



**AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 5, 2019, 5:30 PM**

Call to Order

Roll Call

ORAL COMMUNICATIONS

This is the opportunity to address the City Council on any matter scheduled for Closed Session. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 247-250-074 and 247-260-003. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Jose M. Gonzalez Bedolla, Andrea Saravia Gonzalez, James Cemo and Carol Cemo. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 140 S. C Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 256 East Orange Avenue, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

4 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 645 N. Prospect Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

5 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiators: John Lollis and Patrice Hildreth. Employee Organization: Porterville City Employees Association.

6 - Government Code Section 54956.95 – Liability Claim: Claimant: Guadalupe Narvaiz. Agency claimed against: City of Porterville.

7 - Government Code Section 54956.95 – Liability Claim - Claimant: Victoria Lucio. Agency claimed against: City of Porterville.

8 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two (2) cases in which facts are not yet known to potential plaintiff.

9 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

6:30 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Peñaloza.

Invocation

PROCLAMATIONS

America Recycles Week

PRESENTATIONS

Employee of the Month - Michael Cotton

Outstanding Business Award - J & R Meat Company

AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code § 53232.3.

1. League of California Cities Annual Conference - October 16-18, 2019
2. City Selection Committee - October 21, 2019
3. Tulare County Association of Governments (TCAG) - October 21, 2019
4. Tulare County 2020 Census Committee Meeting - October 22, 2019
5. Tulare County Economic Development Corp. (TCEDC) - October 23, 2019
6. Ad Hoc Committee: Provision of Local Water Services - October 24, 2019
7. Tulare County Task Force on Homelessness - October 30, 2019
8. Caltrans State Route 190 Rehabilitation Project Ribbon Cutting Ceremony - November 5, 2019

REPORTS

This is the time for all committee/commission/board reports; subcommittee reports; and staff informational items.

I. Staff Informational Reports

1. Report on Charitable Car Washes - 2019 Calendar Year to Date
2. Golf Course - FY 2019-2020 First Quarter Report (July - September)
3. OHV Park - FY 2019-2020 First Quarter Report (July - September)
4. Building Permit Activity - FY 2019-2020 First Quarter Report (July - September)
5. Street Performance Measure - FY 2019-2020 First Quarter Report (July - September)
6. Commission and Committee Attendance - FY 2019-2020 First Quarter Report (July - September)
7. Code Enforcement - FY 2019-2020 First Quarter Report (July - September)

ORAL COMMUNICATIONS

This is the opportunity to address the Council on any matter of interest, whether on the agenda or not. Please address all items not scheduled for public hearing at this time. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CONSENT CALENDAR

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Scheduled Matters.

1. **Airport Dry Farm Lease Agreement**
Re: Consideration to approve the lease agreement for dry farming operations at the Porterville Municipal Airport, between the City of Porterville and Rick Perigo Roadsiding.
2. **Approval of Annual Service Agreement with RouteMatch**
Re: Consideration to authorize the purchase of the annual cloud-based hosting, technical support, and licensing from RouteMatch, in the amount of \$44,536.47.
3. **Approval to Enter Into Agreement with Central Valley Forensic Nursing Specialists for Sexual Assault Examinations**
Re: Consideration to authorize staff to enter into an agreement with Central Valley Forensic Nursing Specialists for Sexual Assault Examinations for a term of one (1) year with automatic renewals.
4. **Approval of the 2019 City of Porterville Transit Division Title VI Program**
Re: Considering approval of a Resolution affirming and approving the 2019 Title VI Program Update and authorizing staff to submit the approved 2019 Title VI Program Update to the Federal Transit Administration.
5. **Extension of Time for the Royal Oaks Vesting Tentative Subdivision Map**
Re: Consideration to approve the draft Resolution approving a 24-month extension of time for the Royal Oaks Vesting Tentative Subdivision Map generally located on the east side of Indiana Street between Brown Avenue and the Poplar Ditch.
6. **Confirmation and Restatement of Ordinance 1854**
Re: Confirmation of Ordinance 1854 for the correction of typographical errors and omissions.
7. **Acceptance of Property Donation of Assessor Parcel Numbers 253-171-003 and 253-171-004**
Re: Consideration to adopt draft Resolution for the acceptance of donation of real property located at 53 North Main Street, Assessor Parcel Numbers 253-171-003 and 253-171-004 ("Property") from Smith's Enterprise, LLC.
8. **Request for Street Closure: Myer's 25th Annual Christmas Tree Memorial Service - December 12, 2019**
Re: Approval of annual event to be held on Thursday, December 12, 2019, from 5:00 p.m. to 9:00 p.m. at 248 North "E" Street.
9. **Quarterly Portfolio Summary**
Re: Acceptance of the quarterly Portfolio Summary Report that reflects the investment portfolio of the City of Porterville as of September 30, 2019.

- 10. Financial Status Reports**
Re: Considering acceptance of the interim financial status reports for the first fiscal quarter ended September 30, 2019.
- 11. Status and Review of Declaration of Local Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.
- 12. City Council Member Budget Contributions to the United States Marine Corps Reserve "Toys for Tots" Program**
Re: Considering approval of a contribution of \$2,500 to the local "Toys for Tots" program, including the appropriation of \$500 from City Council Member's budget, and that the funds be required to be spent at retail businesses within the city limits.

A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible

PUBLIC HEARINGS

- 13. Adoption of the 2019 California Fire Code**
Re: Consideration of adoption of the 2019 California Fire Code.
- 14. Repeal and Replace Series 200 and Series 300 of the Porterville Development Code**
Re: Consideration to approve draft Ordinance repealing and replacing Series 200 and Series 300 of the Porterville Developmental Code.

