

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

- *Livestream online at www.atwater.org (Please be advised that there is a broadcasting delay. If you would like to participate in public comment, please use the option below).*
- *Submit a written public comment prior to the meeting: Public comments submitted to cityclerk@atwater.org by 4:00 p.m. on the day of the meeting will be distributed to the City Council, and made part of the official minutes but will not be read out loud during the meeting.*

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the City in advance of the meeting, and as soon as possible, at (209) 357-6241.

CITY OF ATWATER City Council

AGENDA

Council Chambers
750 Bellevue Road
Atwater, California

October 27, 2025

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

6:00 PM

INVOCATION:

PLEDGE OF ALLEGIANCE TO THE FLAG:

ROLL CALL: (City Council)

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

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

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

PRESENTATIONS:

- **Monthly report by Merced County District 3 Supervisor McDaniel**

CONSENT CALENDAR:

NOTICE TO THE PUBLIC

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

WARRANTS

1. **October 27, 2025**

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

MINUTES: (City Council)

2. a.) **September 22, 2025 — Regular meeting**
b.) **September 30, 2025 — Special meeting**

Staff's Recommendation: Approval of minutes as listed.

RESOLUTIONS:

3. **Approving Bargaining Unit Modification to Combine City's Clerical and Miscellaneous Bargaining Units, and Approving Consolidated Memorandum of Understanding (MOU) for Newly Combined Unit (Human Resources Director Sousa)**

Staff's Recommendation: Adoption of Resolution No. 3575-25 approving Bargaining Unit Modification to Combine City's Clerical and Miscellaneous Bargaining Units, and Approving Consolidated Memorandum of Understanding (MOU) for Newly Combined Unit.

AGREEMENTS:

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

Staff's Recommendation: Adoption of Resolution No. 3576-25 approving Amendment No.1 with CCME, Inc., in a form approved by

the City Attorney, by increasing the not-to-exceed amount by an additional \$100,000 for Race Communication Fiber Installation Project; and authorizing the City Manager to execute Amendment No.1 on behalf of the City.

5. **Approving an Encroachment Agreement between the City of Atwater and Mohan S. Sodhi and Juginder K. Sodhi for Use and Improvement of the City Alley and Drain Ditch Area Adjacent to APN 001-011-004** (City Manager Hoem)

Staff's Recommendation: Adoption of Resolution No. 3577-25 approving an Encroachment Agreement between the City of Atwater and Mohan S. Sodhi and Juginder K. Sodhi, in a form approved by the City Attorney, for the use and improvement of the City alley and drain ditch area adjacent to APN 001-011-004; and authorizes and directs the City Manager to execute the agreement on behalf of the City.

6. **Approving a Purchase Agreement (Purchase Order) with Axon Enterprise, Inc. for Two (2) Fleet 3 cameras for New Patrol Cars** (Police Chief McEachin)

Staff's Recommendation: Approves a Purchase Agreement (Purchase Order) with Axon Enterprise, Inc. of Scottsdale, Arizona for two (2) Axon Fleet 3 cameras to be installed into new patrol vehicles, in the total amount of \$60,479.43; and authorizes and directs the City Manager to execute the Agreement (Purchase Order) on behalf of the City.

END OF CONSENT CALENDAR

PUBLIC HEARINGS:

7. **Waive the First Reading by Title only, and Introduce an Ordinance Amending Chapter 2.44.050 Emergency Organization** (CAL Fire Battalion Chief Randol)

Staff's Recommendation: Open the public hearing and receive any testimony from the public; and

Close the public hearing; and

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1074 Amending Chapter 2.44.050 of the Atwater Municipal Code to Maintain Consistency regarding Emergency Organization.

Motion to approve staff's recommendation as presented.

8. **Waive the First Reading by Title only, and Introducing an Ordinance Repealing and Re-enacting Title 15, "Buildings and Construction" of the Atwater Municipal Code, and setting a Public Hearing Date** (City Manager Hoem)

Staff's Recommendation: Open the public hearing and receive any testimony from the public; and

Close the public hearing; and

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1075 Repealing and Re-enacting Title 15 "Buildings and Construction" of the Atwater Municipal Code, and setting a public hearing date for adoption of Ordinance No CS 1075 on November 10, 2025; or

Motion to approve staff's recommendation as presented.

9. Waive the First Reading by Title only and Introduce an Ordinance amending Chapter 17.16 "Low Density Residential Districts" of the Atwater Municipal Code to adjust the Minimum Lot Depth (City Manager Hoem)

Staff's Recommendation: Open the public hearing and receive any testimony from the public; and

Close the public hearing; and

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1076 amending Chapter 17.16 "Low Density Residential Districts" of the Atwater Municipal Code to adjust the Minimum Lot Depth in Section 17.16.050 of this chapter and add definitions for knuckle lots and cul-de-sac lots in Chapter 17.06); or

Motion to approve staff's recommendation as presented.

COMMENTS FROM THE PUBLIC:

NOTICE TO THE PUBLIC

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

CITY COUNCIL REPORTS/UPDATES:

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

CITY MANAGER REPORTS/UPDATES:

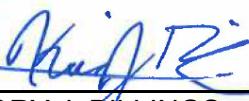
10. Update from the City Manager

CLOSED SESSION:

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

MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION:ADJOURNMENT:CERTIFICATION:

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



KORY J. BILLINGS
CITY CLERK

SB 343 NOTICE

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

OCTOBER



SUN MON TUE WED THU FRI SAT

				1	2	3	4
							
5	6	7	8	9	10	11	
		Atwater National Night Out - Ralston Park 4:00-6:00 PM			Pumpkin Decorating Contest - Atwater Community Center - 6:00-8:00 PM		
12	13	14	15	16	17	18	2025 Atwater Fall Clean Up Event 2877 Atwater Blvd, Atwater CA 7:00 AM - 12:00 PM
19	20	21	22	23	24	25	
				Scan QR Code for info regarding mobile office hours 			
26	27	28	29	30	31		
	Audit & Finance Meeting - 5:00 PM						
	City Council Meeting - 6:00 PM						

NOVEMBER



SUN

MON

TUE

WED

THU

FRI

SAT

2		3	4		5		6		7		8												
Daylight Saving Time Ends																							
9		10	11	VETERANS DAY HONORING ALL WHO SERVED		12		13		14		15											
	City Council Meeting - 6:00 PM			City Holiday Trash pick up delayed - 1 day																			
16	17	18			19	Planning Commission Meeting - 6:00 PM		20		21		22											
23	24	25			26	happy thanksgiving City Holiday Trash pick up delayed - 1 day		27		28		29		City Holiday									
30																							

Warrant Summary October 23, 2025
Prepared By: Joseph Murillo, Accounting Technician
Accounts Payable Warrant

	Amount
10/23/2025 Warrant	\$ 3,031,384.35
Prewrittens (Checks Processed Between Warrants)	\$ 325.00
Total Accounts Payable Warrants:	\$ 3,031,709.35

Additional Warrants

Date	Description	Amount
10/21/2025	Aflac	\$ 193.50
10/21/2025	AFSCME District Council 57	\$ 1,088.22
10/21/2025	Atwater Police Officers Association	\$ 2,716.00
10/21/2025	CALPERS Employee 457 Plan	\$ 1,102.00
10/21/2025	EPARS Employee 457 Plan (PNC Bank)	\$ 1,888.00
10/21/2025	PERS Retirement 9/25/25 - 10/8/25	\$ 61,815.49
10/21/2025	State Disbursement - Child Support 10/16/25 Payroll	\$ 238.26
10/21/2025	UNUM Voluntary Life Insurance October 2025	\$ 261.28
Total Additional Warrants:		\$ 69,302.75

Payroll

Date	Description	Amount
10/16/2025	Net Payroll	\$ 246,990.87
10/21/2025	Federal Taxes	\$ 80,285.71
10/21/2025	State Taxes	\$ 10,929.93
Total Payroll:		\$ 338,206.51

Grand Total: \$ 3,439,218.61


Anna Nicholas, Finance Director


Mark Borba, City Treasurer

Accounts Payable
Checks for Approval

User: jmurillo
Printed: 10/23/2025 - 11:54 AM

Prewritten



City of
Atwater
Community Pride City Wide

760 Bellevue Road, Atwater CA 95301

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29170	10/21/2025	0001 General Fund	Garnishments	FRANCHISE TAX BOARD		75.00
				Check Total:		75.00
29171	10/21/2025	0001 General Fund	Garnishments	MERCED COUNTY SHERIFF'S OFFICE		250.00
				Check Total:		250.00
				Report Total:		325.00

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 10/23/2025 - 12:03 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	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		786.58
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		74.26
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		91.20
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		4,318.82
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		864.71
0	10/21/2025	0001 General Fund	Police Union Dues	ATWATER POLICE OFFICERS ASSN.		2,716.00
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		-0.01
0	10/21/2025	0001 General Fund	Garnishments	STATE DISBURSEMENT UNIT		238.26
0	10/21/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		489.16
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		1,337.85
0	10/21/2025	0001 General Fund	Deferred Compensation	PNC BANK		430.00
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		1,145.04
0	10/21/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		8,173.95
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		8,541.40
0	10/21/2025	0001 General Fund	Deferred Compensation	PNC BANK		100.00
0	10/21/2025	0001 General Fund	Life Insurance Payable	FIRST UNUM LIFE INSURANCE COMPANY		130.64
0	10/21/2025	0001 General Fund	Life Insurance Payable	FIRST UNUM LIFE INSURANCE COMPANY		130.64
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		389.96
0	10/21/2025	0001 General Fund	Deferred Compensation	CALPERS		75.00
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		18,466.78
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		18,466.78
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		312.88
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		312.88
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		1,337.85
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		3,021.52
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		8,772.85
0	10/21/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		1,687.19
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		864.71
0	10/21/2025	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		23.16
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		76.27
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		202.23
0	10/21/2025	0001 General Fund	Aflac Premiums	AFLAC PLANS		96.75
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		99.01

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	10/21/2025	0001 General Fund	Deferred Compensation	CALPERS		1,027.00
0	10/21/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		2,385.23
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		18,113.51
0	10/21/2025	0001 General Fund	Deferred Compensation Pers	PNC BANK		1,358.00
0	10/21/2025	0001 General Fund	Benefits	PERS-RETIREMENT		6,957.64
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		91.20
0	10/21/2025	0001 General Fund	State Income Tax Withheld	PAYROLL TAXES-STATE		1,068.79
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		389.96
0	10/21/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		869.27
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		145.28
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		4,318.82
0	10/21/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		21,975.67
0	10/21/2025	0001 General Fund	Fica/Medicare - Employee	PAYROLL TAXES-FEDERAL		202.23
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		23.16
0	10/21/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		23.53
0	10/21/2025	0001 General Fund	Pers Benefits	PERS-RETIREMENT		141.44
0	10/21/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		10,100.94
0	10/21/2025	0001 General Fund	Federal Income Tax Withheld	PAYROLL TAXES-FEDERAL		3,688.08
0	10/21/2025	0001 General Fund	Pers Deduction	PERS-RETIREMENT		2,580.34
0	10/21/2025	0001 General Fund	Fica/Medicare-Employer	PAYROLL TAXES-FEDERAL		99.01
0	10/21/2025	0001 General Fund	Miscellaneous Union Due	AFSCME DISTRICT COUNCIL 57		1,088.22

Check Total: 160,518.39

Report Total: 160,518.39

Accounts Payable

Checks for Approval

User: jmurillo
 Printed: 10/23/2025 - 11:56 AM



Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
0	10/23/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		97,916.67
0	10/23/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		178,007.29
0	10/23/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		61,666.67
0	10/23/2025	6010 Sewer Enterprise Fund	Cash with Fiscal Agent	THE BANK OF NEW YORK MELLON		33,147.40
0	10/23/2025	0001 General Fund	Office Supplies	QUADIENT FINANCE USA INC		1,000.00
0	10/23/2025	6010 Sewer Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,442.10
0	10/23/2025	6000 Water Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,442.10
0	10/23/2025	6020 Sanitation Enterprise Fund	Electronic Pmt Processing Exp	BLUEFIN PAYMENT SYSTEMS		2,442.11
0	10/23/2025	0001 General Fund	Electronic Pmt Processing Exp	GLOBAL PAYMENTS INTEGRATED		1,829.90
					Check Total:	380,894.24
29172	10/23/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		228.65
29172	10/23/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		228.64
29172	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		228.65
29172	10/23/2025	6020 Sanitation Enterprise Fund	Professional Services	ABS DIRECT INC		52.00
29172	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	ABS DIRECT INC		52.01
29172	10/23/2025	6000 Water Enterprise Fund	Professional Services	ABS DIRECT INC		52.01
					Check Total:	841.96
29173	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	DEBORAH ADAMS		116.42
					Check Total:	116.42
29174	10/23/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	AGEE CONSTRUCTION CORPORATION		189,137.32
29174	10/23/2025	1014 CRP Carbon Reduction Prog Fund	Project Retention	AGEE CONSTRUCTION CORPORATION		-9,456.87
29174	10/23/2025	0003 General Fund Capital	Project Retention	AGEE CONSTRUCTION CORPORATION		-23,446.36
29174	10/23/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	AGEE CONSTRUCTION CORPORATION		60,754.48
29174	10/23/2025	0008 Measure V 20% Alternative Modes	Project Retention	AGEE CONSTRUCTION CORPORATION		-2,178.43
29174	10/23/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	AGEE CONSTRUCTION CORPORATION		43,568.79
29174	10/23/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	AGEE CONSTRUCTION CORPORATION		468,927.14
29174	10/23/2025	0008 Measure V 20% Alternative Modes	Project Retention	AGEE CONSTRUCTION CORPORATION		-1,225.24
29174	10/23/2025	0008 Measure V 20% Alternative Modes	Project Retention	AGEE CONSTRUCTION CORPORATION		-3,037.72
29174	10/23/2025	0008 Measure V 20% Alternative Modes	Phase 2 Ped Imp Proj Downtown	AGEE CONSTRUCTION CORPORATION		24,504.75

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	747,547.86
29175	10/23/2025	0001 General Fund	Special Departmental Expense	AIRGAS USA, LLC		130.85
					Check Total:	130.85
29176	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	NOHEMI ALVARADO		160.41
					Check Total:	160.41
29177	10/23/2025	3064 RDVLPMT Obligation Retiremen	Professional Services	AM PECHE & ASSOCIATES LLC		3,172.35
					Check Total:	3,172.35
29178	10/23/2025	0001 General Fund	Travel/Conferences/Meetings	DANNY AMBRIZ		486.40
					Check Total:	486.40
29179	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	ARBITRAGE HOMES LLC		95.68
					Check Total:	95.68
29180	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	ASBURY ENVIRONMENTAL SERVICES		153.00
					Check Total:	153.00
29181	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	ASSOCIATES LOCK & SAFE SERVICE		44.38
					Check Total:	44.38
29182	10/23/2025	0001 General Fund	Communications	AT&T		219.35
					Check Total:	219.35
29183	10/23/2025	0001 General Fund	Communications	AT&T CALNET		285.94
					Check Total:	285.94
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		1,298.20
29184	10/23/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		264.00
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		256.41
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		44.00
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		314.69
29184	10/23/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.00
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		482.88
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		219.84
29184	10/23/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		130.04

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		85.14
29184	10/23/2025	6010 Sewer Enterprise Fund	Communications	AT&T MOBILITY		484.00
29184	10/23/2025	6000 Water Enterprise Fund	Communications	AT&T MOBILITY		571.24
29184	10/23/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		44.98
29184	10/23/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		129.53
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		88.00
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		388.39
29184	10/23/2025	0009 Abandoned Veh Abatement Fund	Communications	AT&T MOBILITY		94.85
29184	10/23/2025	7000 Internal Service Fund	Communications	AT&T MOBILITY		85.14
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		885.28
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		87.40
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		131.03
29184	10/23/2025	1011 Gas Tax/Street Improvement	Communications	AT&T MOBILITY		44.90
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		174.94
29184	10/23/2025	0001 General Fund	Communications	AT&T MOBILITY		44.00
29184	10/23/2025	7030 Information Technology Fund	Communications	AT&T MOBILITY		44.90
					Check Total:	6,437.78
29185	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	ALEC BARAJAS		72.28
					Check Total:	72.28
29186	10/23/2025	7000 Internal Service Fund	Special Departmental Expense	BARTON OVERHEAD DOOR		4.46
29186	10/23/2025	7000 Internal Service Fund	Professional Services	BARTON OVERHEAD DOOR		280.00
					Check Total:	284.46
29187	10/23/2025	0001 General Fund	Men's Volleyball	LUIS BEALE		425.00
					Check Total:	425.00
29188	10/23/2025	7020 Risk Management Fund	Professional Services	BEST BEST & KRIEGER		7,575.80
29188	10/23/2025	6000 Water Enterprise Fund	Professional Services	BEST BEST & KRIEGER		4,142.30
29188	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	BEST BEST & KRIEGER		425.00
29188	10/23/2025	0001 General Fund	Professional Services	BEST BEST & KRIEGER		31,706.90
					Check Total:	43,850.00
29189	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	NENA BIZJAK		191.72
29189	10/23/2025	6010 Sewer Enterprise Fund	Accounts Payable	NENA BIZJAK		9.16
29189	10/23/2025	6020 Sanitation Enterprise Fund	Accounts Payable	NENA BIZJAK		6.49
					Check Total:	207.37
29190	10/23/2025	0001 General Fund	Plan Check Fees-Building	BK INDUSTRIES INC.		-812.50
29190	10/23/2025	0001 General Fund	Plan Check Deposits	BK INDUSTRIES INC.		7,798.75

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29190	10/23/2025	0001 General Fund	Plan Check Fees-Building	BK INDUSTRIES INC.		-4,441.11
29190	10/23/2025	0001 General Fund	Plan Check Deposits	BK INDUSTRIES INC.		20,043.15
				Check Total:		22,588.29
29191	10/23/2025	6000 Water Enterprise Fund	Professional Services	BLACK WATER CONSULTING ENGINEERING,		2,254.00
				Check Total:		2,254.00
29192	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	JIM BRISCO ENTERPRISES		824.60
				Check Total:		824.60
29193	10/23/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		390.06
29193	10/23/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
29193	10/23/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
29193	10/23/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		122.24
29193	10/23/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
29193	10/23/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		83.40
29193	10/23/2025	6000 Water Enterprise Fund	Professional Services	BSK ASSOCIATES		222.40
29193	10/23/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
29193	10/23/2025	6007 1,2,3-TCP Fund	Professional Services	BSK ASSOCIATES		999.40
				Check Total:		3,206.10
29194	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	BURTONS FIRE INC		224.46
				Check Total:		224.46
29195	10/23/2025	0001 General Fund	Professional Services	CAL FARM SERVICES		80.00
29195	10/23/2025	0001 General Fund	Special Departmental Expense	CAL FARM SERVICES		104.10
				Check Total:		184.10
29196	10/23/2025	0001 General Fund	Special Departmental Expense	CALIFORNIA LANDSCAPE SUPPLY, INC.		997.78
				Check Total:		997.78
29197	10/23/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		380.88
29197	10/23/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		6,123.88
29197	10/23/2025	0001 General Fund	Race Communication Fiber Proj	CCME INC		32,775.07
29197	10/23/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	CCME INC		3,500.65
				Check Total:		42,780.48
29198	10/23/2025	0001 General Fund	Uniform & Clothing Expense	CINTAS CORP		43.04
29198	10/23/2025	6000 Water Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		86.69
29198	10/23/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29198	10/23/2025	7000 Internal Service Fund	Uniform & Clothing Expense	CINTAS CORP		30.00
29198	10/23/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	CINTAS CORP		83.99
29198	10/23/2025	7000 Internal Service Fund	Special Departmental Expense	CINTAS CORP		30.00
29198	10/23/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	CINTAS CORP		44.66
					Check Total:	348.38
29199	10/23/2025	7000 Internal Service Fund	Communications	COMCAST		1,680.49
					Check Total:	1,680.49
29200	10/23/2025	7000 Internal Service Fund	Utilities	COMCAST		266.34
					Check Total:	266.34
29201	10/23/2025	0001 General Fund	Machinery & Equipment	COOK'S COMMUNICATIONS		393.44
					Check Total:	393.44
29202	10/23/2025	0001 General Fund	Plan Check Fees-Building	PATRICK CORRIGAN		-7,625.00
29202	10/23/2025	0001 General Fund	Plan Check Deposits	PATRICK CORRIGAN		13,638.75
					Check Total:	6,013.75
29203	10/23/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		572.00
29203	10/23/2025	0001 General Fund	Special Departmental Expense	CPS HR CONSULTING		-70.00
					Check Total:	502.00
29204	10/23/2025	0001 General Fund	Training	DEFENSE TECHNOLOGY, LLC		2,100.00
					Check Total:	2,100.00
29205	10/23/2025	7020 Risk Management Fund	Professional Services	DELFINO MADDEN O'MALLEY COYLE & KOE		1,116.50
29205	10/23/2025	7020 Risk Management Fund	Professional Services	DELFINO MADDEN O'MALLEY COYLE & KOE		4,569.50
					Check Total:	5,686.00
29206	10/23/2025	0001 General Fund	Professional Services	DEPT. OF JUSTICE		145.00
					Check Total:	145.00
29207	10/23/2025	7000 Internal Service Fund	Professional Services	ELITE IRON FENCING		450.00
					Check Total:	450.00
29208	10/23/2025	6000 Water Enterprise Fund	Special Departmental Expense	FERGUSON WATERWORKS		2,755.50

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	2,755.50
29209	10/23/2025	6010 Sewer Enterprise Fund	Uniform & Clothing Expense	GCP WW HOLDCO LLC		162.36
					Check Total:	162.36
29210	10/23/2025	0001 General Fund	Special Departmental Expense	GECKO PEST & LANSCAPE MGMT		150.00
					Check Total:	150.00
29211	10/23/2025	0007 Measure V Fund	Fruitland Ave Rd Improvements	GEORGE REED INC		315,099.05
29211	10/23/2025	1013 Local Transportation Fund	Fruitland Ave Rd Improvements	GEORGE REED INC		103,866.23
29211	10/23/2025	1018 SB1-Road Maint & Rehab RMRA	Project Retention	GEORGE REED INC		122,178.86
29211	10/23/2025	1017 RSTP-Regional Surf Transp Prog	Fruitland Ave Rd Improvements	GEORGE REED INC		624,623.73
29211	10/23/2025	1010 ARPA-American Rescue Plan Act	Project Retention	GEORGE REED INC		45,040.05
29211	10/23/2025	0007 Measure V Fund	Project Retention	GEORGE REED INC		98,576.20
29211	10/23/2025	1017 RSTP-Regional Surf Transp Prog	Project Retention	GEORGE REED INC		82,100.62
					Check Total:	1,391,484.74
29212	10/23/2025	0001 General Fund	Training	DAVE GOODWIN		235.18
					Check Total:	235.18
29213	10/23/2025	0001 General Fund	Castle Park Deposits	RENATO HERNANDEZ		200.00
					Check Total:	200.00
29214	10/23/2025	7000 Internal Service Fund	Special Departmental Expense	HOFFMAN SECURITY		2,995.00
29214	10/23/2025	7000 Internal Service Fund	Special Departmental Expense	HOFFMAN SECURITY		9,795.00
29214	10/23/2025	7000 Internal Service Fund	Utilities	HOFFMAN SECURITY		9.67
					Check Total:	12,799.67
29215	10/23/2025	0001 General Fund	Special Departmental Expense	HORIZON		286.47
29215	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	HORIZON		25.66
					Check Total:	312.13
29216	10/23/2025	1018 SB1-Road Maint & Rehab RMRA	Traffic Signals Maint & Repair	JAM SERVICES INC		813.45
					Check Total:	813.45
29217	10/23/2025	7000 Internal Service Fund	Professional Services	JANI TEK CLEANING SOLUTIONS		14,281.65
					Check Total:	14,281.65

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29218	10/23/2025	0003 General Fund Capital	City Wide Traffic Signal Synch	JLB TRAFFIC ENGINEERING, INC		91.75
29218	10/23/2025	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		800.04
29218	10/23/2025	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		1,505.89
29218	10/23/2025	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		1,399.40
29218	10/23/2025	1011 Gas Tax/Street Improvement	Professional Services	JLB TRAFFIC ENGINEERING, INC		237.41
				Check Total:		4,034.49
29219	10/23/2025	5016 Redwood Estates LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.49
29219	10/23/2025	5046 Applegate Ranch Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		430.75
29219	10/23/2025	5029 Camellia Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		289.06
29219	10/23/2025	5012 Sandlewood Square LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		376.67
29219	10/23/2025	5031 Stone Creek LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		827.69
29219	10/23/2025	5044 Aspenwood Lndscp	Professional Services	JOE'S LANDSCAPING & CONCRETE		395.05
29219	10/23/2025	5014 Pajaro Dunes LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		231.19
29219	10/23/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,679.74
29219	10/23/2025	5018 Cottage Gardens ST & LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		154.94
29219	10/23/2025	5022 Silva Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		511.87
29219	10/23/2025	5040 Mello Ranch 2 LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		592.99
29219	10/23/2025	5035 Bell Crossing LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		232.81
29219	10/23/2025	5027 Juniper Meadows LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		138.72
29219	10/23/2025	5042 Meadow View LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		356.12
29219	10/23/2025	5037 Atwater South LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,084.18
29219	10/23/2025	5024 Mello Ranch LNDSCP	Professional Services	JOE'S LANDSCAPING & CONCRETE		382.08
29219	10/23/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		1,354.16
29219	10/23/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		236.95
29219	10/23/2025	5010 Price Annexation LMA	Professional Services	JOE'S LANDSCAPING & CONCRETE		863.39
				Check Total:		10,370.85
29220	10/23/2025	7000 Internal Service Fund	Special Departmental Expense	JOHNSTONE SUPPLY		149.30
				Check Total:		149.30
29221	10/23/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	KELLOGG SUPPLY		97.38
29221	10/23/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		27.05
29221	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		32.46
29221	10/23/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	KELLOGG SUPPLY		136.06
29221	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	KELLOGG SUPPLY		68.19
				Check Total:		361.14
29222	10/23/2025	0004 Public Safety Trans & Use Tax	Professional Services	LEXISNEXIS RISK DATA MANAGEMENT		960.00
				Check Total:		960.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29223	10/23/2025	0001 General Fund	Planning Deposits	LOS PANCHOS MEXICAN SEAFOOD INC		141.21
					Check Total:	141.21
29224	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	VUE MAINHIA		37.17
					Check Total:	37.17
29225	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	MANUEL MARISCAL		15.99
					Check Total:	15.99
29226	10/23/2025	0001 General Fund	Special Departmental Expense	MATTRESS FIRM INC		2,590.67
					Check Total:	2,590.67
29227	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		312.97
29227	10/23/2025	7000 Internal Service Fund	Professional Services	MCAULEY MOTORS		585.00
29227	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	MCAULEY MOTORS		168.87
					Check Total:	1,066.84
29228	10/23/2025	0001 General Fund	Youth Flag Football	MCNAMARA SPORTS		1,201.56
					Check Total:	1,201.56
29229	10/23/2025	0001 General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		175.00
29229	10/23/2025	0001 General Fund	Coed Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		175.00
29229	10/23/2025	0001 General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
29229	10/23/2025	0001 General Fund	Men's Fall Softball	MERCED AREA SPORTS OFFICIALS, INC		280.00
					Check Total:	910.00
29230	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	MERCED CHEVROLET		759.45
29230	10/23/2025	7000 Internal Service Fund	Professional Services	MERCED CHEVROLET		2,115.00
					Check Total:	2,874.45
29231	10/23/2025	0001 General Fund	Travel/Conferences/Meetings	MERCED COUNTY		40.00
29231	10/23/2025	0001 General Fund	Travel/Conferences/Meetings	MERCED COUNTY		40.00
29231	10/23/2025	0001 General Fund	Travel/Conferences/Meetings	MERCED COUNTY		40.00
29231	10/23/2025	0001 General Fund	Travel/Conferences/Meetings	MERCED COUNTY		40.00
					Check Total:	160.00
29232	10/23/2025	0001 General Fund	Professional Services	MERCED COUNTY ANIMAL CONTROL		2,090.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	2,090.00
29233	10/23/2025	0001 General Fund	Professional Services	MERCED COUNTY FIRE DEPARTMENT		16,738.00
					Check Total:	16,738.00
29234	10/23/2025	0001 General Fund	Professional Services	MERCED COUNTY SHERIFF'S DEPARTMENT		3,698.96
					Check Total:	3,698.96
29235	10/23/2025	0001 General Fund	Miscellaneous	MERCED COUNTY TAX COLLECTOR		141.42
29235	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	MERCED COUNTY TAX COLLECTOR		137.60
					Check Total:	279.02
29236	10/23/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29236	10/23/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
29236	10/23/2025	7000 Internal Service Fund	Professional Services	MERCED SMOG CENTER		41.75
					Check Total:	125.25
29237	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	MERCED TRUCK & TRAILER INC.		28.13
					Check Total:	28.13
29238	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	MISTER CAR WASH		1,440.00
					Check Total:	1,440.00
29239	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		24.41
29239	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		467.78
29239	10/23/2025	7000 Internal Service Fund	Small Tools	O'REILLY AUTO PARTS		19.56
29239	10/23/2025	6000 Water Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		14.12
29239	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		31.30
29239	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		388.15
29239	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		241.08
29239	10/23/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		187.70
29239	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		9.23
29239	10/23/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	O'REILLY AUTO PARTS		245.95
29239	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		20.96
29239	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		11.53
29239	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		58.38
29239	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		6.53
29239	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	O'REILLY AUTO PARTS		6.19
29239	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		80.49
29239	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	O'REILLY AUTO PARTS		182.84

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	1,996.20
29240	10/23/2025	0001 General Fund	Special Departmental Expense	PACIFIC STORAGE COMPANY		292.10
					Check Total:	292.10
29241	10/23/2025	0001 General Fund	Training	SAM PARKS		16.71
					Check Total:	16.71
29242	10/23/2025	1017 RSTP-Regional Surf Transp Prog	Ace Train Platform	PRECISION CIVIL ENGINEERING, INC.		3,435.00
					Check Total:	3,435.00
29243	10/23/2025	0001 General Fund	Special Departmental Expense	PRESTON'S LOCK & KEY		16.38
					Check Total:	16.38
29244	10/23/2025	6010 Sewer Enterprise Fund	Utilities	PROJECT COMPANY FINCO PHASE VI LLC		16,699.12
					Check Total:	16,699.12
29245	10/23/2025	6010 Sewer Enterprise Fund	Canal Creek Utility Crossing	PROVOST & PRITCHARD CONSULTING GROU		1,796.60
29245	10/23/2025	6001 Water Fund Capital Replacement	Canal Creek Utility Crossing	PROVOST & PRITCHARD CONSULTING GROU		1,796.61
					Check Total:	3,593.21
29246	10/23/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	PUMP PROS INC		933.33
29246	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		1,530.00
29246	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	PUMP PROS INC		3,665.00
					Check Total:	6,128.33
29247	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	RAFTELIS FINANCIAL		2,458.75
					Check Total:	2,458.75
29248	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	GERMAEN RAMIREZ		6.09
					Check Total:	6.09
29249	10/23/2025	0001 General Fund	Professional Services	ROBERT HALF		549.78
29249	10/23/2025	0001 General Fund	Professional Services	ROBERT HALF		1,344.00
					Check Total:	1,893.78
29250	10/23/2025	3064 RDVLPMNT Obligation Retiremen	Professional Services	RSG INC		812.50
29250	10/23/2025	3064 RDVLPMNT Obligation Retiremen	Professional Services	RSG INC		2,396.25

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	3,208.75
29251	10/23/2025	1011 Gas Tax/Street Improvement	Uniform & Clothing Expense	SAFE-T-LITE		161.99
29251	10/23/2025	6000 Water Enterprise Fund	Special Departmental Expense	SAFE-T-LITE		703.07
					Check Total:	865.06
29252	10/23/2025	6010 Sewer Enterprise Fund	Accounts Payable	LUIS SALAZAR		32.07
29252	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	LUIS SALAZAR		188.81
29252	10/23/2025	6020 Sanitation Enterprise Fund	Accounts Payable	LUIS SALAZAR		22.70
					Check Total:	243.58
29253	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	SAN JOAQUIN VALLEY AIR POLLUTION CON.		155.00
					Check Total:	155.00
29254	10/23/2025	0001 General Fund	Community Center Deposits	BALDISH SANDHU		350.00
29254	10/23/2025	0001 General Fund	Community Center Deposits	BALDISH SANDHU		210.00
					Check Total:	560.00
29255	10/23/2025	1080 PLHA-Perm Local Housing Alloc	Professional Services	SELF-HELP ENTERPRISES		9,438.09
29255	10/23/2025	1078 HOME Grant Fund	General Administration	SELF-HELP ENTERPRISES		674.23
					Check Total:	10,112.32
29256	10/23/2025	6010 Sewer Enterprise Fund	Utilities	SIEMENS FINANCIAL SERVICES, INC.		14,124.19
					Check Total:	14,124.19
29257	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	PETER SOLIS		180.00
					Check Total:	180.00
29258	10/23/2025	6010 Sewer Enterprise Fund	Improvements Other Than Bldg	SPECIALTY ROOFING		19,830.00
					Check Total:	19,830.00
29259	10/23/2025	7030 Information Technology Fund	Professional Services	SPRINGBROOK HOLDING COMPANY LLC		91,468.44
					Check Total:	91,468.44
29260	10/23/2025	0001 General Fund	Special Departmental Expense	STRYKER SALES LLC		617.87
					Check Total:	617.87
29261	10/23/2025	0001 General Fund	Special Departmental Expense	SUN RIDGE SYSTEMS INC		7,550.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
					Check Total:	7,550.00
29262	10/23/2025	6000 Water Enterprise Fund	Special Departmental Expense	SUPERIOR POOL PRODUCTS LLC		1,578.51
					Check Total:	1,578.51
29263	10/23/2025	0001 General Fund	Professional Services	TAYLOR VETERINARY HOSPITAL		230.35
					Check Total:	230.35
29264	10/23/2025	6001 Water Fund Capital Replacement	Installation-New Water Meters	TBS CONTRACTORS		35,515.71
					Check Total:	35,515.71
29265	10/23/2025	6010 Sewer Enterprise Fund	Professional Services	THE BANK OF NEW YORK MELLON		2,300.00
					Check Total:	2,300.00
29266	10/23/2025	1018 SB1-Road Maint & Rehab RMRA	Pavement Markings	THE SIGN GUYS		594.78
29266	10/23/2025	0001 General Fund	Special Departmental Expense	THE SIGN GUYS		655.12
					Check Total:	1,249.90
29267	10/23/2025	7000 Internal Service Fund	Professional Services	TONYS PLUMBING SERVICE INC		625.00
					Check Total:	625.00
29268	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	ROBERTO & JUANA TORRES		97.19
					Check Total:	97.19
29269	10/23/2025	7000 Internal Service Fund	Professional Services	TRANE U.S. INC.		1,569.00
					Check Total:	1,569.00
29270	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	ULINE		1,835.30
					Check Total:	1,835.30
29271	10/23/2025	0001 General Fund	Rents & Leases	US BANK EQUIPMENT FINANCE		137.14
					Check Total:	137.14
29272	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	LUIS UVALLE MENDIOLA		120.60
					Check Total:	120.60
29273	10/23/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29273	10/23/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
29273	10/23/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
29273	10/23/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
29273	10/23/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
29273	10/23/2025	6000 Water Enterprise Fund	Professional Services	VALLEY UTILITIE CONSTRUCTION, INC.		1,000.00
						1,000.00
					Check Total:	6,000.00
29274	10/23/2025	7000 Internal Service Fund	Operations & Maintenance	VAN DE POL		13,697.31
					Check Total:	13,697.31
29275	10/23/2025	0001 General Fund	Women's Volleyball	MONICA VAN HOUTEN		425.00
					Check Total:	425.00
29276	10/23/2025	7000 Internal Service Fund	Utilities	VERIZON WIRELESS		80.06
29276	10/23/2025	6000 Water Enterprise Fund	Communications	VERIZON WIRELESS		78.95
29276	10/23/2025	0001 General Fund	Communications	VERIZON WIRELESS		38.37
29276	10/23/2025	6010 Sewer Enterprise Fund	Utilities	VERIZON WIRELESS		40.01
29276	10/23/2025	6010 Sewer Enterprise Fund	Communications	VERIZON WIRELESS		38.86
29276	10/23/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	VERIZON WIRELESS		38.01
29276	10/23/2025	7000 Internal Service Fund	Special Departmental Expense	VERIZON WIRELESS		40.01
					Check Total:	354.27
29277	10/23/2025	6000 Water Enterprise Fund	Accounts Payable	ANA VIAYRA		162.53
					Check Total:	162.53
29278	10/23/2025	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		94.18
29278	10/23/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		7,184.92
29278	10/23/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		3,175.35
29278	10/23/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		2,433.60
29278	10/23/2025	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		1,377.30
29278	10/23/2025	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		411.40
29278	10/23/2025	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		930.88
29278	10/23/2025	1014 CRP Carbon Reduction Prog Fund	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		10,630.51
29278	10/23/2025	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		315.30
29278	10/23/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		726.92
29278	10/23/2025	0008 Measure V 20% AlternativeModes	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		278.06
29278	10/23/2025	0003 General Fund Capital	Phase 2 Ped Imp Proj Downtown	VVH CONSULTING SERVICES		2,146.14
					Check Total:	29,704.56
29279	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		8.35
29279	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		15.07

Check Number	Check Date	Fund	Account Name	Vendor Name	Void	Amount
29279	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		19.92
29279	10/23/2025	0001 General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		62.85
29279	10/23/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		49.05
29279	10/23/2025	6000 Water Enterprise Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		9.32
29279	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		23.14
29279	10/23/2025	0001 General Fund	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		5.69
29279	10/23/2025	1011 Gas Tax/Street Improvement	Special Departmental Expense	WATERFORD IRRIGATION SUPPLY, INC		111.98
				Check Total:		305.37
29280	10/23/2025	6010 Sewer Enterprise Fund	Special Departmental Expense	WINTON HARDWARE		14.16
29280	10/23/2025	0001 General Fund	Special Departmental Expense	WINTON HARDWARE		15.28
29280	10/23/2025	7000 Internal Service Fund	Special Departmental Expense	WINTON HARDWARE		57.08
29280	10/23/2025	0001 General Fund	Tennis	WINTON HARDWARE		35.56
				Check Total:		122.08
29281	10/23/2025	0001 General Fund	Special Departmental Expense	WORK WELLNESS		1,365.00
				Check Total:		1,365.00
				Report Total:		3,031,384.35



CITY OF ATWATER

CITY COUNCIL

ACTION MINUTES

September 22, 2025

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

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

ROLL CALL

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

Absent: None

INVOCATION:

Provided by Police Chaplain Don Borgwardt.

PLEDGE OF ALLEGIANCE:

Led by City Clerk Billings.

SUBSEQUENT NEED ITEMS: None

APPROVAL OF AGENDA:

Motion to approve the agenda as posted.

MOTION: Raymond

SECOND: Rochester

VOTE: Motion passed unanimously.

PRESENTATIONS:

- Monthly report by Merced County District 3 Supervisor McDaniel

CONSENT CALENDAR

Item Removed for Separate Consideration and Discussion: Item 5.

Motion to approve Consent Calendar as amended.

MOTION: Cale

SECOND: Raymond

VOTE: Motion passed unanimously.

Approved Items:

- **Item 1:** Treasurer's Report – July 31, 2025
- **Item 2:** Warrants – September 22, 2025
- **Item 3:** City Council Minutes – August 11, 2025 (Regular Meeting)
- **Item 4:** Resolution No. 3569-25 Approving a General Services Agreement with Joe's Landscaping and Concrete Inc. for Landscape Maintenance Services in Landscape Maintenance

Motion to approve Item 5.

Adoption of Resolution No. 3570-25 opposing California Proposition 50 and directing the City Clerk's office to transmit copies of the Resolution to the Governor of California and the California Secretary of State.

MOTION: Raymond

SECOND: Cale

NOES: Rochester, Ambriz

VOTE: Motion passed.

PUBLIC HEARINGS:

Waive the First Reading by Title only, and introduce an Ordinance Approving Zoning Ordinance Text Amendment No. 25-09-0100 Amending Chapter 17.71 "Conditional Use Permit" of the Atwater Municipal Code

Public Hearing was opened, and comments were received.

MOTION: Council Member Raymond motioned waive the first reading by title only and introduce Ordinance No. CS 1073 approving Zoning Ordinance Text Amendment No. 25-09-0100 amending Chapter 17.71 "Conditional Use Permit" of the Atwater Municipal Code; seconded by Mayor Pro Tem Cale.

VOTE: Motion passed unanimously.

REPORTS AND PRESETATIONS FROM STAFF:

Adopting the City of Atwater Public Safety Master Plan

MOTION: Council Member Rochester motioned to receive and file the City of Atwater Public Safety Master Plan as prepared by Griffin Structures, Inc; and for Fire and Police to report back on statistical data for one full year before the end of the 2025 calendar year; seconded by Council Member Raymond.

VOTE: Motion passed unanimously.

Vacant Commercial Building and Property Ordinance or Enhanced Enforcement of the Atwater Municipal Code

MOTION: Council Member Raymond motioned to direct staff to prioritize enhanced enforcement of the existing provisions of the Atwater Municipal Code related to property maintenance, nuisance abatement, and commercial blight; and prepare and present a fiscal analysis outlining the costs associated with adding one (1) additional Code Enforcement Officer position; seconded by Council Member Rochester.

VOTE: Motion passed unanimously.

Discussion and Possible Action on Modifying the Review Process for the City's Warrant Register

MOTION: Council Member Rochester motioned to receive and file the City's warrant register and part of the Consent Calendar; seconded by Council Member Raymond.

VOTE: Motion passed unanimously.

COMMENTS FROM THE PUBLIC

Public comments were received regarding elected official updates, public safety staffing, public safety tax measure, city staff, and community events upcoming and past.

COUNCIL MATTERS

Council Members and Mayor provided individual updates.

CITY MANAGER REPORT

Update provided by City Manager Hoem.

CLOSED SESSION

Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiations regarding property price and terms of payment. Agency Negotiators: City Manager Hoem and Public Works Director Vinson. Negotiating Parties: National Retail Properties, LP Property Location: 303 E. Bellevue Road, Atwater, CA 95301 APN 156-060-011

Conference with Legal Counsel — Existing Litigation — Government Code § 54956.9(d)(1)) Name of cases: US Bankruptcy Court, Southern District of New York Case. No. 19-23649 and US District Court, Northern District of Ohio Eastern Division Case No. 1:17-md-2804 (National Opioid Class Action Settlements)

Pursuant to Government Code Section 54957, Public Employee Performance Evaluation; Title: City Manager

REPORT OUT FROM CLOSED SESSION:

City Attorney reported the City Council convened on the three Closed Session items received information were provided direction and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 10:27 PM.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

JANELL MARTIN
ASSISTANT CITY CLERK



CITY OF ATWATER

SPECIAL MEETING CITY COUNCIL

ACTION MINUTES

September 30, 2025

Council Chambers – 750 Bellevue Road, Atwater, California

CALL TO ORDER

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

ROLL CALL

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

CLOSED SESSION

Pursuant to Government Code Section 54956.8, Conference with Real Property Negotiations regarding property price and terms of payment. Agency Negotiators: City Manager Hoem and Public Works Director Vinson. Negotiating Parties: Ferrari Ranch Property Location: APN 005-120-045 and 005-120-046.

There was no Public Comment.

REPORT OUT FROM CLOSED SESSION:

Mayor Nelson reported directions given to staff and there was no reportable action.

ADJOURNMENT

The meeting adjourned at 6:12 PM.

APPROVED:

MICHAEL G. NELSON
MAYOR

ATTEST:

JANELL MARTIN
ASSISTANT CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: October 27, 2025

TO: Mayor and City Council

FROM: Jana Sousa, Human Resources Director

PREPARED BY: Jana Sousa, Human Resources Director

SUBJECT: **Approving Bargaining Unit Modification to Combine City's Clerical and Miscellaneous Bargaining Units, and Approving Consolidated Memorandum of Understanding (MOU) for Newly Combined Unit (Human Resources Director Sousa)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3575-25 approving Bargaining Unit Modification to Combine City's Clerical and Miscellaneous Bargaining Units, and Approving Consolidated Memorandum of Understanding (MOU) for Newly Combined Unit.

I. BACKGROUND/ANALYSIS:

The City of Atwater ("City") and the Atwater Miscellaneous Employees Unit 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.

Currently, the City maintains two (2) separate employee bargaining units (Clerical and Miscellaneous) both represented by AFSCME, Local 2703, Council 57. Each unit has historically operated under its own MOU with the City, requiring separate negotiation processes for contract renewals, side letters, and related labor relations matters.

Representatives from both bargaining units and the City have engaged in discussions regarding opportunities to improve efficiency and strengthen representation through consolidation. As a result of these collaborative discussions, both the Clerical and Miscellaneous Units have agreed to modify their existing structures and combine into a single bargaining unit, as reflected in the attached resolution, which includes side letters from each unit.

The City supports this consolidation, finding that it maintains fair and equitable representation for employees while providing administrative benefits to both the City and AFSCME. Specifically, consolidation will streamline the meet-and-confer process and reduce administrative complexity during future labor negotiations.

Upon approval of this resolution, a newly updated MOU will take effect for the consolidated unit, incorporating the terms of the side letters and ensuring a smooth transition from two (2) separate units to a unified structure. The proposed modification does not result in any loss of representation, changes to employee status, or material alterations to wages or benefits. Instead, it aligns representation under a single MOU to promote efficiency and consistency in City operations.

II. FISCAL IMPACTS:

No fiscal impact. 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.

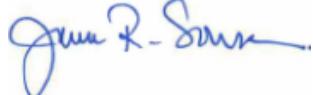
VIII. ENVIRONMENTAL REVIEW:

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 resolution, staff will route the side letters and MOU for final signatures.

Submitted by:



Jana Sousa, Human Resources Director

Approved by:

A handwritten signature in black ink, appearing to read "Jana Sousa".

Chris Hoem, City Manager

Attachments:

1. Unit Modification Resolution



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING BARGAINING UNIT MODIFICATION TO COMBINE CITY'S CLERICAL AND MISCELLANEOUS BARGAINING UNITS, AND APPROVING CONSOLIDATED MEMORANDUM OF UNDERSTANDING (MOU) FOR NEWLY COMBINED UNIT

WHEREAS, the City currently has a Clerical Employee bargaining unit and a Miscellaneous Employee bargaining unit, both of which are separately represented by American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57 as their recognized exclusive representatives; and

WHEREAS, the Clerical unit and Miscellaneous unit have agreed to modify their respective units to consolidate their two bargaining units with the terms set forth in the attached side letters;

WHEREAS, the City agrees that, although there are some differences in the two existing units' positions, there currently exists enough community of interest among the two units' positions such that consolidation is not inappropriate;

WHEREAS, the City also benefits from the consolidation in that it reduces the number of units with which the City must meet and confer during the negotiations cycle; and

WHEREAS, a newly updated Memorandum of Understanding (MOU) will take effect with the approval of the attached Miscellaneous Unit side letter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Atwater approves "Exhibit A" and "Exhibit B", attached hereto and made a part herein, which set forth unit modifications for the Clerical and Miscellaneous units by consolidating the two units effective as of the date of the City Council's approval of this Resolution.

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

The foregoing resolution is hereby adopted this 27th day of October 2025.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

EXHIBIT A

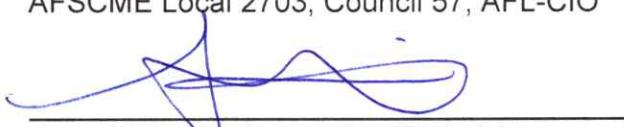
SIDE LETTER AGREEMENT BETWEEN THE CITY OF ATWATER ("CITY") AND ATWATER CLERICAL EMPLOYEES UNIT AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2703, COUNCIL 57, TO COMBINE WITH EXISTING MISCELLANEOUS EMPLOYEES BARGAINING UNIT

The City and AFSCME ("the Union") have reached an agreement for the purpose of incorporating the existing Clerical Unit into the existing Miscellaneous Unit. The Clerical Unit agrees to the transfer of classifications and employees currently represented by the Clerical Unit into the Miscellaneous Unit, effective upon approval by the City Council. Upon the effective date, the Union shall represent the employees formerly represented by the Clerical Unit as full members of the Miscellaneous Unit without further recognition proceedings. Employees from the former Clerical Unit shall be governed by the newly adopted Miscellaneous Unit Memorandum of Understanding (MOU), subject to negotiated modifications or transition provisions mutually agreed upon by the Union and the City. All Clerical Unit employees incorporated into the Miscellaneous Unit shall retain their original hire dates, seniority, and accrued benefits with no interruption or loss. This agreement shall not be construed as precedent for any future consolidations, reorganizations, or labor relations decisions.

FOR THE UNION:



Gary Ferraris, Union Representative
AFSCME Local 2703, Council 57, AFL-CIO



Joseph Murillo, Accounting Technician
Clerical Unit Representative

FOR THE CITY:

Christopher Hoem, City Manager
City of Atwater

Jana R. Sousa, Human Resources Director
City of Atwater

APPROVED AS TO FORM:

Frank Splendorio, City Attorney
City of Atwater

EXHIBIT B

SIDE LETTER AGREEMENT BETWEEN THE CITY OF ATWATER ("CITY") AND ATWATER MISCELLANEOUS EMPLOYEES UNIT AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 2703, COUNCIL 57, INCORPORATING THE CLERICAL BARGAINING UNIT INTO THE EXISTING MISCELLANEOUS BARGAINING UNIT

The City and AFSCME ("the Union") have reached an agreement for the purpose of incorporating the existing Clerical Unit into the existing Miscellaneous Unit. The Miscellaneous Unit agrees to accept the transfer of classifications and employees currently represented by the Clerical Unit into the Miscellaneous Unit, effective upon approval by the City Council. Upon the effective date, the Union shall represent the employees formerly represented by the Clerical Unit as full members of the Miscellaneous Unit without further recognition proceedings. Employees from the former Clerical Unit shall be governed by the newly adopted Miscellaneous Unit Memorandum of Understanding (MOU), subject to negotiated modifications or transition provisions mutually agreed upon by the Union and the City. All Clerical Unit employees absorbed into the Miscellaneous Unit shall retain their original hire dates, seniority, and accrued benefits with no interruption or loss. This agreement shall not be construed as precedent for any future consolidations, reorganizations, or labor relations decisions.

