recommendation has not yet been implemented, but will be implemented in the future. The City will provide appropriate training for Finance Department employees responsible for receiving, recording, budgeting, and reporting funds that are restricted or designated for a specific purpose. The training will address applicable governmental accounting requirements, documentation, internal controls, and financial reporting. Initial training will be completed by December 31, 2026, and the subject will be incorporated into the training provided to future employees assigned these responsibilities..

Response to R4:

This recommendation has not yet been implemented, but will be implemented in the future. The City of Atwater currently contracts with an independent auditing firm that performs the City's annual financial audits. The City Manager and Finance Director will consult with the City's independent auditor regarding the transactions associated with the undergrounding of the Atwater Drain and Atwater Canal, including the payment reportedly made by the Atwater Market Place Shopping Center developer.

The City will provide the independent auditor with all available agreements, financial records, and supporting documentation for review. This review will be completed as part of, or in connection with, the City's fiscal year 2026–2027 audit process by June 30, 2027.

The Atwater City Council appreciates the Civil Grand Jury's review. The City remains committed to accurate financial reporting, appropriate internal controls, and the proper accounting of funds received for specific purposes.

Sincerely,

____

Michael G. Nelson, Mayor
On behalf of the Atwater City Council

MERCED COUNTY CIVIL GRAND JURY
2025/2026 ANNUAL REPORT

Acknowledgements

Front Cover

Courthouse Park Bear

Wood carving by Tommy McCarty Jr. Of McCarty Wood Sculpting

Photo credit Matthew Branstutter-Peckham

The newly carved bear in Courthouse Park was sculpted from a 100 year-old diseased redwood tree. Merced County commissioned Tommy McCarty Jr. of Dos Palos to transform the trunk of the tree into a large bear sculpture. It stands near the 20th Street side of the County Courthouse Park.

Back Cover

Merced County Courthouse Museum

Photo credit Julie Penders Abbate

The historic Merced County Courthouse Museum, built in 1875, has recently gone through a $3.75 million exterior restoration and preservation process. The project, which should last several decades, included repairing, restoring, refinishing and repainting. Paired with the Courthouse Bear, it is well worth your time to visit both of these historical and cultural landmarks.

Merced County Map

Table of Contents

June 30, 2026

The Honorable Stephanie Jamieson
Presiding Judge of the Merced County Civil Grand Jury
Merced County Superior Court

Dear Judge Jamieson:

The 2025-26 Merced County Civil Grand Jury has completed its service and presents this final consolidated report to the Merced County Superior Court and the citizens of the County of Merced in accordance with Penal Code Section 933.

After completing the training provided by the County of Merced in July of 2025, the Grand Jury immediately got to work, reviewing complaints carried over from the prior year and new incoming complaints. By the end of the year some four dozen complaints had been reviewed and considered by the Grand Jury. Several were selected for further investigation, however, many more were deemed to be outside of the Grand Jury's jurisdiction. Every complainant was sent a responding letter acknowledging receipt of their complaint. The only exceptions are where the complainants were anonymous or provided no information allowing for a response.

The Grand Jury inspected multiple county detention facilities as mandated by law and as reflected by the contents of our report. We are grateful to the cooperation we received from the Merced County Sheriff's Department in accommodating these inspections.

The jurors and I would also like to express our appreciation for the help we received from multiple departments within the County. This includes the Auditor's Office, the Superior

Court's Administrative staff, the Information and Technology Department, the County Counsel's Office and the Custodial staff.

I would also like to commend the County for providing the training we received from the Civil Grand Jury Association (CGJA) and strongly recommend that practice be continued. The training was excellent, and I don't think it is an exaggeration to say we would have been lost without it as the CGJA was a resource we relied on countless times during the course of the year.

Finally, I ask your indulgence in allowing me to express my warmest regards and thanks to my fellow Grand Jurors. Every one of them approached their work with good intentions and an eye toward improving the work of local government. Many of them gave up countless hours of their time performing investigative work, writing, editing and other tasks assigned to them. Next year's Grand Jury would be well served by having one or more of them continue on as jurors.

Respectfully submitted,

Jeffrey S. Kaufman
Foreperson, 2025-26 Merced County Civil Grand Jury

2025-2026 Merced County Civil Grand Jury Members

1. Benavidez, Chris
2. Boese, Sandee
3. Branstutter-Peckham, Matthew
4. Crivelli, Chris
5. Kaufman, Jeffrey - Foreperson
6. Freitas, Kim
7. Kroski, Thomas
8. Hunton, Linda
9. Laguna, Martin
10. Larson, Margaret
11. LePore, Brian
12. Manfredi, Marilynne
13. Mooneyham, Craig - Pro-Tem
14. Penders Abbate, Julie
15. Piro, Robyn - Recording Secretary
16. Plascencia, Manuel
17. Roberts, Aaron*
18. Sechrist, Gregory*
19. Tackett, Patricia
20. Talmant, Mark
21. Torres, Rachel

*Members unable to complete their term

The 2025-2026 Civil Grand Jury members reside in the following communities in Merced County: Atwater, Merced, Dos Palos, Livingston, Los Banos, Santa Nella, Gustine, and Hilmar

About the Grand Jury

Every year, in each of California's 58 counties, a group of ordinary citizens take an oath to serve as Civil Grand Jurors. The function of the Grand Jury is to investigate the operations of the various officers, departments and agencies of local government. Each Civil Grand Jury determines which officers, departments and agencies it will investigate during its term of office.

As a truly independent body, each Grand Jury is free to choose which local governmental entities or public officials to investigate. Ideas for investigations generally come by way of three avenues:

- Citizen complaints
- Matters raised by members of the Grand Jury
- Referrals from the preceding Grand Jury

Grand Jurors are agents of change in their communities. They come from all walks of life. They bring with them a broad range of interests, talents, and life experiences, but they share a dedication to democratic ideals and a willingness to devote their time and energies to matters of civic importance.

Penal Code section 893 states that a person is qualified to be a Grand Juror if he or she is:

- An American citizen at least 18 years old
- Has been a resident of the county for at least one year immediately prior to selection
- Possesses ordinary intelligence, of sound judgment, and good character
- Possesses a sufficient knowledge of the English language to communicate both orally and in writing

No particular background, training or experience is necessary to be a grand juror. In fact, it is the diversity of its members that is one of the grand jury's greatest strengths.

The Grand Jury's fact-finding efforts result in written reports which contain specific findings aimed at identifying problems and offering recommendations for improving government operations and enhancing responsiveness. In this way, the Grand Jury acts as a representative of county residents in promoting government accountability.

MANDATED INSPECTION OF MERCED COUNTY DETENTION FACILITIES

The 2025-2026 Merced County Civil Grand Jury (MCCGJ), in accordance with the requirements of the California Penal Code Section 919(b), conducted inspections of four detention facilities in Merced County. The purpose of these inspections was to “inquire into the conditions and management of the public prisons within the county,” as stated in California Penal Code Section 919(b).

Under these provisions, members of the MCCGJ toured and inspected the following facilities:

- Merced County Sheriff’s Department Main Jail
- John Latorraca Correctional Center (JLCC)
- Iris Garrett Juvenile Correctional Complex (IGJC)

The MCCGJ also toured the new detention facility at the Los Banos Police Department Headquarters with the intention of seeing the conditions and management of a new facility.

The MCCGJ fulfilled its duty to inquire into the condition and management of the local detention facilities within Merced County. Information was obtained during tours of the detention facilities, interviews with staff members, and reviews of program statistics, written policy, and procedures.

The following departments are exempt from annual Civil Grand Jury inspections per California Penal Code 925. Arrestees from these departments are transferred to the Merced County Main Jail:

- Atwater Police Department
- California Highway Patrol
- Dos Palos Police Department
- Fish and Game Department
- Gustine Police Department
- Livingston Police Department
- Merced Police Department

GLOSSARY

Ace Overcomers: Merced nonprofit that helps people understand the effects of adverse childhood experiences

BSCC: Board of State and Community Corrections

Celebrate Recovery: An American Christian twelve-step program designed to facilitate recovery from a wide variety of troubling behavior patterns like alcohol/drug addiction, anxiety, anger or other life challenges

CVOC: Central Valley Opportunity Center

GED- General Educational Development

GEO Reentry Services: a company that works with counties, probation departments and jails to help people transition from custody back into the community

IGJJC: Iris Garrett Juvenile Justice Complex

MCCGJ: Merced County Civil Grand Jury

MCOE: Merced County Office of Education

Phoenix Projects: programs that help formerly incarcerated individuals find jobs or recover from addiction and rebuild lives

RISE: Reentry program to help formerly incarcerated individuals transition back into the community

ROP: Regional Occupational Program

JOHN LATORRACA CORRECTIONAL CENTER (JLCC)

John Latorraca Correctional Center 2025 Credit: Brianna Vaccari / The Merced FOCUS

SUMMARY

On October 7, 2025, the MCCGJ conducted an inspection of the John Latorraca Correctional Center (JLCC) located at 2840 W. Sandy Mush Road in Merced County. This inspection was part of the MCCGJ annual review as mandated by California Penal Code Section 919(b).

The JLCC houses both male and female inmates in segregated housing units. At the time of the inspections, construction was underway to expand the facility, which is expected to improve the current physical conditions. However, the MCCGJ primary concerns included the shortage of permanent staff and the ongoing facility maintenance issues.

BACKGROUND

The JLCC is classified as a Type II jail facility and is operated by the Merced County Department of Corrections and Rehabilitation. The facility has a capacity of 564 inmates.

However, two sections of the facility were closed to accommodate the ongoing expansion project, resulting in a temporary reduction in available housing. Construction on the expansion project began on January 27, 2022 with a projected completion date of February 2027. Due to construction activities, existing directional signage around the facility was observed to be lacking.

METHODOLOGY

The MCCGJ reviewed the Board of State and Community Corrections (BSCC) inspection report, met with representatives of the Sheriff's Department who presented a 40-minute presentation addressing the facility's conditions, staffing levels, and inmate statistics. All questions posed by MCCGJ were answered satisfactorily. The jurors also conducted a physical inspection of the facility, held discussions with management and staff, and interviewed several inmates during their visit.

DISCUSSION

The John Latorraca Correctional Center (JLCC) was constructed in 1990, and at the time of the inspections, ongoing construction was evident throughout the facility. Due to the construction, two dormitories were closed. The remaining open dormitories were clean but crowded to accommodate the displaced inmate population. Plans are in place to remodel all dormitories once construction is complete.

The Merced County Sheriff's website outlines a range of inmate programs, including 12-step programs, parenting and anger management classes, life skills development, job placement services, General Educational Development (GED) classes, and the Celebrate Recovery program organized by Yosemite Church of Merced.

The Sheriff's Department partners with the Merced County Probation Department to reduce the jail population through supervised release programs. Community organizations such as GEO Re-entry Services, ACE Overcomers, and the Phoenix Project, in collaboration with the Merced County Office of Education, provide behavioral and mental health counseling, transitional housing assistance, and employment services. Under consideration are plans to include the construction of an on-site animal care facility where inmates will work with county animal control shelters.

Staffing shortages remain a major concern at the facility. The shortage of deputies has been an ongoing issue. Staff shortages pose a safety risk and financial burden leading to overtime requirements. During the February 2025 inspection, deputies reported a slight reduction in overtime hours as new deputies were in training.

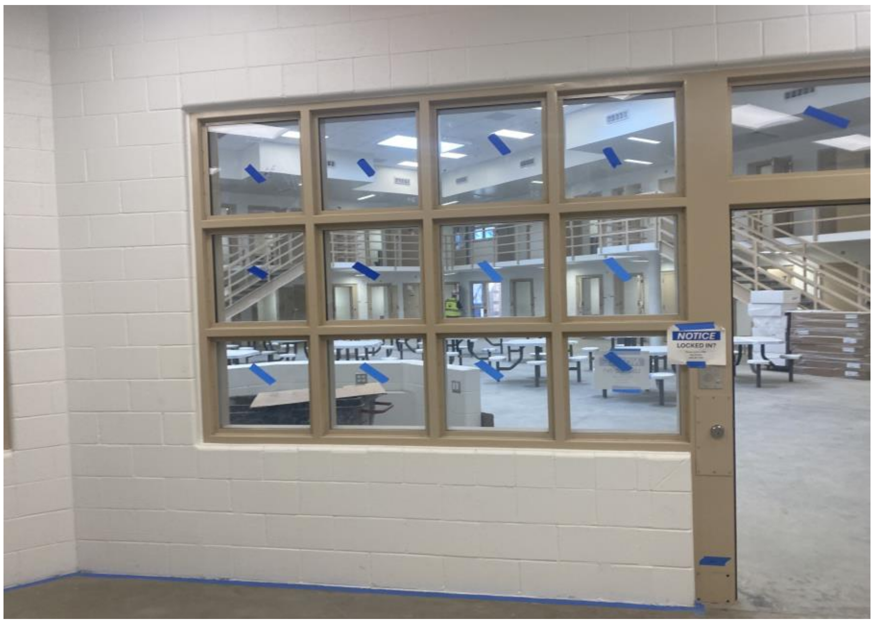
The kitchen facility at JLCC is responsible for preparing approximately 1,500 meals daily for inmates and youths housed at the Main Jail, JLCC, and Iris Garrett Juvenile Justice Center (IGJJC). A new kitchen is currently under construction as part of the expansion project.