SECOND READINGS

- 15. Second Reading of Ordinance 1860 - Adopting Various 2019 Building Codes**
Re: Second reading of Ordinance 1860 amending Chapter 7, Article I, of the Municipal Code adopting various 2019 Editions of the California Building Codes.
- 16. Second Reading of Ordinance 1861 - Adopting 2019 California Mechanical Code**
Re: Second Reading of Ordinance 1861 Amending Chapter 7, Article IA, of the Municipal Code Adopting the 2019 California Mechanical Code.
- 17. Second Reading of Ordinance 1862 - Adopting 2019 California Plumbing Code**
Re: Second Reading of Ordinance 1862, Amending Chapter 7, Article II, of the Municipal Code adopting the 2019 California Plumbing Code.
- 18. Second Reading of Ordinance 1863 - Adopting 2019 California Electrical Code**
Re: Second Reading of Ordinance 1863 amending Chapter 7, Article III, of the Municipal Code and adopting the 2019 California Electrical Code.
- 19. Second Reading of Ordinance 1864 - Adopting 2019 California Green Building Standards Code**
Re: Second Reading of Ordinance 1864 amending Chapter 7, Article IV, adopting the 2019 Edition of the California Green Building Standards Code.

SCHEDULED MATTERS

- 20. Consideration of Appointments to the Library & Literacy Commission**
Re: Consideration of three (3) appointments to the Library and Literacy Commission.
- 21. Consideration of Appointments to the Parks & Leisure Services Commission**
Re: Considering the appointment of individuals to serve four-year terms on the Parks &

Leisure Services Commission.

22. Consideration of Designating Local Measure R "Transit, Bike, and Environmental (Air Quality)" Funds in Support of an Application for an Active Transportation Program ("Safe Routes to School") Grant

Re: Considering the designation of up to \$300,000 in Local Measure R "Transit, Bike, and Environmental (Air Quality)" funds as a designated match in support of an application for State Active Transportation Program ("Safe Routes to Schools") grant.

23. Consideration of Revision to City Council's Procedural Handbook

Re: Considering revisions to the City Council's Procedural Handbook.

Adjourn to a Joint Meeting of the Porterville City Council and the Porterville Public Improvement Corporation.

**JOINT MEETING OF THE PORTERVILLE CITY COUNCIL AND
PORTERVILLE PUBLIC IMPROVEMENT CORPORATION AGENDA
291 N. MAIN STREET, PORTERVILLE, CA 93257
NOVEMBER 5, 2019**

Roll Call: Directors/President

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

PUBLIC IMPROVEMENT CORPORATION SCHEDULED MATTERS

PIC- Annual Meeting of the Porterville Public Improvement Corporation

24. Re: Consideration to approve draft Resolution electing officers for the Porterville Public Improvement Corporation, accept public comment, and approve the Status Report.

25. Consider Resolutions Approving the Form and Authorizing the Execution of an Amendment to the 2018 Installment Sale Agreement Executed in Connection with the Refunding of the Sewer Revenue Bonds, 2011 Series A, and Consider Resolutions Approving the Form and Authorizing and Directing the Execution of Certain Installment Sale Financing Documents in Connection with the Issuance and Sale of Revenue Bonds for Sewer System Improvements

Re: Considering approval of draft Resolutions amending the 2018 Installment Sale Agreement associated with the refunding of 2011 sewer revenue bonds, as well as draft Resolutions authorizing an Installment Sale Agreement in the issuance and sale of revenue bonds for sewer system improvements.

Adjourn to a meeting of the Porterville City Council.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of November 19, 2019

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: 1. Report on Charitable Car Washes - 2019 Calendar Year to Date

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four (4) car washes by a charitable organization in a calendar year. For the period of January 1 to September 30, 2019, the following car washes occurred within the City.

<u>Date</u>	<u>Name of Organization</u>	<u>Location of Car Wash</u>
3/31/19	Porterville Breakfast Lions Club	ACE Cash Express - 308 W. Olive Ave.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: 2. Golf Course - FY 2019-2020 First Quarter Report (July - September)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the First Quarter FY 2019-2020.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Golf Course Quarter 1

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Jul-18	Jul-19	Aug-18	Aug-19	Sep-18	Sep-19
Golfers	1434	1766	1749	1684	1825	1710
Repeat 9/Twilight	661	997	772	905	957	937
Tickets Used	561	599	687	640	637	623
Passes Sold	30	35	37	42	42	27
Carts	828	1215	949	1175	1086	1137
Total	\$12,256.00	\$15,625.00	\$14,804.00	\$15,343.00	\$15,987.00	\$14,369.00

FOOTGOLF

	Jul-18	Jul-19	Aug-18	Aug-19	Sep-18	Sep-19
18-hole adult	0	0	0	0	40	52
18-hole youth	0	0	0	0	0	0
Cart rental	0	0	0	0	0	0
Ball rental	0	0	0	0	0	0
Party	0	0	0	0	0	0
Total	\$ -	\$ -	\$ -	\$ -	\$ 400.00	\$ 260.00
GRAND TOTAL	\$12,256.00	\$15,625.00	\$14,804.00	\$15,343.00	\$16,387.00	\$14,629.00

- * **Repeat 9:** Additional 9 rounds after first 9
- * **Twilight:** Afternoon discount rate
- * **Tickets:** Surcharge with monthly play pass \$1.00 9-hole, \$2.00 18-hole
- * **Passes:** Monthly Passes sold

Special Events and Clinics

In July, the golf course held four junior clinics with 15 children per clinic. There were three glow ball tournaments during the quarter. Additionally, the Monache band sponsored a tournament, as well as one for the Monache girls golf team. The Golf Course also hosted the Parks and Leisure Services Corporate Games Footgolf Competition.



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: 3. OHV Park - FY 2019-2020 First Quarter Report (July - September)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville OHV Park for informational purposes. The report reflects the First Quarter FY 2019-20.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. OHV Park 1st Quarter FY 2019-20

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Jul-18	Jul-19	Aug-18	Aug-19	Sep-18	Sep-19
Riders	226	0	141	0	173	0
Revenue	\$4,345.00	\$0.00	\$2,704.00	\$0.00	\$3,132.00	\$0.00

California State OHV changed its fiscal year cycle to begin in September. 2x Promotions, the new OHV Park Operator, signed a one-year Agreement on October 10, 2019.