FOR THE UNION:



Gary Ferraris, Union Representative
AFSCME Local 2703, Council 57, AFL-CIO



Phillip Fierro, Sewer Maintenance Worker II
Miscellaneous Unit Representative

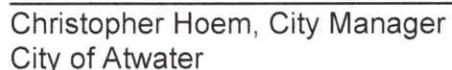


Michael Lewis, Mechanic II
Miscellaneous Unit Representative

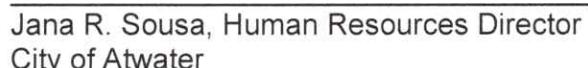


Stephanie Ruiz, Building Permit Technician II
Miscellaneous Unit Representative

FOR THE CITY:

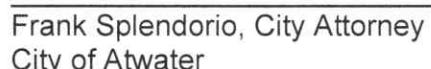


Christopher Hoem, City Manager
City of Atwater



Jana R. Sousa, Human Resources Director
City of Atwater

APPROVED AS TO FORM:



Frank Splendorio, City Attorney
City of Atwater

MEMORANDUM OF UNDERSTANDING

between

CITY OF ATWATER

and

ATWATER MISCELLANEOUS EMPLOYEES' UNIT

AMERICAN FEDERATION OF

STATE, COUNTY, AND MUNICIPAL EMPLOYEES

LOCAL 2703, COUNCIL 57,

AFL - CIO

July 1, 2022 – June 30, 2027

TABLE OF CONTENTS

<u>Article/Section Title</u>	<u>Page</u>
INTRODUCTION	5
ARTICLE 1: PURPOSE.....	5
ARTICLE 2: RECOGNITION.....	5
Section 2.1: Certification of Employee Organization and Recognition of Exclusive Representative	5
Section 2.2: Status of Union as Certified Employee Organization and Exclusive Representative	5
Section 2.3: Agency Shop Agreement.....	5
Section 2.4: Meet and Confer Obligation.....	5
ARTICLE 3: UNION MEMBERSHIP	6
Section 3.1: Rights of Employees	6
Section 3.2: New Hires	6
Section 3.3: Voluntary Contributions to "AFSCME PEOPLE"	7
Section 3.4: Scope of Representation	7
Section 3.5: Meetings During Working Hours.....	7
Section 3.6: Distribution of Materials to Employees	7
Section 3.7: Stewards	8
Section 3.8: Contract Negotiations	8
Section 3.9: Memorandum of Understanding	8
Section 3.10: Impasse	8
Section 3.11: Fact-Finding	8
Section 3.12: Cost.....	9
Section 3.13: Labor-Management Committee	9
ARTICLE 4: NONDISCRIMINATION	9
ARTICLE 5: APPOINTMENT AND PROBATIONARY PERIODS.....	9
Section 5.1: Medical Examinations and Drug Screening	9
Section 5.2: Criminal Background Clearance	9
Section 5.3: In-House Recruitment / External Recruitment	9
Section 5.4: Initial Probationary Period	10
Section 5.5: Promotional / Transfer Probationary Period	10
ARTICLE 6: SALARIES	10
Section 6.1: Salary Ranges	10
Section 6.2: Job Classification Review and Compensation Adjustments.....	10
Section 6.3: Payment and Administration	10
Section 6.4: Deductions in Compensation	10
Section 6.5: Salary of New Employees	11
Section 6.6: Performance Evaluations.....	11
Section 6.7: Increase in Salary Range and Step	12

Section 6.8: Salary on Promotion.....	12
Section 6.9: Salary on Reclassification	12
Section 6.10: Salary on Transfer	13
Section 6.11: Salary on Demotion	13
Section 6.11.1: Demotion for Disciplinary Reasons	13
Section 6.11.2: Demotion in Lieu of Layoff	13
Section 6.12: Adjustments in Salary Ranges	14
Section 6.13: Reduced Hour Positions	14
Section 6.14: Salary Adjustment Upon Move to Alternate Position as a Result of the Interactive Process	15
 ARTICLE 7: WORK WEEK.....	 15
Section 7.1: Work Week	15
Section 7.2: Scheduling	15
Section 7.3: Public Works Schedule	15
 ARTICLE 8: MAJOR FRINGE BENEFITS.....	 16
Section 8.1: Retirement.....	16
Section 8.2: Health Care.....	17
Section 8.3: Vacation	23
Section 8.4: Holidays	24
Section 8.5: Sick Leave	25
Section 8.6: Bereavement Leave	27
Section 8.7: Disability	27
Section 8.8: Catastrophic Leave.....	28
 ARTICLE 9: OTHER COMPENSATION	 29
Section 9.1: Overtime Work	29
Section 9.2: Standby Pay	29
Section 9.3: Call Back Pay	30
Section 9.4: On the Job Injury	30
Section 9.5: Jury Duty and Court Appearances.....	31
Section 9.6: Mileage Allowance	31
Section 9.7: Travel Expense	31
Section 9.8: Uniform and Safety Equipment	32
Section 9.9: Bilingual Pay	32
Section 9.10 Longevity Pay.....	33
Section 9.11: Temporary Upgrade.....	33
Section 9.12: Required Certification	33
 ARTICLE 10: SENIORITY.....	 34
 ARTICLE 11: SAFETY	 34
 ARTICLE 12: DISCIPLINARY ACTION	 35
Section 12.1: General Rules Related to Disciplinary Action.....	35
Section 12.2: Procedure for Dismissal, Suspension of More than Three (3) Days, Demotion, or Reduction in Pay.....	35

Miscellaneous Unit Memorandum of Understanding	Page 4
Section 12.3: Procedure for Suspensions of Three (3) Days or Less	38
ARTICLE 13: LAYOFF AND REINSTATEMENT	38
Section 13.1: Layoffs	38
Section 13.2: Reinstatement	39
ARTICLE 14: RESIGNATION	39
Section 14.1: Voluntary Resignation	39
Section 14.2: Implied Resignation	40
ARTICLE 15: LEAVES	40
Section 15.1: Leave of Absence without Pay	40
Section 15.2: Leave of Absence – Military	40
ARTICLE 16: GRIEVANCE PROCEDURE	40
ARTICLE 17: MISCELLANEOUS	41
Section 17.1: Personnel Reports and Records	41
Section 17.2: Other Employment	41
Section 17.3: Employment of Relatives	41
Section 17.4: Training	42
Section 17.5: Medical Exams / Fitness for Duty Exams	42
Section 17.6: Subcontracting	42
Section 17.7: Discriminatory Workplace Harassment Policy	42
Section 17.8: Political Activities of Public Employees	43
ARTICLE 18: CONCERTED ACTIVITIES	43
ARTICLE 19: CITY RIGHTS	43
ARTICLE 20: CONCLUSIVITY	44
ARTICLE 21: SAVINGS CLAUSE	44
ARTICLE 22: TERM OF AGREEMENT	44
ARTICLE 23: DEFINITIONS	45

INTRODUCTION

Representatives of Local 2703, Council 57, American Federation of State, County, and Municipal Employees, AFL-CIO (the "Union") and representatives of the City of Atwater (the "City") have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for employees of the "Miscellaneous Employees Unit," which are listed in Appendix A, have exchanged fully information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees which are within the scope of representation.

This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act ("MMBA") and has been jointly prepared by the Parties.

ARTICLE 1: PURPOSE

The purposes of this MOU are to promote and provide for harmonious relations, cooperation, and understanding between the City and the Union and to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise regarding wages, hours, and other terms and conditions of employment.

ARTICLE 2: RECOGNITION

Section 2.1: Certification of Employee Organization and Recognition of Exclusive Representative

The process for establishing a Bargaining Unit, recognizing a Certified Employee Organization and/or an Exclusive Representative of a Bargaining Unit, and separation of an employee classification from a Bargaining Unit shall proceed as set forth in Resolution No. 2581-10, as may be amended from time to time.

Section 2.2: Status of Union as Certified Employee Organization and Exclusive Representative

The Union is recognized as the Certified Employee Organization and Exclusive Representative, as provided in Resolution No. 2581-10, as may be amended from time to time, for Regular employees assigned to classifications in the Miscellaneous Employees Unit, which are set forth in Appendix A. Any modification to a classification within the Miscellaneous Employees Unit shall be subject to the meet and confer process. Notwithstanding the foregoing, this MOU does not apply to employees who are considered Confidential Employees.

Section 2.3: Agency Shop Agreement

This MOU shall constitute an Agency Shop Agreement.

Section 2.4: Meet and Confer Obligation

The City and the Union shall meet and confer on all changes to policies, procedures and rules affecting wages, hours and other terms and conditions of employment.

ARTICLE 3: UNION MEMBERSHIP

Section 3.1: Rights of Employees

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations. It shall be an additional right of the employees to represent themselves individually in their employee relations with the City. Neither the City nor the employee organizations shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their rights under this Section.

Section 3.2: New Hires

City shall notify the Union, in writing, of all new hires within seven (7) days after the initial hire date. The information provided shall contain name, job title, department, work location, work, home, and personal cellular phone numbers, personal email on file with the City and home address. Notwithstanding the foregoing, City shall not disclose the personal email address, cellular and/or home phone number and/or home address of any employee who submits a written request that such information remain private. The City shall provide a list of all previously stated information for all employees working for the City in the covered classifications at least once every 120 days (January 1, May 1 and September 1 of every year), with the exception of those employees who have requested in writing that the information remain private.

When a new employee orientation/on boarding is scheduled, the Union will receive an invitation to such at least ten (10) days in advance of scheduled date of orientation/on boarding unless there is an unforeseeable urgent need requiring a shorter notice period, pursuant to California Government Code section 3556. City will allow the Union to meet with new employees hired into the bargaining unit for a total of 30 minutes during the employee orientation. Payment of dues shall be by payroll deduction, after the City receives written authorization from the Union to make these deductions. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following the date of written authorization by the Union to the City.

Payment of dues shall be by payroll deduction. Upon receipt of written certification by the Union that an employee has signed a deduction authorization, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union and will remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than City. Payroll deductions will cease or be modified upon receipt of written certification from the Union that the employee has revoked or modified the deduction authorization for dues or fees. Payroll deductions for new members authorizing dues deduction will become effective the first of the pay period following City's receipt of the written certification of authorization. Revocations or modifications of authorizations will become effective the first of the pay period following City's receipt of the written certification of revocation or modification. Neither the City nor the Union will discriminate against any unit member because of the exercise of their statutory rights.

In accordance with Government Code 1157.12, the Union agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

Section 3.3: Voluntary Contributions to “AFSCME PEOPLE”

The City agrees to deduct from the paycheck of all employees who have elected to contribute and are covered by this Memorandum of Understanding, voluntary contributions to AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality). The Union shall notify the City of the monthly amounts designated by each contributor/employee that are to be deducted from his/her paycheck on a semi-monthly basis for each period worked. The employee shall make the designation for the voluntary contribution.

The City shall transmit to AFSCME Local 2703 on a semi-monthly basis in one (1) check the total amount deducted along with a roster indicating the name of each employee on whose behalf a deduction is made and the amount deducted from that employee's paycheck.

Section 3.4: Scope of Representation

- A. The scope of representation shall be limited to all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- B. An Exclusive Employee Organization shall be the sole representative of all employees in the Miscellaneous Employees Unit and shall represent all employees of the Unit, except that an employee of the Unit shall have the right to represent him/herself in his/her employment relations with the City.

Section 3.5: Meetings During Working Hours

Authorized representatives of Certified Employee Organizations and Exclusive Representatives shall be allowed reasonable access to employees of the Miscellaneous Employees Unit during work hours for representational purposes including the processing of grievances. Such authorized representatives are to notify respective Department Directors in advance of the date, time and location of such meetings and ensure that the proposed meeting will not unreasonably interfere with operational needs of the Department. Department Directors shall provide reasonable opportunities for employees to participate in such meetings. Work time devoted to such visits shall not exceed such time as is reasonably necessary to handle the business at issue.

Section 3.6: Distribution of Materials to Employees

Space shall be made available to Certified Employee Organization and Exclusive Representative for the placement of bulletin boards within the City only at such facilities where the Certified Employee Organization or Exclusive Representative has members and provided such use does not interfere with the needs of the various Departments. The Certified Employee Organization and Exclusive Representative shall also be permitted to distribute materials to employees via the City's email system. Notices shall be dated and shall identify the Certified Employee Organization

or Exclusive Representative responsible for their issuance. The employee organizations will be responsible for ensuring that material posted is of current interest and that out-of-date material is removed in a timely manner. All material distributed pursuant to this Section shall be limited to topics relevant to terms and conditions of employment. The Certified Employee Organization or Exclusive Representative shall provide a copy of the proposed material to the Human Resources Department to ensure compliance with this Provision.

Section 3.7: Stewards

Certified employee organizations may have up to four (4) employees who serve as official representatives ("Stewards") released from work without loss of compensation when meeting and conferring (including labor negotiations, presentation of grievances and disciplinary proceedings) with management representatives where matters within the scope of representation are being considered. The Union shall provide a current list of the Stewards to the Director of Human Resources. Stewards shall obtain permission from their supervisor prior to participating in such meetings.

Section 3.8: Contract Negotiations

- A. The City and the representatives of Certified Employee Organizations and the Exclusive Representatives shall have the mutual obligation to personally meet and confer within a reasonable period of time in order to exchange freely information, opinions and proposals and to endeavor to reach agreement on matters within the scope of representation.
- B. Upon commencement of the meet and confer process, the parties shall refrain from making public statements to the press until impasse has been declared by either party in writing. Nothing contained herein shall preclude the parties from the exercising of rights granted them by City, State, or Federal laws.

Section 3.9: Memorandum of Understanding

Upon reaching a tentative agreement, a written memorandum of understanding shall be prepared and shall be presented to members for ratification, and upon ratification by the members, shall be presented to the City Council for adoption.

Section 3.10: Impasse

Impasse procedures shall be used only when all other attempts at reaching an agreement through meeting and conferring in good faith have been unsuccessful. When an impasse has been reached, the parties shall proceed pursuant to the provisions of the MMBA, provided, however, that mediation shall be optional and may involve a mediator from SMCS or as selected jointly by the parties. The cost of any mediation agreed to by the parties shall be shared equally.

Section 3.11: Fact-Finding

Fact-finding shall occur, if at all, in accordance with the applicable provisions of the MMBA.

Section 3.12: Cost

The cost of mediation, if any, and fact-finding proceedings, if any, shall be borne equally among all parties involved.

Section 3.13: Labor-Management Committee

- A. There is hereby established a special joint committee for the purpose of discussing common problems or issues of concern not otherwise subject to collective bargaining. The Union and the City may each designate up to three (3) representatives to serve on the committee.
- B. The committee shall meet at such times as are mutually agreed to and as requested by one (1) or both parties. The party or parties requesting to meet will provide an agenda for items to be discussed. All items presented by one (1) or both parties will be addressed. Meetings will be held during normal working hours at no loss of pay to participants. The committee shall make recommendations which may be implemented by the appropriate authorities.

ARTICLE 4: NONDISCRIMINATION

There shall be no discrimination against any employee or applicant for employment on the basis of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, marital status, pregnancy, ancestry, physical or mental disability, medical condition, age, citizenship status, military or veteran status, genetic information, or any other basis protected by applicable Federal, State or local law.

ARTICLE 5: APPOINTMENT AND PROBATIONARY PERIODS

Section 5.1: Medical Examinations and Drug Screening

Medical examinations, drug screening and/or fitness for duty examinations for all employees may be required in the sole discretion of the City Manager as part of the hiring process. If required, the cost of such examination shall be paid by the City.

Section 5.2: Criminal Background Clearance

A criminal record background check shall be conducted as part of the hiring process.

Section 5.3: In-House Recruitment / External Recruitment

All current City employees, who are serving in any capacity, and former City employees who are on a current recall or reemployment list, may participate in the in-house recruitment process for any position subject to this MOU. To be considered for a position, such persons must meet the minimum qualifications for the position. Participation in an in-house recruitment process does not guarantee selection for an open position. The City may use external recruitment to fill a position subject to this MOU with the in-house recruitment process.

Section 5.4: Initial Probationary Period

All newly hired employees shall be required to complete an initial probationary period of a minimum of six (6) months. At the end of six (6) months, a performance evaluation shall be conducted pursuant to Section 6.6. During the initial probationary period, employees are considered at will, may be terminated at any time without right of appeal or hearing, and the provisions of Sections 12.2 and 12.3 shall not apply.

Section 5.5: Promotional / Transfer Probationary Period

All employees who are promoted to any new position, regardless of classification, and all employees who are transferred to any new classification shall be required to complete a probationary period of a minimum of six (6) months. Employees who are promoted or transferred, but who have already successfully completed an initial probationary period, and who do not successfully complete the promotional or transfer probation, may move back to their previous position.

ARTICLE 6: SALARIES

Section 6.1: Salary Ranges

A four percent (4%) cost-of-living adjustment (COLA) for all Miscellaneous Employees bargaining unit employees effective upon the first pay period following adoption of Fiscal Year 2022-23 Budget or following the first pay period following adoption of a Resolution ratifying the MOU by the City Council (whichever is later).

A stipulated four percent (4%) cost-of-living adjustment (COLA) for all Miscellaneous Employees bargaining unit employees effective upon the first pay period following adoption of Fiscal Year 2023-24 Budget or following the first pay period in Fiscal Year 2023-24 (whichever is later) contingent upon the successful passage of a successor measure to replace the expiring public safety tax.

Section 6.2: Job Classification Review and Compensation Adjustments

The City recognizes the need to periodically review job classifications for purposes of evaluating the applicability of specific job-related requirements and to evaluate associated salary ranges. To this end, the City and the Union agree to meet and confer through the Labor-Management Committee to review the job classifications in the Miscellaneous Employees Unit and evaluate possible equity adjustments.

Section 6.3: Payment and Administration

All employees shall be paid every other Thursday for the prior two (2) work weeks.

Section 6.4: Deductions in Compensation

Any employee who works less than a full pay period, except when using earned vacation, compensatory time, paid holiday or paid sick leave, shall be compensated based on the number of hours actually worked in that pay period.

Section 6.5: Salary of New Employees

The first step of the salary range for each classification of employees is the minimum rate that will be paid for employees in that classification and shall normally be the hiring rate for the classification. In cases where it is difficult to secure qualified personnel, or if a person is hired who has prior years of service performing similar duties (i.e. a lateral appointment), the City Manager may set the hiring rate above step 1.

Section 6.6: Performance Evaluations

Each employee shall be evaluated after completing six (6) months of service ("Initial Probationary Period"). The purpose of this initial evaluation is to determine whether the employee has performed in a manner that justifies changing the employee's status to "Regular" or extending their probationary status.

In addition to the initial evaluation, each employee shall be evaluated on an annual basis, with each evaluation to occur at or near the employee's anniversary date. If, in the discretion of the City, the employee is performing at a less than satisfactory level, a meeting shall be held to discuss the performance issues. The employee shall be provided with written documentation regarding corrective actions that the employee needs to take. The purposes of conducting performance evaluations are to assess each employee's performance of their job duties and determine whether salary adjustments are appropriate.

Performance evaluations shall be conducted in writing by the Director of the Department in which the employee is assigned, or his or her designee. The evaluations shall examine the employee's performance of various categories set forth on the evaluation form and shall also include an overall evaluation rating. Performance ratings of less than "satisfactory" shall include a written explanation for the rating and provide guidance to the employee to assist the employee in achieving more favorable ratings.

Each evaluation shall be discussed with the employee. Written evaluations may be adjusted by the evaluator as a result of the discussion with the employee. Once an evaluation is in final form following the discussion between the evaluator and the employee, the employee may make a written request for an appeal of the evaluation to the City Manager. Any requests for an appeal must be received within ten (10) working days of the discussion date between the evaluator and the employee. The City Manager shall hear the appeal within ten (10) working days of receiving the appeal request and provide a written response within thirty (30) days of the appeal meeting. However, performance evaluations are not subject to the grievance procedures set forth in this MOU. Employees shall be permitted to submit a written response to any performance evaluation, which shall be attached to the evaluation and maintained in the employee's personnel file. Any written response must be submitted to the Human Resources Department within 30 calendar days after the discussion between the evaluator and the employee.

If an employee receives an overall evaluation of less than "satisfactory", the employee may be re-evaluated after a minimum of six (6) months to determine whether salary adjustments are appropriate. All delayed salary adjustments resulting from less than "satisfactory" performance evaluations shall be prospective and not retroactive, regardless of when the adjustment is made.

An employee's anniversary date does not change regardless of the number of evaluations that occur in a year and regardless of when the employee receives a salary adjustment.

Section 6.7: Increase in Salary Range and Step

- A. Every regular employee shall have a normal anniversary of twelve (12) months from the employee's date of hire and will be eligible for advancing through the steps of the relevant salary range on the employee's normal anniversary date.
- B. The following general rules apply to advancement through the salary steps: 1) advancement decisions shall be based upon merit as determined through employee performance evaluations; 2) advancement determinations will generally be made at or near the employee's anniversary date in cases of satisfactory performance; 3) employees who receive an overall performance evaluation rating of "satisfactory" or higher shall advance to the next step in the salary range; 4) employees who receive an overall performance evaluation of less than "satisfactory" will not advance to the next step in the salary range at the time of their performance evaluation, but may be eligible for advancement prior to their next anniversary date if re-evaluated as a result of improved performance.
- C. Merit salary advancements shall be granted in single step increments within the salary range for a particular classification based upon employee performance evaluations as described in this Section. Department Directors may recommend that employees receive a merit salary adjustment of two (2) steps a maximum of one (1) time during such employee's tenure in a given classification in recognition of outstanding service. Such recommendations shall be an exception to the general rule that adjustments shall be made in single step increments. Merit salary adjustments of two (2) steps shall be subject to prior approval of the City Manager.
- D. All step advancements will become effective on the first day of a pay period. Step advancements due to satisfactory performance will be made on the first day of the pay period in which the anniversary date falls, except where a step advancement is a result of a re-evaluation that occurs after the employee's anniversary date, in which case the effective date will be the first day of the pay period in which the step advancement is granted.

Section 6.8: Salary on Promotion

An employee who is promoted from one classification to another classification with a higher salary range shall have the salary adjusted within the new range to guarantee a minimum five percent (5%) increase.

The anniversary date for promoted employees shall change to the effective date of the promotion. Future performance evaluations shall be based upon the employee's new anniversary date.

Section 6.9: Salary on Reclassification

An employee who is reclassified from one classification to another having a lower salary range shall be assigned to a step within the salary range that is close to, but not less than, the employee's current salary. Notwithstanding the foregoing, the City Manager may, in his/her sole discretion, permit the employee to retain his/her current rate of pay, even though it is higher than the salary range for the reclassified position, for a maximum of two (2) fiscal years.

An employee who is reclassified from one classification to another having a higher salary range shall be adjusted within the new range so as to guarantee a minimum of five percent (5%) increase. In addition, an employee who is reclassified within ninety (90) days of the employee's anniversary date shall have his or her annual performance evaluation from the employee's former position conducted at the time of the reclassification. If the employee receives an overall rating of "satisfactory", the employee shall receive a merit increase at the time of the reclassification, in addition to being assigned to a step within the salary range which will guarantee a minimum five percent (5%) increase.

A reclassified employee's anniversary date shall change to the effective date of the reclassification. Future performance evaluations shall be based upon the employee's new anniversary date.

Section 6.10: Salary on Transfer

An employee who voluntarily decides to change positions which results in a transfer from a classification with a higher salary range to a classification with a lower salary range shall be assigned to the step in the salary range for the new (lower classification) position which is the closest to, but not less than, the employee's salary range in the former (higher classification) position, not to exceed the maximum step for the new position.

Voluntary changes in positions which result in a transfer from a class with a lower salary range to a classification with a higher salary range shall be governed by Section 6.8 (Salary on Promotion).

The anniversary date for transferred employees shall change the effective date of the transfer. Future performance evaluations shall be based upon the employee's new anniversary date.

Section 6.11: Salary on Demotion

The anniversary date for employees who are demoted for any reason shall change to the effective date of the demotion. Future performance evaluations shall be based upon the employee's new anniversary date.

Section 6.11.1: Demotion for Disciplinary Reasons

An employee who is demoted from a classification with a higher salary range to a classification with a lower salary range as a result of disciplinary action taken against the employee shall be assigned to a step in the salary range for the new (lower classification) position based upon the recommendation of the Department Director, subject to approval of the City Manager.

Section 6.11.2: Demotion in Lieu of Layoff

An employee who is demoted from a classification with a higher salary range to a classification with a lower salary range in lieu of being laid off shall be assigned to the step in the salary range for the new (lower classification) position that is the same as the step in the employee's current classification.

Section 6.12: Adjustments in Salary Ranges

Adjustments in the general salary ranges made after the effective date of this MOU shall be made after meeting and conferring with the Union in accordance with the Meyers-Milias-Brown Act, Resolution No. 2581-10, and the City's Personnel Rules and Regulations, and after ratification by resolution of the City Council. Employees affected by the adjustments to the salary ranges shall have their existing salary adjusted to the same relative step in the new salary range.

Section 6.13: Reduced Hour Positions

- A. Subject to the terms of the City's Personnel Rules and Regulations related to hiring requirements, the City may hire employees for permanent positions of less than 40 hours per week ("Reduced Hour Positions"). Appointments to "Reduced Hour Positions" shall be processed on a regular Personnel Action Form which shall designate the number of hours to be worked. Reduced Hour Positions shall be subject to provisions of this MOU.
- B. Except as otherwise provided by law or the applicable benefit plan, an employee holding a Reduced Hour Position may participate in the City's benefit programs as established for Reduced Hour Positions as follows:
 1. Reduced Hour Position employees shall participate in the City's retirement plan subject to the same terms and conditions as other City employees.
 2. Reduced Hour Position employees who elect to receive medical, vision and/or dental coverage shall pay premiums in the amounts set forth in Section 8.2 of this MOU.
 3. Disability insurance will be provided by the City for Reduced Hour Position employees as set forth in Section 8.7 of this MOU.
 4. Reduced Hour Position employees shall be eligible for sick leave and vacation in the amounts set forth in Sections 8.3 and 8.5 of this MOU. All other conditions related to the accrual and use of sick leave and vacation will be the same as those for full time regular employees.
 5. Reduced Hour Position employees shall be provided holiday pay as set forth in Section 8.4 of this MOU.
 6. Reduced Hour Position employees who work a minimum of thirty (30) hours per week shall receive life insurance equal to the employee's annual base salary rounded to the next highest \$1,000. The life insurance policy shall only be in effect while the employee is employed by the City.
- C. Reduced Hour Position employees are required to complete an Initial Probationary Period on the same terms and conditions as are set forth in Section 5.4 of this MOU.
- D. Seniority of Reduced Hour Position employees shall accrue from date of appointment regardless of the number of hours worked by the employee.

- E. If the City determines that the hours required of a Reduced Hour Position need to be increased, up to and including, Full-Time employment status, the employee currently holding the Reduced Hour Position shall have the right of first refusal to occupy that position with the increased hourly requirement.
- F. Current City employees may volunteer to serve in Reduced Hour Positions. Regular Full-Time employees shall not be required to accept a Reduced Hour Position. However, if the City changes a position from Full-Time to Reduced Hour and the employee currently holding the position declines to accept the Reduced Hour Position, that position may be filled by someone else and the City is not required to find another position for the employee. If two (2) or more employees seek appointment to a Reduced Hour Position, and all other factors are equal, the employee with the most Seniority shall fill the position.
- G. The City Manager, in his/her sole discretion, shall have the ability to determine the number of Reduced Hour Positions.

Section 6.14: Salary Adjustment Upon Move to Alternate Position as a Result of the Interactive Process

When an employee is unable to perform the essential functions of his/her current position without an accommodation, and, after engaging in the interactive process with the City it is determined that the City will accommodate the employee by placing him/her in an alternate position, the employee shall be paid at his/her current rate of pay for a maximum of thirty (30) days while in the alternate position. Thereafter, the employee shall be paid at the step in the salary range for the alternate position which is equivalent to the step in which the employee is assigned in his/her current salary range, provided, however, that the maximum decrease in pay that an employee shall be subject to shall be a thirty-five percent (35%) decrease.

ARTICLE 7: WORK WEEK

Section 7.1: Work Week

The City's work week begins at 12:01 a.m. Thursday and ends at 12:00 a.m. on Wednesday.

Section 7.2: Scheduling

- A. Employees shall be entitled to two (2) days off per work week. The City's established business hours are Monday through Friday, 8:00 AM to 5:00 PM.
- B. Employee Workdays and hours will be subject to modification in the event of emergency or other extenuating circumstances. Any changes to scheduled hours will be subject to Section 9.1.

Section 7.3: Public Works Schedule

Employees of the Maintenance Worker and Mechanic classifications shall work 6:00 AM to 2:30 PM. Employees working in these classifications shall take one 15-minute mandatory rest period mid-shift between start time and the meal period. No second rest period is permitted. Meal period shall be from 12:00 PM to 12:30 PM.

The above schedule does not apply to members in special temporary assignments, as agreed upon by both the Union and the City. .

Street Sweeping and Janitorial Operations:

The work schedule for members assigned to street sweeping and janitorial operations are as follows:

1. Work hours shall begin at 4:00 AM and shall end at 12:30 PM.
2. One (1) mandatory rest period (break) of fifteen (15) minutes shall be taken approximately mid-way between the start of the shift and the mandatory meal period. The first rest period shall be taken between 6:00 AM and 6:30 AM and shall be taken at the job site.
3. An uninterrupted mandatory meal period shall be taken beginning at 8:00 AM until 8:30 AM. A second mandatory rest period (break) of fifteen (15) minutes shall be taken approximately half-way between the start of the second half of the shift and the end of the shift. This second rest period shall be taken between 10:30 AM and 11:00 AM and shall be taken at the job site.

ARTICLE 8: MAJOR FRINGE BENEFITS

Section 8.1: Retirement

A. Tier 1

Tier 1 covers Regular status employees hired by the City for the first time on or before November 24, 2011.

1. The City shall provide a retirement program for eligible employees of three percent (3%) at age sixty (60) based upon the Single Highest Year.
2. Employees and the City shall pay their respective contribution amounts as defined by the City's retirement plan.

B. Tier 2

Tier 2 covers Regular status employees hired by the City for the first time on or after November 25, 2011 and determined to be a "Classic Member" under CalPERS guidelines.

1. The City shall provide a retirement program for eligible employees of two percent (2%) at age sixty (60) based upon a three (3) year average final compensation period, and retirement cost of living adjustment shall be two percent (2%) per year as determined by CalPERS.
2. Employees and the City shall pay their respective contribution amounts as defined by the City's retirement plan.

C. Tier 3

Tier 3 covers Regular status employees hired by the City on or after January 1, 2013 and determined to be a "New Member" under PEPRA and CalPERS guidelines.

1. The City shall provide a retirement program for eligible employees of two percent (2%) at age sixty-two (62) based upon a three (3) year average final compensation period, and retirement cost of living adjustment which shall be determined by CalPERS.
2. Employees shall pay fifty percent (50%) of the normal cost of the expected total normal cost rate for the benefits that apply to new Miscellaneous Employees Unit members on or after January 1, 2013 rounded to the nearest one-quarter of one percent (.25%).
- D. For all Retirement Tiers, an employee who retires and who has accrued and unused sick leave may have up to a maximum of two thousand (2,000) hours of that sick leave credited as service for purposes of CalPERS retirement. Any sick leave utilized for service credit is not subject to pay out at separation, but any sick leave that remains after the conversion to service credit shall be subject to pay out as described above.

Section 8.2: Health Care

Health care plans agreed upon by the parties will be administered as follows:

A. Medical, Dental, and Vision Plan:

1. Medical Coverage:

a. Tier 1

Tier 1 covers Regular status employees who retire on or before December 31, 2014 or who give written notice to the Administrative Manager that they intend to retire within ninety (90) days of December 31, 2014, and who qualified for medical benefits at the time of retirement. The City shall pay 90% of premiums for the cost of CalPERS coverage for the annuitant and eligible dependents, not to exceed the benchmark premium, which is currently Blue Shield Access + HMO. The City has the right to select the benchmark HMO plan each calendar year no less than 10 days prior to the open enrollment period and shall provide notice to annuitants if the benchmark plan is changed from the previous year. The new benchmark plan rates will not take effect until the first of the following year. The eligible annuitant shall pay the remaining 10% of the medical premiums for the annuitant and eligible dependents and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs.

b. Tier 2

Tier 2 employees are defined as Regular status employees hired on or before September 30, 2014 who retire after January 1, 2015 and who qualify for medical benefits at the time they retire.

1. For Regular Full-Time Employees

While employed, the City shall pay 90% of premiums for the cost of CalPERS coverage for the employee and eligible dependents, not to exceed the benchmark premium, which is currently Blue Shield Access + HMO. The City has the right to

select the benchmark HMO plan each calendar year no less than 10 days prior to the open enrollment period. The City shall provide notice to employees if the benchmark plan changes from the previous year. The new benchmark plan rates will not take effect until the first of the following year. The employee shall pay the remaining 10% of the medical premiums for the employee and eligible dependents and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs. The employee share shall automatically be deducted from the employee's payroll check in two equal payments each month.

Upon retiring, the City shall contribute in the following amounts toward the premiums for the cost of CalPERS coverage for the annuitant and eligible spouse only, not to exceed the benchmark premium, which is currently Blue Shield Access + HMO. The City has the right to select the benchmark HMO plan each calendar year no less than 10 days prior to the open enrollment period. The City shall provide notice to annuitants if the benchmark plan is changed from the previous year. The eligible annuitant shall pay the remaining amount of the medical premiums and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs.

0 – 5 Years of service	PEMHCA minimum only
6 – 10 Years of service	40% of premium amount for the annuitant only
11 – 15 Years of service	60% of premium amount for annuitant and 50% of premium amount for eligible spouse
16 – 19 Years of service	75% of premium amount for annuitant and 65% of premium amount for eligible spouse
Over 20 Years of service	90% of premium amount for annuitant and 75% of premium amount for eligible spouse

The City shall pay any benefit amount over the PEMHCA minimum amount, as set forth above, directly to annuitant, at the end of each month.

2. For Regular Reduced Hour Employees

While employed, the City shall contribute the following amounts toward the premiums for the cost of CalPERS coverage for the employee and eligible dependents, not to exceed the benchmark premium, which is currently Blue Shield Access + HMO. The City has the right to select the benchmark HMO plan each calendar year no less than 10 days prior to the open enrollment period. The City shall provide notice to employees if the benchmark plan changes from the previous year. The new benchmark plan rates will not take effect until the first of the following year. The employee shall pay the remaining amount of the medical premiums for the employee and eligible dependents and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs. The employee share shall automatically be deducted from the employee's payroll check in two equal payments each month.

30 – 39 hours per week	75% of full-time benefit
20 – 29 hours per week	50% of full-time benefit
Less than 20 hours per week	no contribution

Upon retiring, the City shall contribute in the following amounts toward the premiums for the cost of CalPERS coverage for the annuitant and eligible spouse only, not to exceed the benchmark premium, which is currently Blue Shield Access + HMO. The City has the right to select the benchmark HMO plan each calendar year no more than 10 days prior to the open enrollment period. The City shall provide notice to annuitants if the benchmark plan is changed from the previous year. The new benchmark plan rates will not take effect until the first of the following year. The eligible annuitant shall pay the remaining amount of the medical premiums and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs.

0 – 5 Years of service	PEMHCA minimum only
6 – 10 Years of service	40% of benefit received by full time annuitants
11 – 15 Years of service	60% of benefit received by full time annuitants
16 – 19 Years of service	75% of benefit received by full time annuitants
Over 20 Years of service	90% of benefit received by full time annuitants

The City shall pay any amount over the PEMHCA minimum amount, as set forth above, directly to annuitant at the end of each month.

c. Tier 3

Tier 3 employees are defined as Regular status employees hired after September 30, 2014 and who qualify for medical benefits at the time they retire.

1. For Regular Full-Time Employees

While employed, the City shall pay 70% toward the premiums for the cost of CalPERS coverage for the employee and eligible dependents, not to exceed the benchmark premium, which is currently Blue Shield Access + HMO. The City has the right to select the benchmark HMO plan each calendar year no less than 10 days prior to the open enrollment period. The City shall provide notice to employees if the benchmark plan changes from the previous year. The new benchmark plan rates will not take effect until the first of the following year. The employee shall pay the remaining amount of the medical premiums for the employee and eligible dependents and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs. Employee share shall automatically be deducted from employee's payroll check in two equal payments each month.

Upon retiring, for eligible annuitants who elect to participate in the City's medical insurance, the City shall pay only the PEMHCA minimum toward annuitant only coverage. The eligible annuitant shall pay the remaining amount of the medical premiums and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs.

2. For Regular Reduced Hour Employees

While employed, the City shall contribute the following amounts toward the premiums for the cost of CalPERS coverage for the employee and eligible dependents, not to exceed the benchmark premium, which is currently Blue Shield Access + HMO. The City has the right to select the benchmark HMO plan each calendar year no less than 10 days prior to the open enrollment period. The City shall provide notice to employees if the benchmark plan changes from the previous year. The new benchmark plan rates will not take effect until the first of the following year. The employee shall pay the remaining amount of the medical premiums and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs. Employee share shall automatically be deducted from employee's payroll check in two equal payments each month.

30 – 39 hours per week	75% of full-time benefit
20 – 29 hours per week	50% of full-time benefit
Less than 20 hours per week	no contribution

Upon retiring, for eligible annuitants who elect to participate in the City's medical insurance, the City shall pay only the PEMHCA minimum toward annuitant only coverage. The eligible annuitant shall pay the remaining amount of the medical premiums and shall also be responsible for payment of all deductibles, co-payments, and disallowed costs.

d. In-Lieu Payments: Employees who are eligible to enroll in the City's medical coverage and who present proof of qualifying alternative health care coverage, and who deny coverage or elect to enroll in medical coverage through another employer such as the employee's spouse, registered domestic partner, or parent are eligible for medical in-lieu payments. In-lieu payments for medical coverage only shall be set by City Council resolution. Employees who are enrolled through another CalPERS employer are not eligible for in-lieu medical payments.

2. Dental Coverage:

a. Tier 1

Tier 1 covers Regular Full-Time employees hired on or before September 30, 2014.

While employed, the City shall pay all premium costs of coverage for the employee and eligible dependents. Employees shall pay all deductibles, co-payments, and disallowed costs.

Upon retiring, annuitants and eligible dependents may elect to remain on the City's dental coverage plan, but the annuitants will be responsible for paying the full amount of the monthly premium amounts, which are established by the City's provider, as well as all deductibles, co-payments, and disallowed costs. Said amounts are subject to change annually. The City shall bill annuitants who elect to continue coverage on a monthly basis for the full amount of the monthly premiums. Non-payment will result in disenrollment of the annuitant and eligible dependents without the option to re-enroll.

b. Tier 2

Tier 2 covers Regular Full-Time employees hired after September 30, 2014.

While employed, employees shall participate in the City's dental coverage plan. Eligible dependents are permitted to participate in the City's dental coverage plan, but are responsible for paying the monthly premium amounts, which are established by the City's provider, as well as all deductibles, co-payments, and disallowed costs. The employee share shall automatically be deducted from the employee's payroll check in two equal payments each month. Said amounts are subject to change annually. The current monthly premium amounts which employees are required to pay are as follows:

Employee only	\$0
One dependent	\$40
Two or more dependents	\$111

Upon retiring, annuitants and eligible dependents may elect to remain on the City's dental coverage plan for the period established by COBRA, but the annuitants will be responsible for paying the full amount of the monthly premium amounts for annuitants and eligible dependents, which are established by the City's provider, as well as all deductibles, co-payments, and disallowed costs. Said amounts are subject to change annually. The City shall bill annuitants who elect to continue coverage on a monthly basis for the full amount of the monthly premiums. Non-payment will result in disenrollment of the annuitant and eligible dependents without the option to re-enroll. Upon expiration of the COBRA period, coverage for annuitant and dependent(s) shall be discontinued.

3. Vision Coverage:

a. Tier 1

Tier 1 covers Regular Full-Time employees hired on or before September 30, 2014.

While employed, the City shall pay all premium costs of coverage for the employee and eligible dependents. Employees shall pay all deductibles, co-payments, and disallowed costs.

Upon retiring, annuitants and eligible dependents may elect to remain on the City's vision coverage plan, but the annuitants will be responsible for paying the full amount of the monthly premium amounts, which are established by the City's provider, as well as all deductibles, co-payments, and disallowed costs. The City shall bill annuitants who elect to continue coverage on a monthly basis for the full amount of the monthly premiums. Non-payment will result in disenrollment of the annuitant and eligible dependents without the option to re-enroll.

b. Tier 2

Tier 2 covers Regular Full-Time employees hired after September 30, 2014.

While employed, employees shall participate in the City's Vision Plan. Eligible dependents are permitted to participate in the City's vision coverage plan, but are responsible for paying the monthly premium amounts, which are established by the City's provider, as well as all deductibles, co-payments, and disallowed costs. The employee share shall automatically be deducted from the employee's payroll check in two equal payments each month. Said amounts are subject to change annually. The current monthly premium amounts which employees are required to pay are as follows:

Employee only	\$0
One dependent	\$22
Two or more dependents	\$50

Upon retiring, annuitants and eligible dependents may elect to remain on the City's vision coverage plan for the period established by COBRA, but the annuitants will be responsible for paying the full amount of the monthly premium amounts for annuitants and eligible dependents, which are established by the City's provider, as well as all deductibles, co-payments, and disallowed costs. Said amounts are subject to change annually. The City shall bill annuitants who elect to continue coverage on a monthly basis for the full amount of the monthly premiums. Non-payment will result in disenrollment of the annuitant and eligible dependents without the option to re-enroll. Upon expiration of the COBRA period, coverage for annuitant and dependent(s) shall be discontinued.

B. Life Insurance and Accidental Death and Dismemberment Plan:

Effective December 1, 1993, Regular Full-Time and Reduced-Hour (30-hour minimum) employees will receive life insurance and accidental death and dismemberment benefit (if applicable) equal to the employee's annual salary, rounded to the next highest \$1,000. The life insurance policy shall only be in effect while the employee is employed by the City.

1. Tier 1

Tier 1 covers Regular Full-Time and Reduced Hour (30-hour minimum) active employees hired on or before September 30, 2014.

While employed, the City shall pay all premium costs of coverage.

2. Tier 2

Tier 2 covers Regular Full-Time and Reduced Hour (30-hour minimum) active employees hired after September 30, 2014.

While employed, employees may participate in the City's Life Insurance and Accidental Death and Dismemberment Plan and shall be responsible for paying one-half (50%) of the monthly premium amounts, which are established by the City's provider.

Section 8.3: Vacation**A. General Rules**

1. Regular Full-Time employees and Reduced Hour Employees who are scheduled to work a minimum of thirty (30) hours per week as set forth on their Personnel Action Form begin to accrue vacation on the date of hire, but may not use vacation until the employee completes six (6) months of continuous service.
2. Employees may only use vacation after it has accrued.
3. Vacation accruals may be accumulated to a total of not more than twice the annual accrual at any given time.
4. Requests to use vacation time shall be submitted to the employee's Department Director as far in advance as possible, with a minimum of ten (10) days-notice if the vacation request is for more than one (1) week.
5. Vacation requests shall be evaluated and granted based on the date of submittal. If more than one (1) employee requests vacation during the same time period, the vacation requests shall be granted on the basis of Seniority.
6. The accrual of vacation time shall cease when an employee runs out of accrued vacation and sick leave and is not available for work.
7. Employees are not eligible to accrue vacation if they are not actively working or using City-paid leaves (e.g. when the employee is on leave with other wage replacement sources such as workers' compensation, short-term disability, or when they are in a voluntarily unpaid leave status but still have vacation/sick time accruals on record.)
8. An employee who terminates employment, retires or is laid off, and who has accrued and unused vacation time shall be paid for that vacation time at the employee's current hourly rate at the time of termination of employment, retirement or layoff.

B. Accrual Rates

There are 24 pay periods during each calendar year for purposes of computing accruals. Eligible Regular employees accrue vacation during each qualifying pay period at the rates set forth in this Section. A qualifying pay period is one in which the Regular employee draws pay in a normal pay period for a minimum of one-half (1/2) of the hours he/she is designated to work on a weekly basis on his/her Personnel Action form.

Regular Full-Time employees accrue vacation at the following rates (except when the employee does not have sufficient accruals and hours reported on the timesheet and said hours equal less than 80 hours. When less than 80 hours are reported on the timesheet, accruals shall be based on reduced hour positions accrual rate following this section):

Date of Hire - Year 4	3.33 hours per qualifying pay period
Years 5 – 9	5 hours per qualifying pay period
Years 10 – 19	6.67 hours per qualifying pay period
Years 20 and up	8.33 hours per qualifying pay period

Employees holding Reduced Hour Positions accrue vacation at reduced rates depending on the number of hours they are designated to work on a weekly basis on their Personnel Action forms using the following parameters:

30-39 hours per week	75% of the Regular Full-Time Employee accrual rate
20-29 hours per week	0% of the Regular Full-Time Employee accrual rate
10-19 hours per week	0% of the Regular Full-Time Employee accrual rate

Section 8.4: Holidays

A. General Rules

1. Regular Full-Time employees and Reduced Hour Employees who are scheduled to work a minimum of thirty (30) hours per week as set forth on their Personnel Action Form shall be paid for holidays as set forth in this Section.
2. A holiday falling within a vacation period shall not constitute a vacation day.
3. A holiday occurring while an employee is on sick leave shall not count against the employee's sick leave credits.
4. When a holiday falls on a Sunday, it will be observed on the following Monday.
5. If December 25th and January 1st fall on a Saturday, they will be observed the previous Friday and December 24th and December 31st will be observed on the previous Thursday. Likewise, if December 25th and January 1st fall on a Sunday, they will be observed the following Monday and December 24th and December 31st will be observed the previous Friday.
6. An employee who works on a City observed holiday will be entitled to both: (a) one and one-half (1½) times the employee's base rate of pay for actual hours worked on the holiday, and (b) an additional accrual of floating holiday hours, on an hour-for-hour basis, equal to the actual hours worked on the holiday. If actual hours worked on the holiday exceed eight (8) hours, the pay at time and one-half and the floating holiday hour accrual will be the only compensation provided. If actual hours worked on the holiday are less than eight (8) hours, the remaining hours needed to reach a total of eight (8) hours for the day will be paid as holiday hours. At no time shall an employee be paid eight (8) hours for the holiday and receive overtime hours or floating holiday hours for any actual hours worked.
7. Employees who are out of work and are: on no-pay status, an approved leave of absence, receiving Short-Term Disability pursuant to Section 8.7, or are receiving Workers' Compensation benefits pursuant to Section 9.3 are not entitled to Holiday pay.

B. City Observed Holidays

January 1st (New Year's Day)
 Third Monday in January (Martin Luther King Jr. Day)
 Third Monday of February (President's Day)
 Last Monday in May (Memorial Day)
 June 19th (Juneteenth National Independence Day)
 July 4th (Independence Day)
 First Monday in September (Labor Day)
 November 11th (Veteran's Day)
 Fourth Thursday of November (Thanksgiving Day)
 The day after Thanksgiving Day
 December 24th (The day before Christmas Day)
 December 25th (Christmas Day)
 December 31st (The day before New Year's Day)

Any holiday in the list above that is removed from the list of observed federal holidays shall also automatically be simultaneously removed from the City's Observed Holidays.

C. Floating Holiday Hours

In the first payroll period following the start of each fiscal year (which begins July 1st –), employees will receive eight (8) floating holiday hours. Additional floating holiday hours may be earned pursuant to Section 8.4(a)(7) of this MOU. All floating holiday hours are a stand-alone benefit with no cash value and must be used within the same fiscal year they are earned. There will be no cashout of unused floating holiday hours nor carryover of unused floating holiday hours from year to year.

Section 8.5: Sick Leave

A. General Rules

1. Regular Full-Time employees and Reduced Hour Employees who are scheduled to work a minimum of thirty (30) hours per week as set forth on their Personnel Action Form begin to accrue sick leave on the date of hire, but may not use sick leave until the employee completes 90 days of continuous service. However, an employee may request permission from the City Manager to use sick leave prior to completing 90 days of continuous service in the event of a bona fide illness. Requests for early use of sick leave may be granted in the City Manager's sole discretion.
2. Employees may only use sick leave after it has accrued.
3. Sick leave shall only be used for illness-related purposes, including, diagnosis, care or treatment of an existing health condition or preventative care, for the employee or an employee's family member (defined to include those identified in Section 8.6(b)). Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault or stalking, and for other purposes required by law. Sick leave shall not be used by employees to take vacation.
4. The City reserves the right to require a doctor's note in situations where circumstances indicate potential sick leave misuse or abuse.
5. An employee who knows that he/she will need to be absent from his/her regular duties or responsibilities in advance of the date on which the leave is to be taken shall notify his/her Supervisor as soon as the employee becomes aware of the need for leave. When the need to use sick leave is not foreseeable, the employee shall notify his/her Supervisor as soon as practicable. In all cases, the employee must complete a Personnel Action Form (PAF).
6. The accrual of vacation time and sick leave time shall cease when an employee runs out of accrued vacation and sick leave and is not available for work.
7. An employee who terminates employment, retires or is laid off, and who has accrued and unused sick leave shall be paid for that sick leave up to a maximum of three-hundred forty (340) hours at the employee's current hourly rate at the time of termination of employment, retirement or layoff.
8. An employee who retires and who has accrued and unused sick leave may have up to a maximum of two thousand (2,000) hours of that sick leave credited as service for purposes of CalPERS retirement. Any sick leave utilized for service credit is not subject to pay out at separation, but any sick leave that remains after the conversion to service credit shall be subject to pay out as described above.

B. Accrual Rates

There are twenty-four (24) pay periods during each calendar year in which employees accrue sick leave. Eligible employees accrue sick leave during each pay period in which the employee is on paid status at the rates set forth in this Section.

1. **Regular Full-Time Employees** – Regular Full-Time employees accrue paid sick leave at the rate of one (1) hour of paid sick leave for every twenty (20) hours worked in a pay period, up to eighty (80) hours worked in a pay period. Employees who work eighty-one (81) to one hundred twenty (120) hours in a pay period do not earn additional paid sick leave. Employees who work more than one hundred twenty (120) hours in a pay period earn an additional one (1) hour of paid sick leave for every thirty (30) hours worked above the one hundred twenty (120) hours in the pay period. The paid sick leave accrual schedule for Regular Full-Time employees is illustrated in the following chart:

Hours worked or on Paid Status* Per Pay Period	Hours of Sick Leave Accrued Per Pay Period
0-8 hours worked	0 hour accrued
9-20 hours worked	1 hour accrued
21-40 hours worked	2 hours accrued
41-60 hours worked	3 hours accrued
61-80 hours worked	4 hours accrued
120-plus hours worked	1 additional hour is accrued for every 30 hours worked over 120; e.g. 5 hours total will be accrued after 150 hours worked

*Paid Status includes hours worked or compensated using any accrued leave. While an employee is receiving a non-City paid benefit (such as workers' compensation or disability) and employee has elected to supplement said benefit with accruals during any pay period, employee shall accrue sick leave according to the chart above based on the number of hours compensated using accrued leave. All leave donated under the "Catastrophic Leave" section of this MOU is excluded from this section. Employees shall not accrue sick leave on donated leave.

2. **All Other Employees** covered under this MOU – All employees other than Regular Full-Time employees accrue paid sick leave at the rates shown in the following chart:

Hours Worked or on Paid Status* Per Pay Period	Hours of Sick Leave Accrued Per Pay Period
0-8 hours worked	0 hour accrued
9-26 hours worked	1 hour accrued
27-52 hours worked	2 hours accrued
53-78 hours worked	3 hours accrued
79-plus hours worked	1 additional hour for every 30 hours worked over 79; e.g. 4 hours total will accrue after 109 hours worked

*See above for definition of "Paid Status."

Section 8.6: Bereavement Leave**A. General Rules**

1. Regular Full-Time employees and Reduced Hour Employees who are scheduled to work a minimum of thirty (30) hours per week as set forth on their Personnel Action Form are eligible for up to a maximum of three (3) work shifts of paid bereavement leave per incident following the death of a covered relative. For out of state funerals, up to an additional two (2) work shifts of paid bereavement leave per incident may be granted by the City Manager in his/her sole discretion.
2. Department Directors and the City Manager may require evidence of the death of a covered relative prior to approving bereavement leave.