Visitor guidelines are clearly posted on the Merced County Sheriff's website, at the visitor entrance, and in inmate common areas. Visits are scheduled based on housing units and most are limited to 30 minutes. Resources are available for visitors who may require assistance navigating the visitation process. However, issues with the phone service in the visiting area persist due to the aging infrastructure, resulting in frequent static on the lines. The Merced County Sheriff's Department is exploring the use of tablets for video visitation and inmate mail services to address this problem.

During the inspection, several inmates were interviewed. Overall, inmates reported respectful treatment by staff, adequate medical care including personal hygiene kits, and access to basic programs such as behavior management. Several concerns were consistently raised, including what appeared to be water damage in bathrooms and ceilings, deteriorating conditions in the shower area and persistent maintenance issues that the facility-provided cleaning supplies cannot address. Commissary prices were viewed as high. Phone service and visitation were accessible but had limitations such as short visit durations and poor phone connections. Some inmates expressed an interest in additional programs such as vocational training and mental health support.

MCCGJ observed dorms to be clean and orderly and inmates were responsible for daily housekeeping using supplies provided by the staff.

MCCGJ observed that there was a lack of clear directional signage throughout the area. The facility is very large and there were no visible signs to guide the public to designated parking and visiting areas. Additionally, there was no signage distinguishing between the Iris Garrett Juvenile Justice Correctional Complex (IGJJC) and the adjacent JLCC.



(figure 1) Looking into a new cell block pod from the outside
Photo credit MCCGJ

(figure 2) Inside a new pod showing rooms housing two inmates each and common area
Photo credit MCCGJ

FINDINGS

F1. The JLCC facility is in disrepair due to deferred maintenance. Upon completion of the new JLCC facility in 2027, the old dormitories will be renovated.

F2. Maintenance repairs are dependent on the completion of the new JLCC facility. There is no clear date for completion or when the inmates will be moved to the new facility.

RECOMMENDATIONS

R1. It is recommended that the Merced County Sheriff's Department and the Merced County Board of Supervisors update Merced County citizens on the date of completion of the John Latorraca Correctional Center and the date of inmate transfers.

REQUEST FOR RESPONSE

Responses are to be submitted to the Presiding Judge of the Merced County Superior Court in accordance with Penal Code §933.05.

- Merced County Sheriff Vernon Warnke respond to F1, F2 R1 within 60 days of receipt of this report.

DISCLAIMER

Reports issued by the Grand Jury do not identify the individuals who have been interviewed. Penal Code § 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

MERCED COUNTY SHERIFF'S DEPARTMENT MAIN JAIL

SUMMARY

The MCCGJ inspected the Merced County Sheriff's Main Jail at 700 W. 22nd Street, Merced, on October 6, 2025. Annual visits by the Grand Jury are mandated by California Penal Code Section 919 (b).

The Main Jail continues to be in disrepair and substantial improvements are still needed to adhere to state standards. The MCCGJ's main concern was not with the physical condition of the outdated facility but with the lack of staffing. Challenges faced by the Merced County Sheriff's Department to retain staff, attract lateral transfers and new staff are attributed mainly to a lack of competitive salaries, stacking incentives and benefit packages.

A new facility at John Latorraca Correctional Center (JLCC) is under construction where the Main Jail inmates will be transferred when the new correctional center is complete.

BACKGROUND

The Main Jail, constructed in 1968, currently houses low-risk to high-risk inmates and is managed by the Merced County Department of Corrections and Rehabilitation (MCDCR). The Main Jail is a Type II Facility jail with a capacity for 189 inmates.

The MCCGJ inspection included a review of all mandated inspection reports including Fire, Medical/Health, Environmental Health, and Nutritional Health. All inspection reports were confirmed completed and passed by the Board of State and Community Corrections (BSCC).

Merced County will address the capacity, security, and facility needs reflected in the Main Jail through the construction of the John Latorraca Correctional Center Expansion Project. The Main Jail will move inmates to the new JLCC. This will help the County comply with California's Title

15 and Title 24 regulations and guidelines which address minimum standards for local detention facilities.

METHODOLOGY

The Grand Jury utilized the inspection reports from the Board of State and Community Corrections (BSCC) based on their scheduled inspection and their unannounced inspection. Additionally, MCCGJ met with the deputies of the Merced County Sheriff's Department. The meeting was very professional and included presentations by the Sheriff's Department and those overseeing the areas of food, clothing, security, medical and intake. The MCCGJ also reviewed BSCC reports, toured the facility, reviewed the website and met with staff and management.

DISCUSSION

The Main Jail was built in 1968 and is in disrepair. The MCCGJ observed a moldy ceiling in a closet, paint peeling throughout the facility and a broken window in the intake area. The facility is outdated. It was noted a preventative maintenance plan was not available. The repairs are in reaction to work orders being placed with priority on safety issues.

A new detention facility will be located at JLCC scheduled to be open in 2027. Inmates will be transferred to the new facility once it is completed and additional staff is employed.

FINDINGS

F1. The Main Jail facility is in disrepair due to deferred maintenance and the anticipation of moving inmates to the new JLCC facility upon its completion. Only necessary repairs that affect safety are required.

RECOMMENDATIONS

R1. It is recommended that safety maintenance in the Main Jail be a priority while the new JLCC is completed and inmates are transferred.

REQUEST FOR RESPONSE

Responses are to be submitted to the Presiding Judge of the Merced County Superior Court in accordance with Penal Code §933.05.

- Merced County Sheriff Vernon Warnke respond to F1, F2 R1, R2 within 60 days of receipt of this report.

DISCLAIMER

Reports issued by the Grand Jury do not identify the individuals who have been interviewed. Penal Code § 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

IRIS GARRETT JUVENILE JUSTICE COMPLEX

SUMMARY

The 2025-2026 MCCGJ conducted a facility inspection of the Iris Garrett Juvenile Justice Complex (IGJJC) located at 2840 West Sandy Mush Road in Merced County on November 13, 2025.This facility is a secure detention and youth treatment facility under the operation of the Merced County Probation Department. The facility contains youth housing and a complete juvenile court system including a courtroom, clerk's office, and conference rooms for attorneys to meet privately with their clients. The presiding juvenile court judge, the youth, attorneys, a county bailiff, and court reporter are present in the courtroom facility. Additionally, youth detained in the facility receive mental health, medical and dental care. Additional staff is needed to provide a wider scope of programs to assist with transitioning to life after detainment. The probation department continues to seek out businesses and organizations which will allow youth to complete community service hours.

BACKGROUND

Several representatives presented the inspection presentation. This included the Merced County Probation Department, a Probation Division Manager, a Deputy Program Specialist, a representative from GEO Reentry Services, and a representative from the Merced County Office of Education.

The primary areas of focus for the youth are well-being, family stability, education, training and employment. Other support services include mentoring, tutoring, community services, life skills, and supervised off-grounds activities.

Upon intake, IGJJC staff categorize each youth according to their criminal offenses. A variety of assessments and screenings are also conducted, including evaluations for medical and mental health status, community risk factors, suicidal tendencies, trauma, and potential sexual victimization behaviors. These intake procedures are consistent with BSCC state standards and exceed state requirements.

METHODOLOGY

The MCCJG inspected the intake area, medical facility, the outdoor recreation area, common area, monitoring area, holding cells, classrooms and an incentive room. The BSCC report was reviewed and indicated no Juvenile Justice and Delinquency Prevention Act violations.

DISCUSSION

The intake area was clean and organized. The holding cells were examined and were also clean and well-kept. The medical facility was composed of two rooms, the office and the exam room. Medical care is provided by Wellpath. They provide basic medical care, however, youth are transported to other facilities for major medical, dental and vision care.

The MCCGJ also observed a dedicated recreation and garden area. Produce from the garden is harvested and prepared by the youth. A chicken coop near the garden houses chickens and eggs which are gathered and used for meal preparation. Youth earn the privilege to play, exercise and work in the outside area. All the outside area was well-maintained by the youth.

The next areas observed were the common area, cells and the monitoring area. The common area was located between the cells. This area had several tables with attached chairs that the youth utilized for eating and socializing. The cells were very clean and organized. Central to these areas is the monitoring area. This area is manned by staff who provide ongoing monitoring of the youth, their communications, devices and actions. There are several monitors in place and are observed at all times. Signage leading to the complex is still vague and confusing. Signs identifying each building are non-existent.

The MCCGJ also observed the rooms dedicated to education where students were present and engaged in their studies. The Merced County Office of Education (MCOE) operates the educational program for the IGJJC. On staff are a principal and two full-time teachers, a full-time tutor, an Instructional Aide, a Youth Engagement Specialist, Counselor, School Psychologist, College and Career Transition Advisor, Construction/Culinary Career Tech Educator, as well as a Special Education Liaison when needed. There are also opportunities for the youth to pursue further education through Merced College.

The classrooms were well-organized and provided flexible seating arrangements. Youth were observed working on their academics with teachers and adult volunteers. Students and staff were respectful to each other. Individual tablets are assigned to the youth to be used for academics. Youth were actively engaged in their assignments. They appeared well-groomed, healthy and were wearing clean clothes.

MCOE also offers the Regional Occupational Program (ROP), community college enrollment, and new to the facility, technology. The ROP Program includes culinary education/experience, construction, forklift certification, automotive training, and landscaping/gardening.

Transitional services occur for committed youth as they exit, including a team meeting with the Office of Education, the Merced High School District and the parents to come up with a collaborative educational plan upon release. Youth continue to work with probation officers for one to two years following release with services available until the age of 25. Despite this collaborative plan, staff says that it can be difficult for youth to find education and job opportunities.

In addition to the academic program, a variety of programs shown to be evidence-based using best practices are offered:

Anger Management, Parenting Violence Management, Gang Intervention Program,
Substance Abuse & Mental Health Management, Motivation & Social Skills,
Coping and Life Skills, Re- Entry Planning, Trauma and Family Relationships,
Victim Awareness, RISE,

Additional vocational opportunities are also available for qualified youth such as
Coffee Cart, a 4-year old program
Central Valley Opportunity Center (CVOC), Truck Driving Certification
Graffiti Abatement, Solar Panel Installation, Warehouse Program

MCCGJ visited another room called the Honor Room. Youth earn the privilege to utilize this room. The Honor Room contains a television, private rooms with comfortable seating used for private counseling sessions and areas where youth are allowed to use their monitored tablet devices.

The Grand Jury also observed another wing of the facility which was undergoing refurbishment. This area will contain additional cells and another common area.

Youth from rival gangs are integrated to provide an opportunity for relationship building. Staff provides opportunities for youth to engage in dialog aimed at breaking down barriers between the groups.

All inspection reports were completed by the BSCC and found to be satisfactory.

FINDINGS

F1. Jobs and community service opportunities for those who have been released are often difficult to find.

F2: Staff at the facility is to be commended for their dedication to providing the best correctional opportunities for the youth while detained. The interactions observed between the staff and youth demonstrated a mutual respect. The staff works diligently to prepare youth for life after release and they are continuously searching for new programs that will provide more opportunities for the youth that could lead them to success after detainment.

RECOMMENDATIONS

R1. Continue to look for more job opportunities after youth are released by connecting with local businesses who would offer job training to support these youth.

R2. Expand and develop new connections with Merced College and University of California Merced (UCM) students and staff to mentor youth while incarcerated and after their release.

REQUEST FOR RESPONSE

Responses are to be submitted to the Presiding Judge of the Merced County Superior Court in accordance with Penal Code §933.05.

- Merced County Sheriff Vernon Warnke respond to F1, F2 and R1, R2 within 60 days

DISCLAIMER

Reports issued by the Grand Jury do not identify the individuals who have been interviewed. Penal Code § 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

UNINCORPORATED MERCED COUNTY ROADS CAN USE SOME TENDER-LOVING CARE

Photo of Merced County Roads Division Work Truck with Logo on the Door
Photo credit Thomas Kroski

SUMMARY

Anyone driving on Merced County's rural roads has experienced rough roads. Pot holes and deteriorating roads increase driving hazards and puts excess wear on vehicles. Merced County roads serve commuters, local agricultural vehicles and heavy equipment vehicles on a daily basis. But, because the roads were designed years ago, they are not able to hold up to the increased daily heavy use.

The Merced County Civil Grand Jury's (MCCGJ) decision to make an inquiry into why the conditions of Merced County rural roads are so bad was prompted by a citizen complaint. Merced County Public Works Road Division is well aware of the multiple rural roads in need of

repair, anywhere from filling potholes to re-surfacing or some other type of repair. Many bridges are also in need of attention.

Merced County has 1,750 miles of roadway and over 400 bridges to maintain with an annual budget relying on Measure V and state funds. Since 2016, approximately $15 million was the approved fiscal budget. This was not enough money to address all the roads in need of repair and maintenance in the county in one year. In early 2026, the Merced County Board of Supervisors approved a $31.9 million Bond Financing Strategy Plan[1], a large scale project which will repair 41.3 miles of roads in all five districts within a three year timeframe beginning in mid 2026.

While Merced County rural drivers may find many roads substandard, the MCCGJ finds that the Merced County Public Works Road Division is making every effort possible to maintain and repair the roads and bridges with the funds available from local and state taxes.