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: 4. Building Permit Activity - FY 2019-2020 First Quarter Report (July - September)

SOURCE: Public Works

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of July, August and September 2019. The two (2) main categories include new residential permits issued and new commercial permits issued.

1st Quarter of FY 2019/2020 compared to 1st Quarter of FY 2018/2019
New residential permits issued during the 1st quarter of 2019 (47) are up 261.54% from the 1st quarter of 2018 (13). New commercial permits issued during the 1st quarter of 2019 (1) are up as there were no new commercial permits issued during the same period last fiscal year.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Activity - July 2019
2. Building Activity - August 2019
3. Building Activity - September 2019

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE - BUILDING DIVISION
 REPORT FOR THE PERIODS OF
 7/1/2018 - 7/31/2018 AND
 7/1/2019 - 7/31/2019**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JULY 2019	JULY 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2019	JULY 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2019	JULY 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	18	1	18	1	3,582,879	60,000	3,582,879	60,000	36,796	2,407	36,796	2,407
NEW COMM	1	0	1	0	5,000,000	0	5,000,000	0	10,184	0	10,184	0
RESID IMPROV	11	22	11	22	122,100	161,448	122,100	161,448	3,793	7,260	3,793	7,260
COMM RESID	2	6	2	6	101,770	321,213	101,770	321,213	4,606	5,114	4,606	5,114
OTHER	33	19	33	19	318,265	227,314	318,265	227,314	6,331	3,774	6,331	3,774
ELECT	39	18	39	18	520,857	197,198	520,857	197,198	7,947	3,271	7,947	3,271
PLUMB	71	41	71	41	16,024	0	16,024	0	10,279	6,529	10,279	6,529
TOTALS	175	107	175	107	9,661,895	967,173	9,661,895	967,173	79,937	28,355	79,937	28,355

	NEW DWELLING UNITS TOTALS			
	JULY 2019	JULY 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	18	1	18	1
TOTAL	18	1	18	1


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2018 - 8/31/2018 AND
7/1/2019 - 8/31/2019

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	AUGUST 2019	AUGUST 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2019	AUGUST 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2019	AUGUST 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	12	7	30	8	2,766,249	1,671,214	6,349,128	1,731,214	23,250.00	16,767.00	60,046.00	19,174.00
NEW COMM	0	0	1	0	0	0	5,000,000	0	0.00	0.00	10,184.00	0.00
RESID IMROV	13	12	24	34	117,381	146,585	239,481	308,033	4,312.46	4,856.00	8,105.46	12,116.00
COMM IMPROV	5	8	7	14	233,500	587,000	315,270	908,213	7,125.00	7,416.00	11,732.00	12,529.00
OTHER	23	25	56	44	379,161	285,440	697,426	512,754	5,053.00	4,974.00	11,384.00	8,748.00
ELECT	42	30	81	48	605,120	320,539	1,125,977	517,737	7,768.00	5,359.00	15,715.00	8,630.00
PLUMB	53	75	124	116	22,542	2,400	38,566	2,400	7,754.00	11,181.00	18,033.00	17,710.00
TOTALS	148	157	323	264	4,123,953	3,013,178	13,765,848	3,980,351	55,262.46	50,552.00	135,199.46	78,907.00

	NEW DWELLING UNITS TOTALS			
	AUGUST 2019	AUGUST 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	12	7	30	8
MULTI FAMILY	0	0	0	0
TOTAL	12	7	30	8


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2018 - 9/30/2018 AND
7/1/2019 - 9/30/2019

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	SEPTEMBER 2019	SEPTEMBER 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2019	SEPTEMBER 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2019	SEPTEMBER 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	17	5	47	13	3,505,584	1,556,750	9,854,712	3,287,964	31,153.33	11,968.00	91,199.33	31,141.00
NEW COMM	0	0	1	0	0	0	5,000,000	0	0.00	0.00	10,184.00	0.00
RESID IMPROV	11	14	35	48	86,856	129,194	326,337	437,227	3,649.94	5,313.00	11,755.40	17,429.00
COMM IMPROV	0	3	7	17	0	1,050,736	315,270	1,958,949	0.00	18,263.00	11,732.00	30,792.00
OTHER	40	22	96	66	605,024	218,042	1,302,450	730,796	9,371.35	3,955.00	20,755.35	12,703.00
ELECT	51	22	132	70	714,301	479,440	1,840,278	997,177	9,713.00	4,470.00	25,428.00	13,100.00
PLUMB	35	36	159	152	53,270	14,500	91,836	16,900	5,049.00	4,327.00	23,082.00	22,037.00
TOTALS	154	102	477	366	4,965,035	3,448,662	18,730,883	7,429,013	58,936.62	48,296.00	194,136.08	127,203.00

	NEW DWELLING UNITS TOTALS			
	SEPTEMBER 2019	SEPTEMBER 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	17	5	47	13
MULTI FAMILY	0	0	0	0
TOTAL	17	5	47	13


 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: 5. Street Performance Measure - FY 2019-2020 First Quarter Report (July - September)

SOURCE: Public Works

COMMENT: The purpose of this staff report is to provide City Council with an update on progress made on street reconstruction, overlay, micro-surfacing and pothole repair efforts for the first quarter (July, August, September) of FY 2019/2020. For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews have focused mainly on overlay and pothole repair efforts during this first quarter reporting period. Street Reconstruction of Orange Avenue (Plano Street to Main Street) and Henderson Avenue (Patsy Street to Newcomb Street) are complete and have been accepted by Council. The micro-surfacing phase of the Plano Street project including the Barn Theater parking lot has been completed and will soon be taken to Council for acceptance. Main Street reconstruction (Morton Avenue to Olive Avenue), Henderson Avenue rehabilitation (Balmayne Street to Patsy Street), Henderson Avenue reconstruction (Second Street to Plano Street), Newcomb Street (Olive Avenue to Porter Slough), Union Avenue reconstruction (Indiana Street to Jaye Street) and Villa Street reconstruction (Henderson Avenue to Olive Avenue) are under design. The reconstruction of Henderson Avenue from Indiana Street to Jaye Street is being re-bid within the next quarter.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Streets Performance Measure - 1st Quarter Report