B. Covered relatives include an employee's:

Spouse	Grandparent
Domestic Partner	Grandparent-in-law
Father	Grandchild
Mother	Nephew
Father-in-law	Niece
Mother-in-law	Spouse of Nephew or Niece
Child	Uncle
Stepchild	Aunt
Foster child	First Cousin
Sibling	Other close relative who resided with the employee at the time of death
Spouse of Sibling	
Sibling of Spouse	

Section 8.7: Disability

- A. This Section applies to all Full-Time employees and Reduced Hour Employees who are scheduled to work a minimum of thirty (30) hours per week as set forth on their Personnel Action Form. This Section applies to all Disabilities, other than those which constitute Workers' Compensation Disabilities.
- B. An employee who suffers a Disability while employed by the City will be paid by the City at the rate of sixty-six and two-thirds percent (66.67%) of his/her regular hourly rate for a maximum of six (6) months ("Short-Term Disability").
- C. All leave associated with an employee's approved application for Short-Term Disability Benefits shall be designated leave under the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") and counted against the amount of FMLA/CFRA leave the employee has available to use in the applicable 12-month period.
- C. An employee eligible for Short-Term Disability may utilize accrued time off to supplement the amount they receive so the employee will earn a full check.
- D. The City's Short-Term Disability Plan becomes effective after a seven (7) calendar day elimination period has elapsed from the last day worked. Employees are responsible for paying the difference in the disability premium between a fourteen (14) calendar day elimination period and the seven (7) calendar day elimination period. This amount will be taken in the form of a payroll deduction on a bi-monthly basis.

In addition, the following tiers have been established for disability cost-sharing premiums:

1. Tier 1

Tier 1 covers Regular Full-Time and Reduced Hour (30-hour minimum) active employees hired on or before September 30, 2014.

While employed, the City shall pay all premium costs of coverage.

2. Tier 2

Tier 2 covers Regular Full-Time and Reduced Hour (30-hour minimum) active employees hired after September 30, 2014.

While employed, employees may participate in the City's Short-Term Disability Plan, and shall be responsible for paying one-half (50%) of the monthly premium amounts, which are established by the City's provider.

- E. The City may elect to self-fund or utilize insurance to fund the Short-Term Disability Plan described herein.
- F. The City shall maintain medical, dental, and vision coverage according to the terms of Section 8.2 for the employee and eligible dependents for a maximum of six (6) months from the date of Disability, provided that the employee continues to pay the amounts designated to be paid by the employee as set forth in Section 8.2.
- G. Employees who are out of work and are receiving Short-Term Disability are not entitled to Holiday pay.
- H. The accrual of vacation time and sick leave time shall cease when an employee runs out of accrued vacation and sick leave and is not available for work.

Section 8.8: Catastrophic Leave

All requests under this Section shall be considered and approved on a case by case basis in the sole discretion of the City Manager. "Catastrophic Leave" is paid leave donated to an employee where the employee or the employee's direct family member, as defined herein, has suffered a major non-job related physical or mental illness, injury or disability and the employee has exhausted or is about to exhaust all accrued leaves and is not receiving compensation from any other sources (i.e. workers' compensation or disability). In such circumstances, an employee may be entitled to receive and use the accrued vacation, sick and/or compensatory leave time earned by another employee to extend the employee's ability to take paid leave. For purposes of this Section, the term "direct family member" shall include the employee's: spouse, child, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, grandparent, grandchild, or foster child. Both the donor and the recipient must be non-probationary, Regular, Full-time employees. Catastrophic Leave requests shall conform to the following criteria:

- A. Requests for donation of accrued vacation, sick, and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.
- B. All donations shall be voluntary. Donated leave time shall not exceed more than twenty-five percent (25%) of the donor's accrued vacation, sick, and/or compensatory leave time totals at the time of the request.

- C. All donations shall be made in whole hour increments.
- D. All donations, once approved, shall be unconditional and irrevocable.
- E. Once a donation request has been granted, all time utilized shall be deducted from the donor's account on an as-needed basis, per pay period, and shall thereafter be treated the same as though it had been earned by the recipient.
- F. Generally, the total leave credits received by an employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

ARTICLE 9: OTHER COMPENSATION

Section 9.1: Overtime Work

- A. It is the City's policy to minimize the use of overtime. If an employee's Department Director determines overtime work by the employee is necessary, he/she may allow overtime to be worked.
- B. In the event that equivalent time off is given to an employee in lieu of overtime pay ("Compensatory Time Off"), the maximum amount of Compensatory Time Off in lieu of overtime pay an employee is permitted to accumulate at any one time shall be sixty (60) hours. Employees must be paid for any over time in excess of sixty (60) hours of accumulated Compensatory Time Off.
- C. When the City knows in advance that overtime work will be required, it will give as much advance notice as possible to affected employees. The Parties recognize that advance notice may not be possible in the case of an emergency.
- D. The City shall not change work schedules to avoid the payment of overtime.
- E. Overtime shall be computed in accordance with the FLSA.

Section 9.2: Standby Pay

- A. Employees on standby shall receive compensation at the rate of \$2.00 per hour for every hour that the employee is on standby, except those hours which the employee is called back to work. When an employee is called back to work, compensation shall be determined based upon the parameters set forth in Section 9.3.
- B. In the event that an employee on standby is required to return to the workplace between the hours of 2:30 PM and 5:00 PM on a given workday, such employee shall not receive the two (2) hour minimum call back guarantee described in Section 9.3. Instead, the employee shall be paid for the actual time worked in accordance with FLSA.
- C. Standby duty shall be assigned by the employee's Department Director on a rotating basis to employees qualified to perform the duties required if called back to work while on standby duty.

D. In the event of call backs for emergency services, employees on standby will be expected to reach the appropriate work site as soon as reasonably possible but not later than thirty (30) minutes after the time in which the employee is notified of the need to return to work.

Section 9.3: Call Back Pay

- A. "Call Back Pay" is the pay the employee receives for all time worked, or for the time in which the employee has reported back to work after the employee, having completed his/her last regularly scheduled shift, left the work location and is requested to report back to work.
- B. An employee not subject to Section 9.2.B. is guaranteed to be paid for at least two (2) hours of service, paid at one and one-half the employees' hourly rate of pay, each time the employee is called back to work until the employee has actually worked forty (40) hours in a work week even though the work to be performed takes less than two (2) hours. After the employee has actually worked forty (40) hours in a work week, employee shall be compensated in accordance with FLSA.
- C. Time spent at home answering and making phone calls is not considered call back time, it is considered work time, when more than incidental (i.e. calling another employee to report to work). The Union and the City agree to monitor costs/benefits related to call backs being paid at the time and one-half hourly rate without regard to the forty (40) hour credit for cost effectiveness and efficiency.
- D. Each department shall establish a uniform "Call Back" policy and procedure for emergencies. Each policy shall include, but not be limited to 1) equal distribution for call-backs of qualified employees; and 2) establishment of voluntary call-back lists.

Section 9.4: On the Job Injury

- A. All employees shall immediately report any and all injuries that occur while at work to their Department Director, contact the Nurse's hotline, record the injury in the Injury Log, and complete all paperwork required by law (i.e. DWC-1), regardless of how minor you believe the injury to be. Employees who are not physically able to complete the foregoing shall notify their Supervisor so he/she can do so.
- B. Employees in this Miscellaneous Employees Unit shall be entitled to Worker's Compensation benefits mandated by the State of California Labor Code, including any legally binding change in those benefits which the State of California may adopt during the term of this MOU.
- C. Employees absent from work as a result of an industrial injury may use accumulated sick leave, vacation time and/or Compensatory Time Off to supplement Workers' Compensation benefits up to the full amount of the employee's regular rate of pay. Employees can also use their floating holiday to receive compensation during the three (3) day waiting period.
- D. Medical examinations and/or fitness for duty examinations for all employees may be required in the sole discretion of the City Manager before an employee returns to work following an injury. If required, the cost of such examination shall be paid by the City.

Section 9.5: Jury Duty and Court Appearances

- A. An employee who receives a summons to appear for jury duty or to serve as a witness shall promptly provide his/her Department Director with a copy of the summons.
- B. An employee summoned for attendance by any court for jury duty during his/her normal working hours shall receive compensation for the time spent while appearing for jury duty at their normal hourly rate of pay, but the time the employee spends at jury duty shall not count as time worked for the purposes of computing overtime. Employees who receive compensation for jury service shall remit that compensation to the City.
- C. An employee who is summoned for appearance as a witness as a result of his/her employment with the City during his/her normal working hours shall be deemed to be on duty while appearing as a witness and shall be paid as though at work. Employees who receive a witness fee shall give all such pay to the City.
- D. An employee summoned for appearance as a witness as a result of his/her employment with the City outside of his/her normal working hours shall be compensated for the time spent in transit, in preparation, while waiting to appear, and while testifying, or shall be compensated for two (2) hours, whichever is greater, at the employee's normal rate of pay or at the rate of time and one-half of the employee's normal rate of pay if such time causes the employee to work more than forty (40) hours in the applicable work week.
- E. An employee summoned for appearance at jury duty or as a witness shall report to work before and/or after the scheduled appearance. Employees are expected to notify his/her supervisor immediately upon being released from jury service, and those released from such service with less than two (2) hours remaining in the employee's scheduled work day may request use of vacation time rather than return to work.

Section 9.6: Mileage Allowance

An employee required to keep a private automobile for use in carrying out his/her official duties as a City employee, as well as an employee who is occasionally required to use a private automobile in the execution of his/her official duties as a City employee, shall be reimbursed by the City at the Standard Mileage Rate that is published by the IRS. Employees acknowledge that different rates are established by the IRS for use of personal vehicles when a City vehicle is available.

Prior authorization for use of a private automobile must be obtained from the employee's Department Director.

Employees who seek to use their own vehicle in lieu of an assigned City-owned vehicle must comply with the City's Vehicle Policy.

Section 9.7: Travel Expense

- A. Except where otherwise provided by law, any employee of the City, in performance of his/her duty, shall not receive compensation for expenses of transportation, meals, lodging and incidentals, unless such expenses are incurred under one of the following circumstances:

1. Such employee is required to travel more than two (2) hours away from his/her regularly established headquarters;
2. Such employee is required to attend a meeting or training at which a meal is not served during the meeting or training;
3. Such employee is required to stay overnight for a meeting or training and dinner is not provided; or
4. Where any employee is authorized in advance by the City Manager to attend any school, class, conference, convention, or meeting at which representation or participation will benefit the City and the employee incurs expenses as a result thereof.

B. All travel expenses shall be reimbursed at the rates established by the IRS.

Section 9.8: Uniform and Safety Equipment

- A. If the City requires uniforms to be worn by any employee, the uniforms shall be supplied, replaced, and maintained by the City and employees shall not receive a uniform allowance. Uniform benefits are not PERSable as special compensation.
- B. Department Directors shall prepare a written policy identifying when safety shoes are required to be worn by employees, the style and type of the required shoes, and the amount each employee is permitted to spend on the purchase of required shoes on an annual basis. Where the City requires safety shoes to be worn, the employees shall wear the shoes at all times while on duty.
- C. City will provide prescription lenses as needed for respiration masks and safety goggles.
- D. The City shall provide Occupational Safety and Health Administration (OSHA) approved personal protective equipment and training for employees who are required to work in a hazardous work environment (as defined by OSHA).

Section 9.9: Bilingual Pay

- A. Employees in the Miscellaneous Unit 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 prior to the Effective Date of this MOU shall be paid an additional five percent (5%) above their monthly base pay rate.
 - Interpreters selected after the Effective Date of this MOU 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. The City Manager, in his/her sole discretion, will determine whether an employee who served as a City

interpreter and returns to work after being absent for any reason for more than two (2) consecutive pay periods 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.

Pay under this category is considered special compensation and is PERSable.

Section 9.10 Longevity Pay

- A. Employees in the Miscellaneous Employees Unit who are employed with the City of Atwater for 15-19 years (according to the City's published Seniority List) shall receive an additional 2% above their monthly base pay rate for longevity.
- B. Employees in the Miscellaneous Employees Unit who are employed with the City of Atwater for 20 years or more (according to the City's published Seniority List) shall receive an additional 3% (for a total of 5%) above their monthly base pay rate for longevity.

Pay under this category is considered special compensation and is PERSable.

Section 9.11: Temporary Upgrade

When an employee is assigned by a Department Director to perform duties in addition to those that fall within the employee's job description, the employee shall receive a salary increase of up to ten percent (10%) during the pay period that the employee is actually performing the additional duties on an hour by hour basis. If an employee is not regularly performing the duties of the assignment (defined as performing the duties more than 50% of the time), assignment pay shall be given on an hour for hour basis. If an employee is out of work as a result of an industrial injury, a non-industrial injury, or for any other reason, the employee's assignment pay shall be suspended effective the beginning of the pay period following the last day the employee worked. Assignment pay shall be reinstated the first pay period following the return of the employee to work provided that the employee is cleared to perform the assignment. The actual amount of the salary increase shall be based upon the quantity and quality of the additional duties being performed, as determined in the sole discretion of the City Manager.

Pay under this category is not considered special compensation and is therefore not PERSable.

In instances where the employee is in an acting or interim position and performing the entire essential functions of a higher-level position (and not responsible for his/her regular position), employee shall be placed on the salary range of the higher-level position. In these cases, the temporary upgrade is considered PERSable and shall be reported as such.

Section 9.12: Required Certification

If a test or required training for renewal of a mandatory certification or license is only offered during the normal working hours of an employee, and such certification or license is required by the City for the employee's job classification, the City will pay all costs directly related to taking the required test or participating in the required training including registration fees, course materials, and travel expenses in accordance with the City's Travel Policy. The employee must take the test or

participate in the required training at the site which is closest to Atwater and must give sufficient advance notice to permit the City to cover the employee's absence. If the test or required training is offered outside of the normal working hours of an employee, the employee shall switch/flex their day off to the day of the test or required training within the same workweek on a day that falls before or after the test or required training.

ARTICLE 10: SENIORITY

A. Seniority is defined as the Regular Full-Time and Reduced Hour employee's length of continuous service with the City since his/her last date of hire, except as otherwise provided herein.

In the event that the length of continued service with the City is equal, Seniority for the purpose of layoff will be defined in the following order:

1. Length of service within the department to which assigned.
2. Length of service within the classification to which assigned.
3. Date application for employment was received.
4. Regular Full-Time employees shall have Seniority over Regular Reduced Hour employees with the same length of continuous service.

B. "Continuous service" as used herein means an employee's total continuous length of service with the City since his/her last date of hire without break or interruption, provided that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the California Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this Article.

C. Seniority starts to accrue only when an employee achieves Regular status. Temporary, probationary and seasonal employees do not accrue Seniority. If a temporary, probationary or seasonal employee becomes a Regular employee and satisfactorily completes his/her initial probationary period of employment with the City as a Regular employee, Seniority shall start to accrue on the date established by Section 10.A.

D. A list of Regular employees arranged in order of their Seniority as defined herein shall be maintained and made available for examination by employees. The Seniority list will be revised and updated at the end of each fiscal year. A copy of the same shall be transmitted to the Union.

E. Where two (2) or more employees were appointed on the same date, their Seniority shall be determined in the order in which they filed their application for employment, as determined by the date that appears on the application forms.

ARTICLE 11: SAFETY

A. Both the City and the employees shall ensure that work is performed by all employees with a maximum degree of safety, consistent with requirement to conduct efficient operations.

- B. Each employee covered by this MOU shall comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Any employees involved in, having knowledge of, or witnessing any accident and safety hazard shall immediately report the same to the employee's supervisor or Department Director and shall, if requested, give full and truthful testimony as to same.
- C. The City shall provide copies of all safety rules and regulations to all employees at the time of hire and when updated and shall also have the same available at the following locations: The Corporation Yard, Police Department and City Hall. The City shall review all safety rules and safety practices and update the same as appropriate. The Union and the City shall meet and confer regarding any changes to the safety rules and safety practices pursuant to Section 2.4.
- D. The City shall continue to supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City supplied safety equipment only for the purposes and uses stated in the applicable safety rules and regulations.

ARTICLE 12: DISCIPLINARY ACTION

Section 12.1: General Rules Related to Disciplinary Action

- A. Change in shift assignments shall not be used as a disciplinary measure.
- B. At the employee's request, Memorandums of Counseling and Written Reprimands more than one (1) year old shall be removed from the employee's personnel file following issuance of the employee's performance evaluation that year provided no further incidents of any kind have occurred.
- C. Medical examinations and/or fitness for duty examinations for all employees may be required in the sole discretion of the City Manager as part of the disciplinary process. If required, the cost of such examination shall be paid by the City.

Section 12.2: Procedure for Dismissal, Suspension of More than Three (3) Days, Demotion, or Reduction in Pay

- A. New City Employees - All employees who have not attained the status of Regular employee may be dismissed, suspended, demoted, or reduced in pay at any time and for any reason, in the discretion of the City Manager, without notice of appeal.
- B. Regular Employees – This Section applies to all Regular employees, including those serving in a probationary period due to a promotion or transfer to a new classification. The following procedural steps shall be followed with respect to the City taking action against a Regular employee involving punitive dismissal, suspension of more than three (3) days, demotion, or reduction in pay.
 1. Ten (10) days prior to taking any such action written notice of the proposed action shall be given to the employee. Said notice shall contain the following:
 - a. The proposed action to be taken.

- b. The date set for the proposed action.
 - c. The reasons for the proposed action.
 - d. A copy of the charges and materials upon which the proposed action is based, if any, provided, however, that the names of the complainants and any potential witnesses shall be redacted from the charges and materials provided to the employee. Notwithstanding the foregoing, any written statement which is prepared and signed by a complainant or witness may be disclosed to the employee.
 - e. A statement advising the employee that he/she has a right to respond to the charges, either in writing or orally, to the person imposing the proposed action prior to the time the action is taken and informing the employee that he/she has the right to be represented at all stages of the proceedings by counsel or other person of his/her choice at the employee's expense.
2. The employee may request a *Skelly* hearing to respond to the notice of proposed action. If a *Skelly* hearing is requested, the following rules apply:
 - a. The *Skelly* hearing shall be held within ten (10) days of the request, or at such later date as the employee and the City may agree.
 - b. The City Manager or his/her designee shall serve as the City's official for purposes of conducting the *Skelly* hearing. If a person other than the City Manager serves as the City's official, that person shall be a neutral party who was not involved in the matter at issue and shall have ability to make a binding decision on the matter.
 - c. The employee shall have the right to be represented by counsel or other person of his/her choice at the employee's expense and shall be given the opportunity to respond to the charges and to present any new information for consideration by the City. The employee's response may include witnesses and/or documentation.
 - d. Within a reasonable time following the hearing, the City shall issue a written decision on the matter, a copy of which shall be given to the employee. If the written decision imposes dismissal, suspension or demotion of the employee, the decision shall inform the employee of the date on which such action will be taken.
 - e. Both the City and the employee have the right to request that the time for imposing the action taken be postponed, which request may be granted in the discretion of the City Manager.
3. If action will be taken pursuant to this Section, a Personnel Action Form will be completed and placed in the employee's personnel file.
4. The employee shall have a right to appeal the decision and request arbitration on the proposed action within fifteen (15) working days from the date the employee is notified of the City's decision. The party requesting arbitration shall provide written notice of the request to the other party.

5. The arbitration proceedings shall be conducted by an arbitrator, to be mutually selected by the parties within ten (10) calendar days after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within such time limit and either party continues to demand arbitration, either party may request the California State Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within ten (10) days after receipt of said list, the parties shall confer for the purpose of selecting the arbitrator. Each party shall have the right to strike two (2) names from the list of arbitrators as submitted. The party requesting arbitration shall have the right to strike the first name and the other party shall then strike one (1) name with the same process being repeated so that the person remaining on the list shall be the arbitrator. The arbitration hearing shall be held as soon as the arbitrator, parties, necessary witnesses, and counsel are available.
6. Each party shall have the right to be represented by counsel or other person of his/her choice at that party's expense.
7. The arbitrator shall be requested by the parties to issue a decision within thirty (30) calendar days after the conclusion of the hearing.
8. There shall be no appeal from the arbitrator's decision. The arbitrator's decision shall be final and binding on the Union, the City, and on all Miscellaneous Unit employees, except where there has been an allegation of fraud or similar misconduct by the arbitrator, or where an error appears on the face of the arbitrator's award which causes substantial injustice to one or more of the parties. If the foregoing circumstances exist, the Parties may conduct a second and final arbitration on the same terms and conditions as are stated in this Section.
9. The arbitrator's expenses shall be shared by the parties. In the event that the arbitrator makes a compromised decision, the arbitrator's expenses shall be apportioned to the parties by the arbitrator based on the relative merits of their respective cases. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.
10. Any time limitation provided in this Section may be waived in writing by mutual agreement of the parties or their designated representatives. If either party fails to comply with any time limitation or extension thereof, absent written waiver of same, the appeal shall automatically be resolved in favor of the other party.
11. An aggrieved employee shall have the right to process a grievance pursuant to the provisions of this Section individually, by the Union, and/or by an attorney at law. This arbitration clause shall govern all disputes involving dismissal, suspension of more than three (3) days, demotion, or reduction in pay. The City and employees agree to be bound by this arbitration clause and agree to waive the right to resolve any such dispute by filing a lawsuit in a court of law.

Section 12.3: Procedure for Suspensions of Three (3) Days or Less

For suspension of any employee of three (3) days or less, the procedure shall be as follows:

- A. Ten (10) days prior to taking any such action written notice of the proposed action shall be given to the employee. Said notice shall contain the following:
 1. The proposed action to be taken.
 2. The date set for the proposed action.
 3. The reasons for the proposed action.
 4. A statement that any materials upon which the proposed action is based are available for the employee's inspection, provided, however, that the names of the complainants and any potential witnesses shall be redacted from the charges and materials provided to the employee. Notwithstanding the foregoing, any written statement which is prepared and signed by a complainant or witness may be disclosed to the employee.
 5. A statement advising the employee that he/she has a right to a hearing before the City Manager if requested within five (5) working days after receipt of said notice.
- B. If the employee requests a hearing, the City Manager or his/her designee shall schedule a hearing and advise the employee of the time and place of the hearing. If a person other than the City Manager will hold the hearing, that person shall be a neutral party who was not involved in the matter at issue and shall have ability to make a binding decision on the matter.
- C. The employee shall have a right to be represented at the hearing by a Union representative or other person of his/her choice at the employee's cost.
- D. The decision of the City Manager or his/her designee shall be final.

ARTICLE 13: LAYOFF AND REINSTATEMENT**Section 13.1: Layoffs**

The City Manager may lay off employees when, in his/her sole discretion, a layoff is appropriate for any of the following reasons: lack of work, lack of funds or a change in operations or organization. The following rules apply whenever a layoff occurs:

- A. Layoffs shall be made on the basis of seniority as defined in Article 10 of this MOU. The City shall provide the Union not less than twenty (20) working days' notice of anticipated layoffs.
- B. No Regular employee shall be laid off from any classification while there are temporary, probationary, or seasonal employees working in the same classification.
- C. In the event an employee becomes subject to layoff in his/her classification, he/she shall be permitted to take a position in a lower or equivalent classification for which the employee meets the minimum qualifications, or in a lower classification in which the employee has successfully completed probation and the employee meets the minimum qualifications. The employee shall be paid at that classification's rate of pay. The employee shall have two (2) business days to determine whether to exercise the bumping rights set forth herein. Any employees in such lower or equivalent classification subject to layoff by virtue of the provisions

of this paragraph shall be laid off in accordance with the provisions of paragraphs "A" and "B" of this Section.

D. If proposed layoffs qualify as a reduction in workforce, the City shall comply with all applicable laws.

Section 13.2: Reinstatement

- A. The names of regular employees who have been laid off shall be placed on a layoff list to be maintained by the Personnel Department and shall be eligible for re-employment for a period of one (1) year after the layoff. In the event that the City decides to re-hire for a position in which there has been a previous layoff, the City shall offer to rehire employees from the layoff list in the reverse order of layoff, provided, however, that such employee(s) are fully qualified for the classification based upon the minimum qualifications stated in the job description, as determined in the sole discretion of the City Manager, and further provided such employee(s) return to work within fourteen (14) calendar days after notification of the offer of re-employment.
- B. Where an employee has accepted a position in a lower or equivalent classification by virtue of the provisions of Section 13.1, he/she shall be offered reinstatement to his/her former position if the City elects to rehire for the former position when the same becomes available. Employees qualifying for reinstatement pursuant to this Section shall be reinstated in the reverse order of layoff within two (2) years after the layoff, provided employee meets the minimum qualifications for the position to be reinstated.
- C. Where, by virtue of a layoff, either a Full-Time or Reduced Hour employee takes a position in a lower classification pursuant to the provisions of Section 13.1, such employee shall be credited with classification seniority earned prior to transfer. Where, however, a Full-Time employee takes a Reduced Hour position in the same classification, he/she shall not be laid off until all Reduced Hour employees in such classification have been laid off.
- D. If a position is reclassified, the provisions of this Section will apply if the employee that had been laid off meets the minimum qualifications stated in the job description for the reclassified position, as determined in the sole discretion of the City Manager.

ARTICLE 14: RESIGNATION

Section 14.1: Voluntary Resignation

An employee wishing to resign from City employment in good standing shall file with his/her Department Manager at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the Department Director as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the City. The absence of an employee who fails to give notice shall be reported to the City Manager's office immediately.

Section 14.2: Implied Resignation

An employee who willfully absents himself/herself from work for a period in excess of two (2) consecutive working days without the permission of his/her Department Director or refuses to report for work when scheduled to do so without good cause may be deemed by the City Manager to have resigned from his/her position.

ARTICLE 15: LEAVES**Section 15.1: Leave of Absence without Pay**

A leave of absence without pay may be granted to an employee provided the employee has first used all accruals. All requests for leaves of absence without pay, regardless of length, shall be submitted to the City Manager in accordance with the City's Notification of Absence Policy. Such leaves shall not exceed a period of twelve (12) weeks unless a finding of unusual and special circumstances is made and granting the leave will not cause an undue hardship on the City. Employees on a leave of absence without pay shall be responsible for health premiums while on leave.

This section shall not apply to qualifying leave under the definition of the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Subject to the law, employees are entitled to paid or unpaid leave and do not require City Manager approval. Employees exercising leave under this section must follow the City's FMLA/CFRA policy.

Section 15.2: Leave of Absence – Military

Employees shall be afforded all rights pertaining to military leaves of absence as are required by State and Federal law. A military leave of absence shall not include a leave for civilian employment of any nature.

ARTICLE 16: GRIEVANCE PROCEDURE

It is the policy of the City that all grievances of employees relating to working conditions be resolved at the lowest level of supervision possible depending on the circumstances giving rise to the grievance. All grievances shall be presented in accordance with the following rules, with the presentation to be made at the lowest appropriate step.

- A. Step 1. The employee, with or without the employee representative/certified organization representative, shall discuss the grievance with the employee's immediate supervisor within ten (10) calendar days of the date the grievance arises, or the employee learns of its occurrence. The supervisor shall attempt to resolve the matter and shall respond to the employee within three (3) working days.
- B. Step 2. If the grievance is not settled by the employee's immediate supervisor, it shall be presented in writing by the employee or employee representative/certified organization representative to the employee's Department Director within seven (7) calendar days after the supervisor's response is due. The employee's Department Director shall respond to the employee in writing within three (3) working days.

- C. Step 3. If the grievance still remains unresolved, it shall be presented by employee or employee representative/certified organization representative to the City Manager in writing within seven (7) calendar days after the response of the employee's Department Director is due. The City Manager shall respond in writing to the employee within five (5) working days.
- D. Step 4. If the grievance remains unresolved, either party may, within fifteen (15) calendar days after the reply of the City Manager is due, by written notice to the other, request a hearing before an arbitrator whose decision shall be final and binding on the parties.
- E. Step 5. Arbitration shall be conducted in accordance with Section 12.2.B.5 – 12.2.B.12.

ARTICLE 17: MISCELLANEOUS

Section 17.1: Personnel Reports and Records

- A. The City Manager shall require information relating to personnel actions to be kept and reported on such forms as he/she may direct. All personnel records shall be maintained by the City for at least five (5) years after the termination of the employee's employment.
- B. An employee, or, upon presentation of written authorization from the employee, an employee's representative, shall have access to the employee's official personnel file upon request. Such access shall be during normal working hours and shall be monitored by the City.
- C. Nothing of a derogatory nature shall be placed in the file unless the employee has been given a copy of the material. An employee may respond in writing to such material and the response shall also be placed in the official personnel file.
- D. All requests for verification of employment (for current and prior employees) shall be submitted to the Department of Human Resources. Prior to releasing any information in response to a request for verification of employment, the Human Resources Department shall obtain the written consent of the employee.

Section 17.2: Other Employment

No full-time employee shall engage in any outside employment without first obtaining the permission of the City Manager, which shall not be unreasonably denied. No full-time employee shall engage in outside activity which is incompatible or in conflict with his/her duties to and/or employment with the City.

Section 17.3: Employment of Relatives

Close relatives of employees may not be hired for positions in the same department of City service without prior approval of the City Manager, which may be granted in his/her sole discretion. Only Regular employees are considered in City service for purposes of this Section. For purposes of this Section, the term "close relatives" is intended to include: parents, spouses, domestic partners, partners residing in the same household, children, foster children, siblings, siblings of spouse, spouses of siblings, father-in-law, mother-in-law, grandparents, grandchildren, nephews, nieces, aunts, uncles, first cousins, or spouses of nephews, nieces, aunts or uncles. In the event employment of a close relative is approved by the City Manager, in no case, shall close relatives be in one another's line of supervision.

Section 17.4: Training

A. The City recognizes the need to provide an ongoing program of training for all employees to ensure that they are able to maintain an acceptable level of knowledge, skills, and abilities related to their positions and the performance of their job duties and responsibilities. To this end, the City agrees that job-related training will be equally distributed among classifications according to need. Need shall be evaluated and determined through the development and implementation of an annual training plan within each Department. Where a training program is offered by the City and an employee is requested or required by the City to attend, the City shall pay the cost thereof.

It is agreed that all Regular status employees will receive first consideration for all training provided that such training is relevant to their job duties and classification. It is also agreed that there may be times where a probationary, temporary or seasonal employee may require training in order to perform his/her assigned duties and responsibilities and thus those employees shall be considered for training.

B. The City agrees that employees may desire to enroll in training and/or academic courses that may provide the employee with general or specific skills and/or knowledge that contributes to their ability to perform their current position or enhances promotional opportunities. In those cases, the employee may have one-half (½) of the cost (including course fees, books, materials and tuition) paid by the City if prior approval is obtained from the City Manager. Approved reimbursements shall be made upon successful completion of the course. To participate in this program, employees are required to complete the required City request form and turn it into the Human Resources Department.

Section 17.5: Medical Exams / Fitness for Duty Exams

Medical examinations and/or fitness for duty examinations for all employees may be required in the sole discretion of the City Manager. Such examinations may occur as part of the hiring and disciplinary processes, and before an employee returns to work following an injury. If required, the cost of such examination shall be paid by the City.

Section 17.6: Subcontracting

The City may consider subcontracting for work or service normally performed by employees of the Miscellaneous Employees Unit for justifiable business purposes. Whenever the City proposes to do so, the Union will be notified no later than sixty (60) calendar days prior to the date of subcontracting. The Union will have the right to meet with the City to discuss the proposed action. In the event of a vacancy in any position, the City may subcontract to fill said position on a temporary basis not to exceed sixty (60) days upon giving the Union seven (7) days written notice.

Section 17.7: Discriminatory Workplace Harassment Policy

The City has a Discrimination and Workplace Harassment Policy, which has been implemented to protect the interests of all employees. All employees shall comply with the terms of the Policy. The City is a member of the Employer Risk Management Authority (ERMA) through its membership in the Central San Joaquin Valley Risk Management Authority. The City will investigate all complaints of harassment and wrongdoing in the workplace.

Section 17.8: Political Activities of Public Employees

Members are prohibited from engaging in political activities during working hours and/or on the employer's premises.

1. Engaging in political activities consists of, but is not limited to the following:
 - a. Posting on social media platforms showing support of one political party over another.
 - b. Workplace discussions about politics shall be limited to meal and/or rest periods so that it does not hinder work performance.
 - c. City employees and officials shall not attend political activities outside of working hours in work uniform.
 - d. Using Agency resources for any Partisan Politics.
 - e. Wearing political attire advocating a particular candidate, party or position on a political issue:
 - i. Baseball caps.
 - ii. Shirts.
 - iii. Sweaters.
 - iv. Face masks.
 - v. Etc.

ARTICLE 18: CONCERTED ACTIVITIES

- A. It is agreed and understood that there shall be no concerted activities during the term of this Agreement, including strikes, work stoppages, slowdowns, or other willful interference with the operations of the City, in accordance with the California Supreme Court's rulings in this area.
- B. The City agrees not to lock out the members of the Miscellaneous Employees Unit during the terms of this Agreement.
- C. The Union recognizes the provisions of this MOU.

ARTICLE 19: CITY RIGHTS

- A. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services in all respects subject to the terms of this MOU.
- B. The City Manager and Department Directors have, and will continue to retain, exclusive decision-making authority on matters not officially and expressly modified by specific provisions of this MOU, and such decision-making shall not in any way, directly or indirectly, be subject to the Grievance procedure contained herein.
- C. The exclusive rights of the City shall include, but not be limited to, the following right: to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials, to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU, to direct its employees, to take disciplinary action

for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 20: CONCLUSIVITY

- A. This MOU is the sole and entire agreement between the City and the Union and shall supersede all prior Memoranda of Understanding for the Miscellaneous Employees Unit. Wherever there is a direct conflict, this MOU shall supersede all existing personnel rules, regulations and resolutions.
- B. Benefits and working conditions provided for by this MOU shall not vest in/to the Union or an employee but shall remain in full force and effect only for the term of the MOU except as otherwise provided herein.
- C. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained in this MOU shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto.

ARTICLE 21: SAVINGS CLAUSE

If any provision of this MOU, or any addendum or side letter hereto should be held to be invalid by operation of law, or by a court of competent jurisdiction, or if compliance or enforcement of any provision of this MOU should be restrained by such court or by the enactment of superseding rule, regulation, law or order by any governmental authority other than the City, such provision shall immediately be suspended and shall be of no force or effect, and the parties shall be immediately suspended and be of no force and effect, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such provision. Invalidation of this MOU or any provision hereof shall not invalidate any remaining portions unless those remaining portions were contingent upon the operations of the invalidated section.

ARTICLE 22: TERM OF AGREEMENT

- A. This MOU shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2027.
- B. In the event a notice of intent to modify or terminate this MOU is served by a party, negotiations shall begin as soon as mutually acceptable, but no later than sixty (60) days prior to the applicable date set for termination of this MOU (i.e. June 30 of the relevant year). Upon mutual agreement, the parties may exchange their respective written proposals for modifying the Agreement at least seven (7) days in advance of the first scheduled meeting.
- C. This MOU shall remain in full force and effect during the period that negotiations are underway until such time as a successor agreement is executed by the parties.

D. During the Term of this MOU, either party retains the right to reopen the MOU for any reason. Requests to reopen the MOU may occur up to two (2) times in a fiscal year. Negotiations shall begin no later than thirty (30) days from the date of receipt of the request.

ARTICLE 23: DEFINITIONS

The words and terms defined in this Section shall have the following meanings. Any term not defined herein which is defined in the MMBA shall have the meaning set forth therein.

- A. "Bargaining Unit" shall mean a unit of Regular status City employees for the purposes of representation in employer-employee relations matters.
- B. "Business Agent" shall mean the person designated by the Certified Employee Organization to represent the Certified Employee Organization and the employees in the Miscellaneous Employees Unit with respect to wages, hours, terms and conditions of employment.
- C. "Certified Employee Organization" shall mean an employee organization which has been recognized for representation purposes pursuant to the procedures set forth in Resolution No. 2581-10.
- D. "City" shall mean the City of Atwater, a political subdivision of the State of California, and where appropriate in this MOU, "City" refers to the City Council and/or City Manager.
- E. "City Council" shall mean the City Council of the City of Atwater.
- F. "City Manager" shall mean the administrative head of the government of the City appointed by the City Council. Powers, rights, and duties of the City Manager established in this MOU may be delegated by the City Manager, in his/her sole discretion to another City employee.
- G. "Confidential Employee" shall mean any employee who has access to confidential information contributing significantly to the development of management positions.
- H. "Consult" shall mean the verbal or written communication for the purpose of presenting and obtaining views or advising of intended actions.
- I. "Disability" shall mean any illness, injury (other than an injury falling under workers' compensation guidelines) or disability which incapacitates the employee or renders the employee incapable of performing the duties of his/her position, even with a reasonable accommodation, as certified to by a licensed physician.
- J. "Employee" shall mean any Regular status employee of the City subject to this MOU.
- K. "Employee Relations" shall mean the employment relationship between the City and its employees and their certified and/or exclusive employee organization.
- L. "Exclusive Representative" shall mean an employee organization selected by the Miscellaneous Employees Unit to be the sole representative of all employees in that Unit pursuant to the procedures set forth in Resolution No. 2581-10 (as may be amended from time to time) and Government Code § 3502.5. The Exclusive Representative shall be the sole

representative of all employees in the Miscellaneous Employees Unit and shall represent all employees of the Unit, except that an employee of the Unit shall have the right to represent him/herself in his/her employment relations with the City.

- M. "Fact-finding" shall have the definition set forth in the MMBA.
- N. "FLSA" shall mean the Fair Labor Standards Act.
- O. "Full-Time Employee" shall mean an employee assigned to a position for an indefinite period of time whose schedule requires a normal work week of forty (40) hours of work.
- P. "Grievance" shall mean any disagreement concerning the interpretation or application of a written memorandum of understanding or of personnel rules, department rules, and regulations governing personnel practices or working conditions, and the procedure shall be established in the Personnel Rules. An impasse in meeting and conferring upon the terms of a proposed memorandum of understanding is not a grievance.
- Q. "Impasse" shall have the definition set forth in the MMBA.
- R. "Management Employee" shall be those employees specified in the City's Personnel Rules and Regulations.
- S. "Mediation" shall have the definition set forth in the MMBA.
- T. "Meet and Confer" shall have the definition set forth in the MMBA.
- U. "MMBA" shall mean the Meyers-Milias-Brown Act (California Government Code § 3500, *et seq.*, as amended).
- V. "Payroll Deduction" shall mean an arrangement under which the City deducts from the salary of the employee sums of money for various purposes including dues or service fees.
- W. "Probationary Employee" shall mean an individual appointed to a position which requires successful completion of a probationary period, as described in Article 5, and who has not yet successfully completed the probationary period.
- X. "Reduced Hour Employee" shall mean an employee assigned to a position for an indefinite period of time whose schedule requires a normal work week of less than forty (40) hours of work.
- Y. "Regular Employee" shall mean an employee assigned to a position, other than a temporary or seasonal position, for an indefinite period of time and who has successfully completed the initial probationary period described in Article 5.
- Z. "Representative" shall mean a person who is authorized and designated by the certified employee organization to represent the Miscellaneous Employees Unit in dealing with the City.

AA. "Seasonal Employee" shall mean an individual assigned to a position which is established for a specified season.

BB. "Seniority" shall mean the employee's length of continuous service with the City since his/her last date of hire, except as otherwise provided in Article 10.

CC. "Supervisory Employee" shall mean any employee who is not a member of the Miscellaneous Employees Unit having authority to exercise independent judgment in the interest of the City to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or having the responsibility to direct them or to adjust grievances or to effectively recommend such action, if, in connection with the foregoing the exercise of such authority is not merely routine or clerical in nature and requires the use of independent judgment.

DD. "Temporary Employee" shall mean an employee assigned to a position which is established for a specified period of time.

EE. "Workers' Compensation Injury" shall mean an injury suffered by an employee in the course of performing his/her job duties, which is covered by California's workers' compensation laws.

APPENDIX A
MISCELLANEOUS UNIT CLASSIFICATIONS

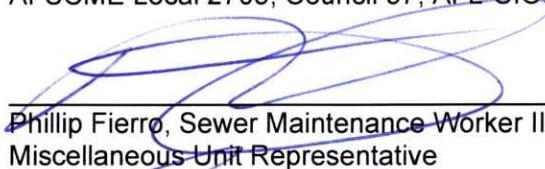
Account Clerk I/II/III
Accountant I/II
Accounting Technician
Administrative Assistant I/II
Assistant Planner
Associate Planner
Building Inspector
Building Maintenance Worker I/II/III
Building Permit Technician I/II
Civil Engineering Assistant
Civil Engineering Associate
Code Enforcement Officer
Executive Assistant
Mechanic I/II
Office Assistant
Parks Maintenance Worker I/II/III
Payroll Technician
Planning Technician
Project Accountant/Successor Agency Assistant
Recreation Coordinator
Recreation Leader
Sewer Maintenance Worker I/II/III
Streets Maintenance Worker I/II/III
Systems Technician
Water Systems Operator I/II/III
Water Systems Pump Operator

[signatures on following page]

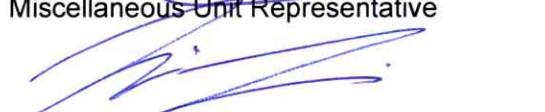
FOR THE UNION:



Gary Ferraris, Union Representative
AFSCME Local 2703, Council 57, AFL-CIO



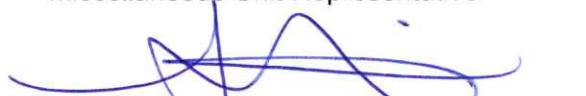
Phillip Fierro, Sewer Maintenance Worker II
Miscellaneous Unit Representative



Michael Lewis, Mechanic II
Miscellaneous Unit Representative



Stephanie Ruiz, Building Permit Technician II
Miscellaneous Unit Representative



Joseph Murillo, Accounting Technician
Miscellaneous Unit Representative

FOR THE CITY:

Chris Hoem, City Manager
City of Atwater

Jana R. Sousa, Human Resources Director
City of Atwater

APPROVED AS TO FORM:

Frank Splendorio, City Attorney
City of Atwater



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: October 27, 2025

TO: Mayor and City Council

FROM: Christopher Hoem, City Manager

PREPARED BY: Jim Vang, Civil Engineering Assistant

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

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3576-25 approving Amendment No.1 with CCME, Inc., in a form approved by the City Attorney, by increasing the not-to-exceed amount by an additional \$100,000 for Race Communication Fiber Installation Project; and authorizing the City Manager to execute Amendment No.1 on behalf of the City.

I. BACKGROUND/ANALYSIS:

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

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

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

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

Amendment No.1 is increasing the construction services budget by \$100,000 for a total compensation not to exceed \$281,609.03, to cover the remaining portion during construction and the post construction services. Race Communication is in construction and anticipated to be completed in the first quarter of 2026.

II. FISCAL IMPACTS:

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

Race Communication.

This item has been reviewed by the Finance Director.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

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

V. ALTERNATIVES:

VI. INTERDEPARTMENTAL COORDINATION:

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

Upon City Council Approval, City Council will direct the City Manager or his designee to execute Amendment No.1 with CCME Inc.

Approved and submitted by:



Chris Hoem, City Manager

Attachments:

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



**CITY COUNCIL
OF THE
CITY OF ATWATER**

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AMENDMENT NO. 1 TO TASK ORDER NO. 1 WITH CCME, INC. FOR THE RACE COMMUNICATION FIBER INSTALLATION PROJECT

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atwater does hereby approve Amendment No. 1 with CCME, Inc., in a form approved by the City Attorney, by increasing the not-to-exceed amount by an additional \$100,000; and authorizes and directs the City Manager or his designee to execute all contract documents on behalf of the City.

The foregoing resolution is hereby adopted this 27th day of October 2025.

AYES:

NOES:

ABSENT:

APPROVED:

MIKE NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

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

This First Amendment to Task Order No. 1 ("Amendment No. 1") is made and entered into as of this _____ day of _____, 2025, by and between City of Atwater ("City") and CCME, Inc. ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

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

Amendment

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

1. Definitions. All capitalized terms used in this First Amendment not defined in this First Amendment shall have the same meaning as set forth in the Existing Agreement.
2. Task Order No. 1 is hereby modified with the following:
 - 1) Increase Dollar Amount of Task order No.1 by \$100,000 for a total compensation not to exceed \$281,609.03.
3. Continuing Effect of Agreement. All provisions of the Original Agreement and the Existing Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Frist Amendment, whenever the term "Agreement" appears in the Existing Agreement, it shall mean the Existing Agreement as amended by this First Amendment.
4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

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

CITY OF ATWATER

Approved By:

Date

CCME, INC.

Approved By:

Date



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: October 27, 2025

TO: Mayor and City Council

FROM: Christopher Hoem, City Manager

PREPARED BY: Scott Ruffalo, Assistant Planner

SUBJECT: **Approving an Encroachment Agreement between the City of Atwater and Mohan S. Sodhi and Juginder K. Sodhi for Use and Improvement of the City Alley and Drain Ditch Area Adjacent to APN 001-011-004 (City Manager Hoem)**

RECOMMENDED COUNCIL ACTION

Adoption of Resolution No. 3577-25 approving an Encroachment Agreement between the City of Atwater and Mohan S. Sodhi and Juginder K. Sodhi, in a form approved by the City Attorney, for the use and improvement of the City alley and drain ditch area adjacent to APN 001-011-004; and authorizes and directs the City Manager to execute the agreement on behalf of the City.

I. BACKGROUND/ANALYSIS:

The City has received a request from property owners Mohan S. Sodhi and Juginder K. Sodhi (Permittee) to install and maintain improvements within City-owned right-of-way areas adjacent to their property at 1911 Atwater Blvd. (Assessor's Parcel No. 001-111-004). The proposed improvements include pavement and striped walkways, a trash enclosure, parking improvements, and a drive-through within the existing alley.

To facilitate this development while protecting the City's interests, staff and the City Attorney's office have prepared an Encroachment Agreement that:

1. Grants the Permittee the right to construct and maintain the specified improvements;
2. Requires maintenance of insurance and indemnification to protect the City from liability;
3. Allows the City access to the right-of-way and requires relocation of improvements if they interfere with City operations; and
4. Runs with the land, binding current and future property owners, with termination provisions to ensure removal and restoration if necessary.

The agreement provides a clear framework for the Permittee to proceed with the proposed development application while preserving the City's rights and ensuring that any impacts to the right-of-way are addressed. Staff recommends approval of the Encroachment Agreement.

II. FISCAL IMPACTS:

There is no direct cost to the City associated with this Encroachment Agreement. All construction, maintenance, and potential relocation of the improvements within the right-of-way will be the responsibility of the Permittee. The agreement requires the Permittee to carry general liability and workers' compensation insurance naming the City as additional insured, which mitigates potential financial risk to the City. In the event the Permittee fails to comply with removal or restoration obligations upon termination, the City may recover costs, including legal fees, from the Permittee.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

This item supports two objectives in the City's Strategic Plan, including #2 "Promote Safety, Stability, and Quality of Life" and #5 "Promote Economic Development".

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 comment on this item prior to City Council action.

VIII. ENVIRONMENTAL REVIEW:

The proposed Encroachment Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines. The improvements are located within the City's urbanized area on land that is already served by existing public utilities and infrastructure, are consistent with the General Plan and zoning designations, and would not result in any significant effects related to traffic, noise, air quality, or water quality. Therefore, no further environmental review is required.

IX. STEPS FOLLOWING APPROVAL:

Following approval of the encroachment agreement, the City Manager will execute the agreement on behalf of the City.

Approved and submitted by:



Chris Hoem, City Manager

Attachments:

1. XXXX-25 Sodhi Encroachment Agreement
2. Sodhi Encroachment Agreement



CITY COUNCIL OF THE CITY OF ATWATER

RESOLUTION NO. XXXX-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING AN ENCROACHMENT AGREEMENT BETWEEN THE CITY OF ATWATER AND MOHAN S. SODHI AND JUGINDER K. SODHI FOR USE AND IMPROVEMENT OF THE CITY ALLEY AND DRAIN DITCH AREA ADJACENT TO ASSESSOR'S PARCEL NUMBER 001-011-004

WHEREAS, the City of Atwater ("City") is the owner of certain public right-of-way areas including a strip of land designated "Drainage Ditch" and an alley adjacent to Assessor's Parcel Number ("APN") 001-011-004, as described in Exhibit A-1 and depicted in Exhibit A-2 of the attached Encroachment Agreement, which is incorporated herein; and

WHEREAS, the property owners, Mohan S. Sodhi and Juginder K. Sodhi ("Permittee"), have requested authorization to install and maintain certain improvements within portions of said right-of-way areas in connection with development of their property located at 1911 Atwater Boulevard (APN 001-111-004); and

WHEREAS, the proposed improvements include a public pedestrian and bicycle connector, pavement and striped walkways, a trash enclosure, parking improvements, and a drive-through, collectively referred to as the "Improvements"; and

WHEREAS, the Encroachment Agreement grants the Permittee permission to construct and maintain the Improvements within the defined encroachment areas while preserving the City's right to use, access, and maintain its right-of-way; and

WHEREAS, the Agreement requires the Permittee to maintain appropriate insurance coverage, indemnify the City, and assume full responsibility for construction, maintenance, and any necessary relocation of the Improvements at their own expense; and

WHEREAS, the Agreement is intended to run with the land and remain binding on future property owners, ensuring continued protection of the City's interests; and

WHEREAS, the project qualifies for exemption from the California Environmental Quality Act (CEQA) under Section 15332 (In-Fill Development Projects) of the CEQA Guidelines, as it is located within the City's urbanized area, is consistent with the General Plan and zoning designations, and would not result in significant environmental impacts; and

WHEREAS, the City Council finds that approval of the Encroachment Agreement is in the public interest and supports orderly development while maintaining City oversight of improvements within public right-of-way areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Atwater does hereby approve an Encroachment Agreement between the City of Atwater and Mohan S. Sodhi and Juginder K. Sodhi for the use and improvement of the City alley and drain ditch area adjacent to APN 001-011-004; and authorizes and directs the City Manager to execute the agreement on behalf of the City.

The foregoing resolution is hereby adopted on the 27th day of October 2025.

AYES:

NOES:

ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK

*Recorded at the request of and when recorded
return to:*

City of Atwater
1350 Broadway Ave.,
Atwater, CA 95301
Attn: Spencer Supinger
PE, ENV SP, Contract City Engineer

Location: City/Unic _Atwater

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ENCROACHMENT AGREEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF MERCED)

This **ENCROACHMENT AGREEMENT** (hereinafter “Agreement”) is entered into this ____ day of _____, 2025 (“Effective Date”), by and between the **City of Atwater**, a municipal corporation, whose mailing address is 1350 Broadway Avenue, Atwater, CA 95301 (hereinafter “the City”), and **Mohan S. Sodhi and Juginder K. Sodhi**, individuals, whose mailing address is 1911 Atwater Blvd., Atwater, CA 95301 (hereinafter “Permittee”).