BACKGROUND

The Merced County Civil Grand Jury (MCCGJ) received a written complaint submitted on September 16, 2025 by a rural driver who pointed out that many of the highways in Merced County and many of the county roads the rural driver travels frequently are filled with pot holes and are deteriorated making driving hazardous. The complaint also mentions that many bridges are also deteriorating and in need of repair. Several colored photos accompanied the complaint showing specifically Fox Road and Yosemite Avenue bridges near Kibby Road where one lane was closed on both bridges for some time. While the highways mentioned in the complaint are out of the MCCGJ's jurisdiction and there were only a few roads and bridges named in the written complaint, MCCGJ recognizes that anyone driving on Merced County roads has experienced the same conditions.

Fox Road begins at Santa Fe and borders Castle Airport Aviation and Development Center on the east side. It ends at W. Olive Avenue and is used by residents, a dairy, a poultry ranch, a lawn care business and a variety of agricultural orchards and crops. Fox Road is indeed filled with pot holes and is very rough with deteriorating shoulders. See the picture (figure 1) below. The two bridges on Yosemite Avenue near Kibby Road still had only one lane in use as shown in the picture below (figure 2). This section of Yosemite Avenue is a rural road utilized mostly by agricultural vehicles and local commuter drivers.

(Figure 1) Fox Road Pavement Deterioration

(Figure 2) Yosemite Avenue Bridge Closure

After several interviews with Merced County's Public Works and Road Division, the MCCGJ learned how road repairs are determined and how repairs are budgeted. Merced County Road Division is well aware of the county's poor road conditions. The county is following all the protocols for repairs under the approved budget for the fiscal year mostly from monies allocated by Measure V and other state funds. Prior to 2016, road repairs were dependent on other inconsistent funding sources and the roads and bridges suffered badly over time.

METHODOLOGY

Interviews & Communications

During the investigation the MCCGJ interviewed Merced County Public Works Department Roads Division. We also interviewed a Merced County Supervisor about the approved $35 million bond strategy to repair county roads.

Site Tours

MCCGJ visited the roads and bridges mentioned in the rural driver's complaint and observed other roads and their conditions in the county.

Documents

The MCCGJ reviewed the following documents from the Merced County Roads Division:
County of Merced Road Closures: www.countyofmerced.com/801/road-closures-delays

County of Merced Roads: https://www.countyofmerced.com/798/Roads

Countywide Pavement Management Program Update Final Report NCE Project No. 950.02.55 March 2019

Merced County Times article: Merced County leaders OK bond strategy to confront road problems, March 5, 2026 https://mercedcountytimes.com/merced-county-leaders-ok-bond-strategy-to-confront-road-problems/

PAVER The Pavement Maintenance Management System PAVER Version 7.0.8.

DISCUSSION

On October 21, 2025 MCCGJ met with the Merced County Public Works Roads Division to discuss concerns about the condition of many of Merced County rural roads and bridges. Jurors learned that Merced County has approximately 50 public works employees that are assigned to regular road maintenance in the spring, summer and fall. However, there is an increased work load during the winter months due to weather conditions and flooding problems. Also, during the winter months, larger projects are contracted out to the lowest bidder in most, if not all cases, so staffing is not a problem for immediate needed repairs.

ROAD REPAIR FUNDING SOURCES

Merced County has 1,750 miles of roadway and over 400 bridges. The county spends approximately $15 million on the roads and bridges per fiscal year, and all the funding for 2025-2026 is approved for projects. The funding comes from a variety of sources from local and state:

- **SB-1**: the Road Repair and Accountability Act of 2017[2]
- **Measure V**: a 30-year half-cent transportation sales tax approved by Merced County voters in 2016 which generates from $5 - $6 million annually depending on sales tax receipts[1]
- **Highway User Tax Account (HUTA):** a trust fund in California's Transportation Tax Fund that receives net revenues from gasoline, diesel, and other motor vehicle fuel taxes to finance the construction, maintenance, and operation of public streets and highways
- **Road Impact Agreement Account**: a dedicated fund used by developers or contractors to manage fees, credits, and reimbursements related to public road construction or improvements, often established through a credit agreement with a county or municipality
- **Grants** are also applied for

BOND FINANCING STRATEGY PLAN

In March of 2026, Merced County Board of Supervisors approved a $31.9 million bond financing strategy plan to address the county's poor road conditions. The "large-scale project" is in alignment with Merced County's *2025-2028 Strategic Plan* approved by the Board of Supervisors in January of 2025. The rationale is to save money on rising repair costs and allow for a large roadway improvement project all at one time. The project identified 17 roads in all five districts for a total of 41.3 miles to be repaired. With the current cost of $775,000 per mile, the county's annual revenue alone would only allow for the repair of about 6 to 7 miles of road per year. This financing strategy plan provides for tax-exempt bonds, allowing the money to be spent on repairs now and to pay it back over time with interest. This plan secures today's prices which will likely increase in the future. The funding is expected to be available by the middle of May 2026 and construction should begin sometime in the summer. The project is expected to be completed sometime between 2028 and 2029.[1]

THE PROPOSED ROAD LIST FOR THE BOND FINANCING STRATEGY PLAN:

District 1

- Sandy Mush Rd., from SR59 to Healy Rd., in El Nido. 3 miles. $2.1 million
- Minturn Rd., from Buchanan Hollow Rd. to the county line, in Le Grand. 3.3 miles. $2.3 million
- Westside Blvd., from Washington Blvd. to Lincoln Blvd., in Livingston. 2 miles. $1.4 million
- Santa Fe, from Ash St. to E. Mission Ave., in Planada/Le Grand. 1.3 miles. $910,000

District 2

- Arboleda Drive, from S. Bear Creek Dr. to SR140, in Merced. 1 mile. $700,000

District 3

- Buhach Rd., from SR 140 to SP Ave., in McSwain. 2.1 miles. $1.4 million
- Franklin Rd., from Asby Rd. to Dan Ward Rd., in Franklin Beachwood. 0.6 miles. $360,000

District 4

- Longview Ave., from Sultana Dr. to Bert Crane Rd., in Livingston. 3 miles. $2.2 million

- Bradbury Rd., from Santa Fe Dr. to Lee Rd., in Ballico. 2.5 miles. $1.6 million
- Griffith Rd., from Golden State Blvd. to Williams Ave., in Hilmar. 5.2 miles. $3.3 million
- Bloss Rd., from SR 165 to Columbus Ave., in Hilmar. 2 miles. $1.5 million.
- American, from Columbus Ave. to the county line, in Hilmar. 4.5 miles. $2.9 million

District 5

- Turner Island Rd., from SR 152 to Henry Miller Ave., in Dos Palos. 3 miles. $2.2 million
- Pioneer Rd., from Volta Rd. to Los Banos city limits, in Los Banos. 2.3 miles. $1.7 million
- Arroya Ave., from SR 152 to Eucalyptus Ave., in Dos Palos. 3 miles. $2.2 million
- Wilson Rd., from Henry Miller Ave. to China Camp Rd., in Los Banos. 1 mile. $750,000
- Eucalyptus Rd., SR33 to Aubrey Ave., in Dos Palos. 1.5 miles. 1.1 million

MERCED COUNTY

PROPOSED ROAD LIST

MEASURE V BONDING

DISTRICT	ROAD NAME	FROM	TO	LOCATION	LENGTH (MILES)	ESTIMATED COST
1	SANDY MUSH RD	SR59	HEALY RD	EL NIDO	3.0	$ 2,100,000.00
1	MINTURN RD	BUCHANAN HOLLOW RD	COUNTY LINE	LE GRAND	3.3	$ 2,310,000.00
1	WESTSIDE BLVD	WASHINGTON BLVD	LINCOLN BLVD	LIVINGSTON	2.0	$ 1,400,000.00
1	SANTA FE	ASH ST	E MISSION AVE	PLANADA - LE GRAND	1.3	$ 910,000.00
				SUBTOTAL	**9.6**	**$ 6,720,000.00**
2	ARBOLEDA DRIVE	SOUTH BEAR CREEK DR	SR 140	MERCED	1.0	$ 700,000.00
				SUBTOTAL	**1.0**	**$ 700,000.00**
3	BUHACH RD	SR 140	SP AVE	McSWAIN	2.1	$ 1,470,000.00
3	FRANKLIN RD	ASHBY RD	DAN WARD RD	FRANKLIN BEACHWOOD	0.6	$ 360,000.00
				SUBTOTAL	**2.7**	**$ 1,830,000.00**
4	LONGVIEW AVE	SULTANA DR	BERT CRANE RD	LIVINGSTON	3.0	$ 2,250,000.00
4	BRADBURY RD	SANTA FE DR	LEE RD	BALLICO	2.5	$ 1,625,000.00
4	GRIFFITH RD	GOLDEN STATE BLVD	WILLIAMS AVE	HILMAR	5.2	$ 3,380,000.00
4	BLOSS RD	SR 165	COLUMBUS AVE	HILMAR	2.0	$ 1,500,000.00
4	AMERICAN	COLUMBUS AVE	COUNTY LINE	HILMAR	4.5	$ 2,925,000.00
				SUBTOTAL	**17.2**	**$ 11,680,000.00**
5	TURNER ISLAND RD	SR 152	HENRY MILLER AVE	DOS PALOS	3.0	$ 2,250,000.00
5	PIONEER RD	VOLTA RD	LOS BANOS CITY LIMITS	LOS BANOS	2.3	$ 1,725,000.00
5	ARROYA AVE	SR 152	EUCALYPTUS AVE	DOS PALOS	3.0	$ 2,250,000.00
5	WILSON RD	HENRY MILLER AVE	CHINA CAMP RD	LOS BANOS	1.0	$ 750,000.00
5	EUCALYPTUS RD	SR33	AUBREY AVE	DOS PALOS	1.5	$ 1,125,000.00
				SUBTOTAL	**10.8**	**$ 8,100,000.00**
				TOTAL	**41.3**	**$ 29,030,000.00**
				PE & CM COST	**10%**	**$ 2,903,000.00**
					TOTAL PROJECT COST	**$ 31,933,000.00**

(figure 3) Bond Financing Proposed Road List

MERCED COUNTY ROAD MAINTENANCE RESPONSIBILITIES

Merced County road maintenance is the responsibility of the Merced County Public Works Roads Division which provides routine maintenance of county roads and unincorporated areas like pothole repair, drainage maintenance, asphalt overlays, and immediate responses to hazards and public complaints. It also oversees construction projects approved by the Board of Supervisors. Highways like SR-99 and SR 152 that run through Merced County are the responsibility of Caltrans District 10. Streets within the many cities and towns in Merced County are maintained by the individual city public works departments.

ROAD REPAIR DECISIONS

Merced County road maintenance and repair decisions are based on several factors:

- Funding
- Pavement Maintenance Management System (PAVER)
- Citizen complaints

The PAVER software is capable of assessing current road health through inspector collection data input like cracking and potholes to calculate the Pavement Condition Index (PCI) using the Road Ranking System (see figure 4 below). PAVER can also predict future conditions based on similar construction and traffic histories and schedule and budget maintenance and repair activities of Merced's county roads. Finally, it helps with project planning and budgeting.

The Merced County Board of Supervisors and the Merced County Association of Governments (MCAG) manage the allocation and distribution of road repair funds. MCAG administers Measure V revenues and the Board of Supervisors approves major rehabilitation projects and budgets.

THE ROAD RANKING SYSTEM:

Merced County Roads Department relies on a standardized Pavement Condition Index (PCI) to objectively rank overall road health and maintenance plans. The following chart shows how the conditions of the roads are ranked on the scale of 0-100 (the lower the number the worse the condition):

PCI Score	Structural Condition Rating	Strategic Maintenance Treatment
85 -100	Excellent	Preventive maintenance / Light seals to prevent water intrusion and oxidation.
70 - 84	Good	Minor surface preservation
50 - 69	Fair	Overlay rehabilitation to prevent total failure
25 - 49	Poor	Heavy structural overlay or localized recycling
0 - 24	Failed	Full reconstruction / Base replacement

(figure 4) Road Ranking System Chart

FOX ROAD AND YOSEMITE BRIDGES

Fox Road is ranked 10 which is “failed” according to the PCI and will need full construction and base repair. (See figure 1 under Background). The Roads Department is well aware of the condition of Fox Road and many of the other rural roads that serve both commuter drivers and agricultural usage where heavy truck traffic and farm equipment leads to deterioration and damage much faster than normal. We learned that Fox Road, a main concern by the rural driver complaint, has flooding issues during the winter which increases the road deterioration. Fox Road will become a cul-de-sac or dead end road during Phase 2 of the Atwater

Expressway Project three years in the future. Repairing the road now would not be financially prudent, however, the county is continuing to fill pot holes and working with the land owners to improve drainage.

The two bridges on Yosemite Road near Kibby Road running over Black Rascal Creek and the Merced Irrigation District Fairfield Canal had been one lane for a very long time. MCCGJ learned the bridge over the canal could not be repaired while there was water running under it. Once MID drained the water, the repair on the bridges was done and the closed lanes were opened up again. This project was completed on March 9, 2026. (See figure 5 below)

(figure 5) Yosemite Avenue Bridge Completion
Photo credit Thomas Kroski

MERCED COUNTY PRIORITIZES ROAD REPAIR PROJECTS BASED ON SEVERAL KEY CRITERIA:

- **Functional Classification**: Roads that serve as major collectors, arterials, or main connectors between cities and unincorporated areas are prioritized. These roads handle higher traffic volumes and are critical for regional mobility.
- **Population and Usage**: Priority is given to roads serving larger populations and providing access to essential services, employment centers, and schools. The goal is to address the "biggest need for the most people."