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

1st QUARTER REPORT - July 1, 2019 - September 30, 2019



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: 6. Commission and Committee Attendance - FY 2019-2020 First Quarter Report (July - September)

SOURCE: Administrative Services

COMMENT: Staff herein provides for the City Council's information attendance reports as of the First Quarter FY 2019-2020 for the following City Commissions and Committees:

- Animal Control Commission
- Arts Commission
- Library & Literacy Commission
- Parks & Leisure Services Commission
- Transactions & Use Tax Oversight Committee
- CDBG Advisory & Housing Opportunity Committee

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Animal Control Commission Attendance
2. Arts Commission Attendance
3. Parks & Leisure Services Commission Attendance
4. Library & Literacy Commission Attendance
5. Transactions and Use Tax Oversight Committee Attendance
6. CDBG Citizens' Advisory Committee Attendance

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

**Animal Control Commission
Attendance Records**

30-Sep-19

	2019 10-Jun	2019 8-Jul	2019 12-Aug	2019 9-Sep	2019	2019	2019	Notes:
Florenza Pizanis	*	P	A	P				
Valerie Simonich	*	P	P	P				
Jerry Hall	*	A	P	P				
Kathy Guinn	*	P	P	A				Term expires 9/2022

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2018 12-Nov	2018 10-Dec	2019 14-Jan	2019 25-Feb	2019 11-Mar	2019 8-Apr	2019 13-May	Notes:
Daniel Penaloza	**							Term expires 9/2020
Florenza Pizanis	**	**	P	P	*	*	P	
Valerie Simonich	**	**	P	P	*	*	P	
Jerry Hall	**	**	P	P	*	*	P	
Kathy Guinn					*	*	P	

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2018 9-Apr	2018 14-May	2018 11-Jun	2018 9-Jul	2018 20-Aug	2018 10-Sep	2018 8-Oct	Notes:
Daniel Penaloza	*	*	*	*	P	*	P	
Florenza Pizanis	*	*	*	*	P	*	P	
Valerie Simonich	*	*	*	*	P	*	P	
Jerry Hall	*	*	*	*	P	*	P	

*Meeting cancelled due to lack of quorum.

	2017 11-Sep	2017 9-Oct	2017 13-Nov	2017 11-Dec	2018 8-Jan	2018 12-Feb	2018 12-Mar	Notes:
Daniel Penaloza	P	P	*	*	P	*	*	
Florenza Pizanis	P	P	*	*	P	*	*	
Maritza Altamirano	P							
Gabriel Castaneda	P	P	*	*	P			

*Meeting cancelled due to lack of quorum.

	2017 13-Feb	2017 13-Mar	2017 10-Apr	2017 8-May	2017 12-Jun	2017 10-Jul	2017 14-Aug	Notes:
Margaret Land	P	P	P	P				Resigned.
Daniel Penaloza	A	P	A	P	*	P	A	
Florenza Pizanis	P	P	P	P	*	P	P	
Maritza Altamirano	P	P	P	P	*	P	P	
Richard Stadtherr	P							Appointment rescinded 2/21
Gabriel Castaneda						P	P	Apptd July 2017.

*Meeting cancelled due to lack of quorum.

	2016 11-Jul	2016 8-Aug	2016 9-Sep	2016 10-Oct	2016 14-Nov	2016 12-Dec	2017 9-Jan	Notes:
Margaret Land	A	P	P	P	P	P	P	
Daniel Penaloza	P	P	P	P	A	P	P	
Florenza Pizanis	P	P	P	P	P	P	P	
Maritza Altamirano	P	P	P	P	P	P	P	
Richard Stadtherr	P	P	P	P	P	P	P	

	2016 7-Mar	2016 4-Apr	2016 18-Apr	2016 12-May	2016 16-May	2016 6-Jun	2016 20-Jun	Notes:
Maureen Hamilton	A	A	*	A	*	*	*	Resigned 05/16.
Margaret Land	P	P	*	P	*	*	*	
Debbie Arthur	P	P	*	P	*	*	*	Resigned 05/16.
Melanie Huerta	P	P	*	P	*	*	*	Resigned 05/16.
Daniel Penaloza		P	*	P	*	*	*	

*Meeting cancelled due to lack of quorum.

	2015 27-Oct	2015 2-Nov	2015 7-Dec	2016 4-Jan	2016 18-Jan	2016 1-Feb	2016 22-Feb	Notes:
Maureen Hamilton	P	E	P	P	A	A	*	
Margaret Land	P	P	A	P	P	P	*	
Debbie Arthur	P	P	P	P	P	P	*	
Shawn Schwartzenberger	P	P	P	P	P	P	*	
Melanie Huerta			P	P	P	P	*	Appointed 11/17/15

	2015 6-Jul	2015 28-Jul	2015 3-Aug	2015 14-Sep	2015 18-Sep	2015 5-Oct	2015 19-Oct	Notes:
Kathy Guinn	P	E	cancelled	P	E			Resigned 09/28/15
Maureen Hamilton	P	P	cancelled	P	P	P	P	
Margaret Land	P	P	cancelled	E	E	P	P	
Debbie Arthur	P	P	cancelled	P	P	P	P	
Shawn Schwartzenberger	P	P	cancelled	P	P	P	P	

	2015 5-Jan	2015 19-Jan	2015 2-Feb	2015 2-Mar	2015 7-Apr	2015 4-May	2015 1-Jun	Notes:
Kathy Guinn	P	P	P	P	P	P	P	
Maureen Hamilton	P	P	E	P	P	P	P	
Margaret Land	P	P	P	E	E	P	E	
Vacant								
Shawn Schwartzenberger	P	P	P	P	P	P	P	

	2014 6-Oct	2014 14-Oct	2014 20-Oct	2014 3-Nov	2014 17-Nov	2014 1-Dec	2014 15-Dec	Notes:
Kathy Guinn	P	P	P	P	E	P	P	
Maureen Hamilton	P	P	P	P	P	P	P	
Margaret Land	P	P	P	P	P	P	P	
Anna Poteet	P	P	E	P	P	A	Res.	Resigned 12/15/14.
Shawn Schwartzenberger	P	P	P	P	P	P	P	

* No meeting was held due to lack of quorum.