WHEREAS, City is the owner of certain right of way improved with a drainage ditch (referred to herein as the “Drainage ROW”) and certain right of way improved with an abandoned alleyway (referred to herein as the “Alley ROW”), each as described in Exhibit A-1 and depicted in Exhibit A-2. The Drainage ROW and Alley ROW are referred to herein collectively as the “Right-of-Way Areas”); and

WHEREAS, Permittee is the owner of certain real property referred to as Assessor's Parcel No. 001-111-004 described on "Exhibit "B" (the "Property") desires permission from the City to install and maintain on the Drainage ROW: (i) a public pedestrian and bike connector, and associated improvements; (ii) asphalt on the north and concrete on the south of the Drainage ROW; (iii) a striped walkway on the northern/west side of the Drainage ROW; (iv) a trash enclosure; (v) parking improvements; (vi) removal of an existing curb and install a curb cut and vehicle exit on the southwest portion of the Drainage ROW (collectively the "Drainage ROW Improvements"); and (vii) to install and maintain on the Alley ROW, a drive-through (the "Alley ROW Improvements") (the Drainage ROW Improvements and the Alley ROW Improvements are referred to herein collectively as the "Improvements"), within said Right-of-Way Areas, each as more particularly described in "Exhibit A-2" attached hereto (hereinafter, each, an "Encroachment Area" and collectively, the "Encroachment Areas") in connection with a proposed development on the Property; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Right to Construct Encroaching Improvements**

Permittee shall have the right to construct and maintain the Improvements within the Encroachment Areas as set forth above. Except with respect to maintenance and repairs, as reasonably determined by Permittee, Permittee shall not modify or alter either the Improvements or the Encroachment Areas, nor construct or permit additional encroachments or improvements within the Encroachment Areas or Right-of-Way Areas, without the City's prior written approval, which approval may be withheld in City's sole and absolute discretion. As used in this Agreement, encroachments include, but are not limited to, pits, wells, reservoirs, quarries, mines, foundations, dumps, mounds, buildings, structures, fences, shrubs, trees, bushes, or improvements of any kind (whether permanent or temporary).

2. **No Interference with the City's Use**

Permittee shall not unreasonably interfere with or obstruct the City's use of the Right-of-Way Areas or injure or unreasonably interfere with any person or property on or about said Right-of-Way Areas, provided, however, the parties acknowledge and agree City does not currently use the Alley ROW. Except as expressly set forth herein, Permittee acknowledges that this Agreement shall in no way alter, amend, or terminate the rights and privileges of the City under said Right-of-Way Areas.

3. **Insurance**

Permittee, or its contractors responsible for the construction of the Improvements, shall maintain General Liability Insurance with minimum limits of \$2,000,000 per location, per occurrence, \$3,000,000 per location aggregate, for bodily injury, personal injury, and property damage, naming the City as Additional Insured. All policies maintained by Permittee hereunder shall waive all rights of subrogation in favor of the City. Further, Permittee shall at all times maintain in effect Workers Compensation Insurance as required by law and said policy shall waive all rights of subrogation in favor of the City. Certificates indicating the required insurance of Permittee and its contractor will be provided to the City within five (5) business days after written request therefor.

4. **Indemnity**

Permittee shall indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or connected with the Improvements or performance of this Agreement including, but not limited to, the existence, construction, or maintenance of the authorized Improvements by Permittee or Permittee's employees, officers, officials, agents, transferees or independent contractors, except when such liability is caused solely by the gross negligence or willful misconduct of the City, its officers, employees, or agents.

5. **Relocation of Improvements**

At such times as, in the opinion of the City, said Improvements, or any one of them, interfere with the City's use of or operations on or about the Right-of-Way Areas, Permittee shall, at its own risk and expense, within sixty (60) days after written request by the City, relocate the Improvement(s) in question and shall restore the Encroachment Areas and/or Right-of-Way Areas as nearly as possible to the same state and condition it was in prior to the construction and relocation of the Improvements.

6. **The City's Right to Access Property**

Nothing herein shall be construed to limit City's use of the Right-of-Way, and City shall have no liability hereunder for any damage occasioned to the Improvements so long as such damage is not caused solely by the gross negligence or intentional misconduct of City.

7. Agreement Runs with the Land

So long as Permittee or any successor owner of the Property is not in default hereunder, this Agreement shall run with the land and be binding on all future owners of the Property. Prior to a sale, lease, or license by Permittee of all or a portion of the Property, Permittee shall notify the City of Permittee's intent to transfer said Property in accordance with the notice provisions in Section 11.

8. Amendments in Writing

This Agreement may only be amended by a writing specifically referencing this Agreement and signed by both Permittee and the City or their successors, legal representatives, assignees or transferees.

9. Termination of Agreement

(a) Upon the violation by Permittee of any of the terms and conditions set forth herein and the failure to remedy the same within thirty (30) days after written notice from the City to do so, then, at the option of the City, this Agreement and the rights herein granted to Permittee shall terminate.

(b) the City or Permittee may terminate this Agreement by giving the other party written notice of termination, not less than sixty (60) days prior to a designated termination date. Upon the termination of the rights herein granted, Permittee shall at its own risk and expense remove said Improvements and restore said Right-of-Way Areas as nearly as possible to the same state and condition it was in prior to any construction of said Improvements. If Permittee should fail to do so within sixty (60) days after such termination, the City may do so at the risk of Permittee, and all cost and expense of such removal and the restoration of said Right-of-Way Areas as aforesaid shall be paid by Permittee upon demand. Further, in case of a legal proceeding to enforce or collect the same, Permittee also agrees to pay the City reasonable attorneys' fees to be fixed and allowed by the court.

10. The City's Interest Recognized

Permittee hereby recognizes the City's interest in said Right-of-Way Areas and agrees never to assail or resist the City's interest therein.

11. Notices

All notices and other communications required under this Agreement shall be in writing, and delivered personally or sent certified mail to the party set forth below:

The City of Atwater

Attn: Spencer Supinger, PE, ENV SP
Contract City Engineer
1350 Broadway Ave.
Atwater, CA 95301

Permittee

Attn: _____

Notice will be deemed effective when received. Any change in address may be accomplished by delivery of notice in compliance with this Section.

12. Subject to other Agreements

This Agreement is made subject to all valid and existing licenses, leases, grants, exceptions, reservations and conditions affecting said Right-of-Way Areas as of the Effective Date.

[Signatures on Following Page]

SIGNATURE PAGE TO ENCROACHMENT AGREEMENT
Drain Ditch – Sierra Vista Subdivision No. 4

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but have agreed that it shall be effective as of the Effective Date first set forth above.

THE CITY OF ATWATER,
a municipal corporation

PERMITTEE

By: _____

By: _____

Name: _____

Name: Mohan S. Sodhi

Title: _____

Date: _____

Date: _____

By: _____

Name: Juginder K. Sodhi

Date: _____

EXHIBIT A-1

RIGHT-OF-WAY/ENCROACHMENT AREAS DESCRIPTION

Drainage ROW

A portion of a strip of 50-ft wide designated "Drain Ditch" as shown on the map entitled "Map of Sierra Vista Subdivision No. 4, Comprising Lots 115, 116 & 174 of Sierra Vista Addition No. 3 to the Town of Atwater" recorded as Volume 7 of Official Plats, Page 61, Merced County Records, lying in Section 2, Township 7 South, Range 12 East, Mount Diablo Meridian, City of Atwater, County of Merced, State of California, described as follows:

COMMENCING at the most Southerly corner of Lot 175 as shown on said "Map of Sierra Vista Subdivision No. 4"; thence North $65^{\circ}18'30''$ West along the Southwesterly line of said Lot 175, a distance of 150.65 feet to the Easterly line of said 50-ft wide Drain Ditch; thence leaving last said line North $24^{\circ}41'30''$ East 10.00 feet to **THE POINT OF BEGINNING**; thence 10.00 feet Northeasterly at right angles and parallel with the Northeasterly line of Atwater Boulevard (formerly California State Highway) North $65^{\circ}18'30''$ West 50.00 feet to the Westerly line of said Drain Ditch; thence along the Westerly lines and its extension of said Drain Ditch the following three (3) courses: (1) North $24^{\circ}41'30''$ East 5.12 feet; (2) North $02^{\circ}25'00''$ East 225.52 feet to the Westerly angle point of said Drain Ditch as shown on said "Map of Sierra Vista Subdivision No. 4"; (3) continue North $02^{\circ}25'00''$ East 29.34 feet to the calculated Southwesterly line of Olive Avenue based on the Northeasterly line of said Olive Avenue as shown on Book 80 of Parcel Maps, Page 12, Merced County Records, said calculated point is lying on a non-tangent curve concave to the Northeast having a radius of 267.00 feet and a radial bearing of South $29^{\circ}33'04''$ West; thence along the calculated Southwesterly line of Olive Avenue the following two (2) courses: (1) along said curve through a central angle of $04^{\circ}51'34''$ an arc distance of 22.65 feet; (2) South $65^{\circ}18'30''$ East 31.81 feet to the Easterly line of said 50-ft Drain Ditch; thence leaving last said line South $02^{\circ}25'00''$ West along the Easterly line of said 50-ft Drain Ditch a distance of 243.19 feet; thence continue along said Easterly line South $24^{\circ}41'30''$ West 14.96 feet to **THE POINT OF BEGINNING**.

Containing a net area of 0.30 acre, more or less.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, and easements of record, if any.

Alley ROW

A portion of the strip of land identified as "20 FT. ALLEY." between Lot 175 and Lots 176 through 179 as shown on certain map entitled "Map of Sierra Vista Subdivision No. 4" filed in Volume 7 of Official Plats, at Page 61, Merced County Records, situated in Section 2, Township 7 South, Range 12 East, Mount Diablo Base and Meridian, City of Atwater, County of Merced, State of California, more particularly described as follows:

BEGINNING at the most southerly corner of said "20 FT. ALLEY.", which is also the most easterly corner of said Lot 175; Thence along the southerly line of said "20 FT. ALLEY." and the northerly line of said Lot 175, North 65°18'30" West, a distance of 187.30 feet to the easterly line of a 50 foot wide strip of land designated "Drainage Ditch" on said map;

Thence along said easterly line, North 02°25'00" East, a distance of 10.81 feet to a line being parallel with and 10.00 feet northerly of said southerly line of said "20 FT. ALLEY.;"

Thence along said parallel line, South 65°18'30" East, a distance of 191.40 feet to the westerly line of a "40 FT. AVENUE." as shown on said map;

Thence along said westerly line, South 24°41'30" West, a distance of 10.00 feet to the **POINT OF BEGINNING**.

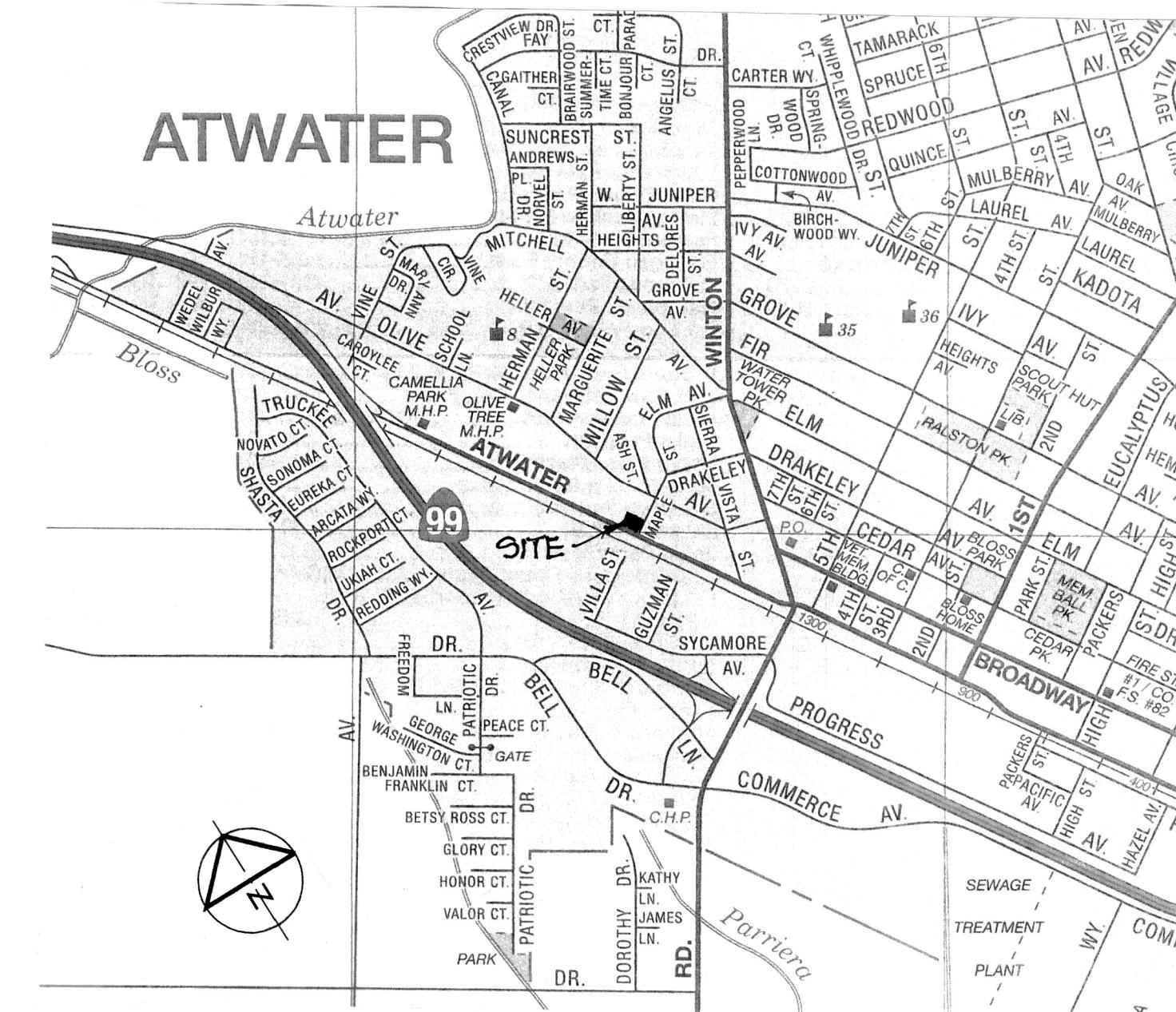
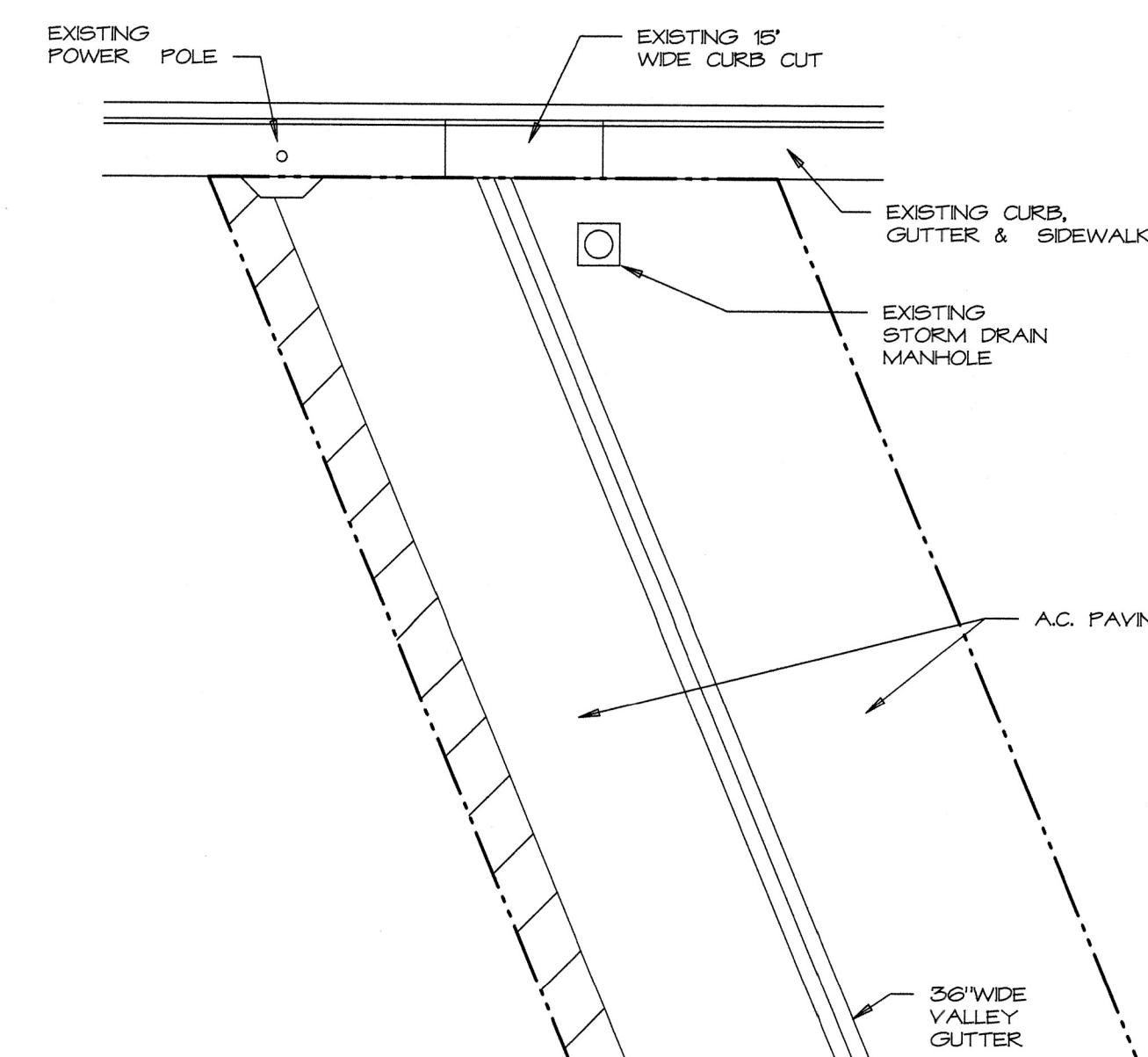
Containing 1,894 square feet, more or less.

EXHIBIT A-2

DEPICTION OF ROW/ENCROACHMENT AREAS

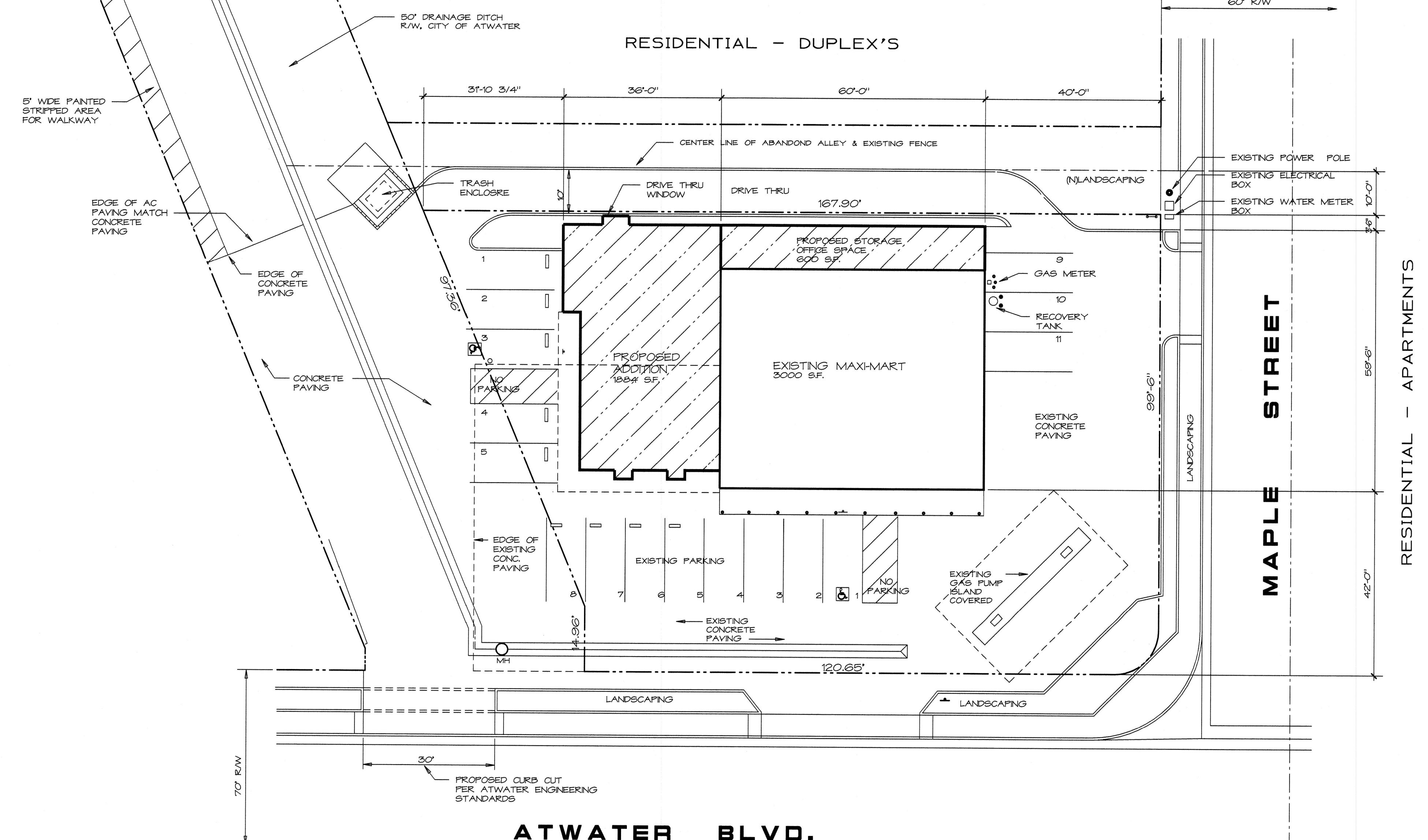
(See map on subsequent page.)

OLIVE AVENUE



VICINITY MAP

RESIDENTIAL - DUPLEX'S



ATWATER BLVD.

SOUTHERN PACIFIC RAILROAD

APN 001-111-004

PARV SODHI
911 ATTWATER BLVD.
ATTWATER, CALIFORNIA 95301
PHONE (209) 769-4625

DATE: JUN 10 2025

REVISIONS:

11. *What is the primary purpose of the following statement?*

1000

Page 108 of 263

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

Lot 176 of "SIERRA VISTA SUBDIVISION NO. 4" as per map filed October 29, 1920 in Book 7 of Maps, Page 61, Merced County Records.

EXCEPTING THEREFROM: The Southeast 20 feet as shown on Commissioner's report filed September 7, 1924, Series no. 6066, and as granted to City of Atwater by deed from Sierra Vista Company, recorded April 16, 1925 in Book 99 of Official Records, Page 245.

APN: 1-111-04



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: October 27, 2025

TO: Mayor and City Council

FROM: Richard McEachin, Police Chief

PREPARED BY: Richard McEachin, Police Chief

SUBJECT: **Approving a Purchase Agreement (Purchase Order) with Axon Enterprise, Inc. for Two (2) Fleet 3 cameras for New Patrol Cars (Police Chief McEachin)**

RECOMMENDED COUNCIL ACTION

Approves a Purchase Agreement (Purchase Order) with Axon Enterprise, Inc. of Scottsdale, Arizona for two (2) Axon Fleet 3 cameras to be installed into new patrol vehicles, in the total amount of \$60,479.43: and authorizes and directs the City Manager to execute the Agreement (Purchase Order) on behalf of the City.

I. BACKGROUND/ANALYSIS:

In 2024, the City of Atwater purchased Axon Fleet 3 dash cameras for 10 of the Police Department's patrol vehicles. This left the two oldest vehicles without cameras due to the expected retirement of those two vehicles. With the upcoming lease of four new patrol vehicles, the Department needs to purchase two additional cameras in order to have the entire patrol fleet outfitted with cameras.

In addition to the capability to record audio and video of both the road in front of the vehicle and the rear (prisoner) seat area, these cameras have Automated License Plate Reader (ALPR) capabilities. They constantly scan license plates as the vehicle moves, alerting the officer of a stolen vehicle hit. The data can be accessed at a later time as well, allowing for investigative information on a license plate that may be wanted in relation to a crime.

II. FISCAL IMPACTS:

The total cost for the purchase and installation of the two camera systems, as well as wiring needed to move two cameras from retiring patrol cars to new patrol cars, is \$60,479.43, payable over 8 years. The first payment of \$8,656.70 would be due in January 2026. The remaining payments of \$6,477.83 per year would be due each September through 2034. The cameras would be paid for using Measure B funds out of account 0004-2021-6021-Machinery and Equipment.

This item has been reviewed by the Finance Director.

III. LEGAL REVIEW:

This item has been reviewed by the City Attorney.

IV. EXISTING POLICY:

Atwater Police Department Lexipol policy 415 regulates the usage of ALPR data. Policy 423 regulates the usage of Mobile Audio/Video devices in police vehicles.

V. ALTERNATIVES:

The alternative would be to not equip two of the new patrol vehicles with dash cameras.

VI. INTERDEPARTMENTAL COORDINATION:

N/A

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

If approved, the Axon Fleet 3 cameras will be ordered and installed to the vehicles once they arrive.

Submitted by:



Richard McEachin, Police Chief

Approved by:



Chris Hoem, City Manager

Attachments:

1. Axon Fleet 3 camera quote 10-6-25



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-722942-45936AS

Issued: 10/06/2025

Quote Expiration: 12/26/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 113455

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Atwater Police Dept. - CA 750 Bellevue Rd Atwater, CA 95301-2859 USA	Atwater Police Dept. - CA 750 Bellevue Rd Atwater CA 95301-2859 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Rich McEachin Phone: 209-357-6384 Email: rmceachin@atwater.org Fax:

Quote Summary

Program Length	104 Months
TOTAL COST	\$58,697.04
ESTIMATED TOTAL W/ TAX	\$60,479.43

Discount Summary

Average Savings Per Year	\$1,312.38
TOTAL SAVINGS	\$11,373.94

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$8,458.56	\$198.14	\$8,656.70
Sep 2026	\$6,279.81	\$198.02	\$6,477.83
Sep 2027	\$6,279.81	\$198.02	\$6,477.83
Sep 2028	\$6,279.81	\$198.02	\$6,477.83
Sep 2029	\$6,279.81	\$198.02	\$6,477.83
Sep 2030	\$6,279.81	\$198.02	\$6,477.83
Sep 2031	\$6,279.81	\$198.02	\$6,477.83
Sep 2032	\$6,279.81	\$198.02	\$6,477.83
Sep 2033	\$6,279.81	\$198.11	\$6,477.92
Total	\$58,697.04	\$1,782.39	\$60,479.43

Quote Unbundled Price:	\$70,068.40
Quote List Price:	\$61,197.20
Quote Subtotal:	\$58,697.04

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	1		\$108.00	\$108.00	\$6,480.00	\$567.00	\$7,047.00
Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	104	\$286.05	\$243.40	\$231.38	\$48,127.04	\$1,155.01	\$49,282.05
A la Carte Hardware									
100759	AXON FLEET - AIRGAIN ANT - 5-IN-1 REMOUNT KIT	2			\$20.00	\$20.00	\$40.00	\$3.50	\$43.50
100150	AXON FLEET 3 - WIRING KIT REFRESH	2			\$325.00	\$325.00	\$650.00	\$56.88	\$706.88
A la Carte Services									
73393	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	2			\$1,700.00	\$1,700.00	\$3,400.00	\$0.00	\$3,400.00
Total							\$58,697.04	\$1,782.39	\$60,479.43

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL - VEHICLE	2	1	01/01/2026
Fleet 3 Advanced 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	1	01/01/2026
A la Carte	100150	AXON FLEET 3 - WIRING KIT REFRESH	2	1	01/01/2026
A la Carte	100759	AXON FLEET - AIRGAIN ANT - 5-IN-1 REMOUNT KIT	2	1	01/01/2026
Fleet 3 Advanced 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2	1	01/01/2031
Fleet 3 Advanced 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	2	1	09/30/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	02/01/2026	09/30/2034
Fleet 3 Advanced 10 Year	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	02/01/2026	09/30/2034
Fleet 3 Advanced 10 Year	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	2	02/01/2026	09/30/2034
Fleet 3 Advanced 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	02/01/2026	09/30/2034

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	2
Fleet 3 Advanced 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	2
A la Carte	73393	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	01/01/2027	09/30/2034
Fleet 3 Advanced 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	01/01/2027	09/30/2034

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	750 Bellevue Rd	Atwater	CA	95301-2859	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Vehicle Refresh	100150	AXON FLEET 3 - WIRING KIT REFRESH	2	\$650.00	\$56.88	\$706.88
Vehicle Refresh	100759	AXON FLEET - AIRGAIN ANT - 5-IN-1 REMOUNT KIT	2	\$40.00	\$3.50	\$43.50
Vehicle Refresh	73393	AXON FLEET 3 - INSTALLATION - REFRESH (PER VEHICLE)	2	\$3,400.00	\$0.00	\$3,400.00
Year 1	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$518.40	\$45.36	\$563.76
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$3,850.16	\$92.40	\$3,942.56
Total				\$8,458.56	\$198.14	\$8,656.70

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$745.20	\$65.20	\$810.40
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$5,534.61	\$132.82	\$5,667.43
Total				\$6,279.81	\$198.02	\$6,477.83

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$745.20	\$65.20	\$810.40
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$5,534.61	\$132.82	\$5,667.43
Total				\$6,279.81	\$198.02	\$6,477.83

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$745.20	\$65.20	\$810.40
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$5,534.61	\$132.82	\$5,667.43
Total				\$6,279.81	\$198.02	\$6,477.83

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$745.20	\$65.20	\$810.40
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$5,534.61	\$132.82	\$5,667.43
Total				\$6,279.81	\$198.02	\$6,477.83

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$745.20	\$65.20	\$810.40
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$5,534.61	\$132.82	\$5,667.43
Total				\$6,279.81	\$198.02	\$6,477.83

Sep 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$745.20	\$65.20	\$810.40
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$5,534.61	\$132.82	\$5,667.43
Total				\$6,279.81	\$198.02	\$6,477.83

Sep 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$745.20	\$65.20	\$810.40
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$5,534.61	\$132.82	\$5,667.43
Total				\$6,279.81	\$198.02	\$6,477.83

Sep 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	60	\$745.20	\$65.24	\$810.44
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	2	\$5,534.61	\$132.87	\$5,667.48
Total				\$6,279.81	\$198.11	\$6,477.92

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

10/6/2025

Date Signed





CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: October 27, 2025

TO: Mayor and City Council

FROM: Josh Randol, CAL FIRE-Battalion Chief

PREPARED BY: Josh Randol, CAL FIRE-Battalion Chief

SUBJECT: **Waive the First Reading by Title only, and Introduce an Ordinance Amending Chapter 2.44.050 Emergency Organization (CAL Fire Battalion Chief Randol)**

RECOMMENDED COUNCIL ACTION

Open the public hearing and receive any testimony from the public; and

Close the public hearing; and

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1074 Amending Chapter 2.44.050 of the Atwater Municipal Code to Maintain Consistency regarding Emergency Organization.

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

Staff is requesting approval of the amending of Ordinance Chapter 2.44.050, Director and assistant director of emergency services. Approval will allow the City of Atwater to maintain consistency regarding emergency organization.

II. FISCAL IMPACTS:

There are currently no fiscal impacts with the amending of this Ordinance.

This item has been reviewed by the Finance Department.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

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

V. ALTERNATIVES:

N/A.

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all relevant departments.

VII. PUBLIC PARTICIPATION:

The public will have an opportunity to provide comments on this item prior to City Council action. A press release was published in the Merced Sun Star concerning this Ordinance amendment.

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

The second reading and adoption of the ordinance will be scheduled for the next regular City Council meeting.

Submitted by:



Josh Randol, CAL FIRE Battalion Chief
Approved by:



Chris Hoem, City Manager

Attachments:

1. Ordinance No. CS 2.44.050 Director and Assistant Director of Emergency Services - Clean Copy
2. Ordinance No. CS 2.44.050 Director and Assistant Director of Emergency Services - With Strikethrough



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. CS XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER AMENDING CHAPTER 2.44.050 OF THE ATWATER MUNICIPAL CODE TO MAINTAIN CONSISTENCY REGARDING EMERGENCY ORGANIZATION

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

SECTION 1: AMENDMENT TO THE MUNICIPAL CODE Chapter 2.44.050, Director and assistant director of emergency services. Offices created is hereby amended as follows:

A. There is created the office of Director of Emergency Services. The City Manager shall be the Director of Emergency Services.

B. There is created the office of the assistant director of emergency services, who shall be the Police Chief and/or the Battalion Chief.

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

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

INTRODUCED:

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. CS XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER AMENDING CHAPTER 2.44.050 OF THE ATWATER MUNICIPAL CODE TO MAINTAIN CONSISTENCY REGARDING EMERGENCY ORGANIZATION

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

SECTION 1: AMENDMENT TO THE MUNICIPAL CODE Chapter 2.44.050, Director and assistant director of emergency services. Offices created is hereby amended as follows:

A. There is created the office of Director of Emergency Services. The City Manager shall be the Director of Emergency Services.

B. There is created the office of the assistant director of emergency services, who shall be the **Police Chief and/or the Battalion Chief. Assistant to the City Manager.**

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

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

INTRODUCED:

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: October 27, 2025

TO: Mayor and City Council

FROM:

PREPARED BY:

SUBJECT: **Waive the First Reading by Title only, and Introducing an Ordinance Repealing and Re-enacting Title 15, "Buildings and Construction" of the Atwater Municipal Code, and setting a Public Hearing Date (City Manager Hoem)**

RECOMMENDED COUNCIL ACTION

Open the public hearing and receive any testimony from the public; and

Close the public hearing; and

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1075 Repealing and Re-enacting Title 15 "Buildings and Construction" of the Atwater Municipal Code, and setting a public hearing date for adoption of Ordinance No CS 1075 on November 10, 2025; or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

The California Building Standards Commission suggests that all local jurisdictions should now adopt any new local amendments to be applicable to the 2025 edition of the California Code of Regulations Title 24.

The purposed ordinance will continue to provide the minimum requirements and standards, as established by the California Building Standards Commission, for the protection of the public safety, health, property and welfare of the City of Atwater.

All complete submittals for building permit received on or after the effective date of January 1, 2026, are subject to these requirements and standards.

This Ordinance would repeal Ordinance No. CS 1053 and re-enact Title 15 "Buildings and Construction" of the Atwater Municipal Code to adopt by reference the California Code of Regulations Title 24, 2025 Edition of the Building Standards Code ("2025

Building Standards Code"). The 2025 Building Standards Code includes the following parts:

Part 1 California Administrative Code
Part 2 California Building Code including Division II scope and administration
Part 2.5 2025 California Residential Code including Division II administration, appendix chapters BB and CI
Part 3 California Electric Code
Part 4 California Mechanical Code
Part 5 California Plumbing Code
Part 6 California Energy Code
Part 8 California Historical Code
Part 9 California Fire Code including appendix chapters, C, D, and I
Part 10 California Existing Building Code
Part 11 California Green Code
Part 12 California Referenced Standards Code
1997 Uniform Code for the Abatement of Dangerous Buildings

II. FISCAL IMPACTS:

Code Adoption has no fiscal impact on the city and no finance department review is necessary.

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

The City of Atwater is currently enforcing the 2022 California Building Standards Code (Title 24). The 2025 California Building Standards Code will take effect on January 1, 2026, with the exception of the 2022 California Residential Code, which has been extended until 2031 under Assembly Bill 130.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

Staff coordinated with the Fire department for their review and comments.

VII. PUBLIC PARTICIPATION:

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

State law authorizes local jurisdictions to adopt codes by reference (Cal. Gov't Code sections 50022.2 et seq.). Government Code section 50022.3 requires that a public hearing on the proposed code adoptions be set after the first reading of the ordinances.

City Council is to hold a first reading and introduction of the Ordinance repealing and re-enacting Title 15, "Buildings and Construction" of the Atwater Municipal Code and authorized and directed the City Manager to schedule a public hearing on November 10, 2025 at the City Council Meeting for a second reading of the Ordinance.

VIII. ENVIRONMENTAL REVIEW:

This item is not a "project" as defined under Section 21065 of the Public Resources Code in that it would not directly or foreseeably indirectly significantly impact the physical environment; therefore this item is not subject to analysis under the California Environmental Quality Act (CEQA). In addition, the City finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15307 (the activity is a regulatory action taken by the City pursuant to its police power for the maintenance and protection of a natural resource) and 15060(c)(3) because the activity is not a project as defined in Section 15378 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations)

IX. STEPS FOLLOWING APPROVAL:

Staff will have the 2025 California Title 24 codes ready for the January 1, 2026 formal implementation.

The 2022 California Title 24 codes will be archived as prescribed by California Law.

Submitted and Approved by:



Chris Hoem, City Manager

Attachments:

1. Red Line Building Code Update 2025
2. Final Building Code Update 2025 Ordinance



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. **CS 1019**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER REPEALING AND RE-ENACTING TITLE 15, "BUILDINGS AND CONSTRUCTION" OF THE ATWATER MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 20192225 CALIFORNIA BUILDING CODE BASED ON THE 201821-25 INTERNATIONAL BUILDING CODE, THE 201922 CALIFORNIA RESIDENTIAL CODE BASED ON THE 202118 INTERNATIONAL RESIDENTIAL CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2024 INTERNATIONAL RESIDENTIAL CODE, THE 20252219 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 219 CALIFORNIA ELECTRICAL CODE BASED ON THE 2023017 NATIONAL ELECTRICAL CODE, THE 2025219 CALIFORNIA MECHANICAL CODE BASED ON THE 2024118 UNIFORM MECHANICAL CODE, AND THE 2025219 CALIFORNIA PLUMBING CODE BASED ON THE 202421 UNIFORM PLUMBING CODE, THE 2025219 CALIFORNIA FIRE CODE BASED ON THE 20242118 INTERNATIONAL FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE BASED ON THE 2024 INTERNATIONAL EXISTING BUILDING CODE, AND THE 2025219 CALIFORNIA ADMINISTRATIVE CODE, AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF

DANGEROUS BUILDINGS, AND MAKES AMENDMENTS PERTAINING THERETO

The City Council of the City of Atwater does hereby ordain as follows:

SECTION 1: That Title 15, "Buildings and Construction" of the Atwater Municipal Code is hereby repealed and re-enacted in its entirety to read as follows:

"Title 15 Buildings and Construction

15.04 GENERAL PROVISION

15.08 CALIFORNIA BUILDING CODE

15.09 CALIFORNIA RESIDENTIAL CODE

15.10 CALIFORNIA GREEN CODE

15.12 CALIFORNIA ELECTRICAL CODE

15.16 CALIFORNIA MECHANICAL CODE

15.20 CALIFORNIA PLUMBING CODE

15.22 UNIFORM SWIMMING POOL, SPA, & HOT TUB CODE

15.24 SIGNS

15.28 CALIFORNIA FIRE CODE

15.36 CALIFORNIA ADMINISTRATIVE CODE

15.38 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

Chapter 15.08-CALIFORNIA BUILDING CODE

Sections:

15.08.010-Adoption

15.08.020-Permits

15.08.030-Building Permit Extensions

15.08.040-Building Permit Fee Refunds

15.08.050-Amendments

15.08.010-Adoption

The City of Atwater hereby adopts by reference; California Building Code, 2013 2019-2025 2 Edition, based on the 2015 2018 2024 International Building Code including, *Division II Scope and Administration, among Appendices; Appendix Chapter C (Group U-Agricultural Building), Appendix Chapter F (Rodent Proofing), Appendix Chapter H (signs), Appendix Chapter I (Patio Covers), Appendix Chapter J (Grading)*, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulation; Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition; California Energy Code, including Appendix; California Historical Code

including Appendix; California Existing Building Code based on Appendix Chapter A1 of the 2015 202418 International Existing Building Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations; California Referenced Standards Code including Appendix.

15.08.020-Permits

No building or structure shall be used or occupied and no change in existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefore as provided in the 2016 2019 2025 Edition of the California Building Code, Division II Section 111. It shall be required to post the certificate of occupancy on the building or structure for which it was used.

15.08.030- Building permit extensions

Notwithstanding the provisions of Section 105.5 Expiration, as contained in Division II, scope and administration of the 2016 2019 2025 Edition of the California Building Code section 105.3.2 the City Council the building official may grant in writing more than one (1) extension to a building permit if it finds the delays due to economic conditions or other causes beyond the control of the applicant.

Any request for extension must be received prior to the expiration of the original period or any extension thereof.

If there has been a change in any City fees applicable to the project since the date of the original permit, the new fees shall be applicable to any extension.

15.08.040- Building permits fee refunds

As provided in Section 109.6 Refunds, of Division II Scope and Administration, of the 2016 2019 2025 Edition of the California Building Code, The Building Official is authorized to establish a refund policy ~~may refund eighty (80) percent of any building permit fee provided that~~ no work has been done and the request for refund is filed prior to the expiration of the original permit period or any extension thereof. Additionally, the City Council may refund up to one hundred (100) percent of all other related fees, e.g. connection charges, park fee, etc.

15.08.050- Amendments

None

Chapter -15.09 CALIFORNIA RESIDENTIAL CODE

Sections:

- 15.09.010-Adoption
- 15.09.020-Building permit extensions
- 15.09.030- Amendments

15.09.010-Adoption

The City of Atwater adopts by reference; California Residential Code 2016 2018 2022 2025 Edition, based on the 2016 2019 2024 International Residential Code, including Division II Scope and Administration, ~~including Appendix G (swimming pools, Spas and Hot Tubs), excepting there from Section R110; among Appendices, Appendix Chapter E (Manufactured Housing Used as Dwellings; Appendix Chapter G (Swimming Pools, Spas and Hot Tubs); Appendix Chapter H (Patio Covers); and Appendix Chapter J (Existing Buildings and Structures), Appendix AQBB (Tiny Houses); Appendix VAXCI (Swimming Pool Safety Act) as published by the International Code Council.~~ California Residential Code 2025 Edition, based on the 2024 International Residential Code, including Division II Scope and Administration.

15.09.020-Building permit extensions

The following sections are amended as follows:

Notwithstanding the provisions of Section R105.5 Expiration, as contained in Division II, scope and administration of the 2016 2019 2022 and 2025 Edition (s) of the California Residential Code the building official ~~City Council~~ may grant more than one (1) extension to a building permit if it finds the delays due to economic conditions or other causes beyond the control of the applicant.

Any request for extension must be received prior to the expiration of the original period or any extension thereof.

If there has been a change in any City fees applicable to the project since the date of the original permit, the new fees shall be applicable to any extension.

~~As provided in Section R108.5 Refunds, of Division II Scope and Administration, of the 2016 2019 2022 Edition of the California Residential Code, The Building Official is authorized to establish a refund policy may refund eighty (80) percent of any building permit fee provided no work has been done and the request for refund is filed prior to the expiration of the original permit period or any extension thereof. Additionally, the City Council may refund up to one hundred (100) percent of all other related fees, e.g. connection charges, park fee, etc.~~

Chapter 15.10 Chapter 15.10 CALIFORNIA GREEN CODE**Sections:**

15.10.010-Adoption
15.10.020-Amendments

15.10.010-Adoption

The City of Atwater adopts by reference; California Green Building Standards Code, ~~2016 2019 2025 2~~ Edition, as published by the California Building Standards Commission.

15.10.020-Amendments

None.

Chapter 15.12-CALIFORNIA ELECTRICAL CODE**Sections:**

15.12.010-Adoption
15.12.020-Amendments

15.12.010-Adoption

The City of Atwater adopts by reference as part of its electrical code, California Electric Code, ~~2016 2019 2025 2~~ Edition including the appendices, based on the ~~2014 2017 2020 2023~~ Edition National Electric Code as published by the National Fire Protection Association, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulation.

15.12.020-Admendments

None.

Chapter 15.16-CALIFORNIA MECHANICAL CODE**Sections:**

15.16.010-Adoption
15.16.020-Amendments

15.16.010-Adoption

The City of Atwater adopts by reference its mechanical code, California Mechanical Code, ~~2016 2019 20252~~ Edition, including the appendices, based on the ~~2015 2018 202124~~ Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials and as adopted by the California Building Standards Commission in title 24 of the California Code of Regulation.

15.16.020-Amendments

None

Chapter 15.20-CALIFORNIA PLUMBING CODE

Sections:

15.20.010-Adoption
15.20.020-Swimming pools and spas
15.20.030-sprinklerSprinkler irrigationIrrigation systemsSystems

15.20.010-Adoption

The City of Atwater adopts by reference as its plumbing code, the California Plumbing Code, ~~2015 2019 20252~~ Edition and the ~~appendix~~ appendices based on the ~~2015 2018 2021 24~~ Uniform Plumbing Code as published by International Association of Plumbing and Mechanical Officials (IAPMO) and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

15.20.020-Swimming pools and spas

15.20.030-Sprinkler Irrigation Systems

Chapter 15.22-UNIFORM SWIMMING POOL, SPA & HOT TUB CODE

Sections:

15.22.010-Adoption

15.22.010-Adoption

The City of Atwater adopts by reference as its swimming pool, spa and hot tub code, the Uniform Swimming Pool, Spa & Hot Tub Code 2006 ~~2009~~ Edition as published by the International Association of Plumbing and Mechanical Officials (IAPMO).

Chapter 15.24-SIGNS

Section:

15.24.010-Adoption

15.24.010-Adoption

The City of Atwater adopts by reference as its sign code Appendix Chapter H (SIGNS) under the latest Edition of the California Building Code, as shown under Chapter 15.08 of the Atwater Municipal Code.

Chapter 15.28-CALIFORNIA FIRE CODE

Sections:

15.28.010-Adoption

15.28.010-Adoption

The City of Atwater adopts by reference as its fire code, the California Fire Code, ~~2016-2019-2025 2~~ Edition and including ~~among appendices, Appendix Chapter 4 (Special Detailed Requirements Based on Use and Occupancy); Appendix Chapter B (Fire Flow Requirements for Buildings); Appendix Chapter C (Fire Hydrant Locations and Distribution); Appendix Chapter CC (Fire Hydrant Locations and Distribution); Appendix D (Fire Apparatus Access Roads); Appendix F (Hazard Ranking); Appendix Chapter H (Hazardous Materials Management Plans and Hazardous Materials Inventory Statements; Appendix I (Fire Protection System-Noncompliance Conditions); and Appendix J (Emergency Responder Radio Coverage), based on the 2015-2018-2021-24~~ International Fire Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code Title 24 of the California Code of Regulations.

Chapter 15.36-CALIFORNIA ADMINISTRATIVE CODE

Sections:

15.36.010-Adoption

15.36.020-Amendments

15.36.030-Fees

15.36.010-Adoption

The City of Atwater hereby adopts by reference the California Administrative Code, ~~2016-2019-2025 2~~ Edition as adopted by the California Building Standards Commission in ~~Title 24~~ of the California Code of Regulations.

15.36.20-Amendments

None

15.36.030-Fees

Adopt 2025 California Administration Code Article 5 1-501.

Chapter 15.38-UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

Sections:

15.385.010-Adoption
15.385.020-Amendments

15.38.010-Adoption

The City of Atwater hereby adopts by reference the Uniform Code for the Abatement of Dangerous Buildings 1997 Edition.

15.38.0120-Amendments

None

SECTION 2: Effective Date and Publication.

This Ordinance shall take effect and be in force January 1, 202630. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the Atwater Signal within fifteen (15) days from adoption hereof.

Section 3. Severability.

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

INTRODUCED:

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

PAUL CREIGHTON MICHAEL G.

NELSON, MAYOR

ATTEST:

LUCY ARNSTRONG KORY J. BILLINGS, CITY CLERK



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER REPEALING AND RE-ENACTING TITLE 15, "BUILDINGS AND CONSTRUCTION" OF THE ATWATER MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, AND THE 2025 CALIFORNIA ADMINISTRATIVE CODE, AND THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, AND MAKES AMENDMENTS PERTAINING THERETO

The City Council of the City of Atwater does hereby ordain as follows:

SECTION 1: That Title 15, "Buildings and Construction" of the Atwater Municipal Code is hereby repealed and re-enacted in its entirety to read as follows:

"Title 15 Buildings and Construction

**15.04 GENERAL PROVISION
15.08 CALIFORNIA BUILDING CODE
15.09 CALIFORNIA RESIDENTIAL CODE**

**15.10 CALIFORNIA GREEN CODE
15.12 CALIFORNIA ELECTRICAL CODE
15.16 CALIFORNIA MECHANICAL CODE
15.20 CALIFORNIA PLUMBING CODE**

**15.24 SIGNS
15.28 CALIFORNIA FIRE CODE
15.36 CALIFORNIA ADMINISTRATIVE CODE
15.38 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS**

Chapter 15.08-CALIFORNIA BUILDING CODE

Sections:

15.08.010-Adoption
15.08.020-Permits
15.08.030-Building Permit Extensions
15.08.040-Building Permit Fee Refunds
15.08.050-Amendments

15.08.010-Adoption

The City of Atwater hereby adopts by reference; California Building Code, **2025** Edition, based on the **2024** International Building Code including, *Division II Scope and Administration*, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulation; Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition; California Energy Code, California Historical Code ; California Existing Building Code based on **2024** International Existing Building Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations; California Referenced Standards Code.

15.08.020-Permits

No building or structure shall be used or occupied and no change in existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefore as provided in the **2025** Edition of the California Building Code, Division II Section 111. It shall be required to post the certificate of occupancy on the building or structure for which it was used.

15.08.030- Building permit extensions

Notwithstanding the provisions of Section 105.5 Expiration, as contained in Division II, scope and administration of the **2025** Edition of the California Building Code section 105.3.2 the building official may grant in writing more than one (1) extension to a

building permit if it finds the delays due to economic conditions or other causes beyond the control of the applicant.

Any request for extension must be received prior to the expiration of the original period or any extension thereof.

If there has been a change in any City fees applicable to the project since the date of the original permit, the new fees shall be applicable to any extension.

15.08.040- Building permits fee refunds

As provided in Section 109.6 Refunds, of Division II Scope and Administration, of the **2025** Edition of the California Building Code, The Building Official is authorized to establish a refund policy provided that no work has been done and the request for refund is filed prior to the expiration of the original permit period or any extension thereof. Additionally, the City Council may refund up to one hundred (100) percent of all other related fees, e.g. connection charges, park fee, etc.

15.08.050- Amendments

None

Chapter -15.09 CALIFORNIA RESIDENTIAL CODE

Sections:

15.09.010-Adoption
15.09.020-Building permit extensions
15.09.030- Amendments

15.09.010-Adoption

The City of Atwater adopts by reference; California Residential Code **2025** Edition, based on the **2024** International Residential Code, including Division II Scope and Administration; among Appendices, **Appendix BB (Tiny Houses); Appendix CI (Swimming Pool Safety Act)** as published by the International Code Council.

15.09.020-Building permit extensions

The following sections are amended as follows:

Notwithstanding the provisions of Section R105.5 Expiration, as contained in Division II, scope and administration of the **2025** Edition of the California Residential Code the building official may grant more than one (1) extension to a building permit if it finds the delays due to economic conditions or other causes beyond the control of the applicant.

Any request for extension must be received prior to the expiration of the original period or any extension thereof.

If there has been a change in any City fees applicable to the project since the date of the original permit, the new fees shall be applicable to any extension.

Chapter-15.10 CALIFORNIA GREEN CODE

Sections:

15.10.010-Adoption
15.10.020-Amendments

15.10.010-Adoption

The City of Atwater adopts by reference; California Green Building Standards Code, 2025 Edition, as published by the California Building Standards Commission.

15.10.020-Amendments

None.

Chapter 15.12-CALIFORNIA ELECTRICAL CODE

Sections:

15.12.010-Adoption
15.12.020-Amendments

15.12.010-Adoption

The City of Atwater adopts by reference as part of its electrical code, California Electric Code, 2025 Edition including the appendices, based on the 2023 Edition National Electric Code as published by the National Fire Protection Association, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulation.

15.12.020-Amendments

None.

Chapter 15.16-CALIFORNIA MECHANICAL CODE

Sections:

15.16.010-Adoption

15.16.020-Amendments

15.16.010-Adoption

The City of Atwater adopts by reference its mechanical code, California Mechanical Code 2025 Edition, including the appendices, based on the 2024 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials and as adopted by the California Building Standards Commission in title 24 of the California Code of Regulation.