- **Strategic Planning Alignment**: Projects align with *Merced County's 2025–2028 Strategic Plan*[3] which emphasizes roadway resurfacing and infrastructure improvement.
- **Funding Source Requirements**: Projects funded through Measure V[2] (the half-cent sales tax) must follow voter-approved guidelines, including allocating funds across all five supervisorial districts and leveraging bond financing to accelerate large-scale work.
- **Safety and Condition**: Local Roadway Safety Plan (LRSP)[4] is a localized data-driven traffic safety plan that provides opportunities to address unique roadway safety needs and reduce the number of fatalities and serious injuries.
- **Smaller roads**: cul-de-sacs, and low-traffic rural roads are generally lower priority for major rehabilitation projects.

HOW TO REPORT ROAD CONCERNS AND HAZARDS

- Merced County Roads Division encourages drivers or anyone to report road hazards, pot holes or any road concerns by calling the Roads Office at (209) 385-7601 or by filling out a form online at https://www.countyofmerced.com/802/Road-Service-Request
- The Merced County Public Works Department also makes it easy to follow the progress of road closures and their expected dates of opening on their website at www.countyofmerced.com/801/road-closures-delays

DISCLAIMER

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FINDINGS

F1. Merced County Public Works Roads Division is doing its job effectively to identify and repair damaged roads and bridges throughout Merced County.

F2. Merced County Public Works Roads Division provides a road closure alert and update page on its website for citizens to monitor road closures.

F3. Merced County Public Works Roads Division encourages the public to report road hazards, pot holes, and other concerns both by the online reporting system and by phone.

F4. Merced County Board of Supervisors currently approves an annual fiscal budget to repair Merced County roads using the funds available from local and state sources which help maintain county roads but does not adequately cover all the needed road reconstruction repairs. Merced County Board of Supervisors acknowledged the funding inadequacies and took steps to secure a bond financing strategy plan to make large road repairs in all five districts at the same time.

RECOMMENDATIONS

None

REQUEST FOR RESPONSES

None

FOOTNOTES:

1. https://mercedcountytimes.com/merced-county-leaders-ok-bond-strategy-to-confront-road-problems/

2. https://www.countyofmerced.com/3166/Measure-V---SB1

3. https://www.countyofmerced.com/4202/Merced-County-Strategic-Plan-2025-2028

4. https://www.countyofmerced.com/DocumentCenter/View/47322/Local-Road-Safety-Plan-2024?bidId=

"POP-UPS": A CASE STUDY IN LOCAL GOVERNMENT RESPONSE

SUMMARY

In 2025, the issue of "pop-ups", non-permanent booths or mobile units serving food for retail sales, emerged as a public health issue. Residents of Merced began to see new food vendors set up in a variety of locations: vacant lots, the margins of established parking areas and sometimes on the side of low-traffic streets between residential and commercial areas. Sometimes these were temporary structures like simple awnings often covering tables and chairs or even just vans or SUVs with the back or side doors open. These drew a considerable number of customers, ready to utilize the convenient and often inexpensive food options available. But any business selling food products must comply with existing government regulations. The Merced County Civil Grand Jury (MCCGJ) found that the relevant local government authorities made a good effort to respond to the emerging problem, but the issue will demand continuous monitoring.

BACKGROUND

Mobile food vendors like "taco trucks" have long been a fixture locally, so consumers typically saw nothing unusual about these options. However, the emergence of new food vendors raised public policy questions. Permitted food businesses were concerned about having to compete with unpermitted businesses that could charge lower prices. On October 7, 2025 local food businesses presented a petition to the Merced City Council signed by over 70 local restaurant owners and food trucks demanding action against the unpermitted competition. One spokesperson noted that at a recent downtown "Mercado" event, 15 unpermitted food trucks and "pop-ups" had set up in parking areas adjacent to the organized event.

Retail food service is, by necessity, highly regulated. The Centers for Disease Control (CDC) reported in 2025 seven major foodborne pathogens were responsible for 9.9 million cases of illness, 53,300 hospitalizations, and 931 deaths.[1] The CDC also reported the emergence of several drug-resistant strains of bacteria such as Shigella, easily transmitted by agents like raw greens or undercooked vegetables. The CDC said in a health alert[2] that the proportion of the approximately 450,000 annual U.S. Shigella infections that are resistant to all known antibiotic treatments rose from 0% in 2015 to 0.4% in 2019 to 5% in 2022, an indicator of potentially greater spread.

California food service regulations, modeled after the federal Food and Drug Administration (FDA) guidelines, are extensive and contained in the California Retail Food Code.[3] It covers requirements for:

- Management and personnel (e.g., food handler training and certification, food protection manager knowledge)
- General food safety (e.g., temperature controls, preventing contamination, proper cooking/cooling/reheating)
- Cleaning and sanitizing equipment/utensils
- Equipment, utensils, linens, water supply, plumbing, waste, and physical facilities
- Specific facility types (e.g., permanent facilities, mobile food facilities, temporary events, cottage food operations, certified farmers' markets)

In California, enforcement is primarily handled by local environmental health agencies. In Merced County, it is the Department of Environmental Health with the California Department of Public Health (CDPH), Food and Drug Branch, providing support, technical guidance and oversight.

Retail food facilities, like restaurants and schools, require a health permit to operate. They undergo regular inspections and pay fees to stay in compliance with the law. In Merced County, these are ranked by a points system and are categorized as either Good (0-6), Satisfactory (7-13), or Unsatisfactory (14+). Points received indicate that a factor is found to be out of compliance with regulations.

Under California law most food handlers must complete an approved food safety training course[4] and obtain a food handler card.[5] They must work under the supervision of someone who has obtained a Food Manager Certification.[6]

There are two particular requirements to note. Installations preparing and serving food on-site must comply with:

1. **The 3-Sink Rule:** separate tubs to wash/rinse/sanitize[7]
2. **Temperature Holding Ranges**
   - **Hot Holding**: Potentially hazardous foods must be held at 135°F or above to prevent bacterial growth. This applies to all foods reheated for hot holding, except for certain commercially processed, hermetically sealed foods, which may be held at 135°F or above after reheating.
   - **Cold Holding**: Potentially hazardous foods must be held at 41°F or below. This includes refrigerated foods and items stored in coolers or refrigerated display units.
   - **Temperature Danger Zone:** The range between 41°F and 135°F is considered the danger zone where bacteria grow rapidly. Foods must not remain in this range for more than two cumulative hours during preparation or service.

While all food vendors must be licensed by the local municipality, food safety inspections are managed by Merced County Department of Environmental Health. Their website reports food inspections that list over 1,000 food service providers who are required to pay annual fees and are subject to inspections by county personnel.[8] This is a significant task.

In recent years, the California State Legislature added another degree of complexity to the regulatory structure by creating a minimally regulated option for "cottage food" providers who typically produce home-baked goods for sale elsewhere. Also, "sidewalk vendors" selling pre-packaged goods outside were granted a degree of protection under SB 946, known as the *Safe Sidewalk Vending Act*.[9] This law protects such vendors from outright bans on their activities but does not absolve them of responsibility to comply with food safety regulations that apply to other providers. Related follow-up legislation includes SB 972[10] which further eased health permitting for certain compact mobile food operations (e.g., no health permit needed for small prepackaged non-hazardous items, streamlined cart approvals, more prep location options).[11]

The problem with unpermitted pop-ups received minimal attention from media sources, save for one notable episode widely reported in the San Francisco Bay Area in May 2025. In Monterey County, the District Attorney reported: "Investigators have traced ownership of these stands to kingpins operating out of Merced County. Food sold at the stands in Monterey County is reportedly prepared in Merced and then transported over two hours all over the central coast, including Monterey, Santa Cruz, San Benito, and Santa Clara."[12] Officials say that there are no refrigerated units to maintain proper meat and condiment temperatures that could create dangerous pathogens like E. coli, salmonella and listeria.[13] The investigation dated back to September 2024 when Merced authorities say they had already found large-scale unsanitary food preparation sites in warehouses and garages.[14]

New reports from coastal areas re-emerged in February 2026. Monterey County officials reported numerous unlicensed vendors and stated they saw evidence of out-of-area origination for the vehicles involved in distribution that could be traced to Merced County.[15] Merced County Environmental Health stated that this is currently under investigation and some of the responsible parties have been identified.

METHODOLOGY

Merced County Civil Grand Jury members used extensive web searches as the initial basis for investigation after reviewing initial reports by local radio station KYOS, the Merced Sun-Star and Merced County Times newspapers. Jurors reviewed federal, state and local government sites regarding current laws and reports relevant to the issue. Merced City Council meetings[16] and Merced County Board of Supervisors meetings[17] provided important information to answer questions. Jurors made site visits to food truck and pop-up vendors to see them in operation.

Finally, MCCGJ emailed then interviewed the Merced County Environmental Health Department.

DISCUSSION

On August 28, 2025, TheMercedFocus.org published an article “Who gets to sell in Merced? City eyes new rules for street vendors”.[18] Merced added to its municipal code in August 2021, and set fines for unpermitted vendors at $250 for a first offense, rising to as much as $1,000 for repeat violations. At the August 4, 2025 Merced City Council meeting, a subcommittee was established to review the code. The city does not have the authority to confiscate property or deny access to vacant lots or sidewalks. While customers expressed support for the street vendors, one councilmember stated, “A street vendor can pop up, and the perception is that they’re free-riding on a market that somebody’s paid to be a part of.” Another city official said the issue was being reviewed by a countywide working group attempting to assess how to deal with multiple types of vendors ranging from street carts, sidewalk stands, taco trucks, and pop-ups. Merced Police reported receiving many complaints about vendors taking over vacant lots, food being prepared in unsafe conditions, and cited liability issues and health safety as concerns. One councilmember spoke in support of vendors located away from retail centers, making it easier for residents to access food. Another councilmember said while there were already regulations for food trucks, street and sidewalk vendors must be permitted as well but advocated for a means of simplifying the process of getting permitted. Another councilmember cited an effort by Fresno city holding a “one-stop shop” event for prospective vendors. There was a brief discussion about drafting a revised ordinance that could be considered when the council meets in October.

On October 20, 2025, a Merced County Supervisor spoke at the City of Merced Council meeting to assure them that the county was addressing the issue. The council did not modify the municipal code added in August 2021, assigning it to be studied by a subcommittee for possible action at a later date.

On October 21, 2025 at the Merced County Board of Supervisors meeting, the Merced County Department of Environmental Health gave a presentation titled: “Unpermitted Food Vendor Update” about what the county was doing with the unpermitted vendors. County personnel had already executed a number of "sweeps" backed up by county and municipal law enforcement, confiscated vendor equipment from unpermitted vendors and written citations against numerous operations. The county initiated cooperative relationships with municipal law enforcement agencies in order to monitor and prevent vendors from shutting down in one location and moving over to an adjacent city. The Department of Environmental Health recognized the seriousness of the issue and had already commenced a procedure to hire additional inspection personnel.

On December 19, 2025, Merced County Civil Grand Jury members met with Merced County Environmental Health personnel to inquire about the current status of the department’s inspection efforts. Jurors learned that out of 24 employees, 14 were full-time on-site inspectors and plans were in progress to hire two more inspectors. Anticipating the issues of weekend and nighttime pop-up operations, the department had assigned personnel to work on an "on-call" basis in order to be able to respond to reports from law enforcement that a violation of health regulations was in progress. At the meeting, Merced County Environmental Health Department personnel presented colored postcards “How to Spot Unpermitted Food Vendors” with tips on how to spot and report vendors in question. The postcard has two "QR" codes, one for how to get permitted and the other a complaint form. These postcards are being distributed at local street fairs and other events where Environmental Health Department personnel are present. The postcards are also available at many regulated food businesses throughout Merced County. (See figures 1 and 2 on the next page)

Figure 1: postcard front

Figure 2: postcard back

On January 13, 2026, Merced County Environmental Health personnel addressed the Merced County Board of Supervisors. They reported that the two additional inspectors were hired, trained and were on the job. For the Fiscal Year 2025-26, 40 coordinated operations and sweeps were planned and 13 have been completed. $52,000 in fines was levied and a large amount of equipment that was in the possession of unpermitted vendors was confiscated**.** The operators can get their equipment back if they pay the fines. First-time violators must pay the established vendor fee of $780 and then double or triple damages for additional violations. Pictures of illegal foods and equipment were displayed at the meeting.

As of early 2026, Merced City has two sites available for food vendors. Downtown Grubs is at the intersection of Martin Luther King Way and 16th Street which has covered table seating. Valley Eats is adjacent to the intersection of Highway 59 and West Olive Avenue which includes a picnic area and restroom facilities. Both offer vendor parking and set up. (See figure 3 below and figure 4 on the next page)

Figure 3: photo of Downtown Grubs on Martin Luther King Way and 16th Street
Photo credit Mark Talmant

Figure 4: photo of Valley Eats on Hwy 59 and W. Olive Avenue
Photo credit Mark Talmant

As of May 19, 2026, the Merced City Council Subcommittee reviewing the municipal code[19] regarding street vendors has suggested changes. They have yet to be acted upon.