**Arts Commission
Attendance Records**

30-Sep-19

	2019 28-Aug	2019 25-Sep	2019	2019	2019	2020	2020	2020	
Donna Serna	A*	**							
Kyree Perkins	P*	**							
Emily Luna	P*	**							
Diego Monterrubio	A*	**							
Vacant									
Vacant									

* No meeting due to lack of quorum.

** Meeting Cancelled

	2018 Dec	2019 17-Jan	2019 13-Feb	2019 27-Mar	2019 24-Apr	2019 22-May	2019 26-Jun	2019 24-Jul	
Donna Serna	*	P	P	**	A	A	A*	A*	
Kyree Perkins	*	A	P	**	P	P	A*	P*	
Emily Luna	*	P	P	**	P	P	P*	P*	
Diego Monterrubio	*	A	P	**	A	P	A*	A*	
West Maas	*	P	P	**	P	A	P*		
Kacie Bellisch				**	P	P			

* No meeting due to lack of quorum.

	2018 23-May	2018 27-Jun	2018 11-Jul	2018 25-Jul	2018 22-Aug	2018 26-Sep	2018 24-Oct	2018 28-Nov	
Donna Serna	*	A	P	A	*	*	A	P	
Mariza Serrano	*	P	P	P	*	*	P		
Dalia Gonzalez	*	A	A	A	*	*			
Nilsa Cubiascanas	*	P	P	A	*	*			
Kyree Perkins	*	P	A	P	*	*	P	A	
Emily Luna	*	P	A	P	*	*	P	P	
Diego Monterrubio								A	
West Maas								P	

* No meeting due to lack of quorum.

Parks & Leisure Services Commissioner's Record of Attendance

	2019	2019	2019	2019	2019	2019	2020	2020	2020	2020	2020	2020
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
	5	2	6	4	1	6	3	7	7	4	2	6
Rocco Calantone	**	**	P									
Richard Rankin	**	**	P									
Rachel Lucero	**	**	A									
Carrol Land	**	**	P									
Phillip Duncan	**	**	A									
Diane Graybehl	**	**	P									
Kieran Daly	**	**	P									
Janet Uresti	**	**	P									

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2019	2019
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
	5	2	6	4	1	6	3	7	7	4	2	6
Rocco Calantone	**	**	E	P	P	P	P	E	P	P	P	P
Richard Rankin	**	**	P	P	P	E	P	P	P	P	E	P
Rachel Lucero	**	**	A	A	P	A	P	A	P	P	A	P
Carrol Land	**	**	P	P	A	P	P	P	P	P	P	P
Phillip Duncan	**	**	P	P	P	P	P	P	P	A	P	P
Diane Graybehl	**	**	P	P	P	P	P	E	P	P	P	P
Kieran Daly	**	**	E	P	E	E	P	P	A	P	P	A
Janet Uresti	**	**	P	P	E	E	P	P	P	E	P	P

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2017	2017	2017	2017	2017	2017	2018	2018	2018	2018	2018	2018
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
		3	7	4	1	6						
Rocco Calantone	**	P	P	P	P	P	P	P	A	P	P	P
Monte Moore	**	P	P	P	Term Expired 10/17							
Leticia Lupio-Devine	**	P	A	P	Term Expired 10/17							
Rick Vafeades	**	P	P	P	Term Expired 10/17							
Richard Rankin	**	P	P	P	P	P	P	P	P	A	P	A
Rachel Lucero	**	A	A	P	P	A	A	A	P	P	P	A
Carrol Land	**	P	P	P	P	P	P	P	P	P	P	P
Phillip Duncan	Appointed 10/17				P	P	P	P	P	P	P	P
Diane Graybehl	Appointed 10/17				A	P	P	P	P	P	A	P
Kieran Daly	Appointed 10/17				P	P	P	P	P	A	A	P
Janet Uresti	Appointed 10/17				P	P	P	P	P	P	P	P

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2016	2016	2016	2016	2016	2016	2017	2017	2017	2017	2017	2017
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	7	11	1	6	3	8	5	2	2	6	4	1
Rocco Calantone	**	P	E	P	P	P	P	E	E	P	P	** FT Exp 10/19
Monte Moore	**	E	P	P	P	P	P	P	P	P	E	** FT Exp 10/17
Leticia Lupio-Devine	**	P	E	P	P	P	E	P	P	P	P	** FT Exp 10/17
Rick Vafeades	**	P	P	P	P	E	E	P	P	P	P	** FT Exp 10/17
Richard Rankin	**	P	P	P	P	P	P	P	P	E	P	** PUSD Rep.
Carroll Land	**	E	E	P	P	P	P	P	P	P	P	** FT Exp 10/19
Rachel Lucero	**	P	P	E	P	P	A	P	P	P	P	** FT Exp 10/19
Shannon Bennett	**	A	Resigned									

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

LIBRARY & LITERACY COMMISSION - Attendance Record

As of: September 30, 2019

P = Present; A = Absent; E = Excused absence; T = Tardy

 = Summer Hiatus

	2019 Mar 12	2019 Apr 26	2019 May 2	2019 June	2019 July	2019 Aug 13	2019 Sept 10	2019 Oct 8	2019 Nov	2019 Dec	
Catherine May	E	E	P			P					
Allan Bailey	P	E	E			P					
Esther Figueroa	P	P	P			A					
Tamara Bishop-Mitchell	P	P	P			P					
Edith La Vonne	P	P	P			P					
Jennifer Biagio	E	P	E			P					
Patience Christenson	E	E	E			P					