15.16.020-Amendments

None

Chapter 15.20-CALIFORNIA PLUMBING CODE**Sections:**

15.20.010-Adoption
15.20.020-Swimming pools and spas
15.20.030-Sprinkler Irrigation Systems

15.20.010-Adoption

The City of Atwater adopts by reference as its plumbing code, the California Plumbing Code, 2025 Edition and the appendices based on the 2024 Uniform Plumbing Code as published by International Association of Plumbing and Mechanical Officials (IAPMO) and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

15.20.020-Swimming pools and spas

15.20.030-Sprinkler Irrigation Systems

Chapter 15.22-UNIFORM SWIMMING POOL, SPA & HOT TUB CODE**Sections:**

15.22.010-Adoption

15.22.010-Adoption

The City of Atwater adopts by reference as its swimming pool, spa and hot tub code, the Uniform Swimming Pool, Spa & Hot Tub Code 2006 2009 Edition as published by the International Association of Plumbing and Mechanical Officials (IAPMO).

Chapter 15.24-SIGNS**Section:**

15.24.010-Adoption

15.24.010-Adoption

The City of Atwater adopts by reference as its sign code Appendix Chapter H (SIGNS) under the latest Edition of the California Building Code, as shown under Chapter 15.08 of the Atwater Municipal Code.

Chapter 15.28-CALIFORNIA FIRE CODE**Sections:**

15.28.010-Adoption

15.28.010-Adoption

The City of Atwater adopts by reference as its fire code, the California Fire Code, 2025 Edition and including Appendix C (Fire Hydrant Locations and Distribution);; Appendix D (Fire Apparatus Access Roads); Appendix I (Fire Protection System-Noncompliance Conditions); and Appendix J (Emergency Responder Radio Coverage), based on the 2024 International Fire Code as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code Title 24 of the California Code of Regulations.

Chapter 15.36-CALIFORNIA ADMINISTRATIVE CODE**Sections:**

15.36.010-Adoption

15.36.020-Amendments

15.36.010-Adoption

The City of Atwater hereby adopts by reference the California Administrative Code, 2025 Edition as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations.

15.36.20-Amendments

None

15.36.030-Fees

Adopt 2025 California Administration Code Article 5 1-501.

Chapter 15.38-UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

Sections:

15.385.010-Adoption
15.385.020-Amendments

15.38.010-Adoption

The City of Atwater hereby adopts by reference the Uniform Code for the Abatement of Dangerous Buildings 1997 Edition.

15.38.0120-Amendments

None

SECTION 2: Effective Date and Publication.

This Ordinance shall take effect and be in force January 1, 2026. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the Merced Sun Star within fifteen (15) days from adoption hereof.

Section 3. Severability.

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

INTRODUCED:

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

MICHAEL G. NELSON, MAYOR

ATTEST:

KORY J. BILLINGS, CITY CLERK



CITY COUNCIL AGENDA REPORT

CITY COUNCIL

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

MEETING DATE: October 27, 2025

TO: Mayor and City Council

FROM: Christopher Hoem, City Manager

PREPARED BY: Christopher Hoem, City Manager

SUBJECT: **Waive the First Reading by Title only and Introduce an Ordinance amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to adjust the Minimum Lot Depth (City Manager Hoem)**

RECOMMENDED COUNCIL ACTION

Open the public hearing and receive any testimony from the public; and

Close the public hearing; and

Motion to waive the first reading by title only, and introduce Ordinance No. CS 1076 amending Chapter 17.16 “Low Density Residential Districts” of the Atwater Municipal Code to adjust the Minimum Lot Depth in Section 17.16.050 of this chapter and add definitions for knuckle lots and cul-de-sac lots in Chapter 17.06); or

Motion to approve staff's recommendation as presented.

I. BACKGROUND/ANALYSIS:

I. BACKGROUND:

The regulations for site plans were first adopted in 1975 and last revised in 2023. While other nearby cities have modernized their corresponding regulations, the City of Atwater is due for an update to ensure consistency with contemporary development standards.

Currently, the Atwater Municipal Code does not include definitions for “knuckle lots” or “cul-de-sac lots,” nor does it specify minimum lot depths for them (see Exhibit A). This Zoning Ordinance Text Amendment proposes to update the Code to include these definitions and establish appropriate minimum lot depth standards in Chapter 17.06.

II. ANALYSIS:

Many residential subdivision projects, particularly those involving larger developments, include knuckle lots and cul-de-sac configurations. However, the Code does not currently include definitions and minimum lot depth standards for such lots.

The amendment adds the following definitions to the Atwater Municipal Code:

17.06.327 Knuckle Lot: A lot located at the curved turning point or bend of a roadway, typically within a cul-de-sac or curved street alignment, resulting in an irregular lot shape.

17.06.188 Cul-de-sac: A street that is closed at one end.

The amendment also establishes the following minimum lot depths in low-density residential zones:

Zone	Knuckle Lot (ft)	Cul-de-sac Lot (ft)
R-E	120	110
R-1-10	90	80
R-1-8	90	80
R-1-6	90	80
R-1-5	90	80

These changes clarify the Atwater Municipal Code to include specific lot depth requirements for knuckle and cul-de-sac lots.

The following documents are attached to this staff report:

1. Draft Ordinance
2. Exhibit A (Proposed Chapter 17.06, “Definitions”)
3. Exhibit B (Proposed Section 17.16.050)
4. Exhibit C (Redlined Chapter 17.06, “Definitions”)
5. Exhibit D (Redlined Section 17.16.050)
6. Exhibit E (Current Chapter 17.06, “Definitions”)
7. Exhibit F (Current Section 17.16.050)

II. FISCAL IMPACTS:

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

III. LEGAL REVIEW:

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

IV. EXISTING POLICY:

This ordinance will amend Chapter 17.06 ("Definitions") and Section 17.16.050 of the Atwater Municipal Code.

The proposed amendment is consistent with the City's General Plan and does not conflict with other City policies or guidelines.

V. ALTERNATIVES:

N/A

VI. INTERDEPARTMENTAL COORDINATION:

This item has been reviewed by all the relevant departments.

VII. PUBLIC PARTICIPATION:

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

VIII. ENVIRONMENTAL REVIEW:

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

IX. STEPS FOLLOWING APPROVAL:

The second reading and adoption of the ordinance will be scheduled for the next regular City Council meeting.

Submitted and Approved by:



Chris Hoem, City Manager

Attachments:

1. RSO 0276-25 Draft Ordinance
2. RSO 0276 Exhibit A (Proposed Chapter 17.06 Definitions)
3. RSO 0276 Exhibit B (Proposed Section 17.16.050)
4. RSO 0276 Exhibit C (Redlined Chapter 17.06 Definitions)

5. RSO 0276 Exhibit D (Redlined Section 17.16.050)
6. RSO 0276 Exhibit E (Current Chapter 17.06 Definitions)
7. RSO 0276 Exhibit F (Current Section 17.16.050)



CITY COUNCIL OF THE CITY OF ATWATER

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. 25-18-0100 AMENDING CHAPTER 17.16: "LOW DENSITY RESIDENTIAL DISTRICTS" OF THE ATWATER MUNICIPAL CODE TO ADJUST THE MINIMUM LOT DEPTH IN SECTION 17.16.050 OF THIS CHAPTER AND ADD DEFINITIONS FOR KNUCKLE LOTS AND CUL-DE-SAC LOTS IN CHAPTER 17.06.

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

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

WHEREAS, the City Council finds that the following findings can be made for ZOTA No. 25-18-0100:

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

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

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

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

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

SECTION 4. Code Amendment. Chapter 17.06 and Section 17.16.050 of the Atwater Municipal Code are hereby amended and restated to read in their entirety as provided in "Exhibit A" and "Exhibit B" attached hereto and incorporated herein by reference.

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

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

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

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

(THE ORDINANCE CONTINUES TO THE NEXT PAGE)

INTRODUCED:

ADOPTED:

AYES:

NOES:

ABSENT:

APPROVED:

**MIKE G. NELSON,
MAYOR**

ATTEST:

**KORY J. BILLINGS,
CITY CLERK**

CHAPTER 17.06 DEFINITIONS

17.06.010 Abut.

Two adjoining parcels of property with common property line are herein considered as one parcel abutting the other.

(Prior Code § 10-3.401; Ord. CS 447, 1980)

17.06.015 Accessory building.

A building, part of a building, or structure which is subordinate to, and the use of which is incidental to that of the main building, structure, or use on the same lot.

(Prior Code § 10-3.402; Ord. CS 447, 1980)

17.06.016 Accessory buildings, exempt.

An accessory building or structure which contains less than 120 square feet of projected roof area and is less than eight feet in overall height is exempt from the provisions of this chapter; provided that no such structure shall encroach on any front yard or easement and that only one exempt structure is permitted per residential lot.

(Ord. CS 484, 1981)

17.06.020 Accessory living quarters or guest house.

Living quarters within an accessory building located on the same premises for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities, not rented, leased or sold separately from the rental, lease or sale of the main building.

(Prior Code § 10-3.403; Ord. CS 447, 1980)

17.06.025 Accessory use.

A use naturally and normally incidental to, subordinate to and devoted exclusively to the main use of the premises.

(Prior Code § 10-3.404; Ord. CS 447, 1980)

17.06.030 Alcoholic beverages.

To include any beverage containing alcohol, including beer, wine, champagne, hard liquor, etc.

(Prior Code § 10-3.405; Ord. CS 447, 1980)

17.06.035 Alley.

Any dedicated way intended for vehicular service to the rear or side of property served by a street.

(Prior Code § 10-3.405; Ord. CS 447, 1980)

17.06.040 Amusement arcade.

A commercial establishment or business operated primarily to amuse customers through the use of amusement games or devices operated by or at the request of the customer. Amusement games or devices are mechanical, electrical or electronic games or devices for the purpose of testing the skill or amusement or information to the participant and/or spectators or observers. A device to provide music only is not an amusement game or device.

(Prior Code § 10-3.405A; Ord. CS 346, 1977; Ord. CS 386, 1979; Ord. CS 447, 1980)

17.06.045 Amusement or recreation, commercial places of.

Generally, a common sense analysis of the proposed commercial use determines the applicability of Section 17.45.010 subsection (g), provided that an amusement arcade is specifically a place of amusement or recreation.

(Prior Code § 10-3.405B; Ord. CS 346, 1977; Ord. CS 386, 1979; Ord. CS 447, 1980)

17.06.047 Antenna array.

An antenna array is one or more rods, panels, discs, or similar devices used for the transmission or reception of radio frequency signals, which may include omni-directional antenna (rod), directional antenna (panel) and parabolic antenna (disc). The Antenna Array does not include the support structure.

(Ord. CS 780, 2-28-2000)

17.06.050 Apartment.

One of three or more dwelling units located on a single lot, each having separate kitchen and toilet facilities. Also see Dwelling, Multiple family.

(Prior Code § 10-3.406; Ord. CS 447, 1980)

17.06.055 Apartment, efficiency.

An apartment containing no bedroom, in which the living room usually serves as the sleeping facility.

(Ord. CS 447, 1980)

17.06.060 Apartment, studio.

Same as "Apartment-Efficiency."

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:31 [EST]

17.06.065 Architectural control.

Approval of the appearance of buildings or structures built or to be built, erected, constructed, altered, or relocated, based on plans and elevations of the proposed buildings or structures, or approval of the appearance of businesses to be conducted primarily out of doors. Architectural control shall also include approval of landscaping, signs and/or other elements of exterior appearance.

(Prior Code § 10-3.409; Ord. CS 447, 1980)

17.06.067 Attached wireless communication facility. (Attached WCF).

An attached wireless communication facility is an antenna array that is attached to an existing building or structure, which structure shall include but not be limited to utility poles, signs, water towers, with any accompanying pole or device which attaches the antenna array to the existing building or structure and associated connection cables, and an equipment facility which may be located either inside or outside the attachment structure.

(Ord. CS 780, 2-28-2000)

17.06.070 Auction.

A public sale at which the merchandise (old or new) goes to the highest bidder.

(Ord. CS 447, 1980)

17.06.075 Automobile and trailer sales lot.

An open area used for the display, sales or rentals of new or used automobiles and trailer coaches, but where no repair, repainting or remodeling is done.

(Prior Code § 10-3.410; Ord. CS 447, 1980)

17.06.080 Automobile service station.

Any building, structure, premise or other place used primarily for the retail sale and dispensation of motor fuels, lubricants and motor vehicle accessories, and the rendering of minor services and repairs to such vehicles, but not including painting or body and fender repair and washing where a conveyor, blower, or steam cleaning device is used.

(Prior Code § 10-3.412; Ord. CS 447, 1980)

17.06.085 Automobile wrecking yard.

Any lot, or the use of any portion of a lot for the dismantling or wrecking of automobiles and other motor vehicles, or for their storage, or the keeping for sale of parts and equipment resulting from such dismantling or wrecking.

(Prior Code § 10-3.411; Ord. CS 447, 1980)

17.06.090 Awning.

A roof-like cover of canvas or other materials, extending out from a building, usually above windows or doors. Also "Marquee."

(Ord. CS 447, 1980)

17.06.095 Balcony.

A platform, enclosed by a parapet or a railing, projecting from the wall of a building above ground floor level.

(Ord. CS 447, 1980)

17.06.100 Basement.

A space partly or wholly underground, and having more than one half of its height measured from its floor to the ceiling below the average of adjoining grade; if the finished floor level directly above a basement is more than six feet above grade at any point, such basement shall be considered a story.

(Prior Code § 10-3.413; Ord. C 447, 1980)

17.06.105 Block.

All property fronting on one side of a street between intercepting streets, or between a street and right-of-way, waterway, and of a cul-de-sac, or City-county boundary.

(Prior Code § 10-3.414; Ord. CS 447, 1980)

17.06.110 Boarding or rooming house.

A building with not more than three guest rooms, where, for compensation, meals are provided for at least three but not more than five persons.

(Prior Code § 10-3.415; Ord. CS 447, 1980)

17.06.115 Boat Trailer.

A trailer designed or used to transport a boat.

(Prior Code § 10-3.416; Ord. CS 447, 1980)

17.06.120 Building.

Any structure built and maintained for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings as defined in "Structure—Temporary." Trailers, with or without wheels, shall not be considered as buildings.

(Prior Code § 10-3.417; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:31 [EST]

17.06.125 Building, area of.

The sum in square feet of the gross area covered by all buildings and structures on a lot.

(Prior Code § 10-3.418; Ord. CS 447, 1980)

17.06.130 Building, height of.

The vertical distance from the average ground level to the highest point of the structure exclusive of chimneys and ventilators.

(Prior Code § 10-3.420; Ord. CS 447, 1980)

17.06.135 Building, main.

A building within which is conducted the principle use permitted on the lot.

(Prior Code § 10-3.420; Ord. CS 447, 1980)

17.06.140 Building setback line.

The minimum distance between any property line and the closest portion of the foundation of the main building, or enclosed or covered porch attached thereto.

(Prior Code § 10-3.421; Ord. CS 447, 1980)

17.06.145 Building site.

The ground area of a building together with all the open space required by this ordinance.

(Prior Code § 10-3.422; Ord. CS 447, 1980)

17.06.150 Temporary.

See "Structure-Temporary."

(Prior Code § 10-3.423; Ord. CS 447, 1980)

17.06.155 Bus.

A "bus" is any vehicle, including a trailer bus, designed, used, or maintained for carrying more than 15 persons including the driver or a vehicle designed, used, or maintained for carrying more than ten persons, including the driver, which is used to transport persons for compensation or profit, or is used by any nonprofit organization or group, is also a bus. A van pool vehicle is not a bus.

(Prior Code § 10-3.424; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.160 Business or commerce.

The purchase, sale or other transaction involving the handling, or disposition of any article, substance or commodity for profit or livelihood; recreational or amusement enterprises and trades rendering personal services.

(Prior Code § 10-3.425; Ord. CS 447, 1980)

17.06.165 Camper.

A truck with a body attachment, the attachment designed to be used for human habitation.

(Prior Code § 10-3.426; Ord. CS 447, 1980)

17.06.170 Church.

A permanently located building commonly used for religious worship fully enclosed with walls (including windows and doors) and having a roof (canvas or fabric excluded) and conforming to applicable legal requirements affecting design and construction.

(Prior Code § 10-3.427; Ord. CS 447, 1980)

17.06.172 Collocation/site sharing.

Collocation/site sharing shall mean use of a common wireless communication facility or common site by two or more wireless license holders or by one wireless license holder for more than one type of communications technology and/or placement of a wireless communication facility on a structure owned or operated by a utility or other entity.

(Ord. CS 780, 2-28-2000)

17.06.174 Community care facility.

Any facility, place or building which is maintained and operated to provide non-medical residential care or day care services for children, adults, or children and adults, including, but not limited to, the physically handicapped, mentally impaired or incompetent persons. A Community Care Facility which services six or fewer persons shall be considered a residential use of property for the purposes of this chapter.

(Ord. CS 484, 1981)

17.06.175 Condominium.

Means the same as defined by Section 16.53.020 (d) of the Atwater Municipal Code as referenced to Section 783 of the California Civil Code.

(Ord. CS 447, 1980)

17.06.180 Condominium conversions.

The conversion of existing dwelling units into condominiums.

(Supp. No. 11)

Created: 2025-10-01 08:18:31 [EST]

(Ord. CS 447, 1980)

17.06.185 Court.

An open, unoccupied area, other than a yard, on the same lot with a building or buildings, bounded on two or more sides by such building or buildings.

(Prior Code § 10-3.428; Ord. CS 447, 1980)

17.06.187 Crop cultivation.

The cultivation of tree, vine, field, forage, and other plant crops intended to provide food or fibers. The classification excludes wholesale or retail nurseries, vineyards and ancillary wineries and distilleries. This classification includes the indoor cultivation of cannabis, marijuana, and cannabis, marijuana nurseries.

(Ord. CS 982, § 3, 10-23-2017)

17.06.188 Cul-de-sac

A street or passage that is closed at one end.

(Ord. CS XXX, 11-10-2025)

17.06.190 District.

A portion of the territory of the City with which certain regulations and requirements or various combinations thereof apply under the provisions of this Code.

(Prior Code § 10-3.429; Ord. CS 447, 1980)

17.06.195 Dump.

A place used for the disposal, abandonment, or discarding by burial, incineration, or by any other means of any garbage, sewage, trash, refuse, rubble, waste materials, offal or dead animals.

(Prior Code § 10-3.430; Ord. CS 447, 1980)

17.06.200 Duplex.

See "Dwelling-Two-Family."

(Ord. CS 447, 1980)

17.06.205 Dwelling.

A building or portion thereof designed and used exclusively for residential occupancy and permitted home occupations, including single-family, two-family and multiple-family dwellings, trailers in a trailer park area, but not including hotels, motels, boarding or rooming houses.

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

(Prior Code § 10-3.431; Ord. CS 447, 1980)

17.06.210 Dwelling, group.

Two or more dwellings located on a single lot and each having separate kitchen and toilet facilities.

(Prior Code § 10-3.435; Ord. CS 447, 1980)

17.06.215 Dwelling, multiple family.

A building or buildings designed and used for occupancy by three or more families, all living independently of each other and having separate kitchen and toilet facilities for each family or building on the same parcel of real property.

(Prior Code § 10-3.432; Ord. CS 447, 1980)

17.06.220 Dwelling, one-family.

A detached building designed or used exclusively for the occupancy of one family, and having kitchen and toilet facilities for only one family.

(Prior Code § 10-3.433; Ord. CS 447, 1980)

17.06.225 Dwelling, two-family.

A building designed or used exclusively for the occupancy of two families living independently of each other and having separate kitchen and toilet facilities for each family.

(Prior Code § 10-3.434; Ord. CS 447, 1980)

17.06.230 Dwelling unit.

Two or more connected rooms in a dwelling designed or used exclusively for the occupancy by one family for living or sleeping purposes and having only one kitchen and separate toilet facilities.

(Prior Code § 10-3.436; Ord. CS 447, 1980)

17.06.235 Employee.

Employee shall mean any person employed or anticipated to be employed on the premises.

(Ord. CS 447, 1980)

17.06.237 Equipment facility.

An equipment facility is any structure used to contain ancillary equipment for a Wireless communication facility which includes cabinets, shelters, a build-out of an existing structure, pedestals, and other similar structures.

(Ord. CS 780, 2-28-2000)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.240 Family.

An individual or two or more persons related by blood, marriage, or adoption, or a group of not more than five persons (excluding domestic employees) who need not be related by blood, marriage, or adoption, living together in a single-family dwelling unit.

(Prior Code § 10-3.437; Ord. CS 447, 1980)

17.06.245 Fence.

An enclosing or dividing framework for land, yards or gardens that permits fifty percent of light, air and vision through the surface in a horizontal plane.

(Prior Code § 10-3.438; Ord. CS 447, 1980)

17.06.250 Fence, wall.

A masonry structure or device forming a physical barrier, which is so constructed that the vertical surface is closed and prevents the passage of light and vision through said surface in a horizontal plane.

(Ord. CS 447, 1980)

17.06.255 Fence, solid.

Any structure or device forming a physical barrier, which is so constructed that the vertical surface is closed and prevents the passage of light and vision through said surface in a horizontal plane.

(Ord. CS 447, 1980)

17.06.258 Fifth-wheel travel trailer.

A "fifth-wheel travel trailer" is a vehicle designed for recreational purposes to carry persons or property on its own structure and so constructed as to be drawn by a motor vehicle by means of a kingpin connecting device.

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

17.06.260 Floor area.

For the purpose of establishing parking requirements, floor area shall mean the net floor area. In the case of office, merchandising or service types of uses it shall not include areas principally for non-public purposes such as incidental repair, processing or packaging of merchandise, for show windows, for toilets or restrooms, for utilities, or for dressing rooms, fitting rooms or alteration rooms.

(Prior Code § 10-3.439; Ord. CS 447, 1980)

17.06.265 Frontage.

That portion of a parcel of property which abuts a dedicated public street or highway.

(Prior Code § 10-3.440; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.270 Garage, public.

Any building other than a private garage used for the care, repair or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire or sale.

(Prior Code § 10-3.442; Ord. CS 447, 1980)

17.06.275 Garage sale.

For the purpose of this chapter, a "garage sale" is a sale conducted by an individual home owner or occupant of a home, or apartment owner, or an occupant of an apartment unit, or owner or occupant of any other residential or dwelling unit, for the purpose of selling, trading, bargaining, exchanging or otherwise disposing of unwanted or surplus household furnishings, or goods, or other tangible personality, usually conducted in a garage, on a patio, upon a driveway, or on or in any portion of premises in a residential zone, and for which no inventory or permanent or detailed records are kept on the transactions thus carried out. It may, at times, be conducted by a combination of residential dwellers at a single location. All sales designated "lawn sale," "attic sale," "moving sale," "flea market sale," or other terms of similar or like intent and having the foregoing characteristics and purposes are garage sales, excluding those sales held by charitable institutions on property owned and maintained by said organizations, and, excluding those areas sponsored by bona fide service clubs.

(Ord. CS 447, 1980; Ord. CS 776, 9-27-1999)

17.06.280 Grade.

The mean elevation of the finished surface of the ground adjacent to the exterior walls of the building; except that where the exterior walls are within five feet of a street line, the elevations of the sidewalk at the center of such exterior wall or walls shall be taken as the grade.

(Prior Code § 10-3.443; Ord. CS 447, 1980)

17.06.285 Guest.

Any transient who occupies a room for sleeping purposes.

(Prior Code § 10-3.444; Ord. CS 447, 1980)

17.06.290 Guest room.

A room which is designed and/or used by one or more guests for sleeping purposes, but, in which no provision is made for cooking.

(Prior Code § 10-3.445; Ord. CS 447, 1980)

17.06.295 Hedge.

A plant or series of plants, shrubs, or other landscape materials, so arranged as to form a physical barrier by enclosure.

(Prior Code § 10-3.446; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.297 Height. Wireless communication facility (WCF).

When referring to a wireless communication facility, height shall mean the distance measured from grade to the highest point on the wireless communication facility, including the antenna array.

(Ord. CS 780, 2-28-2000)

17.06.300 Home occupations.

A business conducted entirely within or from a dwelling unit and carried on by persons residing within the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling and does not change the residential character of the dwelling or adjacent dwellings and in connection with that there is no display or commodities sold at the dwelling and no use of any accessory buildings or yard space or activity outside the dwelling.

(Prior Code § 10-3.447; Ord. CS 447, 1980; Ord. CS 631, 1987)

17.06.305 Industry, industrial operation.

The manufacture, fabrication, processing, reduction or destruction of any article, substance or commodity, or any other treatment thereof in such a manner as to change the form, character or appearance thereof and including storage elevators, storage yards, warehouses, wholesale storage and other similar types of enterprises. This classification includes the cultivation, nurseries, processing, extraction, manufacturing, testing, distribution, and transportation of cannabis and cannabis products.

(Prior Code § 10-3.449; Ord. CS 447, 1980; Ord. CS 982, § 4, 10-23-2017)

17.06.310 Junk.

Any worn out, cast off, or discarded article or material which is ready for destruction or has been collected or stored for salvage or conversion to some use. Any article or material which, unaltered or unchanged and without further reconditioning, can be used for its original purpose as readily as when new, shall not be considered junk.

(Prior Code § 10-3.450; Ord. CS 447, 1980)

17.06.315 Junk yard.

Any lot, or the use of any portion of a lot, for the dismantling of machinery (not including motor vehicles) or for the storage or keeping for sale of parts and equipment resulting from dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials, pipes, plumbing, etc.

(Prior Code § 10-3.451; Ord. CS 447, 1980)

17.06.320 Kennel.

Any lot or premises on which four or more dogs and/or cats over four months old are kept, maintained, boarded or offered for sale.

(Prior Code § 10-3.452; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.325 Kitchen.

Any room or area intended or designed to be used or maintained for the cooking, storing and preparation of food.

(Prior Code § 10-3.453; Ord. CS 447, 1980)

17.06.327 Knuckle Lot

A lot located at the curved turning point or bend of a roadway, typically within a cul-de-sac or curved street alignment, resulting in an irregular lot shape.

(Ord. CS XXX, 11-10-2025)

17.06.330 Landscaping.

Shall mean planting, including trees, shrubs, lawn areas, ground covers, suitably designed, selected, installed and maintained so as to be permanently attractive. Decorative screens, fences, ornamental post lamps and decorative rock are considered as elements of landscape development.

(Ord. CS 447, 1980)

17.06.335 Landscape plan.

A plan showing the size, location, number and variety of major plant materials to be used, including the botanical or common plant names and the location, type and design of all irrigation facilities.

(Ord. CS 447, 1980)

17.06.340 Loading.

The removal or replacement of any commodity, in, on, or from a vehicle of any type.

(Prior Code § 10-3.454; Ord. CS 447, 1980)

17.06.345 Loading space.

An off-street space or berth on the same lot with a building or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading and which abuts a street, alley, or other appropriate means of access.

(Prior Code § 10-3.455; Ord. CS 447, 1980)

17.06.350 Lot.

A parcel of land occupied or to be occupied by a use, building, or unit group of buildings and accessory buildings, together with such yards, open space, lot width and lot area as are required by this chapter, and having

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

frontage upon a street (other than an alley), or a private easement determined by the Commission to be adequate for purposes of access.

(Prior Code § 10-3.456; Ord. CS 447, 1980)

17.06.355 Lot area.

The total of the area, measured in a horizontal plane, within the lot lines of a lot.

(Prior Code § 10-3.457; Ord. CS 447, 1980)

17.06.360 Lot corner.

A lot situated at the junction of two or more streets having an angle of intersection of not more than 135 degrees, with a boundary line thereof bordering on each of the streets. The point of intersection of the street right-of-way lines or the extension of such lines to a point is the "corner."

(Prior Code § 10-3.458; Ord. CS 447, 1980)

17.06.365 Lot coverage.

The area of a lot occupied by buildings, structures, and covered parking areas, not including fences, hedges, swimming pools, and uncovered patios.

(Prior Code § 10-3.459; Ord. CS 378, 1979; Ord. CS 447, 1980)

17.06.370 Lot depth.

The average horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

(Prior Code § 10-3.460; Ord. CS 447, 1980)

17.06.375 Lot, key.

The first lot to the rear of a reversed corner lot and not separated by an alley.

(Prior Code § 10-3.461; Ord. CS 447, 1980)

17.06.380 Lot line.

Any line bounding a lot as herein defined.

(Prior Code § 10-3.465; Ord. CS 447, 1980)

17.06.385 Lot line, front.

The property line dividing a lot from a street. On a corner lot only one street line shall be considered the front line and the shorter street frontage shall be considered the front line, except in those cases where the latest deed restrictions specify another line as the front lot line.

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

(Prior Code § 10-3.466; Ord. CS 447, 1980)

17.06.390 Lot line, rear.

A line which is opposite and most distant from the front lot line, and, in the case of an irregular, triangular or gore shaped lot, a line within a lot at least ten feet in length, parallel to and/or at the maximum distance from the front lot line.

(Prior Code § 10-3.467; Ord. CS 447, 1980)

17.06.395 Lot line, side.

Any lot lines other than the front or rear lot lines.

(Prior Code § 10-3.468; Ord. CS 447, 1980)

17.06.400 Lot, non-conforming.

A lot having less area or dimension than required in the district in which it is located and which was lawfully created prior to the zoning ordinance of October 8, 1956, or before it was annexed to the City.

(Prior Code § 10-3.462; Ord. CS 447, 1980)

17.06.405 Lot, reversed corner.

A corner lot, the sideline of which is substantially a continuation of the front lot lines of the lots to its rear, whether across an alley or not.

(Prior Code § 10-3.464; Ord. CS 447, 1980)

17.06.410 Lot, through.

A lot having frontage on two public streets, not including a corner or reversed corner lot.

(Prior Code § 10-3.463; Ord. CS 447, 1980)

17.06.415 Lot width.

The average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

(Prior Code § 10-3.469; Ord. CS 447, 1980)

17.06.417 Massage Therapy.

Means any method of pressure on or pressure against, or stroking kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of another human body with the use of the hands, arms or other portion of the body, or with the aid of any mechanical or electrical apparatus or appliances with or without such

supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in this practice.

(Ord. CS 768, 3-8-1999)

17.06.420 Medical office.

Any building or portion of a building used or intended to be used as an office for the practice of any type of medicine, including chiropractics, dentistry, or optometry. It may also include clinics of a medical or dental nature.

(Prior Code § 10-3.470; Ord. CS 447, 1980)

17.06.425 Mobile living unit.

A camp trailer, camper, house car, mobile home, recreational vehicle, or trailer coach as each of these terms is defined in the Health and Safety Code of the State of California, and the Vehicle Code of the State of California, or any other vehicle or structure originally designed or permanently altered in such a manner to permit occupancy or use thereof for living and sleeping purposes, and so designed or equipped with wheels, or capable of being mounted on wheels and used as a conveyance on public streets or highways.

(Prior Code § 10-3.498; Ord. CS 364, 1978; Ord. CS 447, 1980)

17.06.430 Motel.

A building or group of buildings used for transient residential purposes containing guest rooms or dwelling units with automobile storage space provided in connection therewith, which building or group is designed, intended, or used primarily for the accommodation of transient automobile travelers; including groups designated as auto cabins, motor courts, motor hotels, and similar designations.

(Prior Code § 10-3.472; Ord. CS 447, 1980)

17.06.433 Motor truck.

A "motor truck" or "motor truck" is a motor vehicle designed, used, or maintained primarily for the transportation of property.

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

17.06.435 Non-conforming building.

A building or portion thereof which was lawful when established but which does not conform to subsequently established zoning or zoning regulations.

(Prior Code § 10-3.473; Ord. CS 447, 1980)

17.06.440 Non-conforming use.

A use lawful when established but which does not conform to subsequently established zoning or zoning regulations.

(Prior Code § 10-3.474; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.445 Nuisance.

Something which, by its use or existence, works annoyance, harm or damage to another.

(Ord. CS 447, 1980)

17.06.450 Nursery school.

A public, private, or other profit or nonprofit institution or organization conducting regularly scheduled care or supervision of preschool or school-age children.

(Prior Code § 10-3.475; Ord. CS 447, 1980)

17.06.455 Parapet.

A low guarding wall at any point of sudden drop, as at the edge of a terrace, roof, balcony, etc. In an exterior wall, fire wall, or party wall, the part entirely above the roof.

(Ord. CS 447, 1980)

17.06.460 Parking area, private.

An area, other than a street, used for the parking of automotive vehicles and restricted from general public use.

(Prior Code § 10-3.476; Ord. CS 447, 1980)

17.06.475 Patio.

An outdoor area adjoining walls of a building, paved, intended for outdoor living use. Sometimes covered by a roof. Completely open on at least 25 percent of the total amount of wall surface.

(Ord. CS 447, 1980)

17.06.476 Patio cover.

A roof structure attached to the main building that provides full or partial protection from the sun or rain and is open on all sides within the required rear yard setback. This may include such structures as arbors, awnings, pergolas or extended roof overhangs.

(Ord. CS 484, 1981)

17.06.480 Patio house.

A form of low-cost housing, is a single story dwelling unit on a small lot. Front, side and rear yards are consolidated into one garden area, either partially or completely bordered by rooms. The garden court is enclosed by walls. The exterior walls are erected on the lot lines.

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.485 Person.

An individual, business, company, corporation—both public and private, association, political or governmental subdivision or unit, or other group acting as a unit entity.

(Prior Code § 10-3.478a; Ord. CS 447, 1980)

17.06.490 Porch.

A structure attached to a building to shelter an entrance or to serve as a semi-enclosed space, usually roofed and generally open sided. It may be screened or glass-enclosed.

(Ord. CS 447, 1980)

17.06.495 Professional office.

Any building or portion of a building used or intended to be used as an office for a lawyer, architect, engineer, land surveyor, optometrist, accountant, and any other similar profession, and shall include the practice of any type of medicine, dentistry, or chiropractic.

(Prior Code § 10-3.479; Ord. CS 447, 1980)

17.06.500 Rentable floor area.

The floor area in a building, exclusive of corridor, stairs, elevator shafts, lavatories, flues, and janitor storage closet.

(Prior Code § 10-3.480; Ord. CS 447, 1980)

17.06.505 Residence.

A building used, designed, or intended to be used as a home or dwelling place, for one or more families.

(Prior Code § 10-3.481; Ord. CS 447, 1980)

17.06.510 Restaurant.

Any building or structure in which food and drinks are prepared for service to customers within such structure.

(Prior Code § 10-3.482; Ord. CS 447, 1980)

17.06.515 Restaurant, fast food.

A building or portion thereof where food is prepared which may be taken out or consumed at the premises. Usually described as providing no table service, with a fast turn-over of customers and causing high traffic generation.

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.520 Rest home or convalescent home.

A building and premise in and on which two or more sick, injured or infirm ambulatory persons are housed or intended to be housed for compensation and which is not equipped or intended to be used as a hospital.

(Prior Code § 10-3.483; Ord. CS 447, 1980)

17.06.525 Room.

An unsubdivided portion of the interior of a dwelling unit, excluding bathroom, kitchen, closets, hallways, and service porches.

(Prior Code § 10-3.484; Ord. CS 447, 1980)

17.06.530 School, elementary, junior high, and high.

Public and other profit or nonprofit institutions conducting regular academic instruction at kindergarten, elementary and secondary levels. Such institutions shall offer general academic instruction equivalent to the standards as prescribed by the Education Code of the State of California.

(Prior Code § 10-3.485; Ord. CS 447, 1980)

17.06.535 Seating facilities.

In places of public assembly in which spectators or patrons occupy benches, pews, or other similar seating facilities, each 24 inches of such seating facilities shall be counted as one seat for the purpose of determining off-street parking facilities.

(Ord. CS 447, 1980)

17.06.536 Mobile food vendor.

Mobile food vendor (food trucks/motorized carts) shall mean any vehicle, motorized cart, or trailer that is designed to be mobile and not permanently attached to the ground from which food is peddled or sold for sale.

(Ord. CS 1026, § I, 1-13-2020)

17.06.538 Semi trailer.

A "semi trailer" is a vehicle designed for carrying persons or property, used in conjunction with a motor vehicle, and so constructed that some part of its weight and that of its load rests upon, or is carried by, another vehicle.

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

17.06.540 Senior citizen housing.

Usually government subsidized housing, with special construction features built in for the elderly. Sometimes a nurse's or doctor's office on the premises. Tenants must meet certain qualifications.

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

(Ord. CS 447, 1980)

17.06.545 Setback.

The distance between any property line and the closest portion of the foundation of a building, or enclosed or covered porch or patio attached thereto.

(Prior Code § 10-3.486; Ord. CS 447, 1980)

17.06.547 Setback—Wireless communication facility (WCF).

Setback shall mean the required distance from the property line of the parcel on which the wireless communication facility is located to the support structure.

(Ord. CS 780, 2-28-2000)

17.06.550 Sign.

Any words, letters, figures, numerals, designs, or other marks shown on any card, cloth, paper, metal, painted glass, wood, plaster, stone or device of any kind or character by which anything is made known and used to attract attention for advertising purposes. This definition shall not include official notices issued by a court or public body or officer or directional warnings or information sign or structure required by or authorized by law or by federal, state, county, or City authority.

(Prior Code § 10-3.488; Ord. CS 447, 1980)

17.06.555 Site plan control.

Approval of the location of structures and parking areas built or to be built, erected, or constructed, based on plans to be submitted by the applicant.

(Prior Code § 10-3.487; Ord. CS 447, 1980)

17.06.560 Spot zoning.

An amendment which reclassifies a small piece of land in a manner inconsistent with existing zoning patterns.

(Ord. CS 447, 1980)

17.06.565 Story.

That portion of a building included between surface of any floor and the surface of any floor next above it, or if there is no floor above it, then the space between such floor and ceiling next above it.

(Prior Code § 10-3.489; Ord. CS 447, 1980)

17.06.570 Street.

A public thoroughfare or right-of-way dedicated as such or condemned for use as such, other than an alley, which affords principle means of access to abutting property.

(Prior Code § 10-3.490; Ord. CS 447, 1980)

17.06.575 Street, centerline.

The center line of a street right-of-way as established by official surveys.

(Prior Code § 10-3.493; Ord. CS 447, 1980)

17.06.580 Street, collector.

Streets connecting residential neighborhoods with major streets, collecting the traffic from minor streets along the most direct and convenient route to the major street system.

(Ord. CS 447, 1980)

17.06.585 Street, major.

The primary function of a major street is to carry a large capacity of traffic at high speed from one part of the City to another.

(Prior Code § 10-3.492; Ord. CS 447, 1980)

17.06.595 Strip commercial.

A narrow strip of individual commercial businesses along one or both sides of a major roadway.

(Ord. CS 447, 1980)

17.06.600 Structural alteration.

Any change in the supporting members of a structure such as the bearing walls or partitions, columns, beams, or girders.

(Prior Code § 10-3.494; Ord. CS 447, 1980)

17.06.605 Structure.

Anything constructed or erected, the use of which required location on or under the ground or attached to something having a permanent location on the ground, except awnings, benches, statuary, fish ponds, pavement, tents, vehicles, trailers, or fences or walls used as fences less than six feet in height, or any similar object.

(Prior Code § 10-3.495; Ord. CS 447, 1980)

17.06.610 Structure, temporary.

A structure which is readily movable and used or intended to be used for a specific number of days which shall be established by the Planning Commission.

(Prior Code § 10-3.496; Ord. CS 447, 1980)

17.06.612 Support structure.

A support structure is a structure designed and constructed specifically to support an antenna array, and may include a monopole, self-supporting tower, guy-wire support tower and similar structures. Any device which is used to attach an Attached Wireless communication facility to an existing building or structure shall be excluded from this definition of regulations as applicable to support structures.

(Ord. CS 780, 2-28-2000)

17.06.613 Supportive housing.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing units are residential uses allowed in any zone allowing residential uses, subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone. "Target population" means persons, including persons with disabilities, and families who are "homeless," as that term is defined by Section 11302 of Title 42 of the United States Code, or who are "homeless youths," that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code.

(Ord. CS 1014, § 2, 9-23-2019)

17.06.615 Trailer.

A "Trailer" is a vehicle designed for carrying persons or property on its own structure and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon any other vehicle. This does not include a travel trailer as described in Section 17.06.625 nor does it include a fifth-wheel travel trailer as defined in Section 17.06.258.

(Prior Code § 10-3.497.1; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.620 Trailer park, mobile home park or trailer court.

A space, area, or building designed, equipped, or maintained for the harboring, parking, or storing of two or more trailers, coaches, or house cars which haul such trailers, coaches or house cars being used as living or sleeping quarters for humans.

(Prior Code § 10-3.499; Ord. CS 447, 1980)

17.06.625 Trailer, travel.

A vehicle without motive power, designed and constructed to travel on the public thoroughfares in accordance with the provisions of the State Vehicle Code and to be used for human habitation or for carrying property, without provisions for sewage disposal.

(Prior Code § 10-3.497; Ord. CS 447, 1980)

17.06.627 Transitional housing.

"Transitional housing" means rental housing operated under program requirements that call for termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months from the beginning of assistance but no longer than one year in duration. Transitional housing units are residential uses allowed in any zone allowing residential uses, subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone.

(Ord. CS 1014, § 2, 9-23-2019)

17.06.630 Truck, pickup.

A "pickup truck" is a motor truck with a manufacturer's gross vehicle weight rating of less than 10,101 pounds, an unladen weight of less than 6,001 pounds, and which is equipped with an open box-type bed of less than 9 feet in length.

(Prior Code § 10-3.4100; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.635 Truck, tractor.

A "truck tractor" is a motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load, other than a part of the weight of the vehicle and the load so drawn. As used in this section "load" does not include items carried on the truck tractor in conjunction with the operation of the vehicle if the load carrying space for these items does not exceed 34 square feet.

(Prior Code § 10-3.4101; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.640 Use.

The purpose of which land or a building is arranged, designed, or intended, or for which either land or building is or may be occupied or maintained.

(Prior Code § 10-3.4102; Ord. CS 447, 1980; Ord. CS 447, 1980)

17.06.645 Vehicles.

Includes any auto, truck, bus, van, or other similarly described conveyance.

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.647 Wireless communication.

Wireless communication shall mean any personal wireless services as defined in the Telecommunication Act of 1996, which includes FCC licensed commercial wireless telecommunications service including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist or that may in the future be developed.

(Ord. CS 780, 2-28-2000)

17.06.648 Wireless communication facility (WCF).

A wireless communication facility is any un-staffed facility for the transmission and/or reception of wireless telecommunications services, usually consisting of an antenna array, connection cables, an equipment facility, and a support structure to achieve the necessary elevation.

(Ord. CS 780, 2-28-2000)

17.06.650 Yard.

Land unoccupied or unobstructed, except for such encroachments as may be permitted by this ordinance, surrounding a building.

(Prior Code § 10-3.4104; Ord. CS 447, 1980)

17.06.655 Yard, front.

A yard extending across the full width of the lot between the front lot line and the closest portion of the foundation of the main building or enclosed or covered porch or patio attached thereto. A minimum front yard is the minimum permitted depth of yard as measured at right angles to the front property line and extending across the full width of the lot. The closest portion of the foundation of the main building, or enclosed patio attached thereto shall not encroach into the minimum front yard.

(Prior Code § 10-3.4105; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.660 Yard, rear.

A yard extending across the full width of the lot between the rear lot line and the closest portion of the foundation of the building, or enclosed or covered porch or patio thereto. A minimum rear yard is the minimum permitted depth of yard as measured at right angles to the rear property line and extending across the full width of the lot. The closest portion of the foundation of the main building, or enclosed or covered patio attached thereto, shall not encroach into the minimum rear yard.

(Prior Code § 10-3.4106; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.665 Yard, side.

A yard on each side of the main building extending from the front yard to the rear yard, the width of each of such yard being measured between the side line of the lot and the closest portion of the foundation of the main building, or enclosed or covered porch or patio attached thereto. A minimum side yard is the minimum permitted

depth of yard as measured at right angles to the side property line and extending along the sides of the lot from the minimum front yard to the minimum rear yard. The closest portion of the foundation of the main building or enclosed or covered patio attached thereto shall not encroach into the minimum side yard.

(Prior Code § 10-3.4107; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.670 Zero lot line.

When a building is erected on the lot line, leaving no distance between the lot line and the structure.

(Ord. CS 447, 1980)

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

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

	R-E	R-1-10	R-1-8	R-1-6	R-1-5
Minimum Lot Area per dwelling unit (sq. ft.)	16,000	10,000	8,000	6,000	5,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60	50
Minimum Lot Width (feet) Corner Lot	110	100	80	70	60
Minimum Lot Depth	130	100	100	100	100
Minimum Lot Depth Knuckle Lot	120	90	90	90	90
Minimum Lot Depth Cul-de-sac Lot	110	80	80	80	80
Minimum Front yard Setback (exterior)	20	20	20	20	10
Minimum Rear yard Setback	20	20	20	15	5
Minimum Side yard Setback (interior)	10	10	5	5	5
Minimum Side yard Setback Corner Lot					
abutting a front yard	20	20	15	15	10
abutting a side yard	10	10	10	10	2
Minimum Landscaped or open recreational area	30 percent	30 percent	30 percent	30 percent	25 percent

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 595, 1985; Ord. CS 1069, § 4 (Exh. A), 11-12-2024; Ord. CS XXX, 11-10-2025)

CHAPTER 17.06 DEFINITIONS

17.06.010 Abut.

Two adjoining parcels of property with common property line are herein considered as one parcel abutting the other.

(Prior Code § 10-3.401; Ord. CS 447, 1980)

17.06.015 Accessory building.

A building, part of a building, or structure which is subordinate to, and the use of which is incidental to that of the main building, structure, or use on the same lot.

(Prior Code § 10-3.402; Ord. CS 447, 1980)

17.06.016 Accessory buildings, exempt.

An accessory building or structure which contains less than 120 square feet of projected roof area and is less than eight feet in overall height is exempt from the provisions of this chapter; provided that no such structure shall encroach on any front yard or easement and that only one exempt structure is permitted per residential lot.

(Ord. CS 484, 1981)

17.06.020 Accessory living quarters or guest house.

Living quarters within an accessory building located on the same premises for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities, not rented, leased or sold separately from the rental, lease or sale of the main building.

(Prior Code § 10-3.403; Ord. CS 447, 1980)

17.06.025 Accessory use.

A use naturally and normally incidental to, subordinate to and devoted exclusively to the main use of the premises.

(Prior Code § 10-3.404; Ord. CS 447, 1980)

17.06.030 Alcoholic beverages.

To include any beverage containing alcohol, including beer, wine, champagne, hard liquor, etc.

(Prior Code § 10-3.405; Ord. CS 447, 1980)

17.06.035 Alley.

Any dedicated way intended for vehicular service to the rear or side of property served by a street.

(Prior Code § 10-3.405; Ord. CS 447, 1980)

17.06.040 Amusement arcade.

A commercial establishment or business operated primarily to amuse customers through the use of amusement games or devices operated by or at the request of the customer. Amusement games or devices are mechanical, electrical or electronic games or devices for the purpose of testing the skill or amusement or information to the participant and/or spectators or observers. A device to provide music only is not an amusement game or device.

(Prior Code § 10-3.405A; Ord. CS 346, 1977; Ord. CS 386, 1979; Ord. CS 447, 1980)

17.06.045 Amusement or recreation, commercial places of.

Generally, a common sense analysis of the proposed commercial use determines the applicability of Section 17.45.010 subsection (g), provided that an amusement arcade is specifically a place of amusement or recreation.

(Prior Code § 10-3.405B; Ord. CS 346, 1977; Ord. CS 386, 1979; Ord. CS 447, 1980)

17.06.047 Antenna array.

An antenna array is one or more rods, panels, discs, or similar devices used for the transmission or reception of radio frequency signals, which may include omni-directional antenna (rod), directional antenna (panel) and parabolic antenna (disc). The Antenna Array does not include the support structure.

(Ord. CS 780, 2-28-2000)

17.06.050 Apartment.

One of three or more dwelling units located on a single lot, each having separate kitchen and toilet facilities. Also see Dwelling, Multiple family.

(Prior Code § 10-3.406; Ord. CS 447, 1980)

17.06.055 Apartment, efficiency.

An apartment containing no bedroom, in which the living room usually serves as the sleeping facility.

(Ord. CS 447, 1980)

17.06.060 Apartment, studio.

Same as "Apartment-Efficiency."

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:31 [EST]

17.06.065 Architectural control.

Approval of the appearance of buildings or structures built or to be built, erected, constructed, altered, or relocated, based on plans and elevations of the proposed buildings or structures, or approval of the appearance of businesses to be conducted primarily out of doors. Architectural control shall also include approval of landscaping, signs and/or other elements of exterior appearance.

(Prior Code § 10-3.409; Ord. CS 447, 1980)

17.06.067 Attached wireless communication facility. (Attached WCF).

An attached wireless communication facility is an antenna array that is attached to an existing building or structure, which structure shall include but not be limited to utility poles, signs, water towers, with any accompanying pole or device which attaches the antenna array to the existing building or structure and associated connection cables, and an equipment facility which may be located either inside or outside the attachment structure.

(Ord. CS 780, 2-28-2000)

17.06.070 Auction.

A public sale at which the merchandise (old or new) goes to the highest bidder.

(Ord. CS 447, 1980)

17.06.075 Automobile and trailer sales lot.

An open area used for the display, sales or rentals of new or used automobiles and trailer coaches, but where no repair, repainting or remodeling is done.

(Prior Code § 10-3.410; Ord. CS 447, 1980)

17.06.080 Automobile service station.

Any building, structure, premise or other place used primarily for the retail sale and dispensation of motor fuels, lubricants and motor vehicle accessories, and the rendering of minor services and repairs to such vehicles, but not including painting or body and fender repair and washing where a conveyor, blower, or steam cleaning device is used.

(Prior Code § 10-3.412; Ord. CS 447, 1980)

17.06.085 Automobile wrecking yard.

Any lot, or the use of any portion of a lot for the dismantling or wrecking of automobiles and other motor vehicles, or for their storage, or the keeping for sale of parts and equipment resulting from such dismantling or wrecking.

(Prior Code § 10-3.411; Ord. CS 447, 1980)

17.06.090 Awning.

A roof-like cover of canvas or other materials, extending out from a building, usually above windows or doors. Also "Marquee."

(Ord. CS 447, 1980)

17.06.095 Balcony.

A platform, enclosed by a parapet or a railing, projecting from the wall of a building above ground floor level.

(Ord. CS 447, 1980)

17.06.100 Basement.

A space partly or wholly underground, and having more than one half of its height measured from its floor to the ceiling below the average of adjoining grade; if the finished floor level directly above a basement is more than six feet above grade at any point, such basement shall be considered a story.

(Prior Code § 10-3.413; Ord. C 447, 1980)

17.06.105 Block.

All property fronting on one side of a street between intercepting streets, or between a street and right-of-way, waterway, and of a cul-de-sac, or City-county boundary.

(Prior Code § 10-3.414; Ord. CS 447, 1980)

17.06.110 Boarding or rooming house.

A building with not more than three guest rooms, where, for compensation, meals are provided for at least three but not more than five persons.

(Prior Code § 10-3.415; Ord. CS 447, 1980)

17.06.115 Boat Trailer.

A trailer designed or used to transport a boat.

(Prior Code § 10-3.416; Ord. CS 447, 1980)

17.06.120 Building.

Any structure built and maintained for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings as defined in "Structure—Temporary." Trailers, with or without wheels, shall not be considered as buildings.

(Prior Code § 10-3.417; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:31 [EST]

17.06.125 Building, area of.

The sum in square feet of the gross area covered by all buildings and structures on a lot.