FINDINGS

F1. The emergence of unpermitted food vendors in Merced County has strained the County Department of Environmental Health inspectors already fully engaged with enforcing regulations on permitted food vendors. The Merced County Department of Environmental Health has demonstrated responsibility by adding two new employees and scheduling inspectors to work after hours and weekends with law enforcement to target food vendor violators. The problem is ongoing and it will require continued vigilance.

F2. The re-emergence of reports regarding prepared foods being transported for sale by unpermitted food vendors to sites outside Merced County highlights the ongoing threat to public health.

RECOMMENDATIONS

R1. Bring more awareness by publicizing and distributing the "How to Spot Unpermitted Food Vendors" postcards from the Merced County Department of Environmental Health to a wider audience. In addition to having the postcards available at local street fairs and events, any food preparation classes, including schools, need to be included.

R2. Display the postcards on all local government channels, such as 96 on the Xfinity lineup, social media pages and websites.

REQUEST FOR RESPONSES

Pursuant to Penal Code Section 933.05, the grand jury requests responses as follows:

From the following individuals:

- Merced County Department of Environmental Health respond to R1 and R2 within 90 days of receipt of this report.

FOOTNOTES

1. https://www.cdc.gov/food-safety/php/data-research/foodborne-illness-burden/
2. https://www.cdc.gov/han/2023/han00486.html
3. https://www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/FDBPrograms/FoodSafetyProgram/RetailFoodProgram.aspx
4. https://www.foodhandlersguide.com/food-and-beverage/food-safety-law-compliance-in-california/
5. https://www.countyofmerced.com/DocumentCenter/View/10294/California-Food-Handler-Card---updated---2014-09-16?bidId=
6. https://www.countyofmerced.com/DocumentCenter/View/36412/Food-Safety-Professionals-List-?bidId=
7. https://www.servsafe.com/ServSafe/media/ServSafe/Documents/Clean-and-Sanitize-in-a-Three-Compartment-Sink.pdf
8. http://apps.co.merced.ca.us/PublicApplets/pages/FoodInspect/FoodInspect.aspx

9. https://serviam.law/news-sidewalk-vending-regulation-enforcement-in-california
10. https://legalclarity.org/california-sb-972-sidewalk-vending-law-and-rules/
11. castreetvendors.org
12. https://kioncentralcoast.com/news/local-news/2025/05/23/merced-kingpins-on-the-central-coast-involved-in-an-unlawful-food-enterprise-das-office
13. https://www.countyofmonterey.gov/Home/Components/News/News/11379/
14. https://www.sfgate.com/news/bayarea/article/authorities-warn-of-unpermitted-food-stands-20344009.php
15. Chown, J. (2026, February 15). *Merced group behind illegal Taco Vendors*. TPG Online Daily. https://tpgonlinedaily.com/merced-group-behind-illegal-taco-vendors/
16. https://cityofmerced.legistar.com/Calendar.aspx
17. https://www.countyofmerced.com/4157/Board-Archive-2025
18. https://themercedfocus.org/merced-eyes-new-rules-for-street-vendors/
19. https://cityofmerced.legistar.com/LegislationDetail.aspx?ID=5079373&GUID=26A99E79-71DE-47D0-8A77-B43B059ABB0B

DISCLAIMER

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

City of Atwater, Where Are the Funds?

SUMMARY

The Merced County Civil Grand Jury (MCCGJ) investigated a complaint regarding developer funds paid to the City of Atwater. The complaint claims the City of Atwater received funds from the developers of the Applegate Ranch Commercial Development and the Atwater Market Place Shopping Center to underground two canals before construction of each development could begin.

The Merced Irrigation District (MID), in a recorded Agreement with the City of Atwater, had previously mandated that the canals adjacent to the properties to be developed, would need to be placed underground prior to any development taking place. Ultimately, MID allowed the development to take place prior to these canals being placed underground, with the stipulation that the developers of the remaining parcels pay their share of the cost to the City of Atwater to complete the undergrounding work on the canals when all the parcels were developed.

The complaint raises the concern that the funds paid to the City of Atwater were not earmarked for their intended purpose to underground the canals, and the funds may not be available when the other parcels are developed and the undergrounding will take place.

BACKGROUND

An anonymous complaint was received by the Merced County Civil Grand Jury (MCCGJ) claiming the City of Atwater received funds from two different developers to underground the Atwater Drain and Atwater Canal in compliance with the recorded Agreement between MID and the City of Atwater. The developments are in two different areas of the City of Atwater and both touch two MID lateral canals. The Agreement stipulates the canal work would not occur until the development of the neighboring adjacent parcels, which also bear partial financial responsibility of the undergrounding. To date the adjacent parcels have not been developed.

The Atwater Market Place Shopping Center developer issued a check as per the stipulation of the Agreement with the City of Atwater and MID, but the City of Atwater was not able to produce the documentation for receipt of these funds.

A letter dated May 20, 2010 to Applegate Ranch LLC from the City of Atwater, the Applegate Ranch development was allowed to proceed without undergrounding the canal as long as their portion of the payment was made. The Applegate Ranch Commercial Center developer issued a check in the amount of $725,000.00 as per the Agreement, and it was deposited into the City of Atwater General Fund in 2010.

The complaint claims that the funds were mismanaged and misappropriated to other budget areas.

METHODOLOGY

The MCCGJ requested documentation from the City of Atwater for any and all records regarding the undergrounding of the lateral canals. MCCGJ interviewed staff from the Atwater City Manager's Office and requested explicit documentation detailing where the developer funds resided and the exact dollar amount. The MCCGJ also requested any correspondence with MID regarding future plans of the Atwater Drain and Atwater Canal undergrounding.

DISCUSSION

In 2006 the Atwater Marketplace Shopping Center developer entered into an agreement with the City of Atwater and MID (Resolution CC No. 2094-05, item 23 F.) to pay a portion of the cost to underground the Atwater Canal adjacent to Fruitland Avenue. The developer issued a check before beginning construction, but no documentation and no receipt of funds was provided by the Atwater City Manager's Office and the developer was unresponsive in returning calls by the MCCGJ. Their check was issued approximately 20 years ago, which may have contributed to the difficulty in locating the documentation.

On June 22, 2010 a check was issued by Fidelity National Title Company on behalf of Applegate Ranch Commercial Center developer for $725,000.00 to the City of Atwater for their portion of the undergrounding of Atwater Drain which runs from Commerce Avenue along the property boundary. The funds were deposited on June 23, 2010 into the City of Atwater General Fund Account as "Other Revenue #0001-0000-6091."

The Applegate Ranch Commercial Center deposit was not earmarked or attributed to a dedicated line item to insure monies were not spent for other purposes. When asked about the specific whereabouts of the funds, the City Manager's Office could only point to the General Fund and assert it was "in there". There is no documentation that the funds have not been spent, and there is no accounting documentation that the City of Atwater has a financial obligation to underground the canals.

The adjacent parcels to both the Applegate Ranch Commercial Center and the Atwater Market Place Shopping Center have not been developed.

According to the Governmental Accounting Standards Board (GASB), it strongly supports keeping restricted revenues in a special revenue fund and not in a general fund account. The practical standard for cities is to answer these three questions:

1. Where did the money come from?
2. What legal restrictions apply?
3. Can you prove it was spent only on those purposes?

If these questions cannot be answered from the accounting records, it is considered a red flag. Given these accepted standards, were the developer funds meant to underground the canals mismanaged or misappropriated?

FINDINGS

F1. The City of Atwater failed to show that the funds received from the developers for undergrounding the canals as obligated by the Agreement with the City of Atwater and MID are retained for that purpose.

F2. The City of Atwater is unable to provide documentation of the check received from the developer of the Atwater Market Place Shopping Center, so the City of Atwater is unable to determine the amount of its obligation for the Atwater Canal undergrounding.

F3. As recommended by the GASB standards, there is no dedicated account earmarking the funds meant for the undergrounding of the Atwater Drain and the Atwater Canal.

RECOMMENDATIONS

R1. The Atwater City Manager and the Finance Director should place the $725,000 received from the Applegate Ranch Shopping Center developer into a dedicated account earmarked for the completion of the undergrounding of the Atwater Drain before the end of the 2026 calendar year.

R2. Procedural improvements need to be made to ensure funds received for specific purposes and obligations are clearly specified by a dedicated line item in the City Budget eliminating the possibility of comingling funds before the end of the calendar year 2026.

R3. Proper training for budgeting specialized funds, using the GASB standard, needs to be put in place for current and future Finance Department employees before the end of the calendar year 2026.

R4. Independent third party auditing is recommended for all transactions relating to the undergrounding of the canals; and specifically to the funds paid by the Atwater Market Place Shopping Center developer before the end of the fiscal year 2026-2027.

REQUIRED RESPONSES

The following responses are required, pursuant to Penal Code sections 933 and 933.05:

- Atwater City Council respond to F1, F2, F3 and R1, R2, R3, R4 within 90 days of receipt of this report.

INVITED RESPONSES

- Atwater City Manager respond to F1, F2, F3 and R1, R2, R3, R4 within 60 days of receipt of this report.
- Atwater Finance Director respond to F1, F2, F3 and R1, R2, R3, R4 within 60 days of receipt of this report.
- Atwater City Treasurer respond to F1, F2, F3 and R1, R2, R3, R4 within 60 days of receipt of this report.

DISCLAIMER

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Merced County Civil Grand Jury

2025-2026

Compliance and Continuity Report

Response Compliance Report

SUMMARY

The Merced County Civil Grand Jury (MCCGJ) is a group of volunteer citizens who, over the course of a one-year term, are tasked with investigating the operations of local government including county government departments and agencies, joint powers authorities, special districts, and school districts. The MCCGJ conducts multiple investigations, many based on public complaints. The MCCGJ must also, by statute, inspect local detention facilities each term.

Governing boards of local government entities and elected county officials are required by law to respond to the findings and recommendations in Grand Jury reports that the Grand Jury directs to them. The responses must be submitted to the superior court within required timeframes and must include wording required by penal code.

This Compliance and Continuity Report is a follow-up to the 2024-2025 Merced County Civil Grand Jury Report and outlines whether the mandated responses of the boards and elected county officials complied with the timelines required by law.

BACKGROUND

Reponses to Grand Jury reports must comply with California Penal Code sections 933 and 933.05. Governing bodies of public agencies are required to respond to the judge no later than 90 days after the Civil Grand Jury submits a final report.

Department heads are required to respond within 60 days of the final report.

For each finding, required respondents must state whether they agree or disagree.

If a respondent disagrees, the response must identify the portion of the finding in dispute and explain the reasons for the disagreement.

For each recommendation, respondents must choose one of the following four responses:

1. That the recommendation has been implemented, with a summary of the actions taken; or
2. That it will be implemented within a specified timeframe; or
3. That the recommendation requires further analysis, with an explanation, the scope of the analysis, and a timeframe for consideration by the respondent (not to exceed six months from issuance of the report); or
4. That the recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation. (PC §933.05(a)(1)-(4).)

The 2024-2025 MCCGJ issued a report during its term from July 2024 through June 2025. Responses to the reports fully comply with the law. This Response Compliance Report focuses on the following inspections and reports on three detention facilities in Merced County:

- Iris Garrett Juvenile Correctional Complex (IGJCC)
- John Latorraca Correctional Center (JLCC)
- Merced County Sheriff's Department Main Jail

Required respondents for these reports included the Merced County Board of Supervisors and the Merced County Sheriff.

This report does not evaluate the merit of any disagreements expressed by any respondents. It addresses only whether the responses complied with legal requirements.

METHODOLOGY

The 2025-2026 MCCGJ reviewed responses to the 2024-2025 Civil Grand Jury Report and the findings and recommendations to determine their compliance with Penal Code sections 933 and 933.05. The jury used the following criteria:

1. **Timeframe**: Were responses submitted to the judge within the time required by the law?

2. **Findings**: Did the governing board or elected county official state agreement or disagreement with each finding? If there was disagreement, did they explain the reason for the disagreement?
3. **Recommendations**: Did each response fulfill the language required by the penal code?

FINDINGS

Merced County Main Jail and John Latorraca Correctional Center (JLCC)

F1. The Merced County Sheriff's Main Jail has been out of compliance with maintaining staffing levels specified by California Title 15, Section 1027 along with staff shortages in the Merced County Sheriff's Department.

Response: The Merced County Sheriff reports that they are working in conjunction with Merced County Human Resources Department to actively recruit qualified applicants. The Board of Supervisors has approved a series of pay increases designed to strengthen recruitment and retention, following compensation studies conducted by Merced County. The Sheriff's office responded that the current staffing level is at a level to maintain safety and security of incarcerated persons and staff having been evaluated by the Board of State and Community Corrections.

F2. Lack of general maintenance and directional signage

Response: Both Merced County Sheriff and Board of Supervisors responded that deferred maintenance of both facilities is being addressed by the construction of a new JLCC remodel and expansion project which will improve security and infrastructure needs. While the Main County Jail is maintained by the Merced County Department of Public Works, staff shortages have also negatively affected the continued maintenance issues.

Iris Garrett Juvenile Justice Complex (IGJJC)

F1. Lack of clear identifying and directional signage.

Response: The Board of Supervisors will work with the Probation Department, who operates the facility, to design and develop permanent signage. The Department of Public Works will assist with the installation of the signs.

F2. Obtaining community service opportunities for released youth remain challenging.