	2018 May 8	2018 June	2018 July	2018 Aug 14	2018 Sept 11	2018 Oct 9	2018 Nov 13	2018 Dec 11	2019 Jan 17	2019 Feb 12	
Catherine May	P			P	P	P	P	P	P	P	
Allan Bailey	P			P	P	P	P	P	E	P	
Esther Figueroa	P			P	E	E	P	P	P	P	
Tamara Bishop-Mitchell	P			P	P	P	P	P	P	P	
Edith La Vonne	P			P	P	P	E	P	P	P	
Jennifer Biagio	E			E	E	E	E	P	P	E	
Patience Christenson	P			E	E	E	P	E	P	P	

	2017 July	2017 Aug 8	2017 Sept 12	2017 Oct 10	2017 Nov 14	2017 Dec 12	2018 Jan 9	2018 Feb 13	2018 Mar 13	2018 Apr 10	
Catherine May		A	P	P	P	P	P	P	P		
Allan Bailey		P	P	P	P	P	P	P	P		
Esther Figueroa		P	P	P	P	P	P	P	P		
Tamara Bishop-Mitchell		P	P	P	P	P	P	P	P		
Edith La Vonne		P	P	P	E	E	P	P	P		
Jennifer Biagio		P	E	E	E	A	P	E	E		
Patience Christenson		A	P	P	P	E	P	P	P		

	2016 Sept 13	2016 Oct 11	2016 Nov 8	2016 Dec 13	2017 Jan 10	2017 Feb 14	2017 Mar 14	2017 April 11	2017 May 9	2017 June	
Catherine May	P	P	P	P	P	P	P	P	P		Re-appt. 10/16
Allan Bailey	P	P	P	P	P	P	P	P	P		Re-appt. 10/15
Esther Figueroa	P	P	P	P	P	P	P	E	P		Re-appt. 10/15
Tamara Bishop-Mitchell	E	E	P	P	P	E	P	P	P		Re-appt. 10/16
Edith La Vonne	T	P	P	E	E	P	P	P	P		Re-appt. 10/15
Jennifer Biagio	P	P	P	P	P	E	E	E	E		Re-appt. 10/16
Patience Christenson	E	P	P	P	P	P	P	P	E		Re-appt. 10/15

**Transactions and Use Tax Oversight Committee
Attendance Records**

As of: September 30, 2019

	2018 13-Nov	2019 9-Jan	2019 12-Feb	2019 28-May	2019 27-Aug	2019 6-Nov	2019	
John Simonich	A	P	A	P	A			
Margaret Stinson	P	P	P	A	P			
Russell "Buck" Fletcher	P	P	P	P	P			
John Angell	A	A	A	P	P			
Mike Boudreaux Sr.	A	P	P	P	P			
Virginia Gurrola	P	P	P	A				
John Billiou	P	P	A	P	P			
Jerry Hall	P	P	P	P	P			
Janice Kovars	P	P	P	P	P			
Shawn Byars	P	P	P	P	P			
Joshua Sulier								

	2017 28-Feb	2017 23-May	2017 29-Aug	2017 14-Nov	2018 Feb 13*	2018 10-May	2018 28-Aug	
John Simonich	P	A	A	P	P	A	P	
Margaret Stinson	P	P	P	P	A	P	P	
Kathleen "Kat" Harris	P	P	P	P	A	P	P	
Russell "Buck" Fletcher	P	A	P	A	A	P	P	
Titus Moore								<i>Resigned</i>
Richard Stadtherr								<i>Appointment rescinded 2/21</i>
John Angell	P	P	A	P	A	P	P	<i>Appointed 2/7</i>
Mike Boudreaux Sr.	P	P	P	P	P	P	A	<i>Appointed 2/7</i>
Jerry Claborn	P	P	P	P	P	P		<i>Term ended</i>
Virginia Gurrola	P	P	P	P	P	P	P	<i>Appointed 2/21</i>
John Billiou			A	A	A	A	P	<i>Appointed 7/17</i>
Jerry Hall							P	<i>Appointed 7/18</i>
Janice Kovars							P	<i>Appointed 7/18</i>

* No meeting was held due to lack of quorum.

	2015 8-Oct	2015 18-Nov	2016 11-Feb	2016 12-May	2016 30-Jun	2016 25-Aug	2016 22-Nov	
Khris Saleh	A	A	A	**				<i>Term ended</i>
John Simonich	P	A	P	**	P	P		
Raheel Mann	A	A	A	**				<i>Resigned</i>
Gail Lemmen	P	P	P	**				<i>Term ended</i>
Margaret Stinson	P	P	P	**	P	P		
Janet Meister	P	P	A	**				<i>Term ended</i>
Kathleen "Kat" Harris	P	P	P	**	P	P		
Russell "Buck" Fletcher	P	P	P	**	P	P		
Salvador Estrada, Jr.	P	A	P	**				<i>Term ended</i>
Titus Moore					P	P		
Richard Stadtherr					P	A		

**CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Records**

As of: September 30, 2019

Committee Member	Reg. Mtg 2020	Reg. Mtg	Reg. Mtg	Reg. Mtg	Reg. Mtg
Pat Contreras					
Linda Mendez					
Grace Munoz-Rios					
Doug Heusdens					
Rebecca Vigil					
Kelle Jo Lowe					
Maria Gonzalez					

Committee Member	Reg. Mtg 4/27/2015	Reg. Mtg 3/28/2016	Reg. Mtg 3/1/2017	Reg. Mtg 2/28/2018	Reg. Mtg 2/26/2019
Pat Contreras	P	A	P	P	P
Linda Mendez	P	A	P	P	A
Grace Munoz-Rios	P	P	P	P	P
Doug Heusdens	P	P	P	P	A
Rebecca Vigil	P	P	A	P	P
Kelle Jo Lowe	P	P	P	P	P
Maria Gonzalez	P	A	P	P	P

Committee Member	Year Originally Appointed	Reg. Mtg 3/14/2011	Reg. Mtg 3/12/2012	Reg. Mtg 3/11/2013	Reg. Mtg 3/10/2014
Pat Contreras	1988	P	P	P	P
Linda Olmedo	1997	P	P	P	P
Grace Munoz-Rios	1992	P	P	P	A
Doug Heusdens	2012	N/A	P	P	P
John Dennis	1998	P	P	A	P
Rebecca Vigil	2008	P	P	A	P
Kelle Jo Lowe	2009	P	P	P	P

This Committee typically meets on an annual basis in February or March.