(Prior Code § 10-3.418; Ord. CS 447, 1980)

17.06.130 Building, height of.

The vertical distance from the average ground level to the highest point of the structure exclusive of chimneys and ventilators.

(Prior Code § 10-3.420; Ord. CS 447, 1980)

17.06.135 Building, main.

A building within which is conducted the principle use permitted on the lot.

(Prior Code § 10-3.420; Ord. CS 447, 1980)

17.06.140 Building setback line.

The minimum distance between any property line and the closest portion of the foundation of the main building, or enclosed or covered porch attached thereto.

(Prior Code § 10-3.421; Ord. CS 447, 1980)

17.06.145 Building site.

The ground area of a building together with all the open space required by this ordinance.

(Prior Code § 10-3.422; Ord. CS 447, 1980)

17.06.150 Temporary.

See "Structure-Temporary."

(Prior Code § 10-3.423; Ord. CS 447, 1980)

17.06.155 Bus.

A "bus" is any vehicle, including a trailer bus, designed, used, or maintained for carrying more than 15 persons including the driver or a vehicle designed, used, or maintained for carrying more than ten persons, including the driver, which is used to transport persons for compensation or profit, or is used by any nonprofit organization or group, is also a bus. A van pool vehicle is not a bus.

(Prior Code § 10-3.424; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.160 Business or commerce.

The purchase, sale or other transaction involving the handling, or disposition of any article, substance or commodity for profit or livelihood; recreational or amusement enterprises and trades rendering personal services.

(Prior Code § 10-3.425; Ord. CS 447, 1980)

17.06.165 Camper.

A truck with a body attachment, the attachment designed to be used for human habitation.

(Prior Code § 10-3.426; Ord. CS 447, 1980)

17.06.170 Church.

A permanently located building commonly used for religious worship fully enclosed with walls (including windows and doors) and having a roof (canvas or fabric excluded) and conforming to applicable legal requirements affecting design and construction.

(Prior Code § 10-3.427; Ord. CS 447, 1980)

17.06.172 Collocation/site sharing.

Collocation/site sharing shall mean use of a common wireless communication facility or common site by two or more wireless license holders or by one wireless license holder for more than one type of communications technology and/or placement of a wireless communication facility on a structure owned or operated by a utility or other entity.

(Ord. CS 780, 2-28-2000)

17.06.174 Community care facility.

Any facility, place or building which is maintained and operated to provide non-medical residential care or day care services for children, adults, or children and adults, including, but not limited to, the physically handicapped, mentally impaired or incompetent persons. A Community Care Facility which services six or fewer persons shall be considered a residential use of property for the purposes of this chapter.

(Ord. CS 484, 1981)

17.06.175 Condominium.

Means the same as defined by Section 16.53.020 (d) of the Atwater Municipal Code as referenced to Section 783 of the California Civil Code.

(Ord. CS 447, 1980)

17.06.180 Condominium conversions.

The conversion of existing dwelling units into condominiums.

(Supp. No. 11)

Created: 2025-10-01 08:18:31 [EST]

(Ord. CS 447, 1980)

17.06.185 Court.

An open, unoccupied area, other than a yard, on the same lot with a building or buildings, bounded on two or more sides by such building or buildings.

(Prior Code § 10-3.428; Ord. CS 447, 1980)

17.06.187 Crop cultivation.

The cultivation of tree, vine, field, forage, and other plant crops intended to provide food or fibers. The classification excludes wholesale or retail nurseries, vineyards and ancillary wineries and distilleries. This classification includes the indoor cultivation of cannabis, marijuana, and cannabis, marijuana nurseries.

(Ord. CS 982, § 3, 10-23-2017)

17.06.188 Cul-de-sac

A street that is closed at one end.

(Ord. CS XXX, 11-10-2025)

17.06.190 District.

A portion of the territory of the City with which certain regulations and requirements or various combinations thereof apply under the provisions of this Code.

(Prior Code § 10-3.429; Ord. CS 447, 1980)

17.06.195 Dump.

A place used for the disposal, abandonment, or discarding by burial, incineration, or by any other means of any garbage, sewage, trash, refuse, rubble, waste materials, offal or dead animals.

(Prior Code § 10-3.430; Ord. CS 447, 1980)

17.06.200 Duplex.

See "Dwelling-Two-Family."

(Ord. CS 447, 1980)

17.06.205 Dwelling.

A building or portion thereof designed and used exclusively for residential occupancy and permitted home occupations, including single-family, two-family and multiple-family dwellings, trailers in a trailer park area, but not including hotels, motels, boarding or rooming houses.

(Prior Code § 10-3.431; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.210 Dwelling, group.

Two or more dwellings located on a single lot and each having separate kitchen and toilet facilities.

(Prior Code § 10-3.435; Ord. CS 447, 1980)

17.06.215 Dwelling, multiple family.

A building or buildings designed and used for occupancy by three or more families, all living independently of each other and having separate kitchen and toilet facilities for each family or building on the same parcel of real property.

(Prior Code § 10-3.432; Ord. CS 447, 1980)

17.06.220 Dwelling, one-family.

A detached building designed or used exclusively for the occupancy of one family, and having kitchen and toilet facilities for only one family.

(Prior Code § 10-3.433; Ord. CS 447, 1980)

17.06.225 Dwelling, two-family.

A building designed or used exclusively for the occupancy of two families living independently of each other and having separate kitchen and toilet facilities for each family.

(Prior Code § 10-3.434; Ord. CS 447, 1980)

17.06.230 Dwelling unit.

Two or more connected rooms in a dwelling designed or used exclusively for the occupancy by one family for living or sleeping purposes and having only one kitchen and separate toilet facilities.

(Prior Code § 10-3.436; Ord. CS 447, 1980)

17.06.235 Employee.

Employee shall mean any person employed or anticipated to be employed on the premises.

(Ord. CS 447, 1980)

17.06.237 Equipment facility.

An equipment facility is any structure used to contain ancillary equipment for a Wireless communication facility which includes cabinets, shelters, a build-out of an existing structure, pedestals, and other similar structures.

(Ord. CS 780, 2-28-2000)

17.06.240 Family.

An individual or two or more persons related by blood, marriage, or adoption, or a group of not more than five persons (excluding domestic employees) who need not be related by blood, marriage, or adoption, living together in a single-family dwelling unit.

(Prior Code § 10-3.437; Ord. CS 447, 1980)

17.06.245 Fence.

An enclosing or dividing framework for land, yards or gardens that permits fifty percent of light, air and vision through the surface in a horizontal plane.

(Prior Code § 10-3.438; Ord. CS 447, 1980)

17.06.250 Fence, wall.

A masonry structure or device forming a physical barrier, which is so constructed that the vertical surface is closed and prevents the passage of light and vision through said surface in a horizontal plane.

(Ord. CS 447, 1980)

17.06.255 Fence, solid.

Any structure or device forming a physical barrier, which is so constructed that the vertical surface is closed and prevents the passage of light and vision through said surface in a horizontal plane.

(Ord. CS 447, 1980)

17.06.258 Fifth-wheel travel trailer.

A "fifth-wheel travel trailer" is a vehicle designed for recreational purposes to carry persons or property on its own structure and so constructed as to be drawn by a motor vehicle by means of a kingpin connecting device.

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

17.06.260 Floor area.

For the purpose of establishing parking requirements, floor area shall mean the net floor area. In the case of office, merchandising or service types of uses it shall not include areas principally for non-public purposes such as incidental repair, processing or packaging of merchandise, for show windows, for toilets or restrooms, for utilities, or for dressing rooms, fitting rooms or alteration rooms.

(Prior Code § 10-3.439; Ord. CS 447, 1980)

17.06.265 Frontage.

That portion of a parcel of property which abuts a dedicated public street or highway.

(Prior Code § 10-3.440; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.270 Garage, public.

Any building other than a private garage used for the care, repair or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire or sale.

(Prior Code § 10-3.442; Ord. CS 447, 1980)

17.06.275 Garage sale.

For the purpose of this chapter, a "garage sale" is a sale conducted by an individual home owner or occupant of a home, or apartment owner, or an occupant of an apartment unit, or owner or occupant of any other residential or dwelling unit, for the purpose of selling, trading, bargaining, exchanging or otherwise disposing of unwanted or surplus household furnishings, or goods, or other tangible personality, usually conducted in a garage, on a patio, upon a driveway, or on or in any portion of premises in a residential zone, and for which no inventory or permanent or detailed records are kept on the transactions thus carried out. It may, at times, be conducted by a combination of residential dwellers at a single location. All sales designated "lawn sale," "attic sale," "moving sale," "flea market sale," or other terms of similar or like intent and having the foregoing characteristics and purposes are garage sales, excluding those sales held by charitable institutions on property owned and maintained by said organizations, and, excluding those areas sponsored by bona fide service clubs.

(Ord. CS 447, 1980; Ord. CS 776, 9-27-1999)

17.06.280 Grade.

The mean elevation of the finished surface of the ground adjacent to the exterior walls of the building; except that where the exterior walls are within five feet of a street line, the elevations of the sidewalk at the center of such exterior wall or walls shall be taken as the grade.

(Prior Code § 10-3.443; Ord. CS 447, 1980)

17.06.285 Guest.

Any transient who occupies a room for sleeping purposes.

(Prior Code § 10-3.444; Ord. CS 447, 1980)

17.06.290 Guest room.

A room which is designed and/or used by one or more guests for sleeping purposes, but, in which no provision is made for cooking.

(Prior Code § 10-3.445; Ord. CS 447, 1980)

17.06.295 Hedge.

A plant or series of plants, shrubs, or other landscape materials, so arranged as to form a physical barrier by enclosure.

(Prior Code § 10-3.446; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.297 Height. Wireless communication facility (WCF).

When referring to a wireless communication facility, height shall mean the distance measured from grade to the highest point on the wireless communication facility, including the antenna array.

(Ord. CS 780, 2-28-2000)

17.06.300 Home occupations.

A business conducted entirely within or from a dwelling unit and carried on by persons residing within the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling and does not change the residential character of the dwelling or adjacent dwellings and in connection with that there is no display or commodities sold at the dwelling and no use of any accessory buildings or yard space or activity outside the dwelling.

(Prior Code § 10-3.447; Ord. CS 447, 1980; Ord. CS 631, 1987)

17.06.305 Industry, industrial operation.

The manufacture, fabrication, processing, reduction or destruction of any article, substance or commodity, or any other treatment thereof in such a manner as to change the form, character or appearance thereof and including storage elevators, storage yards, warehouses, wholesale storage and other similar types of enterprises. This classification includes the cultivation, nurseries, processing, extraction, manufacturing, testing, distribution, and transportation of cannabis and cannabis products.

(Prior Code § 10-3.449; Ord. CS 447, 1980; Ord. CS 982, § 4, 10-23-2017)

17.06.310 Junk.

Any worn out, cast off, or discarded article or material which is ready for destruction or has been collected or stored for salvage or conversion to some use. Any article or material which, unaltered or unchanged and without further reconditioning, can be used for its original purpose as readily as when new, shall not be considered junk.

(Prior Code § 10-3.450; Ord. CS 447, 1980)

17.06.315 Junk yard.

Any lot, or the use of any portion of a lot, for the dismantling of machinery (not including motor vehicles) or for the storage or keeping for sale of parts and equipment resulting from dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials, pipes, plumbing, etc.

(Prior Code § 10-3.451; Ord. CS 447, 1980)

17.06.320 Kennel.

Any lot or premises on which four or more dogs and/or cats over four months old are kept, maintained, boarded or offered for sale.

(Prior Code § 10-3.452; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.325 Kitchen.

Any room or area intended or designed to be used or maintained for the cooking, storing and preparation of food.

(Prior Code § 10-3.453; Ord. CS 447, 1980)

17.06.327 Knuckle Lot

A lot located at the curved turning point or bend of a roadway, typically within a cul-de-sac or curved street alignment, resulting in an irregular lot shape.

(Ord. CS XXX, 11-10-2025)

17.06.330 Landscaping.

Shall mean planting, including trees, shrubs, lawn areas, ground covers, suitably designed, selected, installed and maintained so as to be permanently attractive. Decorative screens, fences, ornamental post lamps and decorative rock are considered as elements of landscape development.

(Ord. CS 447, 1980)

17.06.335 Landscape plan.

A plan showing the size, location, number and variety of major plant materials to be used, including the botanical or common plant names and the location, type and design of all irrigation facilities.

(Ord. CS 447, 1980)

17.06.340 Loading.

The removal or replacement of any commodity, in, on, or from a vehicle of any type.

(Prior Code § 10-3.454; Ord. CS 447, 1980)

17.06.345 Loading space.

An off-street space or berth on the same lot with a building or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading and which abuts a street, alley, or other appropriate means of access.

(Prior Code § 10-3.455; Ord. CS 447, 1980)

17.06.350 Lot.

A parcel of land occupied or to be occupied by a use, building, or unit group of buildings and accessory buildings, together with such yards, open space, lot width and lot area as are required by this chapter, and having

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

frontage upon a street (other than an alley), or a private easement determined by the Commission to be adequate for purposes of access.

(Prior Code § 10-3.456; Ord. CS 447, 1980)

17.06.355 Lot area.

The total of the area, measured in a horizontal plane, within the lot lines of a lot.

(Prior Code § 10-3.457; Ord. CS 447, 1980)

17.06.360 Lot corner.

A lot situated at the junction of two or more streets having an angle of intersection of not more than 135 degrees, with a boundary line thereof bordering on each of the streets. The point of intersection of the street right-of-way lines or the extension of such lines to a point is the "corner."

(Prior Code § 10-3.458; Ord. CS 447, 1980)

17.06.365 Lot coverage.

The area of a lot occupied by buildings, structures, and covered parking areas, not including fences, hedges, swimming pools, and uncovered patios.

(Prior Code § 10-3.459; Ord. CS 378, 1979; Ord. CS 447, 1980)

17.06.370 Lot depth.

The average horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

(Prior Code § 10-3.460; Ord. CS 447, 1980)

17.06.375 Lot, key.

The first lot to the rear of a reversed corner lot and not separated by an alley.

(Prior Code § 10-3.461; Ord. CS 447, 1980)

17.06.380 Lot line.

Any line bounding a lot as herein defined.

(Prior Code § 10-3.465; Ord. CS 447, 1980)

17.06.385 Lot line, front.

The property line dividing a lot from a street. On a corner lot only one street line shall be considered the front line and the shorter street frontage shall be considered the front line, except in those cases where the latest deed restrictions specify another line as the front lot line.

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

(Prior Code § 10-3.466; Ord. CS 447, 1980)

17.06.390 Lot line, rear.

A line which is opposite and most distant from the front lot line, and, in the case of an irregular, triangular or gore shaped lot, a line within a lot at least ten feet in length, parallel to and/or at the maximum distance from the front lot line.

(Prior Code § 10-3.467; Ord. CS 447, 1980)

17.06.395 Lot line, side.

Any lot lines other than the front or rear lot lines.

(Prior Code § 10-3.468; Ord. CS 447, 1980)

17.06.400 Lot, non-conforming.

A lot having less area or dimension than required in the district in which it is located and which was lawfully created prior to the zoning ordinance of October 8, 1956, or before it was annexed to the City.

(Prior Code § 10-3.462; Ord. CS 447, 1980)

17.06.405 Lot, reversed corner.

A corner lot, the sideline of which is substantially a continuation of the front lot lines of the lots to its rear, whether across an alley or not.

(Prior Code § 10-3.464; Ord. CS 447, 1980)

17.06.410 Lot, through.

A lot having frontage on two public streets, not including a corner or reversed corner lot.

(Prior Code § 10-3.463; Ord. CS 447, 1980)

17.06.415 Lot width.

The average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

(Prior Code § 10-3.469; Ord. CS 447, 1980)

17.06.417 Massage Therapy.

Means any method of pressure on or pressure against, or stroking kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of another human body with the use of the hands, arms or other portion of the body, or with the aid of any mechanical or electrical apparatus or appliances with or without such

supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in this practice.

(Ord. CS 768, 3-8-1999)

17.06.420 Medical office.

Any building or portion of a building used or intended to be used as an office for the practice of any type of medicine, including chiropractics, dentistry, or optometry. It may also include clinics of a medical or dental nature.

(Prior Code § 10-3.470; Ord. CS 447, 1980)

17.06.425 Mobile living unit.

A camp trailer, camper, house car, mobile home, recreational vehicle, or trailer coach as each of these terms is defined in the Health and Safety Code of the State of California, and the Vehicle Code of the State of California, or any other vehicle or structure originally designed or permanently altered in such a manner to permit occupancy or use thereof for living and sleeping purposes, and so designed or equipped with wheels, or capable of being mounted on wheels and used as a conveyance on public streets or highways.

(Prior Code § 10-3.498; Ord. CS 364, 1978; Ord. CS 447, 1980)

17.06.430 Motel.

A building or group of buildings used for transient residential purposes containing guest rooms or dwelling units with automobile storage space provided in connection therewith, which building or group is designed, intended, or used primarily for the accommodation of transient automobile travelers; including groups designated as auto cabins, motor courts, motor hotels, and similar designations.

(Prior Code § 10-3.472; Ord. CS 447, 1980)

17.06.433 Motor truck.

A "motor truck" or "motor truck" is a motor vehicle designed, used, or maintained primarily for the transportation of property.

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

17.06.435 Non-conforming building.

A building or portion thereof which was lawful when established but which does not conform to subsequently established zoning or zoning regulations.

(Prior Code § 10-3.473; Ord. CS 447, 1980)

17.06.440 Non-conforming use.

A use lawful when established but which does not conform to subsequently established zoning or zoning regulations.

(Prior Code § 10-3.474; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.445 Nuisance.

Something which, by its use or existence, works annoyance, harm or damage to another.

(Ord. CS 447, 1980)

17.06.450 Nursery school.

A public, private, or other profit or nonprofit institution or organization conducting regularly scheduled care or supervision of preschool or school-age children.

(Prior Code § 10-3.475; Ord. CS 447, 1980)

17.06.455 Parapet.

A low guarding wall at any point of sudden drop, as at the edge of a terrace, roof, balcony, etc. In an exterior wall, fire wall, or party wall, the part entirely above the roof.

(Ord. CS 447, 1980)

17.06.460 Parking area, private.

An area, other than a street, used for the parking of automotive vehicles and restricted from general public use.

(Prior Code § 10-3.476; Ord. CS 447, 1980)

17.06.475 Patio.

An outdoor area adjoining walls of a building, paved, intended for outdoor living use. Sometimes covered by a roof. Completely open on at least 25 percent of the total amount of wall surface.

(Ord. CS 447, 1980)

17.06.476 Patio cover.

A roof structure attached to the main building that provides full or partial protection from the sun or rain and is open on all sides within the required rear yard setback. This may include such structures as arbors, awnings, pergolas or extended roof overhangs.

(Ord. CS 484, 1981)

17.06.480 Patio house.

A form of low-cost housing, is a single story dwelling unit on a small lot. Front, side and rear yards are consolidated into one garden area, either partially or completely bordered by rooms. The garden court is enclosed by walls. The exterior walls are erected on the lot lines.

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.485 Person.

An individual, business, company, corporation—both public and private, association, political or governmental subdivision or unit, or other group acting as a unit entity.

(Prior Code § 10-3.478a; Ord. CS 447, 1980)

17.06.490 Porch.

A structure attached to a building to shelter an entrance or to serve as a semi-enclosed space, usually roofed and generally open sided. It may be screened or glass-enclosed.

(Ord. CS 447, 1980)

17.06.495 Professional office.

Any building or portion of a building used or intended to be used as an office for a lawyer, architect, engineer, land surveyor, optometrist, accountant, and any other similar profession, and shall include the practice of any type of medicine, dentistry, or chiropractic.

(Prior Code § 10-3.479; Ord. CS 447, 1980)

17.06.500 Rentable floor area.

The floor area in a building, exclusive of corridor, stairs, elevator shafts, lavatories, flues, and janitor storage closet.

(Prior Code § 10-3.480; Ord. CS 447, 1980)

17.06.505 Residence.

A building used, designed, or intended to be used as a home or dwelling place, for one or more families.

(Prior Code § 10-3.481; Ord. CS 447, 1980)

17.06.510 Restaurant.

Any building or structure in which food and drinks are prepared for service to customers within such structure.

(Prior Code § 10-3.482; Ord. CS 447, 1980)

17.06.515 Restaurant, fast food.

A building or portion thereof where food is prepared which may be taken out or consumed at the premises. Usually described as providing no table service, with a fast turn-over of customers and causing high traffic generation.

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.520 Rest home or convalescent home.

A building and premise in and on which two or more sick, injured or infirm ambulatory persons are housed or intended to be housed for compensation and which is not equipped or intended to be used as a hospital.

(Prior Code § 10-3.483; Ord. CS 447, 1980)

17.06.525 Room.

An unsubdivided portion of the interior of a dwelling unit, excluding bathroom, kitchen, closets, hallways, and service porches.

(Prior Code § 10-3.484; Ord. CS 447, 1980)

17.06.530 School, elementary, junior high, and high.

Public and other profit or nonprofit institutions conducting regular academic instruction at kindergarten, elementary and secondary levels. Such institutions shall offer general academic instruction equivalent to the standards as prescribed by the Education Code of the State of California.

(Prior Code § 10-3.485; Ord. CS 447, 1980)

17.06.535 Seating facilities.

In places of public assembly in which spectators or patrons occupy benches, pews, or other similar seating facilities, each 24 inches of such seating facilities shall be counted as one seat for the purpose of determining off-street parking facilities.

(Ord. CS 447, 1980)

17.06.536 Mobile food vendor.

Mobile food vendor (food trucks/motorized carts) shall mean any vehicle, motorized cart, or trailer that is designed to be mobile and not permanently attached to the ground from which food is peddled or sold for sale.

(Ord. CS 1026, § I, 1-13-2020)

17.06.538 Semi trailer.

A "semi trailer" is a vehicle designed for carrying persons or property, used in conjunction with a motor vehicle, and so constructed that some part of its weight and that of its load rests upon, or is carried by, another vehicle.

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

17.06.540 Senior citizen housing.

Usually government subsidized housing, with special construction features built in for the elderly. Sometimes a nurse's or doctor's office on the premises. Tenants must meet certain qualifications.

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

(Ord. CS 447, 1980)

17.06.545 Setback.

The distance between any property line and the closest portion of the foundation of a building, or enclosed or covered porch or patio attached thereto.

(Prior Code § 10-3.486; Ord. CS 447, 1980)

17.06.547 Setback—Wireless communication facility (WCF).

Setback shall mean the required distance from the property line of the parcel on which the wireless communication facility is located to the support structure.

(Ord. CS 780, 2-28-2000)

17.06.550 Sign.

Any words, letters, figures, numerals, designs, or other marks shown on any card, cloth, paper, metal, painted glass, wood, plaster, stone or device of any kind or character by which anything is made known and used to attract attention for advertising purposes. This definition shall not include official notices issued by a court or public body or officer or directional warnings or information sign or structure required by or authorized by law or by federal, state, county, or City authority.

(Prior Code § 10-3.488; Ord. CS 447, 1980)

17.06.555 Site plan control.

Approval of the location of structures and parking areas built or to be built, erected, or constructed, based on plans to be submitted by the applicant.

(Prior Code § 10-3.487; Ord. CS 447, 1980)

17.06.560 Spot zoning.

An amendment which reclassifies a small piece of land in a manner inconsistent with existing zoning patterns.

(Ord. CS 447, 1980)

17.06.565 Story.

That portion of a building included between surface of any floor and the surface of any floor next above it, or if there is no floor above it, then the space between such floor and ceiling next above it.

(Prior Code § 10-3.489; Ord. CS 447, 1980)

17.06.570 Street.

A public thoroughfare or right-of-way dedicated as such or condemned for use as such, other than an alley, which affords principle means of access to abutting property.

(Prior Code § 10-3.490; Ord. CS 447, 1980)

17.06.575 Street, centerline.

The center line of a street right-of-way as established by official surveys.

(Prior Code § 10-3.493; Ord. CS 447, 1980)

17.06.580 Street, collector.

Streets connecting residential neighborhoods with major streets, collecting the traffic from minor streets along the most direct and convenient route to the major street system.

(Ord. CS 447, 1980)

17.06.585 Street, major.

The primary function of a major street is to carry a large capacity of traffic at high speed from one part of the City to another.

(Prior Code § 10-3.492; Ord. CS 447, 1980)

17.06.595 Strip commercial.

A narrow strip of individual commercial businesses along one or both sides of a major roadway.

(Ord. CS 447, 1980)

17.06.600 Structural alteration.

Any change in the supporting members of a structure such as the bearing walls or partitions, columns, beams, or girders.

(Prior Code § 10-3.494; Ord. CS 447, 1980)

17.06.605 Structure.

Anything constructed or erected, the use of which required location on or under the ground or attached to something having a permanent location on the ground, except awnings, benches, statuary, fish ponds, pavement, tents, vehicles, trailers, or fences or walls used as fences less than six feet in height, or any similar object.

(Prior Code § 10-3.495; Ord. CS 447, 1980)

17.06.610 Structure, temporary.

A structure which is readily movable and used or intended to be used for a specific number of days which shall be established by the Planning Commission.

(Prior Code § 10-3.496; Ord. CS 447, 1980)

17.06.612 Support structure.

A support structure is a structure designed and constructed specifically to support an antenna array, and may include a monopole, self-supporting tower, guy-wire support tower and similar structures. Any device which is used to attach an Attached Wireless communication facility to an existing building or structure shall be excluded from this definition of regulations as applicable to support structures.

(Ord. CS 780, 2-28-2000)

17.06.613 Supportive housing.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing units are residential uses allowed in any zone allowing residential uses, subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone. "Target population" means persons, including persons with disabilities, and families who are "homeless," as that term is defined by Section 11302 of Title 42 of the United States Code, or who are "homeless youths," that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code.

(Ord. CS 1014, § 2, 9-23-2019)

17.06.615 Trailer.

A "Trailer" is a vehicle designed for carrying persons or property on its own structure and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon any other vehicle. This does not include a travel trailer as described in Section 17.06.625 nor does it include a fifth-wheel travel trailer as defined in Section 17.06.258.

(Prior Code § 10-3.497.1; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.620 Trailer park, mobile home park or trailer court.

A space, area, or building designed, equipped, or maintained for the harboring, parking, or storing of two or more trailers, coaches, or house cars which haul such trailers, coaches or house cars being used as living or sleeping quarters for humans.

(Prior Code § 10-3.499; Ord. CS 447, 1980)

17.06.625 Trailer, travel.

A vehicle without motive power, designed and constructed to travel on the public thoroughfares in accordance with the provisions of the State Vehicle Code and to be used for human habitation or for carrying property, without provisions for sewage disposal.

(Prior Code § 10-3.497; Ord. CS 447, 1980)

17.06.627 Transitional housing.

"Transitional housing" means rental housing operated under program requirements that call for termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months from the beginning of assistance but no longer than one year in duration. Transitional housing units are residential uses allowed in any zone allowing residential uses, subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone.

(Ord. CS 1014, § 2, 9-23-2019)

17.06.630 Truck, pickup.

A "pickup truck" is a motor truck with a manufacturer's gross vehicle weight rating of less than 10,101 pounds, an unladen weight of less than 6,001 pounds, and which is equipped with an open box-type bed of less than 9 feet in length.

(Prior Code § 10-3.4100; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.635 Truck, tractor.

A "truck tractor" is a motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load, other than a part of the weight of the vehicle and the load so drawn. As used in this section "load" does not include items carried on the truck tractor in conjunction with the operation of the vehicle if the load carrying space for these items does not exceed 34 square feet.

(Prior Code § 10-3.4101; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.640 Use.

The purpose of which land or a building is arranged, designed, or intended, or for which either land or building is or may be occupied or maintained.

(Prior Code § 10-3.4102; Ord. CS 447, 1980; Ord. CS 447, 1980)

17.06.645 Vehicles.

Includes any auto, truck, bus, van, or other similarly described conveyance.

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.647 Wireless communication.

Wireless communication shall mean any personal wireless services as defined in the Telecommunication Act of 1996, which includes FCC licensed commercial wireless telecommunications service including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist or that may in the future be developed.

(Ord. CS 780, 2-28-2000)

17.06.648 Wireless communication facility (WCF).

A wireless communication facility is any un-staffed facility for the transmission and/or reception of wireless telecommunications services, usually consisting of an antenna array, connection cables, an equipment facility, and a support structure to achieve the necessary elevation.

(Ord. CS 780, 2-28-2000)

17.06.650 Yard.

Land unoccupied or unobstructed, except for such encroachments as may be permitted by this ordinance, surrounding a building.

(Prior Code § 10-3.4104; Ord. CS 447, 1980)

17.06.655 Yard, front.

A yard extending across the full width of the lot between the front lot line and the closest portion of the foundation of the main building or enclosed or covered porch or patio attached thereto. A minimum front yard is the minimum permitted depth of yard as measured at right angles to the front property line and extending across the full width of the lot. The closest portion of the foundation of the main building, or enclosed patio attached thereto shall not encroach into the minimum front yard.

(Prior Code § 10-3.4105; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.660 Yard, rear.

A yard extending across the full width of the lot between the rear lot line and the closest portion of the foundation of the building, or enclosed or covered porch or patio thereto. A minimum rear yard is the minimum permitted depth of yard as measured at right angles to the rear property line and extending across the full width of the lot. The closest portion of the foundation of the main building, or enclosed or covered patio attached thereto, shall not encroach into the minimum rear yard.

(Prior Code § 10-3.4106; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.665 Yard, side.

A yard on each side of the main building extending from the front yard to the rear yard, the width of each of such yard being measured between the side line of the lot and the closest portion of the foundation of the main building, or enclosed or covered porch or patio attached thereto. A minimum side yard is the minimum permitted

depth of yard as measured at right angles to the side property line and extending along the sides of the lot from the minimum front yard to the minimum rear yard. The closest portion of the foundation of the main building or enclosed or covered patio attached thereto shall not encroach into the minimum side yard.

(Prior Code § 10-3.4107; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.670 Zero lot line.

When a building is erected on the lot line, leaving no distance between the lot line and the structure.

(Ord. CS 447, 1980)

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

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

	R-E	R-1-10	R-1-8	R-1-6	R-1-5
Minimum Lot Area per dwelling unit (sq. ft.)	16,000	10,000	8,000	6,000	5,000
Minimum Lot Width (feet), Interior Lot	110	100	80	60	50
Minimum Lot Width (feet) Corner Lot	110	100	80	70	60
Minimum Lot Depth	130	100	100	100	100
Minimum Lot Depth Knuckle Lot	120	90	90	90	90
Minimum Lot Depth Cul-de-sac Lot	110	80	80	80	80
Minimum Front yard Setback (exterior)	20	20	20	20	10
Minimum Rear yard Setback	20	20	20	15	5
Minimum Side yard Setback (interior)	10	10	5	5	5
Minimum Side yard Setback Corner Lot					
abutting a front yard	20	20	15	15	10
abutting a side yard	10	10	10	10	2
Minimum Landscaped or open recreational area	30 percent	30 percent	30 percent	30 percent	25 percent

(Ord. CS 529, 1983; Ord. CS 559, 1984; Ord. CS 595, 1985; Ord. CS 1069, § 4 (Exh. A), 11-12-2024; **Ord. CS XXX, 10-15-2025**)

CHAPTER 17.06 DEFINITIONS

17.06.010 Abut.

Two adjoining parcels of property with common property line are herein considered as one parcel abutting the other.

(Prior Code § 10-3.401; Ord. CS 447, 1980)

17.06.015 Accessory building.

A building, part of a building, or structure which is subordinate to, and the use of which is incidental to that of the main building, structure, or use on the same lot.

(Prior Code § 10-3.402; Ord. CS 447, 1980)

17.06.016 Accessory buildings, exempt.

An accessory building or structure which contains less than 120 square feet of projected roof area and is less than eight feet in overall height is exempt from the provisions of this chapter; provided that no such structure shall encroach on any front yard or easement and that only one exempt structure is permitted per residential lot.

(Ord. CS 484, 1981)

17.06.020 Accessory living quarters or guest house.

Living quarters within an accessory building located on the same premises for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities, not rented, leased or sold separately from the rental, lease or sale of the main building.

(Prior Code § 10-3.403; Ord. CS 447, 1980)

17.06.025 Accessory use.

A use naturally and normally incidental to, subordinate to and devoted exclusively to the main use of the premises.

(Prior Code § 10-3.404; Ord. CS 447, 1980)

17.06.030 Alcoholic beverages.

To include any beverage containing alcohol, including beer, wine, champagne, hard liquor, etc.

(Prior Code § 10-3.405; Ord. CS 447, 1980)

17.06.035 Alley.

Any dedicated way intended for vehicular service to the rear or side of property served by a street.

(Prior Code § 10-3.405; Ord. CS 447, 1980)

17.06.040 Amusement arcade.

A commercial establishment or business operated primarily to amuse customers through the use of amusement games or devices operated by or at the request of the customer. Amusement games or devices are mechanical, electrical or electronic games or devices for the purpose of testing the skill or amusement or information to the participant and/or spectators or observers. A device to provide music only is not an amusement game or device.

(Prior Code § 10-3.405A; Ord. CS 346, 1977; Ord. CS 386, 1979; Ord. CS 447, 1980)

17.06.045 Amusement or recreation, commercial places of.

Generally, a common sense analysis of the proposed commercial use determines the applicability of Section 17.45.010 subsection (g), provided that an amusement arcade is specifically a place of amusement or recreation.

(Prior Code § 10-3.405B; Ord. CS 346, 1977; Ord. CS 386, 1979; Ord. CS 447, 1980)

17.06.047 Antenna array.

An antenna array is one or more rods, panels, discs, or similar devices used for the transmission or reception of radio frequency signals, which may include omni-directional antenna (rod), directional antenna (panel) and parabolic antenna (disc). The Antenna Array does not include the support structure.

(Ord. CS 780, 2-28-2000)

17.06.050 Apartment.

One of three or more dwelling units located on a single lot, each having separate kitchen and toilet facilities. Also see Dwelling, Multiple family.

(Prior Code § 10-3.406; Ord. CS 447, 1980)

17.06.055 Apartment, efficiency.

An apartment containing no bedroom, in which the living room usually serves as the sleeping facility.

(Ord. CS 447, 1980)

17.06.060 Apartment, studio.

Same as "Apartment-Efficiency."

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:31 [EST]

17.06.065 Architectural control.

Approval of the appearance of buildings or structures built or to be built, erected, constructed, altered, or relocated, based on plans and elevations of the proposed buildings or structures, or approval of the appearance of businesses to be conducted primarily out of doors. Architectural control shall also include approval of landscaping, signs and/or other elements of exterior appearance.

(Prior Code § 10-3.409; Ord. CS 447, 1980)

17.06.067 Attached wireless communication facility. (Attached WCF).

An attached wireless communication facility is an antenna array that is attached to an existing building or structure, which structure shall include but not be limited to utility poles, signs, water towers, with any accompanying pole or device which attaches the antenna array to the existing building or structure and associated connection cables, and an equipment facility which may be located either inside or outside the attachment structure.

(Ord. CS 780, 2-28-2000)

17.06.070 Auction.

A public sale at which the merchandise (old or new) goes to the highest bidder.

(Ord. CS 447, 1980)

17.06.075 Automobile and trailer sales lot.

An open area used for the display, sales or rentals of new or used automobiles and trailer coaches, but where no repair, repainting or remodeling is done.

(Prior Code § 10-3.410; Ord. CS 447, 1980)

17.06.080 Automobile service station.

Any building, structure, premise or other place used primarily for the retail sale and dispensation of motor fuels, lubricants and motor vehicle accessories, and the rendering of minor services and repairs to such vehicles, but not including painting or body and fender repair and washing where a conveyor, blower, or steam cleaning device is used.

(Prior Code § 10-3.412; Ord. CS 447, 1980)

17.06.085 Automobile wrecking yard.

Any lot, or the use of any portion of a lot for the dismantling or wrecking of automobiles and other motor vehicles, or for their storage, or the keeping for sale of parts and equipment resulting from such dismantling or wrecking.

(Prior Code § 10-3.411; Ord. CS 447, 1980)

17.06.090 Awning.

A roof-like cover of canvas or other materials, extending out from a building, usually above windows or doors. Also "Marquee."

(Ord. CS 447, 1980)

17.06.095 Balcony.

A platform, enclosed by a parapet or a railing, projecting from the wall of a building above ground floor level.

(Ord. CS 447, 1980)

17.06.100 Basement.

A space partly or wholly underground, and having more than one half of its height measured from its floor to the ceiling below the average of adjoining grade; if the finished floor level directly above a basement is more than six feet above grade at any point, such basement shall be considered a story.

(Prior Code § 10-3.413; Ord. C 447, 1980)

17.06.105 Block.

All property fronting on one side of a street between intercepting streets, or between a street and right-of-way, waterway, and of a cul-de-sac, or City-county boundary.

(Prior Code § 10-3.414; Ord. CS 447, 1980)

17.06.110 Boarding or rooming house.

A building with not more than three guest rooms, where, for compensation, meals are provided for at least three but not more than five persons.

(Prior Code § 10-3.415; Ord. CS 447, 1980)

17.06.115 Boat Trailer.

A trailer designed or used to transport a boat.

(Prior Code § 10-3.416; Ord. CS 447, 1980)

17.06.120 Building.

Any structure built and maintained for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind, but shall not include temporary buildings as defined in "Structure—Temporary." Trailers, with or without wheels, shall not be considered as buildings.

(Prior Code § 10-3.417; Ord. CS 447, 1980)

17.06.125 Building, area of.

The sum in square feet of the gross area covered by all buildings and structures on a lot.

(Prior Code § 10-3.418; Ord. CS 447, 1980)

17.06.130 Building, height of.

The vertical distance from the average ground level to the highest point of the structure exclusive of chimneys and ventilators.

(Prior Code § 10-3.420; Ord. CS 447, 1980)

17.06.135 Building, main.

A building within which is conducted the principle use permitted on the lot.

(Prior Code § 10-3.420; Ord. CS 447, 1980)

17.06.140 Building setback line.

The minimum distance between any property line and the closest portion of the foundation of the main building, or enclosed or covered porch attached thereto.

(Prior Code § 10-3.421; Ord. CS 447, 1980)

17.06.145 Building site.

The ground area of a building together with all the open space required by this ordinance.

(Prior Code § 10-3.422; Ord. CS 447, 1980)

17.06.150 Temporary.

See "Structure-Temporary."

(Prior Code § 10-3.423; Ord. CS 447, 1980)

17.06.155 Bus.

A "bus" is any vehicle, including a trailer bus, designed, used, or maintained for carrying more than 15 persons including the driver or a vehicle designed, used, or maintained for carrying more than ten persons, including the driver, which is used to transport persons for compensation or profit, or is used by any nonprofit organization or group, is also a bus. A van pool vehicle is not a bus.

(Prior Code § 10-3.424; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.160 Business or commerce.

The purchase, sale or other transaction involving the handling, or disposition of any article, substance or commodity for profit or livelihood; recreational or amusement enterprises and trades rendering personal services.

(Prior Code § 10-3.425; Ord. CS 447, 1980)

17.06.165 Camper.

A truck with a body attachment, the attachment designed to be used for human habitation.

(Prior Code § 10-3.426; Ord. CS 447, 1980)

17.06.170 Church.

A permanently located building commonly used for religious worship fully enclosed with walls (including windows and doors) and having a roof (canvas or fabric excluded) and conforming to applicable legal requirements affecting design and construction.

(Prior Code § 10-3.427; Ord. CS 447, 1980)

17.06.172 Collocation/site sharing.

Collocation/site sharing shall mean use of a common wireless communication facility or common site by two or more wireless license holders or by one wireless license holder for more than one type of communications technology and/or placement of a wireless communication facility on a structure owned or operated by a utility or other entity.

(Ord. CS 780, 2-28-2000)

17.06.174 Community care facility.

Any facility, place or building which is maintained and operated to provide non-medical residential care or day care services for children, adults, or children and adults, including, but not limited to, the physically handicapped, mentally impaired or incompetent persons. A Community Care Facility which services six or fewer persons shall be considered a residential use of property for the purposes of this chapter.

(Ord. CS 484, 1981)

17.06.175 Condominium.

Means the same as defined by Section 16.53.020 (d) of the Atwater Municipal Code as referenced to Section 783 of the California Civil Code.

(Ord. CS 447, 1980)

17.06.180 Condominium conversions.

The conversion of existing dwelling units into condominiums.

(Supp. No. 11)

Created: 2025-10-01 08:18:31 [EST]

(Ord. CS 447, 1980)

17.06.185 Court.

An open, unoccupied area, other than a yard, on the same lot with a building or buildings, bounded on two or more sides by such building or buildings.

(Prior Code § 10-3.428; Ord. CS 447, 1980)

17.06.187 Crop cultivation.

The cultivation of tree, vine, field, forage, and other plant crops intended to provide food or fibers. The classification excludes wholesale or retail nurseries, vineyards and ancillary wineries and distilleries. This classification includes the indoor cultivation of cannabis, marijuana, and cannabis, marijuana nurseries.

(Ord. CS 982, § 3, 10-23-2017)

17.06.190 District.

A portion of the territory of the City with which certain regulations and requirements or various combinations thereof apply under the provisions of this Code.

(Prior Code § 10-3.429; Ord. CS 447, 1980)

17.06.195 Dump.

A place used for the disposal, abandonment, or discarding by burial, incineration, or by any other means of any garbage, sewage, trash, refuse, rubble, waste materials, offal or dead animals.

(Prior Code § 10-3.430; Ord. CS 447, 1980)

17.06.200 Duplex.

See "Dwelling-Two-Family."

(Ord. CS 447, 1980)

17.06.205 Dwelling.

A building or portion thereof designed and used exclusively for residential occupancy and permitted home occupations, including single-family, two-family and multiple-family dwellings, trailers in a trailer park area, but not including hotels, motels, boarding or rooming houses.

(Prior Code § 10-3.431; Ord. CS 447, 1980)

17.06.210 Dwelling, group.

Two or more dwellings located on a single lot and each having separate kitchen and toilet facilities.

(Prior Code § 10-3.435; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.215 Dwelling, multiple family.

A building or buildings designed and used for occupancy by three or more families, all living independently of each other and having separate kitchen and toilet facilities for each family or building on the same parcel of real property.

(Prior Code § 10-3.432; Ord. CS 447, 1980)

17.06.220 Dwelling, one-family.

A detached building designed or used exclusively for the occupancy of one family, and having kitchen and toilet facilities for only one family.

(Prior Code § 10-3.433; Ord. CS 447, 1980)

17.06.225 Dwelling, two-family.

A building designed or used exclusively for the occupancy of two families living independently of each other and having separate kitchen and toilet facilities for each family.

(Prior Code § 10-3.434; Ord. CS 447, 1980)

17.06.230 Dwelling unit.

Two or more connected rooms in a dwelling designed or used exclusively for the occupancy by one family for living or sleeping purposes and having only one kitchen and separate toilet facilities.

(Prior Code § 10-3.436; Ord. CS 447, 1980)

17.06.235 Employee.

Employee shall mean any person employed or anticipated to be employed on the premises.

(Ord. CS 447, 1980)

17.06.237 Equipment facility.

An equipment facility is any structure used to contain ancillary equipment for a Wireless communication facility which includes cabinets, shelters, a build-out of an existing structure, pedestals, and other similar structures.

(Ord. CS 780, 2-28-2000)

17.06.240 Family.

An individual or two or more persons related by blood, marriage, or adoption, or a group of not more than five persons (excluding domestic employees) who need not be related by blood, marriage, or adoption, living together in a single-family dwelling unit.

(Prior Code § 10-3.437; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.245 Fence.

An enclosing or dividing framework for land, yards or gardens that permits fifty percent of light, air and vision through the surface in a horizontal plane.

(Prior Code § 10-3.438; Ord. CS 447, 1980)

17.06.250 Fence, wall.

A masonry structure or device forming a physical barrier, which is so constructed that the vertical surface is closed and prevents the passage of light and vision through said surface in a horizontal plane.

(Ord. CS 447, 1980)

17.06.255 Fence, solid.

Any structure or device forming a physical barrier, which is so constructed that the vertical surface is closed and prevents the passage of light and vision through said surface in a horizontal plane.

(Ord. CS 447, 1980)

17.06.258 Fifth-wheel travel trailer.

A "fifth-wheel travel trailer" is a vehicle designed for recreational purposes to carry persons or property on its own structure and so constructed as to be drawn by a motor vehicle by means of a kingpin connecting device.

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

17.06.260 Floor area.

For the purpose of establishing parking requirements, floor area shall mean the net floor area. In the case of office, merchandising or service types of uses it shall not include areas principally for non-public purposes such as incidental repair, processing or packaging of merchandise, for show windows, for toilets or restrooms, for utilities, or for dressing rooms, fitting rooms or alteration rooms.

(Prior Code § 10-3.439; Ord. CS 447, 1980)

17.06.265 Frontage.

That portion of a parcel of property which abuts a dedicated public street or highway.

(Prior Code § 10-3.440; Ord. CS 447, 1980)

17.06.270 Garage, public.

Any building other than a private garage used for the care, repair or equipment of automobiles, or where such vehicles are parked or stored for remuneration, hire or sale.

(Prior Code § 10-3.442; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.275 Garage sale.

For the purpose of this chapter, a "garage sale" is a sale conducted by an individual home owner or occupant of a home, or apartment owner, or an occupant of an apartment unit, or owner or occupant of any other residential or dwelling unit, for the purpose of selling, trading, bargaining, exchanging or otherwise disposing of unwanted or surplus household furnishings, or goods, or other tangible personality, usually conducted in a garage, on a patio, upon a driveway, or on or in any portion of premises in a residential zone, and for which no inventory or permanent or detailed records are kept on the transactions thus carried out. It may, at times, be conducted by a combination of residential dwellers at a single location. All sales designated "lawn sale," "attic sale," "moving sale," "flea market sale," or other terms of similar or like intent and having the foregoing characteristics and purposes are garage sales, excluding those sales held by charitable institutions on property owned and maintained by said organizations, and, excluding those areas sponsored by bona fide service clubs.

(Ord. CS 447, 1980; Ord. CS 776, 9-27-1999)

17.06.280 Grade.

The mean elevation of the finished surface of the ground adjacent to the exterior walls of the building; except that where the exterior walls are within five feet of a street line, the elevations of the sidewalk at the center of such exterior wall or walls shall be taken as the grade.

(Prior Code § 10-3.443; Ord. CS 447, 1980)

17.06.285 Guest.

Any transient who occupies a room for sleeping purposes.

(Prior Code § 10-3.444; Ord. CS 447, 1980)

17.06.290 Guest room.

A room which is designed and/or used by one or more guests for sleeping purposes, but, in which no provision is made for cooking.

(Prior Code § 10-3.445; Ord. CS 447, 1980)

17.06.295 Hedge.

A plant or series of plants, shrubs, or other landscape materials, so arranged as to form a physical barrier by enclosure.

(Prior Code § 10-3.446; Ord. CS 447, 1980)

17.06.297 Height. Wireless communication facility (WCF).

When referring to a wireless communication facility, height shall mean the distance measured from grade to the highest point on the wireless communication facility, including the antenna array.

(Ord. CS 780, 2-28-2000)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.300 Home occupations.

A business conducted entirely within or from a dwelling unit and carried on by persons residing within the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling and does not change the residential character of the dwelling or adjacent dwellings and in connection with that there is no display or commodities sold at the dwelling and no use of any accessory buildings or yard space or activity outside the dwelling.

(Prior Code § 10-3.447; Ord. CS 447, 1980; Ord. CS 631, 1987)

17.06.305 Industry, industrial operation.

The manufacture, fabrication, processing, reduction or destruction of any article, substance or commodity, or any other treatment thereof in such a manner as to change the form, character or appearance thereof and including storage elevators, storage yards, warehouses, wholesale storage and other similar types of enterprises. This classification includes the cultivation, nurseries, processing, extraction, manufacturing, testing, distribution, and transportation of cannabis and cannabis products.

(Prior Code § 10-3.449; Ord. CS 447, 1980; Ord. CS 982, § 4, 10-23-2017)

17.06.310 Junk.

Any worn out, cast off, or discarded article or material which is ready for destruction or has been collected or stored for salvage or conversion to some use. Any article or material which, unaltered or unchanged and without further reconditioning, can be used for its original purpose as readily as when new, shall not be considered junk.

(Prior Code § 10-3.450; Ord. CS 447, 1980)

17.06.315 Junk yard.

Any lot, or the use of any portion of a lot, for the dismantling of machinery (not including motor vehicles) or for the storage or keeping for sale of parts and equipment resulting from dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials, pipes, plumbing, etc.

(Prior Code § 10-3.451; Ord. CS 447, 1980)

17.06.320 Kennel.

Any lot or premises on which four or more dogs and/or cats over four months old are kept, maintained, boarded or offered for sale.

(Prior Code § 10-3.452; Ord. CS 447, 1980)

17.06.325 Kitchen.

Any room or area intended or designed to be used or maintained for the cooking, storing and preparation of food.

(Prior Code § 10-3.453; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.330 Landscaping.

Shall mean planting, including trees, shrubs, lawn areas, ground covers, suitably designed, selected, installed and maintained so as to be permanently attractive. Decorative screens, fences, ornamental post lamps and decorative rock are considered as elements of landscape development.

(Ord. CS 447, 1980)

17.06.335 Landscape plan.

A plan showing the size, location, number and variety of major plant materials to be used, including the botanical or common plant names and the location, type and design of all irrigation facilities.

(Ord. CS 447, 1980)

17.06.340 Loading.

The removal or replacement of any commodity, in, on, or from a vehicle of any type.

(Prior Code § 10-3.454; Ord. CS 447, 1980)

17.06.345 Loading space.

An off-street space or berth on the same lot with a building or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading and which abuts a street, alley, or other appropriate means of access.

(Prior Code § 10-3.455; Ord. CS 447, 1980)

17.06.350 Lot.

A parcel of land occupied or to be occupied by a use, building, or unit group of buildings and accessory buildings, together with such yards, open space, lot width and lot area as are required by this chapter, and having frontage upon a street (other than an alley), or a private easement determined by the Commission to be adequate for purposes of access.

(Prior Code § 10-3.456; Ord. CS 447, 1980)

17.06.355 Lot area.

The total of the area, measured in a horizontal plane, within the lot lines of a lot.

(Prior Code § 10-3.457; Ord. CS 447, 1980)

17.06.360 Lot corner.

A lot situated at the junction of two or more streets having an angle of intersection of not more than 135 degrees, with a boundary line thereof bordering on each of the streets. The point of intersection of the street right-of-way lines or the extension of such lines to a point is the "corner."

(Prior Code § 10-3.458; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:32 [EST]

17.06.365 Lot coverage.

The area of a lot occupied by buildings, structures, and covered parking areas, not including fences, hedges, swimming pools, and uncovered patios.

(Prior Code § 10-3.459; Ord. CS 378, 1979; Ord. CS 447, 1980)

17.06.370 Lot depth.

The average horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

(Prior Code § 10-3.460; Ord. CS 447, 1980)

17.06.375 Lot, key.

The first lot to the rear of a reversed corner lot and not separated by an alley.

(Prior Code § 10-3.461; Ord. CS 447, 1980)

17.06.380 Lot line.

Any line bounding a lot as herein defined.

(Prior Code § 10-3.465; Ord. CS 447, 1980)

17.06.385 Lot line, front.

The property line dividing a lot from a street. On a corner lot only one street line shall be considered the front line and the shorter street frontage shall be considered the front line, except in those cases where the latest deed restrictions specify another line as the front lot line.