Response: None

REQUIRED RESPONSES

Responses must be submitted to the presiding judge of the Merced County Superior Court as required by Penal Code section 933.05. Responses must include the information required by Penal Code section 933.05.

Responses were received within a timely manner and in language required by the penal code for the mandatory inspections and reports issued by the 2024-2025 MCCGJ.

Merced County Courthouse Museum

AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale
Danny Ambriz

Brian Raymond
Kalisa Rochester

MEETING DATE:	September 14, 2026
TO:	Mayor and City Council
FROM:	Janell Martin, City Manager
PREPARED BY:	Janell Martin, City Manager
SUBJECT:	**Designating One Member to Serve as Voting Delegate Representing the City at the League of California Cities Annual Conference** (City Manager Martin)

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3653-26 designating one member to serve as voting delegate representing the City at the League of California Cities Annual Conference, to be held September 23-25,2026, in Anaheim, California.

I. BACKGROUND/ANALYSIS:

The League of California Cities bylaws require each voting member city to designate one voting member. The voting member and any alternate(s) must be designated by City Council action. Stockton City Council Policy 2.05 states that the Mayor shall designate the Voting Delegate and Alternate.

The League of California Cities Annual Conference is scheduled for September 23-25, 2026, at the Anaheim Convention Center in Anaheim, California. The General Assembly will be held on Friday, September 25, 2026. An important aspect of the League's Conference is the General Assembly at which time the membership considers and takes action on resolutions that establish League policy. The agenda outlining these resolutions is still being finalized. A completed packet with proposed resolutions will be presented to member cities prior to the conference. On behalf of the City Council the Mayor will appointed Councilmember Danny Ambriz, District 3 as the Voting Delegate.

II. FISCAL IMPACTS:

This item has no fiscal impact.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

N/A

V. ALTERNATIVES:
N/A

VI. INTERDEPARTMENTAL COORDINATION:
This item has been reviewed by all relevant departments.

VII. PUBLIC PARTICIPATION:
The public will have an opportunity to speak prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:
N/A

IX. STEPS FOLLOWING APPROVAL:
Once approved by the City Council, the signed Resolution will be forward to the California League of Cities.

Attachments:

1. 3653-26 California League of Cities Voting Delegate

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER DESIGNATING A VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE TO BE HELD SEPTEMBER 23-25, 2026, IN ANAHEIM, CALIFORNIA

WHEREAS, The League of California Cities will host their Annual Conference September 23-25, 2026, in Anaheim, California, at the Anaheim Convention Center; and

WHEREAS, The League of California Cities bylaws require that each voting member City, by Council action, designate one voting member; and

WHEREAS, The City of Atwater states that the Mayor shall present for Council consideration a Resolution designating the Voting Delegate; now, therefore,

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

Section 1. The Mayor hereby appoints Councilmember Danny Ambriz to serve as the City's Voting Delegate.

Section 2. Authorizes the City Manager to submit to the League of California Cities 2026 Voting Delegate Form on behalf of the City.

Section 3. Authorizes the City Manager to take all necessary and appropriate actions to carry out the intent of this resolution.

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

AYES:
NOES:
ABSENT:

APPROVED:

____
MICHAEL G. NELSON, MAYOR

ATTEST:

____
KORY J. BILLINGS, CITY CLERK

AGENDA REPORT

CITY COUNCIL

Mike Nelson

John Cale
Danny Ambriz
Brian Raymond
Kalisa Rochester

MEETING DATE:	September 14, 2026
TO:	Mayor and City Council
FROM:	Josh Randol, CAL FIRE-Battalion Chief
PREPARED BY:	Atwater City Fire Department Fire Department, Office Technician
SUBJECT:	**Authorizing and Approving a Purchase Agreement (Purchase Order) with All Star Fire Equipment Inc of Arcadia, California, for the purchase of New Fire Hoses & Accessories** (CAL Fire Battalion Chief Randol)

RECOMMENDED COUNCIL ACTION

Authorizes and approves a Purchase Agreement (Purchase Order) with All Star Fire Equipment Inc of Arcadia, California, for the purchase of new fire hoses & accessories; and authorizes and directs the Interim City Manager, or designee, to execute the purchase on behalf of the City.

I. BACKGROUND/ANALYSIS:

The City Council has a long-standing commitment to ensuring that the Atwater Fire Department has the equipment necessary to protect the lives and property of the Atwater community. With the anticipated arrival of an additional Type I Engine by the end of 2026, and in consideration of current fire safety standards and equipment requirements, the Department has identified a need to begin the procurement process for new fire hose and related equipment.

In preparation for the new engine, the Fire Department has identified the need for new fire hose and related equipment to ensure the engine is properly equipped and ready for service upon delivery. Staff contacted All Star Fire Equipment, Inc. to determine the estimated delivery timeframe for the required hose products. The vendor advised that the current lead time is approximately 16 weeks from receipt of a Purchase Order.

The purchase of new hose will also ensure that the Department's equipment meets current fire safety standards and operational requirements. Properly rated and compliant hose is essential to firefighter safety, operational readiness, and effective emergency response.

Due to the extended delivery timeframe, staff is requesting authorization to begin the procurement process prior to soliciting bids. Starting the process now will help minimize delays, ensure the required equipment is received in time, and allow the new Type I Engine to be fully equipped and placed into service upon delivery.

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

Sole Source

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

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

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

The purchasing of the necessary equipment to upfit the new Type I vehicle and department needs meets the unique sole source requirements of the Fire Department. All Star Fire Equipment Inc. is able to provide equipment that is consistent and compatible with the equipment currently utilized by the department. Maintaining consistency with existing equipment supports operational familiarity, interoperability, and standardization across the department's inventory. Additionally, All Star Fire Equipment Inc. can provide specialized equipment, including nozzles and other accessories, that complement and are compatible with the department's current inventory.

Staff requests the City Council accept the quote and authorize the execution of a purchase agreement with All Star Fire Equipment Inc of Arcadia, California.

II. FISCAL IMPACTS:

There are sufficient resources in the approved Fiscal Year 2026-27 operating budget to make the payment from the following account:

Public Safety Transactions and Use Tax Fund, Fire Department, 0004-2030-6021. See the attached quote (Exhibit A)

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

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

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

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

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

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

Submitted by:

Josh Randol

Josh Randol, CAL Fire Battalion Chief

Attachments:

1. Sole source Memo - All Star Fire - Hoses Accessories 9-14-26
2. 0720 Atwater FD Hose quote

City of Atwater

Fire Department

Joshua Randol, Battalion Chief

699 Broadway Avenue
Atwater, CA 95301
Office: (209) 357-6355
Cell : (209) 761-1972
E-Mail: joshua.randol@fire.ca.gov

Date: September 14, 2026

To: Janell Martin, City Manager

From: Joshua Randol, CAL FIRE/Atwater Fire Battalion Chief

Subject: Sole Source Purchase Request

In accordance with the City of Atwater Purchasing System Manual, Section 9, Procurement Methods, "Sole Source Purchases," under certain circumstances, the City's bidding requirements may be dispensed with when the services or goods are only available from one source because of:

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

The purchasing of the necessary equipment to upfit the new Type I vehicle and department needs meets the unique sole source requirements of the Fire Department in the following way:

1. All Star Fire Equipment Inc. is able to provide equipment that is consistent and compatible with the equipment currently utilized by the department. Maintaining consistency with existing equipment supports operational familiarity, interoperability, and standardization across the department's inventory. Additionally, All Star Fire Equipment Inc. can provide specialized equipment, including nozzles and other accessories, that

complement and are compatible with the department's current inventory.

The requested purchase meets the requirements as outlined in the purchasing manual under "Sole Source Purchases" therefore I am requesting the proposed purchase be declared a sole source purchase.

Respectfully,

Joshua Randol

Fire Equipment Inc.

12328 Lower Azusa Road
Arcadia, CA 91006
(626) 652-0900

2613 Barrington Court
Hayward, CA 94545
(510) 887-6295

SALES QUOTE
AFD072026
Written By
Justin Eldridge

Bill To: City of Atwater
1350 Broadway Ave
Atwater, CA 95301

Ship To: Atwater Fire Department
Attn: Erik Long
699 Broadway Ave.
Atwater, CA 95301

Date		Date Required	Cust. Order #	Tax Exempt #	Terms	F.O.B.	Salesperson	Ship Via
7/20/2026			**QUOTE**		Net 30	Origin	Sisco	Drop Ship

Quantity	U/M		Description	Price	Amount
90	EA		Key DP17-100S Combat Sniper All Polyester Nitrile Lined Fire Hose, 1.75"x 50', CPLD 1.5" NST, Color: (45) Red, (45) Yellow Stencil Both Ends: ATWATER CITY FIRE 2026	294.00	26,460.00
12	EA		Key DP20-1000 Combat Ready Double Jacket Through-the-Weave Attack Hose, 2" x 50' Coupled with 2.5" NST, Color: TBD Stencil Both Ends: ATWATER CITY FIRE 2026	418.00	5,016.00
20	EA		Key RC50-450Y-100-SJ5045-ARN Pro-Flow LDH Rubber Supply Hose, 5" x 100', Coupled 4.5" NST, Color: Red Stencil Both Ends: ATWATER CITY FIRE 2026	1,058.00	21,160.00
48	EA		Key DP25-800 Big 10 Heavy Duty Double Jacket Rubber Lined, All Polyester Attack Hose, 2.5" x 50', CPLD 2.5" NST, Color: TBD Stenciled Both Ends: ATWATER CITY FIRE 2026	253.00	12,144.00
15	EA		Elkhart 04XD010F-0101070A Chief XD Tip with 1.5" Inlet and 150gpm @ 50psi, Bumper Color: Luminescent	595.00	8,925.00
9	EA		ELkhart 000187XD-0112 187-XD Short Smooth Bore with 7/8 Outlet, Bumper Color: Luminescent	176.00	1,584.00
24	EA		Elkhart 0033XD0F-010100010A XD Shutoff. 1.5" NST inlet, 1.5" Outlet, No Smoothbore, No Grip, Bale Color: BLACK Laser Etching: Atwater Logo	436.00	10,464.00
2	EA		Elkhart 04XD020F-0501000505AA Chief XD Nozzle, 2.5" NST-F, 250gpm@50psi, Bumper Color: Black Laser Etching: Atwater Logo	1,085.00	2,170.00
			Comments: Quote Expires in 30 Days	Subtotal	$87,923.00
				Sales Tax 8.750%	$7,693.26
				Freight	$130.00
				Total	$95,746.26

AGENDA REPORT	**CITY COUNCIL** Mike Nelson John Cale — Brian Raymond Danny Ambriz — Kalisa Rochester

MEETING DATE:	September 14, 2026
TO:	Mayor and City Council
FROM:	Janell Martin, City Manager
PREPARED BY:	Janell Martin, City Manager
SUBJECT:	**Discussion and Possible action regarding the Community Partnership Grant Program**

RECOMMENDED COUNCIL ACTION

Motion to adopt Resolution No. 3652-26 approving the Atwater Community Partnership Grant Program Policy and Fiscal Year 2026-2027 Request for Proposals; authorize staff to issue the Request for Proposals on September 15, 2026; and direct staff to complete the evaluation process and return to the City Council for applicant presentations and consideration of grant awards.

I. BACKGROUND/ANALYSIS:

As part of the adopted Fiscal Year 2026-2027 Budget, the City Council allocated $50,000 for a Community Partnerships Fund. The proposed Atwater Community Partnership Grant Program provides a competitive process for awarding those funds to eligible nonprofit organizations that offer programs, services, or projects benefiting the Atwater community.

The attached policy and Request for Proposals establish the purpose of the program, applicant eligibility, funding priorities, eligible and ineligible expenses, application requirements, evaluation process, reporting expectations, and the City's ability to award all, part, or none of the available funding.

Eligible applicants must be recognized by the Internal Revenue Service as tax-exempt nonprofit organizations under Section 501(c) of the Internal Revenue Code. Applicants are not required to be headquartered in Atwater; however, proposed programs must primarily serve Atwater residents, and at least 50 percent of the direct beneficiaries must be located within or directly benefit the City of Atwater.

Funding priorities include youth development and mentoring, public safety and crime prevention education, food security, animal welfare and rescue, neighborhood beautification, senior services, health and wellness initiatives, veteran services, arts and culture, community events, education, and workforce development. Awarded organizations will be required to enter into an agreement with the City and comply with financial and program reporting requirements.

Staff recommends that the City Council adopt the program policy by resolution and approve the RFP schedule below. Following the proposal deadline, a City Council-approved ad hoc committee consisting of two City Council members and two City staff members will screen and rank responsive proposals. Applicants will be invited to present to the City Council on October 26, 2026, and the City Council will consider award of one or more grant agreements on November 9, 2026.

PROPOSED RFP SCHEDULE

RFP Milestone	Date
RFP Issued	September 15, 2026
Questions Due	September 25, 2026
Responses to Questions Provided	September 30, 2026
Proposal Submittal Deadline	October 16, 2026
Screening and Ranking	Week beginning October 17, 2026
Presentations to City Council	October 26, 2026
Contract Awarded by City Council	November 9, 2026

II. FISCAL IMPACTS:

The Fiscal Year 2026-2027 Budget includes $50,000 for the Community Partnerships Fund. Adoption of the policy and issuance of the RFP do not create an additional General Fund appropriation. Final grant awards may not exceed the amount authorized in the adopted budget unless the City Council separately approves additional funding.