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: 7. Code Enforcement - FY 2019-2020 First Quarter Report (July - September)

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between July 1 and September 30, 2019. During this 1st quarter of fiscal year 2019-2020, each department of the City contributed toward recording 715 Code Enforcement issues. Of these, 559 were corrected and 156 were continued into the 2nd quarter of 2019-2020 for additional corrective action. The Code Enforcement Division issued 37 Administrative Citations.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Code Enforcement FY 2019-2020 Quarter 1

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 1, FY 19-20

Q1 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	28	28	100.00%
Animal Control Services	1	1	100.00%
Animals- barking dogs	15	15	100.00%
Animals- keeping too many or unauthorized species	5	5	100.00%
Animals- kept for commercial purposes	2	1	50.00%
Anonymous Crime Tip	10	10	100.00%
Building Department/ Permits	14	5	35.71%
Business License Inquiries	7	3	42.86%
Can Replacement / Repair	13	12	92.31%
CEO, Building permit check	2	1	50.00%
CEO, Business License	2	1	50.00%
CEO, Shopping Carts	27	27	100.00%
CEO, Sign Removal	6	6	100.00%
Code Enforcement, General	26	22	84.62%
Community Development, General or MULTIPLE violations	3	1	33.33%
Compliment a City Employee	1	0	0.00%
Engineering	18	2	11.11%
Fences and freestanding walls	2	1	50.00%
Fire Hydrant Leaking	1	1	100.00%
Fire Lane Blocked	1	1	100.00%
Garbage Collection/ Illegal Dumping	8	6	75.00%
Graffiti	4	4	100.00%
Health Hazard	23	7	30.43%
Itinerant Vendor, Solicitor, Peddler	2	2	100.00%
Landscaping/trees- private property	9	6	66.67%
Meter Request	66	33	50.00%
Neglected property/trash & debris	17	7	41.18%
Outdoor Storage	1	1	100.00%
Parks	1	1	100.00%
Police/ Traffic Enforcement	50	50	100.00%
Potholes	22	21	95.45%
Report Leak	4	4	100.00%
Sheds or second units	2	1	50.00%
Sidewalk Condition	6	1	16.67%
Signs- In Public Right of Way	1	1	100.00%
Signs- Maintenance Issues	2	1	50.00%
Signs- Temporary	1	1	100.00%
Stop Light Issue	4	4	100.00%
Street Sweeping	5	5	100.00%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	14				\$1,400
\$200	2				\$0
\$500	3				\$1,500
\$1,000	4				\$4,000
\$1,500	14				\$21,000
FY 19-20 Total Assesment	37				\$27,900

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	62				62
Disposed (Lbs.)	0				0

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	44				44
Certified Voluntary Abatement	0				0
Towed	4				4
Total Vehicles Abated	48				48

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	51				51
Completed by Owner	214				214
Assigned to Contractor (private)	1				1
Assigned to Contractor (city owned)	1				1
Completed by Contractor	16				16
Admin Citations	9				9

Code Enforcement Report, Quarter 1, FY 19-20

Vehicles- inoperable vehicles	49	35	71.43%
Vehicles- Parked on lawn	11	6	54.55%
Vehicles- RVs/boats/etc	37	26	70.27%
Water Waste	26	25	96.15%
Water Waste Admin Cite	4	4	100.00%
Water Waste NOV	119	119	100.00%
Weed Abatement	51	39	76.47%
Yard Sale Signage	1	1	100.00%
Yard Sales, Frequent	5	5	100.00%
Q1 Total	715	559	78.18%



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Airport Dry Farm Lease Agreement

SOURCE: Finance

COMMENT: On August 6, 2019, City Council authorized staff to renegotiate the current lease with Rick Perigo Roadsiding for dry farming operations on 331.15 acres of unused land at the Porterville Municipal Airport. The lease includes a requirement to maintain and manage an aggressive weed abatement program on the portion not suitable for dry farming equivalent to about 47.78 acres. At about the same time, Skydive Elsinore LLC was looking at leasing two of the parcels that are part of the dry farm lease agreement and on its meeting of October 1, 2019, City Council directed staff to negotiate a lease with Skydive Elsinore LLC.

The current dry farm lease agreement was due to expire on October 31, 2019. Staff met with Rick Perigo Roadsiding and mutually agreed to enter into a new lease for dry farming operations on the reduced property size of 164.73 acres and weed abatement on 38.15 acres. Lessee agrees to pay \$35 per farmable acre for an annual rent of \$5,765. The term of the new lease is five years and will expire on December 31, 2024 with an option for additional five-year extensions.

RECOMMENDATION: That the City Council approve the lease agreement with Rick Perigo Roadsiding for dry farming operations at the Porterville Municipal Airport for a term of 5 (5) years expiring on December 31, 2024 with the option for additional five (5) year extensions.

ATTACHMENTS:

1. Dry Farm Lease Agreement 2019
2. Airport Dry Farm Lease Map 2019
3. Lease Agreement Signature Page

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the 5th day of November 2019, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Rick Perigo Roadsiding, hereinafter referred to as "Lessee."