(Prior Code § 10-3.466; Ord. CS 447, 1980)

17.06.390 Lot line, rear.

A line which is opposite and most distant from the front lot line, and, in the case of an irregular, triangular or gore shaped lot, a line within a lot at least ten feet in length, parallel to and/or at the maximum distance from the front lot line.

(Prior Code § 10-3.467; Ord. CS 447, 1980)

17.06.395 Lot line, side.

Any lot lines other than the front or rear lot lines.

(Prior Code § 10-3.468; Ord. CS 447, 1980)

17.06.400 Lot, non-conforming.

A lot having less area or dimension than required in the district in which it is located and which was lawfully created prior to the zoning ordinance of October 8, 1956, or before it was annexed to the City.

(Prior Code § 10-3.462; Ord. CS 447, 1980)

17.06.405 Lot, reversed corner.

A corner lot, the sideline of which is substantially a continuation of the front lot lines of the lots to its rear, whether across an alley or not.

(Prior Code § 10-3.464; Ord. CS 447, 1980)

17.06.410 Lot, through.

A lot having frontage on two public streets, not including a corner or reversed corner lot.

(Prior Code § 10-3.463; Ord. CS 447, 1980)

17.06.415 Lot width.

The average horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

(Prior Code § 10-3.469; Ord. CS 447, 1980)

17.06.417 Massage Therapy.

Means any method of pressure on or pressure against, or stroking kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of another human body with the use of the hands, arms or other portion of the body, or with the aid of any mechanical or electrical apparatus or appliances with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in this practice.

(Ord. CS 768, 3-8-1999)

17.06.420 Medical office.

Any building or portion of a building used or intended to be used as an office for the practice of any type of medicine, including chiropractics, dentistry, or optometry. It may also include clinics of a medical or dental nature.

(Prior Code § 10-3.470; Ord. CS 447, 1980)

17.06.425 Mobile living unit.

A camp trailer, camper, house car, mobile home, recreational vehicle, or trailer coach as each of these terms is defined in the Health and Safety Code of the State of California, and the Vehicle Code of the State of California, or any other vehicle or structure originally designed or permanently altered in such a manner to permit occupancy

or use thereof for living and sleeping purposes, and so designed or equipped with wheels, or capable of being mounted on wheels and used as a conveyance on public streets or highways.

(Prior Code § 10-3.498; Ord. CS 364, 1978; Ord. CS 447, 1980)

17.06.430 Motel.

A building or group of buildings used for transient residential purposes containing guest rooms or dwelling units with automobile storage space provided in connection therewith, which building or group is designed, intended, or used primarily for the accommodation of transient automobile travelers; including groups designated as auto cabins, motor courts, motor hotels, and similar designations.

(Prior Code § 10-3.472; Ord. CS 447, 1980)

17.06.433 Motor truck.

A "motor truck" or "motor truck" is a motor vehicle designed, used, or maintained primarily for the transportation of property.

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

17.06.435 Non-conforming building.

A building or portion thereof which was lawful when established but which does not conform to subsequently established zoning or zoning regulations.

(Prior Code § 10-3.473; Ord. CS 447, 1980)

17.06.440 Non-conforming use.

A use lawful when established but which does not conform to subsequently established zoning or zoning regulations.

(Prior Code § 10-3.474; Ord. CS 447, 1980)

17.06.445 Nuisance.

Something which, by its use or existence, works annoyance, harm or damage to another.

(Ord. CS 447, 1980)

17.06.450 Nursery school.

A public, private, or other profit or nonprofit institution or organization conducting regularly scheduled care or supervision of preschool or school-age children.

(Prior Code § 10-3.475; Ord. CS 447, 1980)

17.06.455 Parapet.

A low guarding wall at any point of sudden drop, as at the edge of a terrace, roof, balcony, etc. In an exterior wall, fire wall, or party wall, the part entirely above the roof.

(Ord. CS 447, 1980)

17.06.460 Parking area, private.

An area, other than a street, used for the parking of automotive vehicles and restricted from general public use.

(Prior Code § 10-3.476; Ord. CS 447, 1980)

17.06.475 Patio.

An outdoor area adjoining walls of a building, paved, intended for outdoor living use. Sometimes covered by a roof. Completely open on at least 25 percent of the total amount of wall surface.

(Ord. CS 447, 1980)

17.06.476 Patio cover.

A roof structure attached to the main building that provides full or partial protection from the sun or rain and is open on all sides within the required rear yard setback. This may include such structures as arbors, awnings, pergolas or extended roof overhangs.

(Ord. CS 484, 1981)

17.06.480 Patio house.

A form of low-cost housing, is a single story dwelling unit on a small lot. Front, side and rear yards are consolidated into one garden area, either partially or completely bordered by rooms. The garden court is enclosed by walls. The exterior walls are erected on the lot lines.

(Ord. CS 447, 1980)

17.06.485 Person.

An individual, business, company, corporation—both public and private, association, political or governmental subdivision or unit, or other group acting as a unit entity.

(Prior Code § 10-3.478a; Ord. CS 447, 1980)

17.06.490 Porch.

A structure attached to a building to shelter an entrance or to serve as a semi-enclosed space, usually roofed and generally open sided. It may be screened or glass-enclosed.

(Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.495 Professional office.

Any building or portion of a building used or intended to be used as an office for a lawyer, architect, engineer, land surveyor, optometrist, accountant, and any other similar profession, and shall include the practice of any type of medicine, dentistry, or chiropractic.

(Prior Code § 10-3.479; Ord. CS 447, 1980)

17.06.500 Rentable floor area.

The floor area in a building, exclusive of corridor, stairs, elevator shafts, lavatories, flues, and janitor storage closet.

(Prior Code § 10-3.480; Ord. CS 447, 1980)

17.06.505 Residence.

A building used, designed, or intended to be used as a home or dwelling place, for one or more families.

(Prior Code § 10-3.481; Ord. CS 447, 1980)

17.06.510 Restaurant.

Any building or structure in which food and drinks are prepared for service to customers within such structure.

(Prior Code § 10-3.482; Ord. CS 447, 1980)

17.06.515 Restaurant, fast food.

A building or portion thereof where food is prepared which may be taken out or consumed at the premises. Usually described as providing no table service, with a fast turn-over of customers and causing high traffic generation.

(Ord. CS 447, 1980)

17.06.520 Rest home or convalescent home.

A building and premise in and on which two or more sick, injured or infirm ambulatory persons are housed or intended to be housed for compensation and which is not equipped or intended to be used as a hospital.

(Prior Code § 10-3.483; Ord. CS 447, 1980)

17.06.525 Room.

An unsubdivided portion of the interior of a dwelling unit, excluding bathroom, kitchen, closets, hallways, and service porches.

(Prior Code § 10-3.484; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.530 School, elementary, junior high, and high.

Public and other profit or nonprofit institutions conducting regular academic instruction at kindergarten, elementary and secondary levels. Such institutions shall offer general academic instruction equivalent to the standards as prescribed by the Education Code of the State of California.

(Prior Code § 10-3.485; Ord. CS 447, 1980)

17.06.535 Seating facilities.

In places of public assembly in which spectators or patrons occupy benches, pews, or other similar seating facilities, each 24 inches of such seating facilities shall be counted as one seat for the purpose of determining off-street parking facilities.

(Ord. CS 447, 1980)

17.06.536 Mobile food vendor.

Mobile food vendor (food trucks/motorized carts) shall mean any vehicle, motorized cart, or trailer that is designed to be mobile and not permanently attached to the ground from which food is peddled or sold for sale.

(Ord. CS 1026, § I, 1-13-2020)

17.06.538 Semi trailer.

A "semi trailer" is a vehicle designed for carrying persons or property, used in conjunction with a motor vehicle, and so constructed that some part of its weight and that of its load rests upon, or is carried by, another vehicle.

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

17.06.540 Senior citizen housing.

Usually government subsidized housing, with special construction features built in for the elderly. Sometimes a nurse's or doctor's office on the premises. Tenants must meet certain qualifications.

(Ord. CS 447, 1980)

17.06.545 Setback.

The distance between any property line and the closest portion of the foundation of a building, or enclosed or covered porch or patio attached thereto.

(Prior Code § 10-3.486; Ord. CS 447, 1980)

17.06.547 Setback—Wireless communication facility (WCF).

Setback shall mean the required distance from the property line of the parcel on which the wireless communication facility is located to the support structure.

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

(Ord. CS 780, 2-28-2000)

17.06.550 Sign.

Any words, letters, figures, numerals, designs, or other marks shown on any card, cloth, paper, metal, painted glass, wood, plaster, stone or device of any kind or character by which anything is made known and used to attract attention for advertising purposes. This definition shall not include official notices issued by a court or public body or officer or directional warnings or information sign or structure required by or authorized by law or by federal, state, county, or City authority.

(Prior Code § 10-3.488; Ord. CS 447, 1980)

17.06.555 Site plan control.

Approval of the location of structures and parking areas built or to be built, erected, or constructed, based on plans to be submitted by the applicant.

(Prior Code § 10-3.487; Ord. CS 447, 1980)

17.06.560 Spot zoning.

An amendment which reclassifies a small piece of land in a manner inconsistent with existing zoning patterns.

(Ord. CS 447, 1980)

17.06.565 Story.

That portion of a building included between surface of any floor and the surface of any floor next above it, or if there is no floor above it, then the space between such floor and ceiling next above it.

(Prior Code § 10-3.489; Ord. CS 447, 1980)

17.06.570 Street.

A public thoroughfare or right-of-way dedicated as such or condemned for use as such, other than an alley, which affords principle means of access to abutting property.

(Prior Code § 10-3.490; Ord. CS 447, 1980)

17.06.575 Street, centerline.

The center line of a street right-of-way as established by official surveys.

(Prior Code § 10-3.493; Ord. CS 447, 1980)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.580 Street, collector.

Streets connecting residential neighborhoods with major streets, collecting the traffic from minor streets along the most direct and convenient route to the major street system.

(Ord. CS 447, 1980)

17.06.585 Street, major.

The primary function of a major street is to carry a large capacity of traffic at high speed from one part of the City to another.

(Prior Code § 10-3.492; Ord. CS 447, 1980)

17.06.595 Strip commercial.

A narrow strip of individual commercial businesses along one or both sides of a major roadway.

(Ord. CS 447, 1980)

17.06.600 Structural alteration.

Any change in the supporting members of a structure such as the bearing walls or partitions, columns, beams, or girders.

(Prior Code § 10-3.494; Ord. CS 447, 1980)

17.06.605 Structure.

Anything constructed or erected, the use of which required location on or under the ground or attached to something having a permanent location on the ground, except awnings, benches, statuary, fish ponds, pavement, tents, vehicles, trailers, or fences or walls used as fences less than six feet in height, or any similar object.

(Prior Code § 10-3.495; Ord. CS 447, 1980)

17.06.610 Structure, temporary.

A structure which is readily movable and used or intended to be used for a specific number of days which shall be established by the Planning Commission.

(Prior Code § 10-3.496; Ord. CS 447, 1980)

17.06.612 Support structure.

A support structure is a structure designed and constructed specifically to support an antenna array, and may include a monopole, self-supporting tower, guy-wire support tower and similar structures. Any device which is used to attach an Attached Wireless communication facility to an existing building or structure shall be excluded from this definition of regulations as applicable to support structures.

(Ord. CS 780, 2-28-2000)

(Supp. No. 11)

Created: 2025-10-01 08:18:33 [EST]

17.06.613 Supportive housing.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing units are residential uses allowed in any zone allowing residential uses, subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone. "Target population" means persons, including persons with disabilities, and families who are "homeless," as that term is defined by Section 11302 of Title 42 of the United States Code, or who are "homeless youths," that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code.

(Ord. CS 1014, § 2, 9-23-2019)

17.06.615 Trailer.

A "Trailer" is a vehicle designed for carrying persons or property on its own structure and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon any other vehicle. This does not include a travel trailer as described in Section 17.06.625 nor does it include a fifth-wheel travel trailer as defined in Section 17.06.258.

(Prior Code § 10-3.497.1; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.620 Trailer park, mobile home park or trailer court.

A space, area, or building designed, equipped, or maintained for the harboring, parking, or storing of two or more trailers, coaches, or house cars which haul such trailers, coaches or house cars being used as living or sleeping quarters for humans.

(Prior Code § 10-3.499; Ord. CS 447, 1980)

17.06.625 Trailer, travel.

A vehicle without motive power, designed and constructed to travel on the public thoroughfares in accordance with the provisions of the State Vehicle Code and to be used for human habitation or for carrying property, without provisions for sewage disposal.

(Prior Code § 10-3.497; Ord. CS 447, 1980)

17.06.627 Transitional housing.

"Transitional housing" means rental housing operated under program requirements that call for termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months from the beginning of assistance but no longer than one year in duration. Transitional housing units are residential uses allowed in any zone allowing residential uses, subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone.

(Ord. CS 1014, § 2, 9-23-2019)

17.06.630 Truck, pickup.

A "pickup truck" is a motor truck with a manufacturer's gross vehicle weight rating of less than 10,101 pounds, an unladen weight of less than 6,001 pounds, and which is equipped with an open box-type bed of less than 9 feet in length.

(Prior Code § 10-3.4100; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.635 Truck, tractor.

A "truck tractor" is a motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load, other than a part of the weight of the vehicle and the load so drawn. As used in this section "load" does not include items carried on the truck tractor in conjunction with the operation of the vehicle if the load carrying space for these items does not exceed 34 square feet.

(Prior Code § 10-3.4101; Ord. CS 447, 1980; Ord. CS 755, 12-8-1997)

17.06.640 Use.

The purpose of which land or a building is arranged, designed, or intended, or for which either land or building is or may be occupied or maintained.

(Prior Code § 10-3.4102; Ord. CS 447, 1980; Ord. CS 447, 1980)

17.06.645 Vehicles.

Includes any auto, truck, bus, van, or other similarly described conveyance.

(Ord. CS 447, 1980)

17.06.647 Wireless communication.

Wireless communication shall mean any personal wireless services as defined in the Telecommunication Act of 1996, which includes FCC licensed commercial wireless telecommunications service including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist or that may in the future be developed.

(Ord. CS 780, 2-28-2000)

17.06.648 Wireless communication facility (WCF).

A wireless communication facility is any un-staffed facility for the transmission and/or reception of wireless telecommunications services, usually consisting of an antenna array, connection cables, an equipment facility, and a support structure to achieve the necessary elevation.

(Ord. CS 780, 2-28-2000)

17.06.650 Yard.

Land unoccupied or unobstructed, except for such encroachments as may be permitted by this ordinance, surrounding a building.

(Prior Code § 10-3.4104; Ord. CS 447, 1980)

17.06.655 Yard, front.

A yard extending across the full width of the lot between the front lot line and the closest portion of the foundation of the main building or enclosed or covered porch or patio attached thereto. A minimum front yard is the minimum permitted depth of yard as measured at right angles to the front property line and extending across the full width of the lot. The closest portion of the foundation of the main building, or enclosed patio attached thereto shall not encroach into the minimum front yard.

(Prior Code § 10-3.4105; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.660 Yard, rear.

A yard extending across the full width of the lot between the rear lot line and the closest portion of the foundation of the building, or enclosed or covered porch or patio thereto. A minimum rear yard is the minimum permitted depth of yard as measured at right angles to the rear property line and extending across the full width of the lot. The closest portion of the foundation of the main building, or enclosed or covered patio attached thereto, shall not encroach into the minimum rear yard.

(Prior Code § 10-3.4106; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.665 Yard, side.

A yard on each side of the main building extending from the front yard to the rear yard, the width of each of such yard being measured between the side line of the lot and the closest portion of the foundation of the main building, or enclosed or covered porch or patio attached thereto. A minimum side yard is the minimum permitted depth of yard as measured at right angles to the side property line and extending along the sides of the lot from the minimum front yard to the minimum rear yard. The closest portion of the foundation of the main building or enclosed or covered patio attached thereto shall not encroach into the minimum side yard.

(Prior Code § 10-3.4107; Ord. CS 387, 1979; Ord. CS 447, 1980)

17.06.670 Zero lot line.

When a building is erected on the lot line, leaving no distance between the lot line and the structure.

(Ord. CS 447, 1980)

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

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

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

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

September 25, 2025

Justin Vinson
Public Works Director
City of Atwater
750 Bellevue Road
Atwater, CA 95301

Via Email Only: jvinson@atwater.org

Subject: Multi-Way Stop Warrant Analysis for the Intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue in the City of Atwater

JLB Traffic Engineering, Inc. (JLB) has completed a multi-way stop warrant analysis for the intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue in the City of Atwater. The traffic warrants for these intersections were prepared pursuant to the California Manual on Uniform Traffic Control Devices (CA MUTCD). The purpose of this warrant analysis is to determine if the controls at the intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue should be converted to a multi-way stops or remain as is. This letter along with its appendices provides you with data and findings utilized to complete the CA MUTCD Warrants under the Existing traffic conditions.

Traffic Counts

One of the first steps in the preparation of the multi-way stop and traffic signal warrants was to collect 24-hour volume counts and a peak hour turning movement count for the study intersection. The 24-hour volume counts and a peak hour turning movement count were collected on Wednesday, August 27, 2025, while the schools in the vicinity of the intersection were in session. The peak hour turning movement count included pedestrian and bicycle volumes. Additionally, spot speed studies were conducted along Fruitland Avenue to determine the speed profile along this segment. All traffic counts for the existing study intersection are contained in Exhibit A.

Multi-Way STOP Warrant Analysis and Guidelines

Section 2B.07 Multi-Way STOP Applications of the CA MUTCD provides standards and guidelines to determine if an intersection should be considered for multi-way stop controls. *"The decision to install multi-way stop control should be based on an engineering study."* This section also provides criteria that should be considered in the engineering study for multi-way stop sign installation and are listed below.

- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*



www.JLBtraffic.com

info@JLBtraffic.com

516 W. Shaw Ave., Ste. 103

Fresno, CA 93704

(559) 570-8991

Page / 1

C. *Minimum volumes:*

1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
2. *The combined vehicular, pedestrian and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
3. *If the 85th percentile approach speed of the major-street traffic exceeds 40 MPH, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*

D. *Where no single Criteria is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values. Criteria C.3 is excluded from this condition.*

Multi-Way STOP Warrant – Criteria A

To complete Criteria A of the multi-way stop warrant, JLB completed CA MUTCD Signal Warrant 1 (Eight-Hour volume), Warrant 2 (Four-Hour volume) and Warrant (Peak Hour Warrant). The findings and results for Criteria B, C and D will be presented after Criteria A.

Section 4C.01 Studies and Factors for Justifying Traffic Control Signals of the 2014 CA MUTCD provide standards and guidelines to determine if an intersection should be considered for signalization. These guidelines are used to complete Criteria A of the multi-way stop warrant. The first of three steps in the process to determine if a signal is warranted is that an *“engineering study of traffic conditions, pedestrian characteristics and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.”*

The investigation to determine if a traffic signal should be implemented shall include the applicable factors contained in various traffic Signal Warrants. The CA MUTCD contains the following warrants:

1. Warrant 1: Eight-Hour Vehicular Volume
2. Warrant 2: Four-Hour Vehicular Volume
3. Warrant 3: Peak Hour
4. Warrant 4: Pedestrian Volume
5. Warrant 5: School Crossing
6. Warrant 6: Coordinated Signal System
7. Warrant 7: Crash Experience
8. Warrant 8: Roadway Network
9. Warrant 9: Intersection Near a Grade Crossing

Of the nine warrants, the most appropriate for the subject intersection are Warrants 1, 2 and Criteria B of Warrant 3. Therefore, for purposes of this study, Warrants 1, 2 and 3 were completed. To complete Warrants 1, 2 and 3, 24-hour volume counts and turning movement counts were utilized.

Warrant 1, Eight-Hour Vehicular Volume

The standard to satisfy Warrant 1 of the 2014 CA MUTCD is as follows:

The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exist for each of any 8 hours of an average day:

- A. *The vehicles per hour given in both of the 100 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; or*
- B. *The vehicles per hour given in both of the 100 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.*

In applying each condition, the major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of these 8 hours.

JLB completed Warrant 1 pursuant to the above guidelines. This warrant is found in Appendix B. Based on the above guidelines and traffic counts, the intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue do not satisfy Conditions A or B of Warrant 1. Thus, Warrant 1 is not satisfied.

Warrant 2, Four-Hour Vehicular Volume

The standard to satisfy Warrant 2 of the 2014 CA MUTCD is as follows:

The need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours.

JLB completed Warrant 2 pursuant to the above guidelines. This warrant is found in Appendix B. Based on the above guidelines and traffic counts, the intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue do not satisfy Warrant 2. Thus, Warrant 2 is not satisfied.

Warrant 3, Peak-Hour

The standard to satisfy Warrant 3 of the 2014 CA MUTCD is as follows:

The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:

- A. *If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:*
 - I. *The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and*



www.JLBtraffic.com

info@JLBtraffic.com

516 W. Shaw Ave., Ste. 103

Fresno, CA 93704

(559) 570-8991

Page / 3

- II. *The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and*
- III. *The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.*

B. *The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.*

JLB completed Criteria B of Warrant 3 pursuant to the above guidelines. This warrant is found in Appendix B. Based on the above guidelines and traffic counts, the intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue do not satisfy Warrant 3. Thus, Warrant 3 is not satisfied.

Criteria A of the multi-way stop warrant is satisfied when the installation of the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of a traffic control signal. Since the intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue do not meet Signal Warrants 1, 2 or 3, Criteria A of the multi-way stop warrant is not satisfied.

Multi-Way STOP Warrant – Criteria B

To complete Condition B of the multi-way stop warrant, JLB reviewed collision data for the most recent three-year period (January 1, 2022, to December 31, 2024) of the Statewide Integrated Traffic Records System (SWITRS). It should be noted that “near misses” or unreported collisions cannot be utilized for Criteria B of the multi-way stop warrant. In the three-year period, a total of 1 collision was reported within the influence zone of the intersection of Capitola Avenue at Fruitland Avenue. This collision was an improper turn which is not deemed correctable by the installation of a multi-way stop. No collisions were reported within the influence zone of the intersection of Chardonnay Way at Fruitland Avenue. Since there aren't five (5) or more collisions susceptible to correction for either of these intersections, Condition B of the multi-way stop warrant are not satisfied.

Criteria B is satisfied when five (5) or more reported collisions in a 12-month period are susceptible to correction by the installation of a multi-way stop. Since the number of collisions in a 12-month period that are susceptible to correction by the installation of a multi-way stop control totals zero (0), Criteria B of the multi-way stop warrant is not satisfied for the intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue. These warrants are found in Appendix B and collision information is found in Appendix C.

Multi-Way STOP Warrant – Criteria C

To complete Criteria C of the multi-way stop warrant, JLB compared the highest 8-hour volumes from the 24-hour volume counts for all legs of the intersection. For Criteria C to be met, a minimum of 300 trips (210 trips for rural roadways) on the major street (total of both approaches) and 200 trips (140 trips for rural roadways) on minor street (total of both approaches) are required for the same eight hours with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour. Based on the 85th percentile speed of Fruitland Avenue being less than 40 MPH, the applicable volume thresholds are that of the urban roadways which is 300 or more trips for the major street (Fruitland Avenue) and 200 or more trips for the minor street (Capitola Avenue and Chardonnay Way) for each of the same eight hours. Based on these volume thresholds, the volumes for both approaches on the major street nor the minor street do not meet these thresholds for the highest eight hours. Therefore, Criteria C of the multi-way stop warrant is not satisfied. This warrant is found in Appendix B.

Multi-Way STOP Warrant – Criteria D

Criteria D is utilized where no single criteria is satisfied, but where Criteria B and C of the multi-way stop warrant are all satisfied to 80 percent of the minimum values. In this case, Criteria B and C of the multi-way stop warrant are not satisfied to 80 percent of the minimum values. Therefore, Criteria D of the multi-way stop warrant is not satisfied.

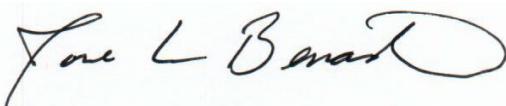
Conclusion and Recommendations

Based on the CA MUTCD multi-way stop warrants for the Existing traffic conditions; the following conclusion and recommendations are provided:

- Based on CA MUTCD procedures, the Multi-Way Stop warrant are not satisfied for the intersections of Fruitland Avenue at Chardonnay Way and Fruitland Avenue at Capitola Avenue.
- As a result, it is recommended that the existing One-Way Stop controls remain in place.

Please feel welcome to contact me with any questions, comments or concerns regarding the information contained within this Traffic Signal Warrant Analysis. I can be reached by phone at (559) 570-8991 and by email at jbenavides@jlbtraffic.com.

Sincerely,



Jose Luis Benavides, PE, TE
President

Appendix A: Traffic Counts



www.JLBtraffic.com
info@JLBtraffic.com

516 W. Shaw Ave., Ste. 103
Fresno, CA 93704
(559) 570-8991

A p p / A



Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Turning Movement Report

Prepared For:

JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704

LOCATION Fruitland Ave @ Chardonnay Way
COUNTY Merced
COLLECTION DATE Wednesday, August 27, 2025

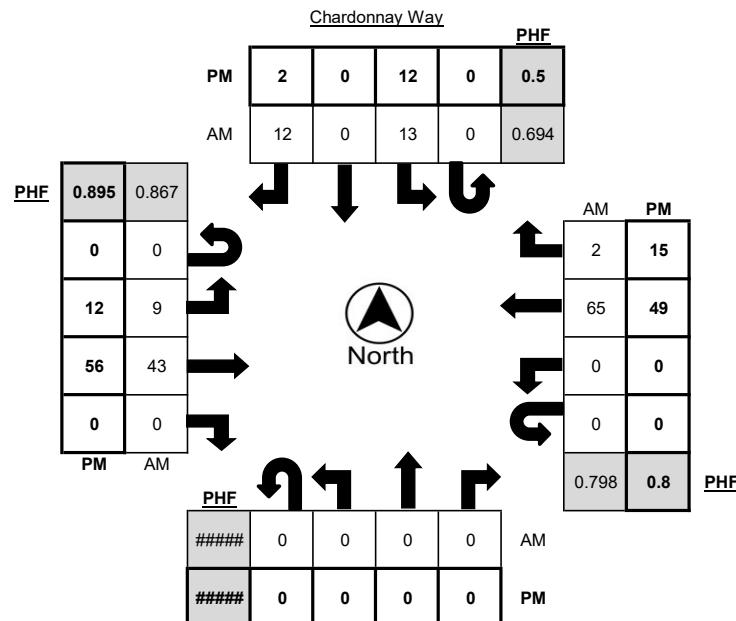
LATITUDE 37.3641
LONGITUDE -120.6074
WEATHER Clear

Time	Northbound					Southbound					Eastbound					Westbound				
	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
7:00 AM - 7:15 AM	0	0	0	0	0	0	3	0	2	0	0	0	7	0	0	0	0	6	3	0
7:15 AM - 7:30 AM	0	0	0	0	0	0	7	0	4	0	0	1	9	0	0	0	0	10	0	0
7:30 AM - 7:45 AM	0	0	0	0	0	0	5	0	4	0	0	0	12	0	0	0	0	14	0	0
7:45 AM - 8:00 AM	0	0	0	0	0	0	2	0	3	0	0	3	8	0	0	0	0	14	0	0
8:00 AM - 8:15 AM	0	0	0	0	0	0	4	0	2	1	0	4	11	0	1	0	0	20	1	0
8:15 AM - 8:30 AM	0	0	0	0	0	0	2	0	3	0	0	2	12	0	0	0	0	17	1	0
8:30 AM - 8:45 AM	0	0	0	0	0	0	6	0	3	0	0	4	13	0	0	0	0	5	2	0
8:45 AM - 9:00 AM	0	0	0	0	0	0	2	0	3	0	0	0	9	0	0	0	0	5	4	0
TOTAL	0	0	0	0	0	31	0	24	1	0	14	81	0	1	0	0	91	11	0	

Time	Northbound					Southbound					Eastbound					Westbound				
	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
4:00 PM - 4:15 PM	0	0	0	0	0	1	0	3	0	0	5	11	0	0	0	0	0	13	1	0
4:15 PM - 4:30 PM	0	0	0	0	0	1	0	1	0	0	1	13	0	0	0	0	0	10	3	0
4:30 PM - 4:45 PM	0	0	0	0	0	2	0	3	0	0	0	8	0	0	0	0	0	10	5	0
4:45 PM - 5:00 PM	0	0	0	0	0	2	0	1	0	0	2	17	0	0	0	0	0	17	1	0
5:00 PM - 5:15 PM	0	0	0	0	0	2	0	0	0	0	4	14	0	1	0	0	6	4	0	0
5:15 PM - 5:30 PM	0	0	0	0	0	6	0	1	1	0	2	13	0	0	0	0	12	8	0	0
5:30 PM - 5:45 PM	0	0	0	0	0	2	0	0	0	0	4	12	0	0	0	0	14	2	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	5	0	1	0	0	2	12	0	0	0	0	12	7	0	0
TOTAL	0	0	0	0	0	21	0	10	1	0	20	100	0	1	0	0	94	31	0	0

PEAK HOUR	Northbound					Southbound					Eastbound					Westbound				
	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
7:30 AM - 8:30 AM	0	0	0	0	0	0	13	0	12	1	0	9	43	0	1	0	0	65	2	0
4:45 PM - 5:45 PM	0	0	0	0	0	0	12	0	2	1	0	12	56	0	1	0	0	49	15	0

	PHF	Trucks
AM	0.857	1.4%
PM	0.869	1.4%





Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230
800-975-6938 Phone/Fax
www.metrotrafficdata.com

Turning Movement Report

Prepared For:

JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704

LOCATION Fruitland Ave @ Chardonnay Way

LATITUDE 37.3641

COUNTY Merced

LONGITUDE -120.6074

COLLECTION DATE Wednesday, August 27, 2025

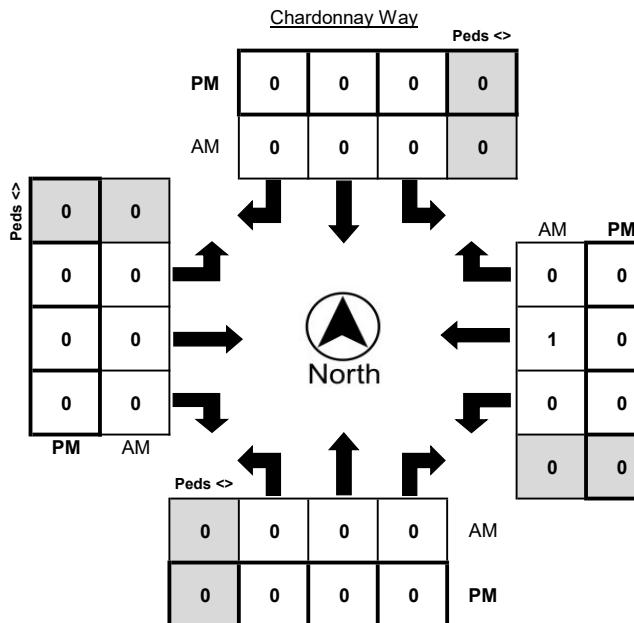
WEATHER Clear

Time	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds	
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		
7:00 AM - 7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 AM - 7:30 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
7:30 AM - 7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:45 AM - 8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:00 AM - 8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	
8:15 AM - 8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:45 AM - 9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0

Time	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds	
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		
4:00 PM - 4:15 PM	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:15 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	1	0	0	0	0	0	0	7	0	0	0	5	0	0

PEAK HOUR	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right	
7:30 AM - 8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
4:45 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

	Bikes	Peds
AM Peak Total	1	0
PM Peak Total	0	0





Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230
800-975-6938 Phone/Fax
www.metrotrafficdata.com

Turning Movement Report

Prepared For:

JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704

LOCATION Fruitland Ave @ Capitola Ave

LATITUDE 37.3641

COUNTY Merced

LONGITUDE -120.6006

COLLECTION DATE Wednesday, August 27, 2025

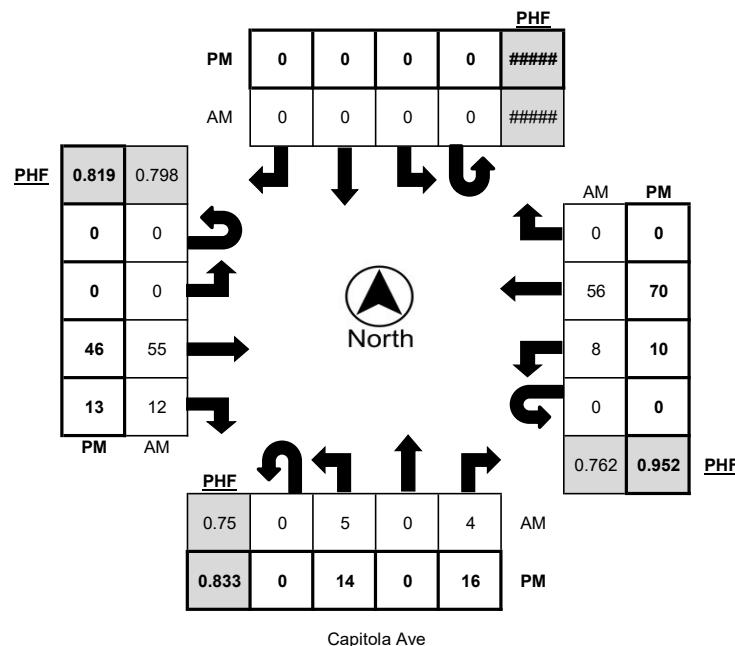
WEATHER Clear

Time	Northbound					Southbound					Eastbound					Westbound				
	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
7:00 AM - 7:15 AM	0	3	0	2	0	0	0	0	0	0	0	0	0	15	1	0	0	3	7	0
7:15 AM - 7:30 AM	0	1	0	1	0	0	0	0	0	0	0	0	0	21	1	0	0	3	1	0
7:30 AM - 7:45 AM	0	0	0	1	0	0	0	0	0	0	0	0	0	15	6	0	0	3	11	0
7:45 AM - 8:00 AM	0	2	0	1	0	0	0	0	0	0	0	0	0	9	2	0	0	2	15	0
8:00 AM - 8:15 AM	0	0	0	2	0	0	0	0	0	0	0	0	0	15	2	0	0	2	19	0
8:15 AM - 8:30 AM	0	3	0	0	0	0	0	0	0	0	0	0	0	16	2	0	0	1	11	0
8:30 AM - 8:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	15	2	0	0	3	8	0
8:45 AM - 9:00 AM	0	1	0	1	0	0	0	0	0	0	0	0	0	14	2	0	0	1	6	0
TOTAL	0	11	0	8	0	0	0	0	0	0	120	18	0	0	18	78	0	0	0	0

Time	Northbound					Southbound					Eastbound					Westbound				
	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
4:00 PM - 4:15 PM	0	1	0	3	0	0	0	0	0	0	0	0	0	11	1	0	0	4	12	0
4:15 PM - 4:30 PM	0	1	0	1	0	0	0	0	0	0	0	0	0	9	2	0	0	1	13	0
4:30 PM - 4:45 PM	0	2	0	1	0	0	0	0	0	0	0	0	0	7	1	0	0	5	15	0
4:45 PM - 5:00 PM	0	4	0	1	0	0	0	0	0	0	0	0	0	10	4	0	0	6	17	0
5:00 PM - 5:15 PM	0	2	0	5	0	0	0	0	0	0	0	0	0	13	3	0	0	4	15	0
5:15 PM - 5:30 PM	0	5	0	2	0	0	0	0	0	0	0	0	0	9	3	1	0	1	20	0
5:30 PM - 5:45 PM	0	3	0	4	0	0	0	0	0	0	0	0	0	9	4	0	0	2	19	0
5:45 PM - 6:00 PM	0	4	0	5	0	0	0	0	0	0	0	0	0	15	3	0	0	3	16	0
TOTAL	0	22	0	22	0	0	0	0	0	0	0	0	0	83	21	1	0	26	127	0

PEAK HOUR	Northbound					Southbound					Eastbound					Westbound				
	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks	U-Turn	Left	Thru	Right	Trucks
7:30 AM - 8:30 AM	0	5	0	4	0	0	0	0	0	0	0	0	0	55	12	0	0	8	56	0
5:00 PM - 6:00 PM	0	14	0	16	0	0	0	0	0	0	0	0	0	46	13	1	0	10	70	0

PHF	Trucks
AM	0.875
PM	0.918





Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230
800-975-6938 Phone/Fax
www.metrotrafficdata.com

Turning Movement Report

Prepared For:

JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704

LOCATION Fruitland Ave @ Capitola Ave
COUNTY Merced
COLLECTION DATE Wednesday, August 27, 2025

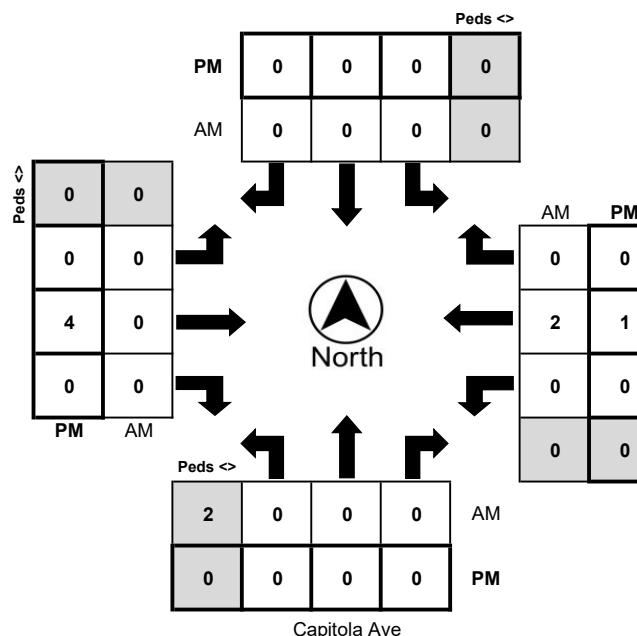
LATITUDE 37.3641
LONGITUDE -120.6006
WEATHER Clear

Time	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds	
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		
7:00 AM - 7:15 AM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	
7:15 AM - 7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:30 AM - 7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7:45 AM - 8:00 AM	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	
8:00 AM - 8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	
8:15 AM - 8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8:45 AM - 9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	3	0	0	0	0	0	0	2	0	0

Time	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds	
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		
4:00 PM - 4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	
5:15 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	0	4	0	0	0	0	1	0	0

PEAK HOUR	Northbound Bikes			N.Leg Peds	Southbound Bikes			S.Leg Peds	Eastbound Bikes			E.Leg Peds	Westbound Bikes			W.Leg Peds
	Left	Thru	Right		Left	Thru	Right		Left	Thru	Right		Left	Thru	Right	
7:30 AM - 8:30 AM	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0	0
5:00 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	4	0	0	0	1	0	0

	Bikes	Peds
AM Peak Total	2	2
PM Peak Total	5	0





Metro Traffic Data Inc.
 310 N. Irwin Street - Suite 20
 Hanford, CA 93230
 800-975-6938 Phone/Fax
www.metrotrafficdata.com

24 Hour Count Report

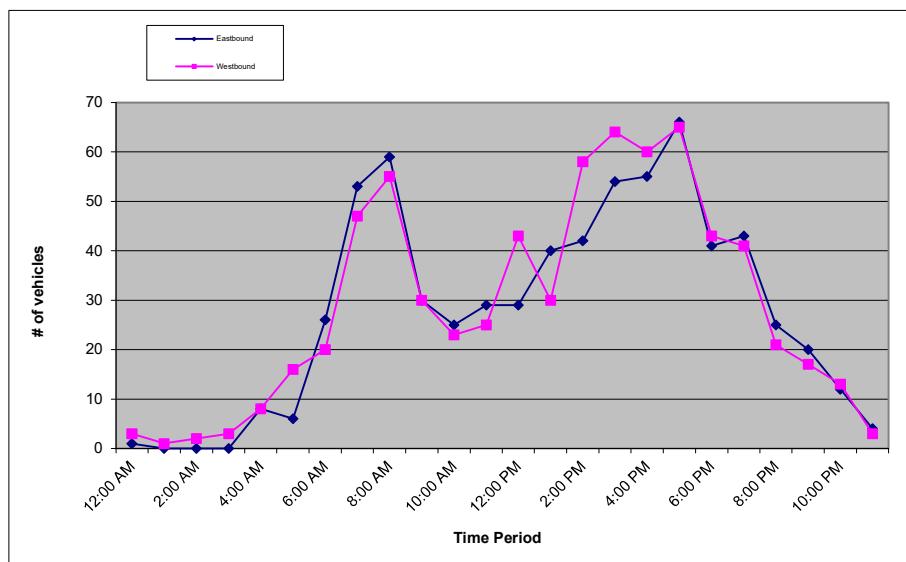
Prepared For: **JLB Traffic Engineering, Inc.**
 516 W. Shaw Ave, Suite 103
 Fresno, CA 93704

STREET Fruitland Ave
 SEGMENT East of Chardonnay Way
 COLLECTION DATE Wednesday, August 27, 2025
 NUMBER OF LANES 2

LATITUDE 37.3640638
 LONGITUDE -120.607904
 WEATHER Clear

Hour	Eastbound				Total	Westbound				Hourly Totals
	1st	2nd	3rd	4th		1st	2nd	3rd	4th	
12:00 AM	1	0	0	0	1	2	1	0	0	3
1:00 AM	0	0	0	0	0	0	1	0	0	1
2:00 AM	0	0	0	0	0	0	1	1	0	2
3:00 AM	0	0	0	0	0	0	2	1	0	3
4:00 AM	0	1	2	5	8	0	2	4	2	16
5:00 AM	2	1	0	3	6	3	5	3	5	16
6:00 AM	2	4	12	8	26	6	1	6	7	46
7:00 AM	10	16	17	10	53	9	10	14	14	47
8:00 AM	15	14	19	11	59	21	18	7	9	55
9:00 AM	10	6	7	7	30	7	10	10	3	30
10:00 AM	5	10	6	4	25	8	7	6	2	23
11:00 AM	5	9	5	10	29	10	6	0	9	25
12:00 PM	9	5	5	10	29	11	11	13	8	43
1:00 PM	11	8	13	8	40	6	9	8	7	30
2:00 PM	5	7	20	10	42	10	14	19	15	58
3:00 PM	16	16	12	10	54	18	18	16	12	64
4:00 PM	12	14	10	19	55	14	13	15	18	60
5:00 PM	16	19	14	17	66	10	20	16	19	65
6:00 PM	10	17	7	7	41	14	11	5	13	43
7:00 PM	10	17	10	6	43	13	7	10	11	41
8:00 PM	10	4	4	7	25	6	3	4	8	21
9:00 PM	8	6	4	2	20	5	5	4	3	17
10:00 PM	5	1	2	4	12	4	3	4	2	13
11:00 PM	2	1	0	1	4	1	2	0	0	3
Total	49.2%				668	50.8%				691
	1359									

AM% **34.6%** AM Peak **123** 7:30 am to 8:30 am AM P.H.F. **0.85**
 PM% **65.4%** PM Peak **132** 4:45 pm to 5:45 pm PM P.H.F. **0.85**





Metro Traffic Data Inc.
 310 N. Irwin Street - Suite 20
 Hanford, CA 93230
 800-975-6938 Phone/Fax
www.metrotrafficdata.com

24 Hour Count Report

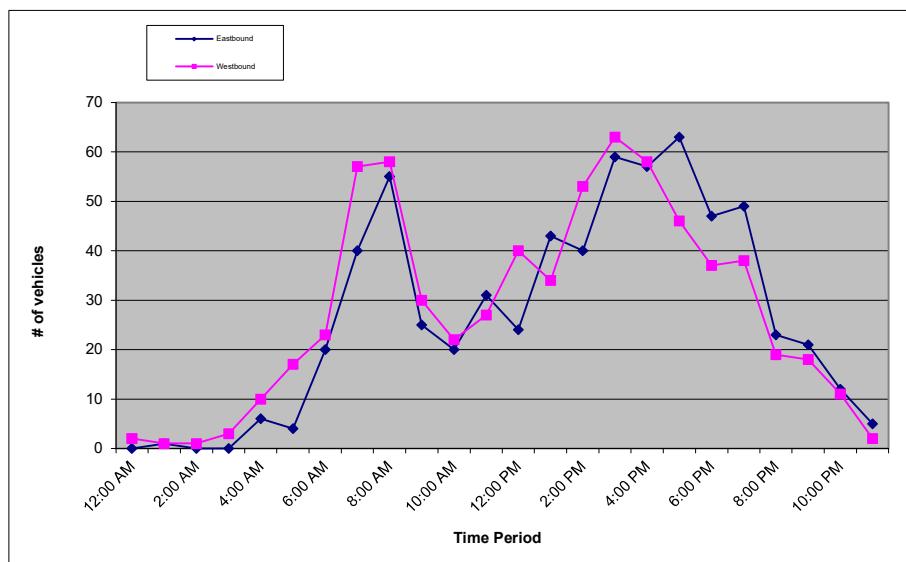
Prepared For: **JLB Traffic Engineering, Inc.**
 516 W. Shaw Ave, Suite 103
 Fresno, CA 93704

STREET Fruitland Ave
 SEGMENT West of Chardonnay Way
 COLLECTION DATE Wednesday, August 27, 2025
 NUMBER OF LANES 2

LATITUDE 37.3640724
 LONGITUDE -120.6069317
 WEATHER Clear

Hour	Eastbound				Total	Westbound				Hourly Totals
	1st	2nd	3rd	4th		1st	2nd	3rd	4th	
12:00 AM	0	0	0	0	0	0	2	0	0	2
1:00 AM	0	0	0	1	1	0	1	0	0	1
2:00 AM	0	0	0	0	0	0	0	1	0	1
3:00 AM	0	0	0	0	0	0	2	1	0	3
4:00 AM	0	0	2	4	6	0	2	5	3	16
5:00 AM	0	1	0	3	4	5	5	3	4	17
6:00 AM	2	2	8	8	20	6	3	6	8	43
7:00 AM	7	10	12	11	40	8	14	18	17	97
8:00 AM	15	14	17	9	55	22	20	8	8	58
9:00 AM	9	5	6	5	25	5	10	11	4	30
10:00 AM	6	5	5	4	20	7	5	6	4	42
11:00 AM	6	10	4	11	31	10	8	1	8	58
12:00 PM	7	5	3	9	24	6	9	15	10	40
1:00 PM	13	10	12	8	43	7	9	10	8	77
2:00 PM	6	11	16	7	40	8	15	16	14	53
3:00 PM	18	16	14	11	59	19	16	14	14	122
4:00 PM	16	14	8	19	57	16	11	13	18	58
5:00 PM	18	15	16	14	63	6	13	14	13	46
6:00 PM	12	17	7	11	47	12	10	6	9	84
7:00 PM	12	20	9	8	49	10	7	10	11	38
8:00 PM	5	5	7	6	23	7	3	4	5	19
9:00 PM	8	7	4	2	21	6	6	4	2	18
10:00 PM	4	2	3	3	12	3	4	4	0	11
11:00 PM	3	1	0	1	5	0	2	0	0	2
Total	49.0%				645	51.0%				670
	1315									

AM% 34.4% AM Peak 129 7:30 am to 8:30 am AM P.H.F. 0.87
 PM% 65.6% PM Peak 122 3:00 pm to 4:00 pm PM P.H.F. 0.82





Metro Traffic Data Inc.
 310 N. Irwin Street - Suite 20
 Hanford, CA 93230
 800-975-6938 Phone/Fax
www.metrotrafficdata.com

24 Hour Count Report

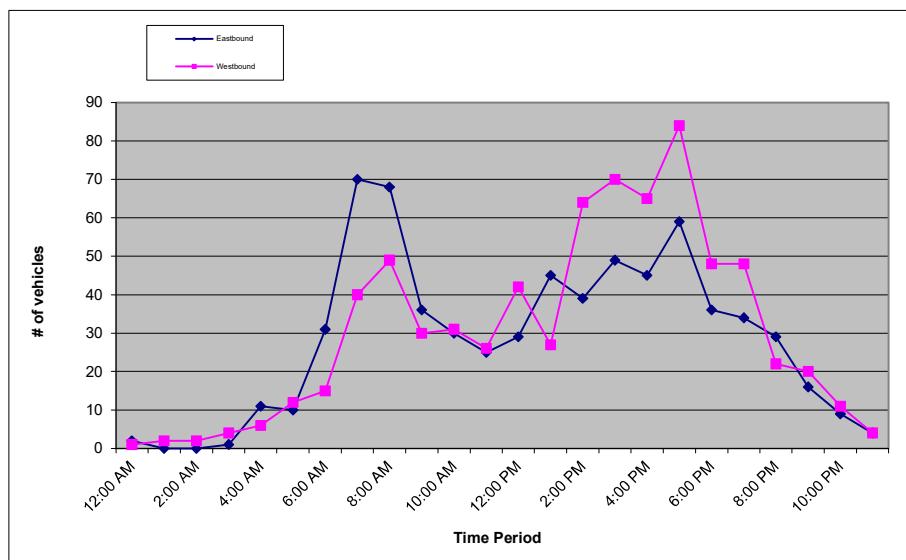
Prepared For: **JLB Traffic Engineering, Inc.**
 516 W. Shaw Ave, Suite 103
 Fresno, CA 93704

STREET Fruitland Ave
 SEGMENT w/o Capitol
 COLLECTION DATE Wednesday, August 27, 2025
 NUMBER OF LANES 2

LATITUDE 37.3640817
 LONGITUDE -120.6010149
 WEATHER Clear

Hour	Eastbound				Total	Westbound				Hourly Totals
	1st	2nd	3rd	4th		1st	2nd	3rd	4th	
12:00 AM	1	1	0	0	2	1	0	0	0	3
1:00 AM	0	0	0	0	0	0	2	0	0	2
2:00 AM	0	0	0	0	0	1	0	0	1	2
3:00 AM	0	0	1	0	1	0	2	1	1	4
4:00 AM	0	1	2	8	11	0	3	2	1	17
5:00 AM	3	3	1	3	10	1	3	3	5	22
6:00 AM	3	4	14	10	31	8	1	2	4	46
7:00 AM	16	22	21	11	70	10	2	11	17	110
8:00 AM	17	18	17	16	68	19	14	9	7	49
9:00 AM	11	6	10	9	36	8	7	10	5	66
10:00 AM	9	13	3	5	30	11	11	5	4	31
11:00 AM	4	7	6	8	25	9	6	2	9	51
12:00 PM	12	5	4	8	29	12	12	7	11	42
1:00 PM	14	10	13	8	45	7	7	6	7	72
2:00 PM	9	6	17	7	39	17	8	22	17	64
3:00 PM	12	15	12	10	49	22	17	19	12	119
4:00 PM	12	11	8	14	45	13	14	17	21	65
5:00 PM	16	12	13	18	59	17	25	22	20	84
6:00 PM	9	14	7	6	36	15	14	9	10	48
7:00 PM	8	12	8	6	34	14	12	8	14	48
8:00 PM	13	4	4	8	29	5	4	3	10	51
9:00 PM	7	2	4	3	16	3	7	8	2	20
10:00 PM	3	0	2	4	9	3	3	2	3	11
11:00 PM	1	2	0	1	4	1	2	1	0	4
Total	48.4%				678	51.6%				723
	1401									

AM% 35.8% AM Peak 128 7:30 am to 8:30 am AM P.H.F. 0.89
 PM% 64.2% PM Peak 143 5:00 pm to 6:00 pm PM P.H.F. 0.94