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 six (6) of the City's Strategic Plan: to ensure the City's continued financial stability and improve quality of life, 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 speak prior to City Council direction and action.

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

Upon City Council approval, the RFP will be posted on the City's website and distributed through the City's normal process. Questions and responses will be handled in accordance with the published RFP schedule to provide consistent information to all potential applicants.

Attachments:

1. 3652-26 Community Grant Program 2026
2. Policy - Community Partnership Grant Program
3. RFP - Community Grant
4. COMMUNITY GRANT AGREEMENT.Attachment A_BBK-c1
5. Community Partnership Grant Reporting Form
6. Attachment_B_DRAFT_City_of_Atwater_Scope_of_Work_Work_Plan
7. Attachment_C_DRAFT_City_of_Atwater_Project_Budget
8. Attachment_D_DRAFT_City_of_Atwater_Organizational_Budget

CITY COUNCIL
OF THE
CITY OF ATWATER

RESOLUTION NO. XXXX-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING THE ATWATER COMMUNITY PARTNERSHIP GRANT PROGRAM POLICY AND FISCAL YEAR 2026-2027 REQUEST FOR PROPOSALS

WHEREAS, the City Council adopted the Fiscal Year 2026-2027 Budget, which includes $50,000 for the Community Partnerships Fund; and

WHEREAS, the City Council desires to establish a fair and competitive grant process through which eligible nonprofit organizations may request funding for programs, services, and projects that directly benefit the Atwater community; and

WHEREAS, the proposed Atwater Community Partnership Grant Program Policy and Request for Proposals establish eligibility requirements, funding priorities, eligible and ineligible uses, application requirements, evaluation procedures, accountability measures, and reporting requirements; and

WHEREAS, the City Council finds that adoption of the policy and issuance of the Request for Proposals will provide a transparent process for considering the use of the funds authorized in the adopted budget.

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

Section 1. The Atwater Community Partnership Grant Program Policy and Fiscal Year 2026-2027 Request for Proposals, attached hereto as Exhibit A and incorporated herein by this reference, are approved.

Section 2. City staff is authorized and directed to issue the Request for Proposals on September 15, 2026, substantially in the form approved by this Resolution, and may make minor administrative or non-substantive revisions necessary to complete and publish the solicitation.

Section 3. City staff is directed to screen and rank responsive proposals and return to the City Council for applicant presentations on October 26, 2026, and consideration of grant awards and related agreements on November 9, 2026.

Section 4. No grant award or agreement is authorized by this Resolution. Any award is subject to separate City Council approval and may not exceed the funds available in the adopted Fiscal Year 2026-2027 Budget unless the City Council separately approves additional funding.

Section 5. This Resolution shall take effect immediately upon its adoption.

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

AYES:
NOES:
ABSENT:

APPROVED:

____
MICHAEL G. NELSON, MAYOR

ATTEST:

____
KORY J. BILLINGS, CITY CLERK

Atwater Community Partnership Grant Program Policy

1 PURPOSE

The purpose of the Atwater Community Partnership Grant Program is to provide a fair and competitive process for awarding City funds to eligible nonprofit organizations that provide programs, services, or projects benefiting the Atwater community.

2 FUNDING

Funding for the program is subject to appropriation by the City Council through the annual budget process. The City Council may award all, part, or none of the available funding and may make awards to one or more qualified organizations.

3 ELIGIBILITY

Applicants must be recognized by the Internal Revenue Service as tax-exempt nonprofit organizations under Section 501(c) of the Internal Revenue Code and must provide current documentation of that status. Applicants are not required to be headquartered in Atwater; however, proposed programs must primarily serve Atwater residents, and at least 50 percent of the direct beneficiaries must be located within or directly benefit the City of Atwater.

4 ELIGIBLE USES

Grant funds may be used for expenses directly related to the approved program, service, or project, including personnel, program supplies, participant materials, facility rental, outreach, necessary professional services, and essential equipment approved by the City. Funds may not be used for political campaigns or lobbying, religious worship or sectarian instruction, debt service, deficit reduction, pre-award expenses, general fundraising activities, or capital construction unless specifically approved by the City Council.

5 APPLICATION PROCESS

The City will issue a Request for Proposals identifying the available funding, application requirements, submission deadline, evaluation criteria, and anticipated award schedule. Late or incomplete proposals may be deemed nonresponsive.

6 REVIEW COMMITTEE

Following the proposal deadline, a City Council-approved ad hoc committee consisting of two City Council members and two City staff members will review the proposals for responsiveness using the criteria established in the Request for Proposals. Responsive applicants will then be invited to present their proposals to the City Council. Following the presentations, the ad hoc committee will reconvene to evaluate and rank the proposals and provide its recommendations to the City Council..

7 CITY COUNCIL CONSIDERATION

Responsive applicants may be invited to present their proposals at a public City Council meeting. The full City Council will consider the proposals, committee rankings, available funding, and community benefit before approving any grant award. The City Council retains sole authority to approve grant awards and related agreements.

8 GRANT AGREEMENT AND REPORTING

Each selected organization must enter into a written agreement with the City before receiving funds. The agreement will identify the approved scope of work, budget, payment terms, insurance and other applicable requirements, and required mid-year and year-end financial and narrative reports.

9 ADMINISTRATION

The City Manager or designee is authorized to administer the program and make minor administrative changes to application materials, schedules, and procedures that are consistent with this policy and do not increase the funding authorized by the City Council.

CITY OF ATWATER

REQUEST FOR PROPOSALS

Atwater Community Partnership Grant Program

FISCAL YEAR 2026-2027

Total Funding Available: $50,000

Proposal Deadline: October 16th, 2026 | 5:00 p.m.

PROGRAM GUIDELINES

REQUEST FOR PROPOSALS

Partnering with nonprofit organizations to create measurable and lasting benefit for the Atwater community.

SUBMISSION INFORMATION

Submit to: **City Manager's Office**
1160 Fifth Street, Atwater, California 95301

Questions: Gisela Peralta   Email: cityclerk@atwater.org

Table of Contents

Welcome, Community Partners

Welcome to the City of Atwater's Atwater Community Partnership Grant Program.

The City recognizes that nonprofit organizations are essential partners in strengthening our community. Every day, organizations throughout our region provide services that improve the lives of residents, support families, enrich youth, care for seniors, protect animals, preserve community traditions, and create opportunities that government cannot accomplish alone.

This grant program invests public resources in organizations that demonstrate measurable community impact, responsible stewardship of taxpayer funds, and a commitment to improving the quality of life within the City of Atwater.

We appreciate your interest and thank you for the work you do to make Atwater a stronger, healthier, and more vibrant community.

The City of Atwater

MISSION STATEMENT

The mission of the Atwater Community Partnership Grant Program is to strengthen the City of Atwater through meaningful partnerships with nonprofit organizations that improve the quality of life for residents and the community. Through responsible stewardship of public funds, the City invests in programs that create measurable outcomes, encourage collaboration, support innovation, and provide lasting benefits for the people and animals of Atwater.

GUIDING PRINCIPLES

COMMUNITY FIRST

- Improve quality of life within the City of Atwater.

PARTNERSHIP

- Value nonprofit organizations as trusted community partners.

ACCOUNTABILITY

- Require measurable outcomes and responsible stewardship.

TRANSPARENCY

- Use a fair, competitive, and objective review process.

INNOVATION

- Encourage creative solutions to community challenges.

SUSTAINABILITY

- Invest in meaningful and lasting community benefit.

Program Overview

The Atwater Community Partnership Grant Program provides competitive grant funding to eligible nonprofit organizations that deliver programs, services, and projects benefiting the City of Atwater.

The City Council has allocated $50,000 for Fiscal Year 2026-2027. Funding may be awarded to one or more qualified organizations. The City reserves the right to award all, part, or none of the available funding based upon application quality and available funds. Applications will be evaluated using a standardized scoring sheet as part of the City's review and selection process.

FUNDING PHILOSOPHY

The purpose of this program is not simply to distribute funding, but to establish partnerships with nonprofit organizations that share the City's commitment to measurable community impact, accountability, and responsible stewardship of public resources.

ELIGIBILITY

- Applicants must be recognized by the Internal Revenue Service as a tax-exempt nonprofit organization under Section 501(c) of the Internal Revenue Code and provide current documentation.
- Applicants do not need to be headquartered in Atwater; however, proposed programs must primarily serve Atwater residents and grant funds must directly benefit the Atwater community.

COMMUNITY BENEFIT REQUIREMENT

At least 50% of the individuals, households, animals, or community members directly benefiting from the proposed project must be located within or directly benefit the City of Atwater. Greater direct benefit may receive additional consideration.

FUNDING PRIORITIES

- Youth development and mentoring
- Public safety and crime prevention education
- Food security
- Animal welfare and rescue
- Neighborhood beautification
- Senior services
- Health and wellness initiatives
- Veteran services
- Arts, culture, and community events
- Education and workforce development

Is This Grant a Good Fit?

VISION STATEMENT

The City envisions government and nonprofit organizations working together to improve quality of life, strengthen neighborhoods, care for animals, celebrate community traditions, and create opportunities that leave a lasting positive impact.

BEFORE YOU APPLY

- ✓ Is your organization recognized by the IRS as tax-exempt under Section 501(c)?
- ✓ Will at least 50% of direct beneficiaries be located within or directly benefit Atwater?
- ✓ Can your organization demonstrate measurable outcomes?
- ✓ Can your organization comply with reporting requirements?
- ✓ Can your organization responsibly manage public funds?
- ✓ Can your organization comply with the insurance requirements?

ELIGIBLE PROJECT EXAMPLES

- Youth programs and mentoring
- Senior services
- Animal welfare, rescue, adoption, and spay/neuter
- Community celebrations and civic events
- Veterans' services
- Health and wellness
- Neighborhood beautification
- Educational enrichment
- Food security
- Public safety education

Eligible Use of Funds

ELIGIBLE EXPENSES

- Personnel directly supporting the funded project
- Program supplies and participant materials
- Facility rental directly related to the project
- Marketing and outreach
- Necessary professional services
- Essential equipment approved by the City

INELIGIBLE EXPENSES

- Political campaigns or lobbying
- Religious worship or sectarian instruction
- Debt service or deficit reduction
- Pre-award expenses
- General fundraising activities
- Capital construction unless specifically approved

SUBMISSION REQUIREMENTS

- Submit one complete application packet using the separate City of Atwater Community Partnership Grant Application.
- Include all supporting documents identified in the application packet.
- Applications must be received by the published deadline; postmarks will not be accepted.
- Incomplete or late applications may be deemed nonresponsive.
- Use the checklist contained in the separate application packet before submitting.
- Need proof of active non-profit status.

Special Matters & Requirements

1. Form and Execution of Contract: The form of contract is Attachment A.
2. Labor Code: The Applicant shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensation.
3. Insurance: The Applicant shall meet the insurance requirements of the contract.
4. Eligibility: Organizations must be a nonprofit or non-governmental organization with recognized legal status equal to 501(c)(3) under the United States Internal Revenue Code.
5. Conflict of Interest: The Applicant must be aware of and comply with the conflict-of-interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict-of-Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.
6. Public Record: Responses to this RFP become the exclusive property of the City of Atwater. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records, except for those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret", or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret", or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret", or "Proprietary" shall be regarded as non-responsive. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Atwater may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret", or "Proprietary", the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.
7. Withdrawals of Proposals: The applicant may withdraw a proposal at any time before the expiration of time for submission of proposals as provided in the RFP by providing a written request (via email or mail) for withdrawal signed by, or on behalf of, the non-profit organization's person with legal binding authority.

Questions or Technical Assistance

General assistance is available upon request through the deadline stated below. Questions concerning this RFP must be directed to the official City contact by telephone, email, or mail.

OFFICIAL CONTACT

City Manager's Office
1160 Fifth Street, Atwater, California 95301
Phone: (209) 357-6300
Email: cityclerk@atwater.org

Deadline for questions: September 25th, 2026 at 5:00 p.m.

RFP Timeline

Dates are subject to change

RFP ITEM	DATE
Release of RFP	September 15th, 2026
Deadline for Questions or Technical Assistance	September 25th, 2026
Proposal Deadline - 5:00 p.m.	October 16th, 2026
Evaluation of Proposals	October 17th, 2026
City Council Consideration of Awards	October 26th, 2026
Grant Agreement Execution	November 9th, 2026

GRANT APPLICATION

City of Atwater Community Partnership Grant Application (separate document)

ATTACHMENTS

A. Services Agreement
B. Scope of Work / Work Plan Worksheet
C. Project Budget Worksheet
D. Organizational Budget Worksheet

CITY OF ATWATER
COMMUNITY PARTNERSHIP GRANT AGREEMENT

This Grant Agreement (Agreement) is entered into as of **DATE**, by and between THE CITY OF ___________ ("City"), and **NAME** ("Grantee") pursuant to the following terms and conditions:

1. Grant Description

The City of ________ has approved providing Grantee the sum of **$_________** as a community partnership grant ("Grant") for **FY ______-____** ("Funding Period"). This sum and any interest earned thereon, will be used by Grantee exclusively for the purpose of providing the community service program or activity, as described in Exhibit "A", that will contribute to the quality of life for _________ residents (together, the "Program" or "Program Activities"). Grantee shall be solely responsible for implementation and operation of the Program in a manner which is reasonably consistent with the City's Grant program.