Metro Traffic Data Inc.
 310 N. Irwin Street - Suite 20
 Hanford, CA 93230
 800-975-6938 Phone/Fax
www.metrotrafficdata.com

24 Hour Count Report

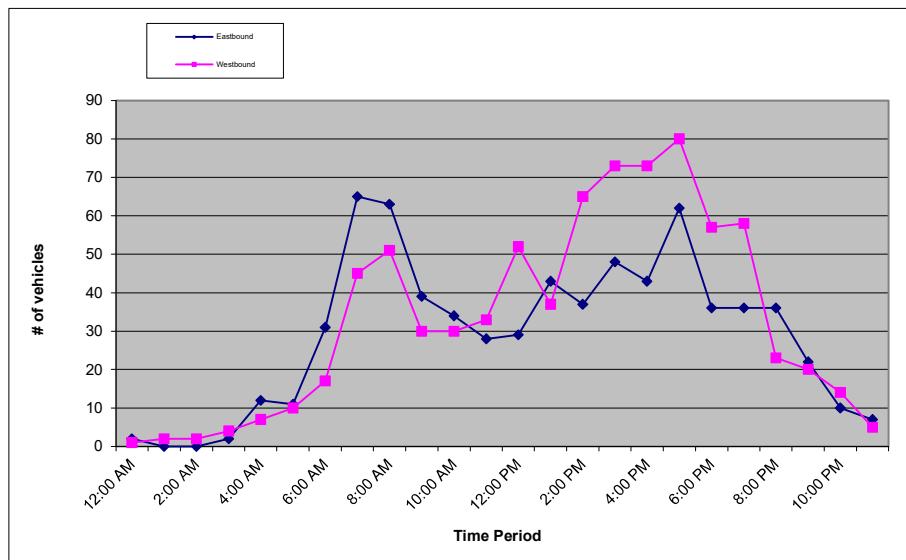
Prepared For: **JLB Traffic Engineering, Inc.**
 516 W. Shaw Ave, Suite 103
 Fresno, CA 93704

STREET Fruitland Ave
 SEGMENT e/o Capitola
 COLLECTION DATE Wednesday, August 27, 2025
 NUMBER OF LANES 2

LATITUDE 37.3640902
 LONGITUDE -120.6002465
 WEATHER Clear

Hour	Eastbound				Total	Westbound				Hourly Totals
	1st	2nd	3rd	4th		1st	2nd	3rd	4th	
12:00 AM	1	1	0	0	2	1	0	0	0	3
1:00 AM	0	0	0	0	0	0	2	0	0	2
2:00 AM	0	0	0	0	0	1	0	0	1	2
3:00 AM	0	1	1	0	2	0	2	1	1	4
4:00 AM	0	1	4	7	12	0	4	3	0	19
5:00 AM	4	1	2	4	11	1	2	2	5	21
6:00 AM	4	4	15	8	31	8	2	2	5	48
7:00 AM	17	22	16	10	65	10	4	14	17	110
8:00 AM	17	16	15	15	63	21	12	11	7	114
9:00 AM	11	7	13	8	39	7	8	10	5	30
10:00 AM	10	13	4	7	34	11	9	7	3	30
11:00 AM	6	7	9	6	28	9	9	5	10	33
12:00 PM	13	6	3	7	29	15	17	7	13	52
1:00 PM	13	9	12	9	43	9	9	9	10	37
2:00 PM	9	8	15	5	37	21	9	19	16	65
3:00 PM	13	13	13	9	48	24	16	21	12	73
4:00 PM	14	10	8	11	43	16	14	20	23	73
5:00 PM	18	11	13	20	62	19	21	21	19	80
6:00 PM	13	11	6	6	36	18	16	10	13	57
7:00 PM	7	12	10	7	36	20	14	10	14	58
8:00 PM	16	6	5	9	36	4	4	5	10	23
9:00 PM	7	8	4	3	22	2	8	8	2	20
10:00 PM	4	0	3	3	10	3	5	3	3	14
11:00 PM	1	4	1	1	7	1	3	1	0	5
Total	46.9%				696	53.1%				789
	1485									

AM% **34.9%** AM Peak **123** 7:30 am to 8:30 am AM P.H.F. **0.81**
 PM% **65.1%** PM Peak **142** 5:00 pm to 6:00 pm PM P.H.F. **0.91**





Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230
800-975-6938 Phone/Fax
www.metrotrafficdata.com

24 Hour Count Report

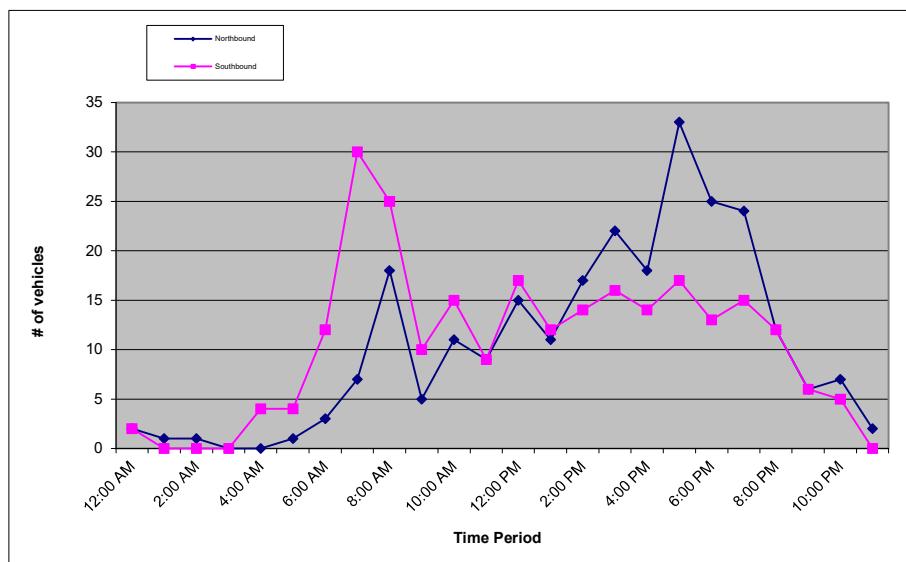
Prepared For: **JLB Traffic Engineering, Inc.**
516 W. Shaw Ave, Suite 103
Fresno, CA 93704

STREET Chardonnay Way
SEGMENT North of Fruitland Ave
COLLECTION DATE Wednesday, August 27, 2025
NUMBER OF LANES 2

LATITUDE 37.3644475
LONGITUDE -120.6074195
WEATHER Clear

Hour	Northbound				Total	Southbound				Hourly Totals
	1st	2nd	3rd	4th		1st	2nd	3rd	4th	
12:00 AM	2	0	0	0	2	1	1	0	0	2
1:00 AM	0	0	0	1	1	0	0	0	0	0
2:00 AM	0	1	0	0	1	0	0	0	0	1
3:00 AM	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	1	1	2	4
5:00 AM	0	0	0	1	1	4	0	0	0	4
6:00 AM	2	0	0	1	3	2	4	4	2	15
7:00 AM	3	1	0	3	7	5	11	9	5	30
8:00 AM	5	3	6	4	18	6	5	9	5	43
9:00 AM	2	1	2	0	5	1	2	4	3	10
10:00 AM	2	6	0	3	11	0	9	1	5	15
11:00 AM	4	1	0	4	9	3	2	2	2	9
12:00 PM	7	5	1	2	15	4	3	5	5	17
1:00 PM	4	5	0	2	11	3	3	3	3	12
2:00 PM	7	5	3	2	17	4	2	4	4	31
3:00 PM	5	6	7	4	22	4	4	3	5	16
4:00 PM	6	4	5	3	18	4	2	5	3	32
5:00 PM	8	10	6	9	33	2	7	2	6	17
6:00 PM	6	6	3	10	25	2	5	4	2	13
7:00 PM	9	7	4	4	24	4	4	5	2	15
8:00 PM	1	2	4	5	12	7	1	1	3	12
9:00 PM	2	1	1	2	6	3	1	1	1	6
10:00 PM	1	2	2	2	7	1	2	1	1	5
11:00 PM	2	0	0	0	2	0	0	0	0	2
Total	49.8%				250	50.2%				252
					502					

AM% 33.7% AM Peak 43 8:00 am to 9:00 am AM P.H.F. 0.72
PM% 66.3% PM Peak 50 5:00 pm to 6:00 pm PM P.H.F. 0.74





Metro Traffic Data Inc.
 310 N. Irwin Street - Suite 20
 Hanford, CA 93230
 800-975-6938 Phone/Fax
www.metrotrafficdata.com

24 Hour Count Report

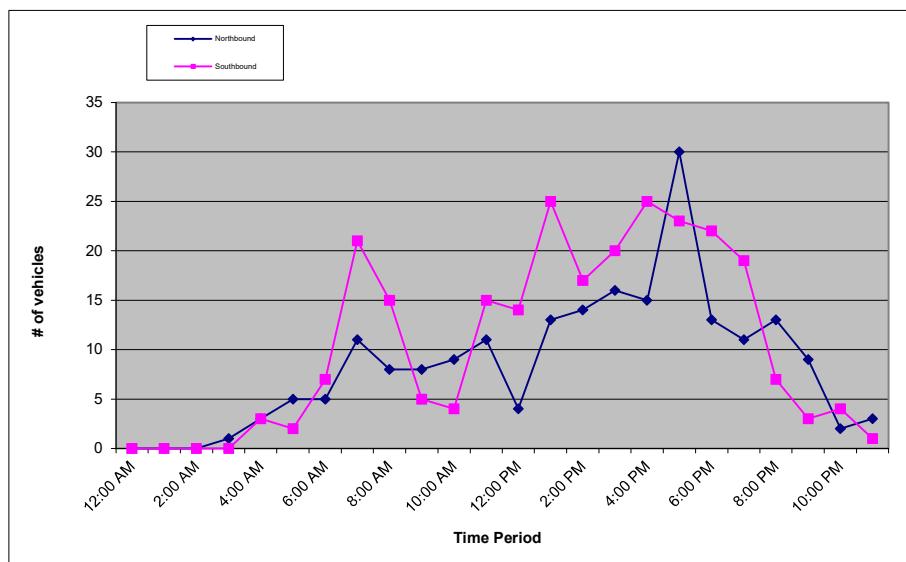
Prepared For: **JLB Traffic Engineering, Inc.**
 516 W. Shaw Ave, Suite 103
 Fresno, CA 93704

STREET Capitola Ave
 SEGMENT s/o Fruitland
 COLLECTION DATE Wednesday, August 27, 2025
 NUMBER OF LANES 2

LATITUDE 37.3637987
 LONGITUDE -120.6006456
 WEATHER Clear

Hour	Northbound				Total	Southbound				Hourly Totals
	1st	2nd	3rd	4th		1st	2nd	3rd	4th	
12:00 AM	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	1	0	0	1	0	0	0	0	1
4:00 AM	0	0	2	1	3	0	1	1	1	6
5:00 AM	1	1	2	1	5	0	2	0	0	7
6:00 AM	1	0	2	2	5	0	1	1	5	12
7:00 AM	5	2	1	3	11	4	4	9	4	21
8:00 AM	2	3	1	2	8	4	3	5	3	23
9:00 AM	2	1	5	0	8	1	1	2	1	13
10:00 AM	3	2	1	3	9	2	0	2	0	13
11:00 AM	3	1	4	3	11	1	4	4	6	26
12:00 PM	2	1	0	1	4	4	5	1	4	18
1:00 PM	1	3	3	6	13	4	6	7	8	25
2:00 PM	4	2	5	3	14	8	1	4	4	31
3:00 PM	5	6	3	2	16	6	7	4	3	36
4:00 PM	4	2	3	6	15	5	3	6	11	40
5:00 PM	7	7	7	9	30	7	4	6	6	23
6:00 PM	5	2	3	3	13	4	7	5	6	35
7:00 PM	1	2	2	6	11	8	4	2	5	19
8:00 PM	5	2	1	5	13	1	0	2	4	20
9:00 PM	1	7	1	0	9	0	2	1	0	12
10:00 PM	1	0	1	0	2	0	2	1	1	6
11:00 PM	0	2	1	0	3	0	1	0	0	1
Total	44.7%				204	55.3%				252
					456					

AM% **29.2%** AM Peak **32** 7:00 am to 8:00 am AM P.H.F. **0.80**
 PM% **70.8%** PM Peak **55** 4:45 pm to 5:45 pm PM P.H.F. **0.81**



Appendix B: Warrants



www.JLBtraffic.com
info@JLBtraffic.com

516 W. Shaw Ave., Ste. 103
Fresno, CA 93704
(559) 570-8991

A p p | B

MULTI-WAY STOP WARRANT

MAJOR STREET: Fruitland Ave
MINOR STREET: Chardonnay Way

CRITICAL APPROACH SPEED:

36

CALC:
CHK:

COUNT DATE:

08/27/25

DATE: 09/12/25
DATE: 09/23/25

	Chardonnay Way	Chardonnay Way	Fruitland Ave	Fruitland Ave	Chardonnay Way	Fruitland Ave	Intersection Approach Totals
	NB Approach	SB Approach	EB Approach	WB Approach	Total Volume Both Approaches	Total Volume Both Approaches	
Hour	Volume	Volume	Volume	Volume	Volume	Volume	Volume
0	0	2	0	3	2	3	5
1	0	0	1	1	0	2	2
2	0	0	0	2	0	2	2
3	0	0	0	3	0	3	3
4	0	4	6	8	4	14	18
5	0	4	4	16	4	20	24
6	0	12	20	20	12	40	52
7	0	30	40	47	30	87	117
8	0	25	55	55	25	110	135
9	0	10	25	30	10	55	65
10	0	15	20	23	15	43	58
11	0	9	31	25	9	56	65
12	0	17	24	43	17	67	84
13	0	12	43	30	12	73	85
14	0	14	40	58	14	98	112
15	0	16	59	64	16	123	139
16	0	14	57	60	14	117	131
17	0	17	63	65	17	128	145
18	0	13	47	43	13	90	103
19	0	15	49	41	15	90	105
20	0	12	23	21	12	44	56
21	0	6	21	17	6	38	44
22	0	5	12	13	5	25	30
23	0	0	5	3	0	8	8

CONDITION A - SIGNAL WARRANT(S)

CONDITION B - COLLISIONS

CONDITION C - MINIMUM VOLUMES

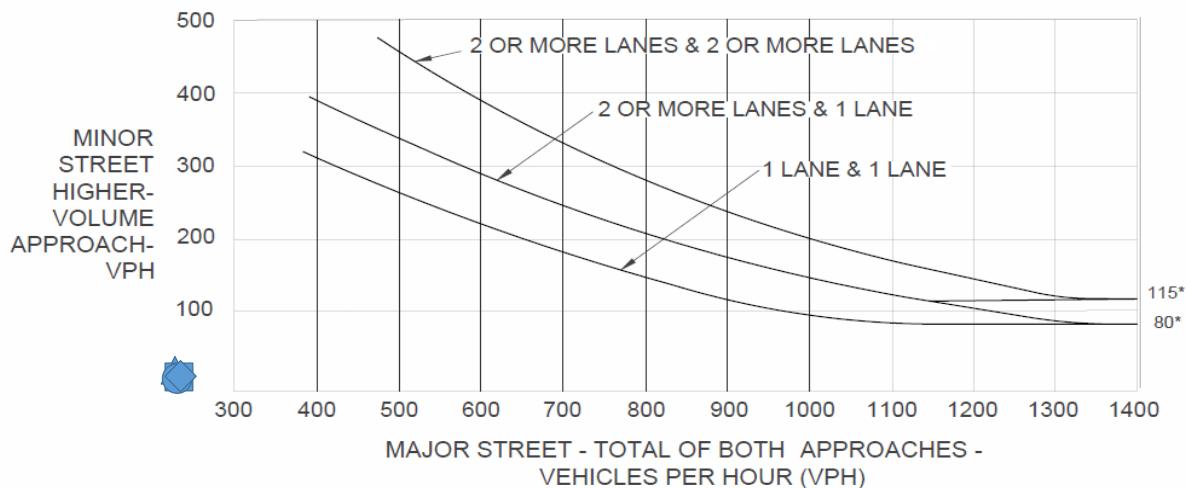
<p>SIGNAL WARRANT(S) MET <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>WHERE TRAFFIC SIGNALS ARE JUSTIFIED, THE MULTI-WAY STOP IS AN INTERIM MEASURE THAT CAN BE INSTALLED QUICKLY TO CONTROL TRAFFIC WHILE ARRANGEMENTS ARE BEING MADE FOR THE INSTALLATION OF THE TRAFFIC CONTROL SIGNAL.</p> <p>* HIGHEST 8 HOURS</p>	<p>WARRANT MET <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>YEAR BEGINNING COLLISIONS REPORTED</p> <table border="1"> <tr><td>Jan-22</td><td></td></tr> <tr><td>Jan-23</td><td></td></tr> <tr><td>Jan-24</td><td></td></tr> </table> <p>FIVE OR MORE REPORTED COLLISIONS IN A 12-MONTH PERIOD THAT ARE SUSCEPTIBLE TO CORRECTION BY A MULTI-WAY STOP INSTALLATION. SUCH INCLUDES RIGHT-TURN AND LEFT-TURN COLLISIONS AS WELL AS RIGHT-ANGLE COLLISIONS.</p>	Jan-22		Jan-23		Jan-24		<p>WARRANT MET <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>MAJOR STREET (TOTAL OF BOTH APPROACHES) AT LEAST 300 (210*) TRIPS PER HOUR FOR ANY 8 HOURS?</p>
		Jan-22						
		Jan-23						
		Jan-24						
				<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>				
				<p>HIGHEST MINOR STREET (TOTAL OF BOTH APPROACHES) AT LEAST 200 (140*) TRIPS PER HOUR FOR THE SAME 8 HOURS?</p>				
				<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>				
				<p>AND WITH AN AVERAGE DELAY TO THE MINOR-STREET VEHICULAR TRAFFIC OF AT LEAST 30 SEC. DURING THE HIGHEST HOUR. (XX) = VOLUMES FROM > 40 MPH</p>				
				<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>				
				<p>CONDITION D - 80% OF THE MINIMUM VALUES OF CRITERIA B, C.1, C.2</p>				
		<p>WARRANT MET <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>						
		<p>WHERE NO SINGLE CRITERION IS SATISFIED, BUT WHERE CRITERIA B, C.1, AND C.2 ARE ALL SATISFIED TO 80 PERCENT OF THE MINIMUM VALUES. CRITERION C.3 IS EXCLUDED FROM THIS CONDITION.</p>						

*To be utilized for speed limits greater than 40 MPH

Warrant 2: Four-Hour Vehicular Volume (Urban)

Existing Traffic Conditions

1. Chardonnay Way / Fruitland Ave



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor street approach with one lane.

	1 Lane & 1 Lane	2 or More Lanes & 1 Lane	2 or More Lanes & 2 or More Lanes	8:00 AM Volume	3:00 PM Volume	4:00 PM Volume	5:00 PM Volume
Major Street (Total of Both Approaches)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	110	123	117	128
Minor Street (Higher Volume Approach)				25	16	14	17

Satisfied:

Yes

No

Calculated By: DC
Checked By: MA

Date: 09/12/25
Date: 09/23/25

Source: California Manual of Uniform Traffic Control Devices (CA MUTCD 2014 Edition)
Chapter 4C: Traffic Control Signal Needs Studies
Part 4: Highway Traffic Signals
November 7, 2014



www.JLBTraffic.com
info@JLBTraffic.com

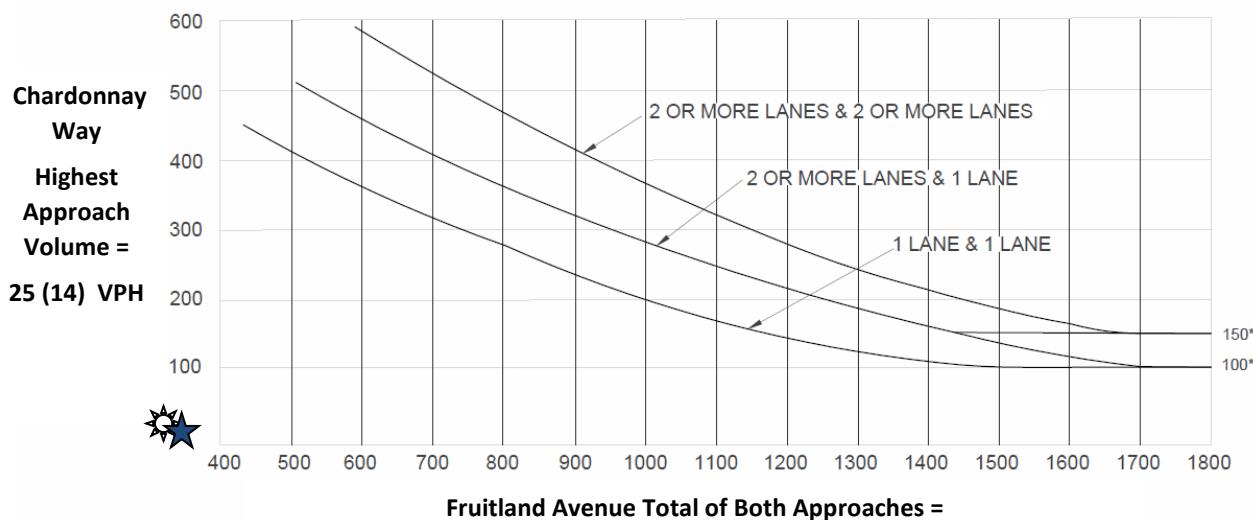
516 W Shaw Ave., Ste 103
Fresno, CA 93704
(559) 570-8991

Warrant 3: Peak Hour (Urban)

Existing Traffic Conditions

1. Fruitland Avenue / Chardonnay Way

AM (PM) Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.



AM Peak Hour – Signal Warrant is Not Met



PM Peak Hour – Signal Warrant is Not Met

Source: California Manual of Uniform Traffic Control Devices (CA MUTCD 2014 Edition)
Chapter 4C: Traffic Control Signal Needs Studies
Part 4: Highway Traffic Signals
November 7, 2014

MULTI-WAY STOP WARRANT

MAJOR STREET: Fruitland Ave
MINOR STREET: Capitola Ave

CRITICAL APPROACH SPEED:

39

CALC:
CHK:

COUNT DATE: 08/27/25
DATE: 09/12/25
DATE: 09/23/25

	Capitola Ave	Capitola Ave	Fruitland Ave	Fruitland Ave	Capitola Ave	Fruitland Ave	Intersection Approach Totals
	NB Approach	SB Approach	EB Approach	WB Approach	Total Volume Both Approaches	Total Volume Both Approaches	
Hour	Volume	Volume	Volume	Volume	Volume	Volume	Volume
0	0	0	2	1	0	3	3
1	0	0	0	2	0	2	2
2	0	0	0	2	0	2	2
3	1	0	1	4	1	5	6
4	3	0	11	7	3	18	21
5	5	0	10	10	5	20	25
6	5	0	31	17	5	48	53
7	11	0	70	45	11	115	126
8	8	0	68	51	8	119	127
9	8	0	36	30	8	66	74
10	9	0	30	30	9	60	69
11	11	0	25	33	11	58	69
12	4	0	29	52	4	81	85
13	13	0	45	37	13	82	95
14	14	0	39	65	14	104	118
15	16	0	49	73	16	122	138
16	15	0	45	73	15	118	133
17	30	0	59	80	30	139	169
18	13	0	36	57	13	93	106
19	11	0	34	58	11	92	103
20	13	0	29	23	13	52	65
21	9	0	16	20	9	36	45
22	2	0	9	14	2	23	25
23	3	0	4	5	3	9	12

CONDITION A - SIGNAL WARRANT(S)

CONDITION B - COLLISIONS

CONDITION C - MINIMUM VOLUMES

SIGNAL WARRANT(S) MET

YES NO

WARRANT MET

YES NO

WARRANT MET

YES NO

MAJOR STREET (TOTAL OF BOTH APPROACHES) AT LEAST 300 (210*) TRIPS PER HOUR FOR ANY 8 HOURS?

YES NO

Year

Beginning

Collisions Reported

Jan-22

Jan-23

1

Jan-24

HIGHEST MINOR STREET (TOTAL OF BOTH APPROACHES) AT LEAST 200 (140*) TRIPS PER HOUR FOR THE SAME 8 HOURS?

YES NO

AND WITH AN AVERAGE DELAY TO THE MINOR-STREET VEHICULAR TRAFFIC OF AT LEAST 30 SEC. DURING THE HIGHEST HOUR. (XX) = VOLUMES FROM > 40 MPH

YES NO

CONDITION D - 80% OF THE MINIMUM VALUES OF CRITERIA B, C.1, C.2

WARRANT MET

YES NO

WHERE NO SINGLE CRITERION IS SATISFIED, BUT WHERE CRITERIA B, C.1, AND C.2 ARE ALL SATISFIED TO 80 PERCENT OF THE MINIMUM VALUES. CRITERION C.3 IS EXCLUDED FROM THIS CONDITION.

* HIGHEST 8 HOURS

*To be utilized for speed limits greater than 40 MPH

Signal Warrant Analysis

Figure 4C-101 (CA). Traffic Signal Warrants Worksheet

005 DIST	Merced CO	N/A RTE	N/A KPM	COUNT DATE 08/27/25
CALC CHK	DC MA	DATE DATE	09/12/25 09/23/25	
Major St: Fruitland Ave				Critical Approach Speed 39 MPH
Minor St: Capitola Ave				
Critical speed of major street traffic > 64 km/h (40 mph).....				<input type="checkbox"/> or <input type="checkbox"/> <input checked="" type="checkbox"/> RURAL (R) <input checked="" type="checkbox"/> URBAN (U)
In built up area of isolated community of < 10,000 population				

WARRANT 1 - Eight Hour Vehicular Volume		SATISFIED		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(Condition A or Condition B or combination of A and B must be satisfied)				
Condition A - Minimum Vehicle Volume		100% SATISFIED		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Condition B - Interruption of Continuous Traffic		80 % SATISFIED		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
APPROACH	LANES	U	R	Hour
Both Approaches		500	350	
Major Street		(400)	(280)	
Highest Approach		150	105	
Minor Street		(120)	(84)	
		600	420	
		(480)	(336)	
		200	140	
		(160)	(112)	
		11	8	
		11	8	
		11	8	
		115	119	
		115	119	
		11	8	
		11	8	
		119	104	
		119	104	
		11	8	
		11	8	
		104	122	
		104	122	
		14	16	
		14	16	
		122	118	
		122	118	
		15	15	
		15	15	
		139	139	
		139	139	
		93	93	
		93	93	
		92	92	
		92	92	
		11	11	
		11	11	
		11	11	
		118	118	
		118	118	
		30	30	
		30	30	
		13	13	
		13	13	
		11	11	
		11	11	

WARRANT 1 - Eight Hour Vehicular Volume		SATISFIED		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(Condition A or Condition B or combination of A and B must be satisfied)				
Condition A - Minimum Vehicle Volume		100% SATISFIED		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Condition B - Interruption of Continuous Traffic		80 % SATISFIED		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
APPROACH	LANES	U	R	Hour
Both Approaches		750	525	
Major Street		(600)	(420)	
Highest Approach		75	53	
Minor Street		(60)	(42)	
		900	630	
		(720)	(504)	
		100	70	
		(80)	(56)	
		115	119	
		115	119	
		11	8	
		11	8	
		104	122	
		104	122	
		14	16	
		16	16	
		122	118	
		122	118	
		15	15	
		15	15	
		139	139	
		139	139	
		93	93	
		93	93	
		92	92	
		92	92	
		11	11	
		11	11	

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Combination of Conditions A & B SATISFIED YES NO

REQUIREMENT	WARRANT	FULFILLED
TWO WARRANTS SATISFIED 80%	1. MINIMUM VEHICULAR VOLUME 2. INTERRUPTION OF CONTINUOUS TRAFFIC	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>



www.JLBtraffic.com

info@JLBtraffic.com

516 W. Shaw Ave., Ste. 103

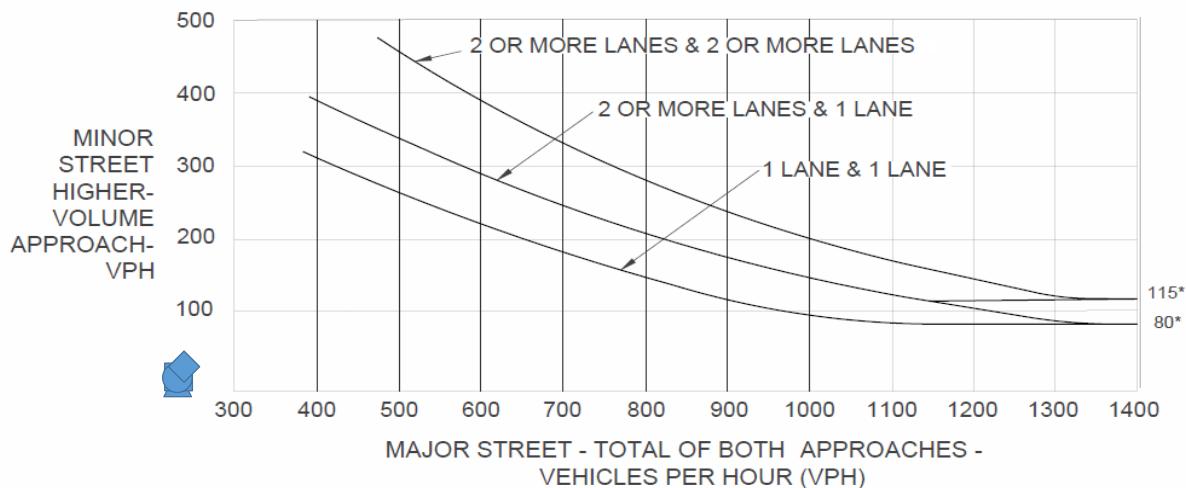
Fresno, CA 93704

(559) 570 - 8991

Warrant 2: Four-Hour Vehicular Volume (Urban)

Existing Traffic Conditions

2. Capitola Ave / Fruitland Ave



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor street approach with one lane.

	1 Lane & 1 Lane	2 or More Lanes & 1 Lane	2 or More Lanes & 2 or More Lanes	8:00 AM Volume	3:00 PM Volume	4:00 PM Volume	5:00 PM Volume
Major Street (Total of Both Approaches)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	119	122	118	139
Minor Street (Higher Volume Approach)				8	16	15	30

Satisfied:

Yes

No

Calculated By: DC
Checked By: MA

Date: 09/12/25
Date: 09/23/25

Source: California Manual of Uniform Traffic Control Devices (CA MUTCD 2014 Edition)
Chapter 4C: Traffic Control Signal Needs Studies
Part 4: Highway Traffic Signals
November 7, 2014



www.JLBTraffic.com
info@JLBTraffic.com

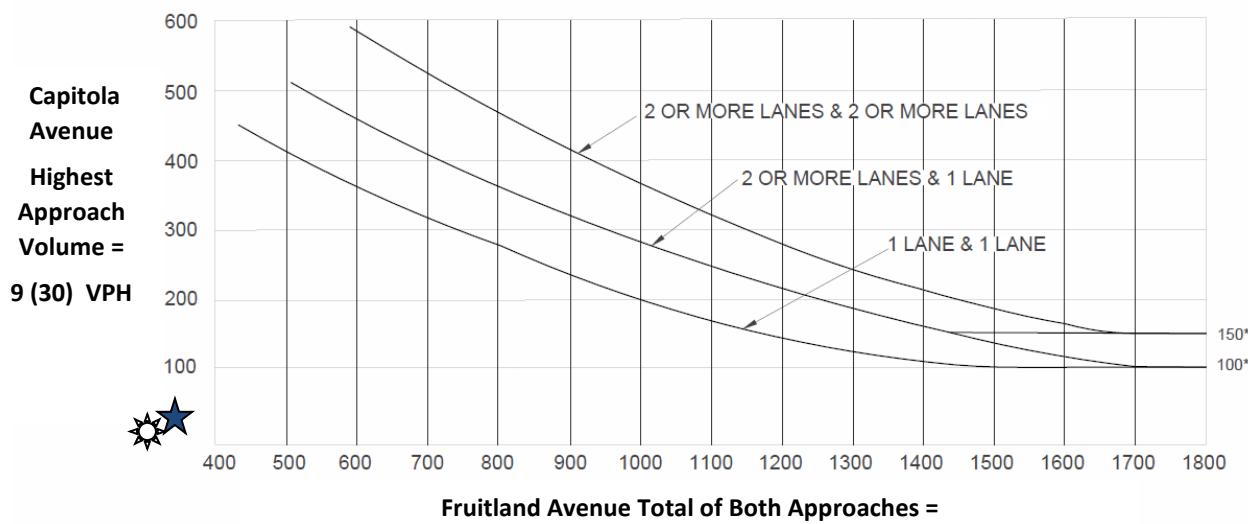
516 W Shaw Ave., Ste 103
Fresno, CA 93704
(559) 570-8991

Warrant 3: Peak Hour (Urban)

Existing Traffic Conditions

2. Fruitland Avenue / Capitola Avenue

AM (PM) Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.



AM Peak Hour – Signal Warrant is Not Met



PM Peak Hour – Signal Warrant is Not Met

Source: California Manual of Uniform Traffic Control Devices (CA MUTCD 2014 Edition)
Chapter 4C: Traffic Control Signal Needs Studies
Part 4: Highway Traffic Signals
November 7, 2014

Appendix C: Supplemental Information



www.JLBtraffic.com
info@JLBtraffic.com

516 W. Shaw Ave., Ste. 103
Fresno, CA 93704
(559) 570-8991

A p p / C

Total Count: 881

Page 157

Primary Rd	WINTON WY	Distance(ft)	I	Direction	Secondary Rd	HEIGHTS AV	NCIC	2401	State Hwy?	N	Route	Postmile	Prefix	Postmile	Side of Hwy	
City	ATWATER	County	MERCED	Population	3	Rpt Dist	4	Beat	004	Type	CalTrans Dist	Badge	723	Crash Date	20230817	Time 1515 Day THU
Primary Crash Factor	R-O-W AUTO	Violation	21802A	Crash Type	BROADSIDE	Severity	PDO	# Killed	0	# Injured	0	Tow Away?	Y	Process Date	20230927	
Weather1	CLEAR	Weather2	Rdwy Surface	DRY	Rdwy Cond1	NO UNUSL CND	Rdwy Cond2					Spec Cond	0			
Hit and Run		Motor Veh Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	NT PRS/FCTR		Loc Type		Ramp/Int				
Latitude	37.35529	Longitude	120.61378	Local Rpt #	23-02702	Case ID	9621654									

PARTY INFO

VICTIM INFO

Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre Crash	Dir	SW Veh	Chp Veh	Make	Year	Sp Info	OAF1 Viol	OAF2 Safety Equip	Role	Ext Of Inj	Age	Sex	Seat Pos	Safety Equip	Ejected
1F	DRVR	33	F	H	HNBD	LFT TURN	E	A	0100	-	2007	-	3	N	-	M	G				
2	DRVR	18	M	H	HNBD	PROC ST	N	D	7200	-	2011	-	3	N	-	M	G				

Primary Rd	FRUITLAND AV	Distance(ft)	100	Direction	E	Secondary Rd	CAPITOLA AV	NCIC	2401	State Hwy?	N	Route	Postmile	Prefix	Postmile	Side of Hwy
City	ATWATER	County	MERCED	Population	3	Rpt Dist	1	Beat	001	Type	CalTrans Dist	Badge	738	Crash Date	20230820	Time 1135 Day SUN
Primary Crash Factor	IMPROP TURN	Violation	22107	Crash Type	HIT OBJECT	Severity	PDO	# Killed	0	# Injured	0	Tow Away?	Y	Process Date	20230926	
Weather1	CLEAR	Weather2	Rdwy Surface	DRY	Rdwy Cond1	NO UNUSL CND	Rdwy Cond2					Spec Cond	0			
Hit and Run		Motor Veh Involved With	FIXED OBJ	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	NT PRS/FCTR		Loc Type		Ramp/Int				
Latitude	37.36408	Longitude	120.60064	Local Rpt #	23-02735	Case ID	9620217									

PARTY INFO

VICTIM INFO

Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre Crash	Dir	SW Veh	Chp Veh	Make	Year	Sp Info	OAF1 Viol	OAF2 Safety Equip	Role	Ext Of Inj	Age	Sex	Seat Pos	Safety Equip	Ejected
1F	DRVR	85	F	B	HNBD	UNS TURN	E	A	0100	-	2013	-	3	N	-	M	G				

Primary Rd	CALIFORNIA ST	Distance(ft)	I	Direction	Secondary Rd	BROADWAY AV	NCIC	2401	State Hwy?	N	Route	Postmile	Prefix	Postmile	Side of Hwy	
City	ATWATER	County	MERCED	Population	3	Rpt Dist	4	Beat	004	Type	CalTrans Dist	Badge	738	Crash Date	20230825	Time 1450 Day FRI
Primary Crash Factor	R-O-W AUTO	Violation	21802A	Crash Type	BROADSIDE	Severity	PDO	# Killed	0	# Injured	0	Tow Away?	Y	Process Date	20230926	
Weather1	CLEAR	Weather2	Rdwy Surface	DRY	Rdwy Cond1	NO UNUSL CND	Rdwy Cond2					Spec Cond	0			
Hit and Run		Motor Veh Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	FNCTNG		Loc Type		Ramp/Int				
Latitude	37.34344	Longitude	120.59956	Local Rpt #	23-02791	Case ID	9620218									

PARTY INFO

VICTIM INFO

Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre Crash	Dir	SW Veh	Chp Veh	Make	Year	Sp Info	OAF1 Viol	OAF2 Safety Equip	Role	Ext Of Inj	Age	Sex	Seat Pos	Safety Equip	Ejected
1F	DRVR	64	F	W	HNBD	PROC ST	N	A	0100	-	2020	-	3	N	-	M	G				
2	DRVR	64	F	W	HNBD	PROC ST	E	A	0100	-	2008	-	3	N	-	M	G				

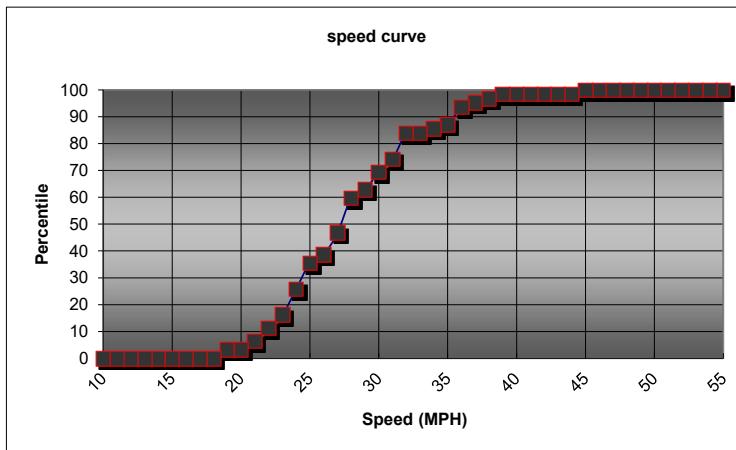


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave

LIMITS: w/o Chardonnay Way

LATITUDE: 37.3640667

LONGITUDE: -120.6085348

DATES/TIMES: 8/25/2025

12:05 to 14:05

DIRECTION: Westbound

85% SPEED 34

10 mph PACE 23 - 32 MPH

AVG. SPEED 28 MPH

POSTED SPEED 30 MPH

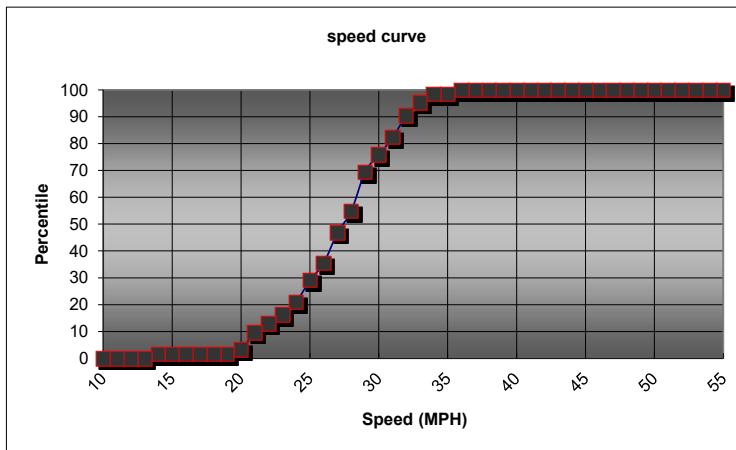


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave
LIMITS: w/o Chardonnay Way
LATITUDE: 37.3640667
LONGITUDE: -120.6085348
DATES/TIMES: 8/25/2025
12:05 to 14:05
DIRECTION: Eastbound
85% SPEED 32
10 mph PACE 24 - 33 MPH
AVG. SPEED 28 MPH
POSTED SPEED 30 MPH

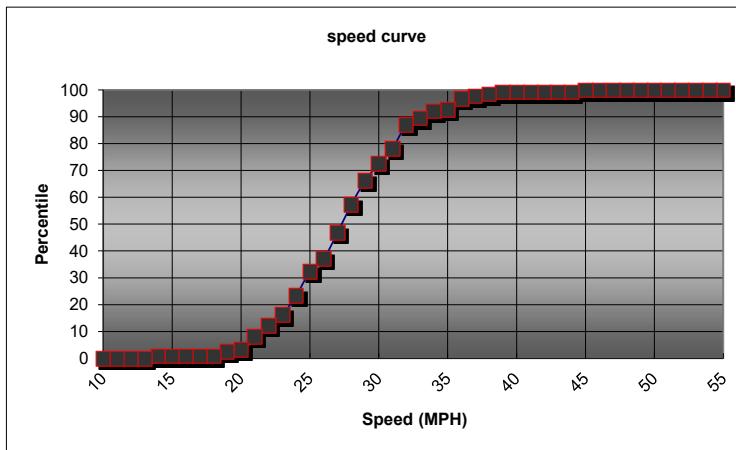


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave

LIMITS: w/o Chardonnay Way

LATITUDE: 37.3640667

LONGITUDE: -120.6085348

DATES/TIMES: 8/25/2025

12:05 to 14:05

DIRECTION: Westbound + Eastbound

85% SPEED 32

10 mph PACE 23 - 32 MPH

AVG. SPEED 28 MPH

POSTED SPEED 30 MPH / 30 MPH

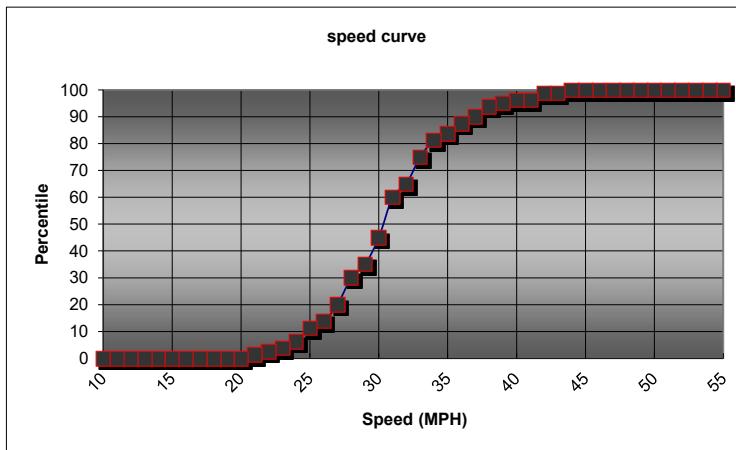


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave

LIMITS: btwn Chardonnay/Capitola

LATITUDE: 37.3640773

LONGITUDE: -120.6046161

DATES/TIMES: 8/26/2025

14:00 to 16:00

DIRECTION: Westbound

85% SPEED 36

10 mph PACE 25 - 34 MPH

AVG. SPEED 31 MPH

POSTED SPEED N.P. MPH

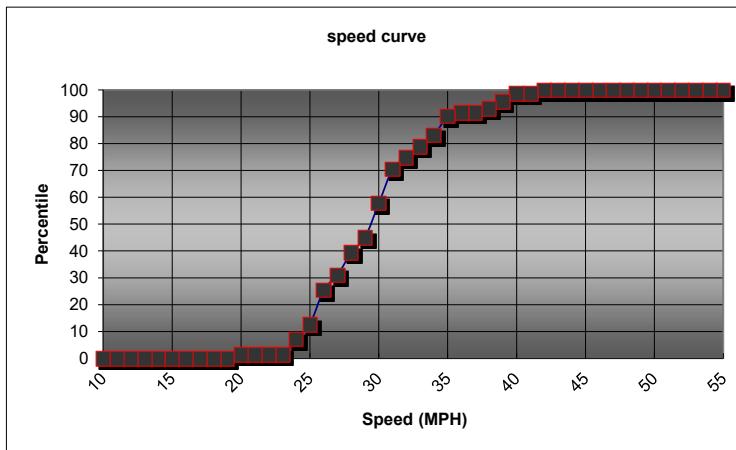


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave

LIMITS: btwn Chardonnay/Capitola

LATITUDE: 37.3640773

LONGITUDE: -120.6046161

DATES/TIMES: 8/26/2025

14:00 to 16:00

DIRECTION: Eastbound

85% SPEED 35

10 mph PACE 26 - 35 MPH

AVG. SPEED 30 MPH

POSTED SPEED 30 MPH

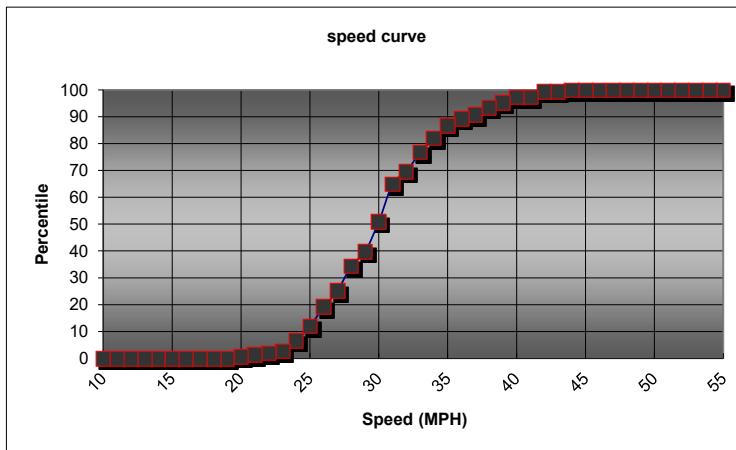


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave

LIMITS: btwn Chardonnay/Capitola

LATITUDE: 37.3640773

LONGITUDE: -120.6046161

DATES/TIMES: 8/26/2025

14:00 to 16:00

DIRECTION: Westbound + Eastbound

85% SPEED 35

10 mph PACE 25 - 34 MPH

AVG. SPEED 31 MPH

POSTED SPEED N.P. MPH / 30 MPH

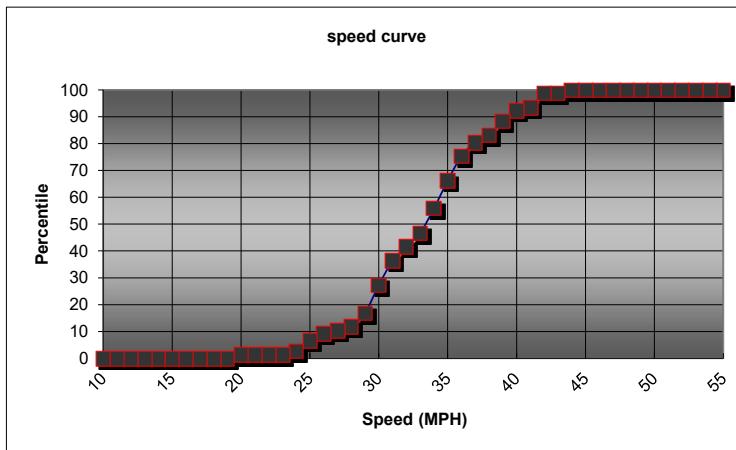


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave

LIMITS: e/o Capitola

LATITUDE: 37.3640965

LONGITUDE: -120.599528

DATES/TIMES: 8/25/2025

09:10 to 11:10

DIRECTION: Westbound

85% SPEED 39

10 mph PACE 30 - 39 MPH

AVG. SPEED 34 MPH

POSTED SPEED 30 MPH

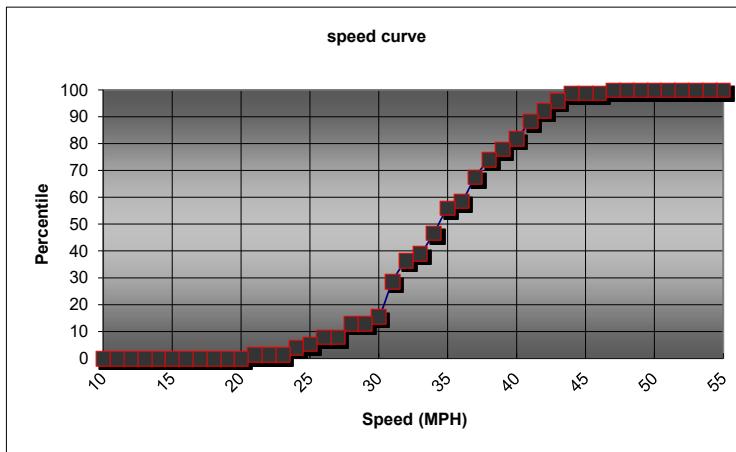


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave

LIMITS: e/o Capitola

LATITUDE: 37.3640965

LONGITUDE: -120.599528

DATES/TIMES: 8/25/2025

9:10 to 11:10

DIRECTION: Eastbound

85% SPEED 41

10 mph PACE 31 - 40 MPH

AVG. SPEED 35 MPH

POSTED SPEED N.P. MPH

TOTAL: 77

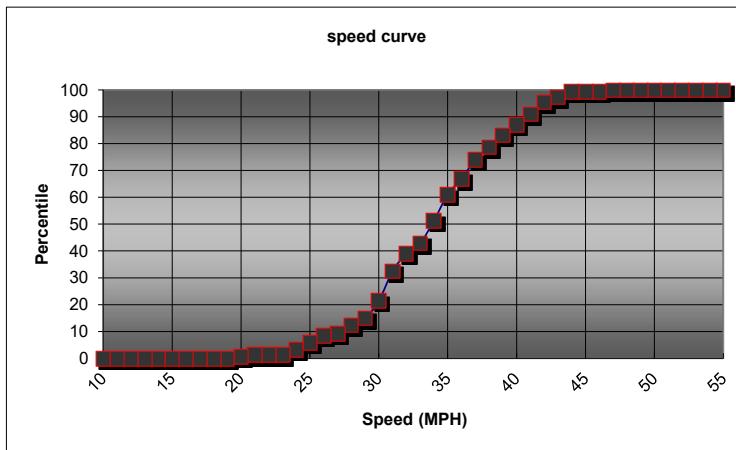


Speed Survey

Metro Traffic Data Inc.
310 N. Irwin Street - Suite 20
Hanford, CA 93230

800-975-6938 Phone/Fax
www.metrotrafficdata.com

Prepared For:
JLB Traffic Engineering, Inc.
516 W. Shaw Ave, Suite 103
Fresno, CA 93704



ROAD NAME: Fruitland Ave

LIMITS: e/o Capitola

LATITUDE: 37.3640965

LONGITUDE: -120.599528

DATES/TIMES: 8/25/2025

09:10 to 11:10

DIRECTION: Westbound + Eastbound

85% SPEED 40

10 mph PACE 30 - 39 MPH

AVG. SPEED 34 MPH

POSTED SPEED 30 MPH / N.P. MPH

TOTAL: 154