2. Use of Grant Funds

A. The Grant funds shall be used solely for Program purposes as set forth in Exhibit "A" and Grantee shall use its best efforts to ensure that all Grant funds are used in an efficient and effective manner. Funds shall not be donated to a political action committee or to any candidate seeking election to office nor for conduct of any religious activity.

B. Deviation from the approved Program proposal or budget may be made only with the City's prior written approval.

C. Any Grant amounts remaining unexpended and/or unencumbered at the end of the Funding Period, or any amounts the City determines have been spent in a manner inconsistent with the terms of this Agreement shall be returned to the City immediately.

3. Distribution of Grant Funds

The Grant will be disbursed by City in two payments of **$________**, with the first disbursement to be made upon (i) full execution of this Agreement and (ii) Grantee's submission of proof of insurance as described in Section 7. The second disbursement of **$_______** will be made following receipt by the City of Grantee's written mid-year financial and narrative report, due January 31, ______ and described in more detail in Section 4 below.

4. Reporting Requirements

A. ~~A.~~ Grantee shall provide the City with a written mid-year and year-end financial accounting and brief narrative report. The mid-year report will be due **January 31, ______** and the year-end report will be due **July 1, ______.** This submission must include a complete financial statement detailing all expenditures of grant monies for the Program(s) and a narrative report on the project and its significance. The submission should compare actual expenditures and accomplishments with the budget and objectives cited in Exhibit "A". Grantee shall be accountable for revenue and expenditures through standard bookkeeping procedures.

B. Grantee shall complete and submit each required report using the Community Partnership Grant Program Reporting Form attached to this Agreement as Exhibit "B," together with all applicable supporting documentation identified on the form.

C. At the request of either City Staff or City Council, Grantee shall provide a current financial accounting of expenditures for the purpose of monitoring the Program.

~~B. At the request of either City Staff or City Council, Grantee shall provide a current financial accounting of expenditures for the purpose of monitoring the Program.~~

5. Disclosure of Sponsorship

With respect to any expenditure of the Grant funds, Grantee will generate, at Grantee's expense, reasonable and sufficient publicity providing credit to City for the assistance. This will include, but not be limited to, adding **"This project is partially funded by a grant from the City of ___________"** to any printed, visual, or recorded material relating to or arising in whole or in part from the purposes for which any portion of the Grant has been authorized in this Agreement. A complimentary copy of such material will be provided to City at or before the time the material is used by Grantee, which City may refer to, quote, duplicate, and/or distribute in its discretion without financial obligation to Grantee.

6. Audit and Inspection Rights

The City reserves the right, at any time and from time to time during the term of this Agreement and for a period of five (5) years after the term of this agreement, or following the date of final payment or the closeout of all pending matters or audits related to this Agreement, whichever is later, to conduct audits and inspections of the Grantee's records, operations, and facilities to verify compliance with the terms of this Agreement, and applicable laws, policies, and regulations.

The City may inspect the Grantee's premises, project sites, and any related facilities, and may examine all records, financial statements, project documentation, personnel records, invoices, and other relevant data and materials necessary to assess compliance. The City may also require the Grantee to provide copies of such records upon request.

Audits and inspections may be scheduled or conducted at the City's discretion. The City may conduct audits annually or as otherwise determined.
The City shall bear the costs of audits and inspections unless such audit or inspection reveals a material default, failure to maintain proper records, or noncompliance with this Agreement, in which case the Grantee shall be responsible for those costs.

The Grantee shall maintain all records related to this Grant Agreement for at least five (5) years following the date of final payment or the closeout of all pending matters or audits related to this Agreement, whichever is later.

7. Indemnity

Grantee shall protect, save, defend, indemnify, and hold harmless City, its City Council and each member thereof, its officers, agents, and employees, from any and all claims, demands, damages and other liability, including costs and attorney's fees, resulting from or arising out of performance under this Agreement; the use of the Grant; the operation of the Program or any project for which any Grant proceeds under this Agreement are expended; or in any way connected with the negligent or willful act, omission or error of Grantee, its officers, agents, employees, or business visitors or invitees.

8. Insurance

Grantee shall maintain during the performance of this agreement general commercial liability insurance, in an amount of not less than $1,000,000 per occurrence naming the City, its officials, officers, employees, agents, consultants, contractors and volunteers as additional insured parties. Grantee shall provide to City with written certification that this insurance is in full force and effect prior to disbursement of any Grant proceeds to Grantee.

9. Nature of Relationship

The obligations and participation of City hereunder shall be limited solely to the issuance of Grant funds to Grantee in accordance with the terms of this Agreement. Any individuals retained or employed by Grantee to provide services under this Agreement shall be considered the employees of Grantee and not City. Grantee shall be solely responsible for providing its employees' applicable pay or wages, benefits, and workers compensation coverage; for collecting applicable state and federal employment and income taxes and forms; and for otherwise complying with all other legal requirements with respect to those employees. Grantee is not engaged in an employment relationship, partnership or joint venture with City. City shall not have nor exercise any control or direction over the methods by which Grantee or its employees shall perform their work and functions. The parties expressly agree that no work, act, commission or omission of Grantee pursuant to the terms and conditions of this Agreement shall be construed to make or render Grantee or any of its employees the agent, employee, or servant of City. Neither the Grantee nor any of its employees shall be entitled to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or any other employee benefit of any kind from City.

10. Regulatory Approvals and Legal Compliance

Grantee shall be solely responsible for obtaining any licenses, permits, or regulatory approvals necessary to commence and carry out Program Activities. Grantee shall properly screen all individuals hired with Grant funds to ensure that such persons have all necessary and proper professional credentials required for the provision of the services described in Exhibit “A”. Furthermore, Grantee shall comply with all applicable federal, state and local laws and regulations with respect to the implementation of the Program described in Section 1.

11. Miscellaneous

A. This Agreement is the entire agreement between City and Grantee with respect to the subject matter hereof. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The waiver of any breach or default hereunder shall not operate as or be construed to be a waiver of any subsequent breach or default. To be effective, any waiver must be in writing and signed by the party against whom waiver is asserted.

B. No changes or additions to this Agreement shall be of any force or effect unless set forth in a written amendment signed by City and Grantee.

C. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Merced, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all costs incurred and reasonable attorney's fees, as determined by the court.

12. Nondiscrimination

Grantee shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status in connection with or related to the performance of this Agreement.

12. Counterparts

This Agreement may be executed in one or more counterparts, and may be signed in electronic or digital means. Each counterpart shall be deemed an original instrument against any party who has signed it.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of ____________, 2026.

CITY OF ATWATER	**ORGANIZATION**
By: ______________________ Janell A. Martin City Manager	By: ______________________ NAME

Attest:

By: ______________________
Kory J. Billings
City Clerk

Approved as to Form:

By: ______________________
Frank Splendorio
City Attorney

Error! Unknown document property name.

EXHIBIT "A"

DESCRIPTION OF PROGRAM & BUDGET

EXHIBIT "B"

MID-YEAR / YEAR-END REPORTING FORM

CITY OF ATWATER

COMMUNITY PARTNERSHIP GRANT PROGRAM

MID-YEAR / YEAR-END REPORTING FORM

Use this form to report grant expenditures, project progress, accomplishments, and community significance. Compare actual expenditures and accomplishments with the approved budget and objectives in Exhibit A. Submit a complete financial accounting and retain records using standard bookkeeping procedures.

1. Report and Grantee Information

Report Type Mid-Year due January 31, ______	☐ Mid-Year Report ☐ Year-End Report Year-End due July 1, ______
Grantee / Organization Name	
Program or Project Name	
Grant Award Amount	$
Reporting Period	From: ________________ To: ________________

Primary Contact Name and Title

____

Email Address and Telephone Number

____

2. Financial Accounting

Report only grant funds awarded by the City. Amounts should reconcile with the detailed expenditure listing and supporting records.

Financial Summary	Current Report	Grant-to-Date
Grant funds received	$	$
Grant expenditures	$	$
Unspent grant balance	$	$
Other project revenue*	$	$
Total project expenditures*	$	$
Difference from approved budget	$	$

**Include other revenue and total project expenditures when the approved project budget includes matching funds, donations, program revenue, or other funding sources.*

Detailed Expenditure Listing

Date	Payee / Vendor	Description	Exhibit A Budget Category	Amount	Receipt / Ref.
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

☐ Additional expenditure detail is attached. ☐ Receipts, invoices, or other supporting records are attached.

3. Budget-to-Actual Comparison

List each budget category from Exhibit A. Explain any material variance or use of funds that differs from the approved budget.

Exhibit A Budget Category	Approved Budget	Actual This Period	Grant-to-Date	Variance Explanation
	$	$	$	
	$	$	$	
	$	$	$	
	$	$	$	
	$	$	$	
	$	$	$	

4. Objectives and Accomplishments

Compare actual progress and accomplishments with each objective identified in Exhibit A.

Exhibit A Objective	Planned Measure / Target	Actual Accomplishment	Status / Explanation

5. Narrative Report

A. Briefly describe the activities completed during this reporting period.

B. Describe the project's significance and benefit to the Atwater community.

C. Identify the number and type of people served, participants reached, or other measurable results.

D. Describe any challenges, delays, or changes and how they were addressed.

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E. For a mid-year report, describe the work remaining. For a year-end report, summarize the overall outcome and whether the project objectives were achieved.

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6. Supporting Documentation

Check all items included with this report:

☐ Receipts, invoices, canceled checks, or other proof of payment

☐ General ledger, transaction report, or equivalent bookkeeping record

☐ Attendance records, participant counts, or other performance data

☐ Photographs, flyers, outreach materials, or other project documentation

☐ Other: ____

7. Certification

I certify that the information provided in this report is true and complete to the best of my knowledge; the expenditures reported were incurred for the approved Program(s) and are consistent with the grant agreement and Exhibit A; and supporting financial records are maintained through standard bookkeeping procedures and will be made available to the City upon request.	
Authorized Representative Name and Title	**Date**
Signature	**Telephone Number**
Email Address	**City Review (City Use Only)**

Scope of Work / Work Plan

Fiscal Year 2026/2027 Community Partnership Grant Program

Organization Name

Program / Project Title

City of Atwater Grant Amount Requested

Your work plan should explain: (A) the program/project goal; (B) how the goal will be achieved, including the time frame; and (C) how results will be measured.

Goal / Objective	Major Tasks (How the goal will be achieved)	Timeline	Evaluation Methodology

Program / Project Outputs

List measurable units of service or work to be completed (for example, participants served, meals provided, or workshops held).

Program / Project Outcomes

Describe the expected benefit or change for Atwater residents or other intended beneficiaries.

Scope of Work Definitions and Guidelines

Fiscal Year 2026/2027 Community Partnership Grant Program - Continued

Results: A meaningful, measurable result demonstrates the difference the proposed project makes, or is intended to make, for Atwater residents or other intended beneficiaries.

OUTPUTS

Outputs show the amount of work performed or services delivered.

- 500 clients participate in health screenings and receive referrals when indicated.
- 200 meals are served to seniors.
- 75 people enroll in a program designed to reduce tobacco use.

OUTCOMES

Outcomes show the quality of performance and answer: Who is better off because this project occurred?

- At least 50% of health-screening participants experience an improvement in overall health.
- 75% of seniors receiving meals do not experience food scarcity during the program.
- At least 25% of enrolled participants stop using tobacco.

Atwater focus: Use specific, realistic measures and explain how the requested funds will directly benefit the Atwater community. When possible, identify the number or percentage of Atwater residents expected to participate or benefit.

Program / Project Budget Narrative

Fiscal Year 2026/2027 Community Partnership Grant Program

Organization Name

Program / Project Title

City of Atwater Grant Amount Requested

Complete the narrative below. Describe each budget line item; explain any change from prior funding requests; and state whether City funds will be used as a required match. If matching funds are required, identify the funding source and match amount. If one application covers multiple programs/projects, submit a separate budget for each.

Required Match?	Matching Funding Source	Required Match Amount

Budget Narrative

Program Budget Request Form

Fiscal Year 2026/2027 Community Partnership Grant Program - Continued

Organization Name

Program / Project Title

Project Expense	City of Atwater Grant Funding Requested	Other Funding Sources (amount and agency)
Personnel Expenses (Gross Salary)		
Subtotal - Personnel Expenses		
Operating Expenses (supplies, brochures, flyers, etc.)		
Subtotal - Operating Expenses		
TOTAL GRANT PROJECT EXPENSES		

For each item, identify the specific expense, the amount requested from the City of Atwater, and all other funding sources supporting that expense.

Organizational Budget

Fiscal Year 2026/2027 Community Partnership Grant Program

Organization Name

Program / Project Title

Organization Fiscal Year

Budget Prepared By

REVENUE	
Government Grants	
Program Income	
Fundraising Contributions	
In-Kind Non-Cash Contributions	
Restricted Income	
Special Fundraising Events	
TOTAL INCOME	

EXPENSES	
Program Expenses	
Employee Compensation	
Operating Expenses	
Occupancy Expenses	
Telephone / Internet	
Technical Support	
Insurance	
Utilities	
Fundraising Expense	
Trainings & Meetings	
Travel	
TOTAL EXPENSE	

NET ORDINARY INCOME