WHEREAS, City owns and operates an airport in the City of Porterville, State of California, commonly known and described as "Porterville Municipal Airport"; and

WHEREAS, Lessee desires to lease a portion of said airport for dry farming operations; and

WHEREAS, it is the desire of City to utilize said airport for the general public by its development and use in providing aeronautical-related facilities and service.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: Demised Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as unimproved airport land, at the Porterville Municipal Airport, more particularly described in Exhibit "A" being attached hereto and by this reference made a part hereof.
2. Term: The term of this Lease shall commence on November 5, 2019, both parties having executed the same, and shall terminate on December 31, 2024. Provided Lessee is not in default with respect to any of the conditions or covenants of this lease, Lessee shall have the option to request an extension of the terms hereof for additional periods of five (5) years by giving written notice thereof to the City not less than 120 days prior to expiration of this agreement or any five year extension thereof. City is not obligated to grant any extension.
3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate

of \$35.00 per farmable acre. Inasmuch as the lease site (see Exhibit "A") contains approximately 202.88 acres of land area, 164.73 acres of which are farmable and 38.15 acres not suitable for dry farming, said rental rate will be \$5,765 annually, payable on or before December 31 of each year. Lessee shall be responsible for weed abatement on the entire site of 202.88 acres.

4. Purpose and Nuisance Provision: This Lease is made for the purpose of dry farming. Lessee shall not use the premises or any part thereof or permit them to be used for any purpose or purposes other than stated above. Lessee shall not do or permit any act or thing to be done upon the premises which constitutes nuisance or which may disturb the quiet enjoyment of City or any tenant of City on adjacent neighboring property.

Lessee further agrees that, within 72 hours from receiving written notice by the City that a nuisance exists, to abate or otherwise cause said nuisance to be cured.

In the event Lessee has not (a) taken corrective action within 72 hours, or (b) filed an appeal with the City Manager, City of Porterville, within 72 hours, then City may enter and abate said nuisance at the expense of Lessee without any liability whatsoever to City for monetary loss or anticipated profits of Lessee or others.

Said appeal to the City Manager must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California 93257, within 72 hours after Lessee received notice of said nuisance.

5. Interfering with Air Operations: The Lessee will not interfere with air operations at the Airport including dust obscuring vision on any airport runway or taxiway or allowing materials to be deposited on any air operation runway or taxiway or crossing any runway or taxiway with a vehicle or equipment while air operations are underway or otherwise interfering so as to impair safe ground and air operations by aircraft and air vehicles at the Airport. Notice to cease any operational practice by the Airport Manager shall be immediately accomplished by the Lessee and necessary remedial actions shall be accomplished by the Lessee.
6. Right of Ingress and Egress: Lessee shall have the right-of-way to property owned and controlled by City for ingress thereto and egress therefrom for pedestrian, vehicular, and air travel, together with the right to use in common with other Lessee or licensees of City the airplane landing field adjacent to the demised premises. None of these rights are exclusive,

but shall be exercised in common with and subject to possible similar rights of other users of said airport. All of the foregoing is subject to such reasonable rules and regulations as the City or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

7. Condition of Premises: Lessee has inspected the demised premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.
8. Alteration: Lessee shall make no structural modifications to any access points on the demised premises without the written consent of the City Airport Manager first being obtained.
9. Maintenance: Lessee agrees to keep the land in a good state of repair by periodic maintenance including control of all Yellow Star Thistle and any other weeds. The maintenance of the weed abatement area in a weed free condition is a critical aspect of the consideration in this agreement. Overruns and infield area designated on the site plan shall not be disked, although spraying for Yellow Star Thistle shall be applied and tumble weeds abated. The Lessee shall load, transport and disk in any and all bio-solids supplied by the City within 24 hours, provided the bio-solids shall be on a per acre basis within the strength conducive for dry-land farming. During the term of this Lease, the City Airport Manager shall have the right to notify Lessee in writing wherein Lessee has failed to maintain the property weed free and/or in a good state of repair. Lessee shall make such corrections in the time and manner prescribed by said Airport Manager, or in the event Lessee disagrees, Lessee shall have the right to appeal within fifteen (15) days from date of notice from said Airport Manager to the City Manager concerning the request for maintenance made to Lessee by said Airport Manager; it being understood and agreed that the decision of the City Manager shall be final.
10. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

11. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.
12. Taxes and Assessments: Lessee understands that the lease of the premises creates a possessory interest subject to taxation by the County of Tulare. Lessee agrees to pay all taxes and/or assessments levied by any governmental agency upon any interest acquired by Lessee under the terms of this Lease.
13. Compliance with Law: Lessee shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements, and order whatever, present or future, of the national, state, county or city government which may in any way apply to the use, maintenance or occupation of, or operations on the premises.
14. Liens and Encumbrances: Lessee shall keep the premises free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause.
15. Negation of Partnership: City shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee's operations thereon. City reserves all rights in and with respect to the premises, not inconsistent with Lessee's use of the premises as in this lease provided, including (without limiting the generality of the foregoing) the right of City to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as City may deem desirable in connection with the development or use of any other property in the neighborhood of the premises. City shall compensate Lessee for any and all damage to Lessee's improvement and personal property caused by the exercise of the rights reserved in this paragraph.
16. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and save harmless the City, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, action, or damages, including liability for injuries to person or persons, or damage to property of third persons arising out of, or in any way connected with, (a) the conducting or operation of Lessee's business on demised premises during the term of the Lease or any holding over, or (b) the construction or the removal of

any facilities or improvements on the demised premises during the term of this lease or any holding over.

17. Liability Insurance: Lessee, in order to protect the City, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Lessee's (a) use and operations on the demised premises or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured in the amount of not less than TWO MILLION (\$2,000,000) DOLLARS. Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within ten (10) days from the date of this Lease, Lessee shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that City, its agents, officers, and employees are named as additional insureds. In the event that Lessee shall fail to take out and keep in effect such policy or to furnish evidence thereof to City, City may, at City's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from Lessee or immediately terminate this lease.
18. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, religion, color, gender, national origin, or sexual orientation shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, religion, color, gender, national origin, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and / or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly

discriminatory price for each unit or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

In the event of breach of any of the above nondiscriminatory covenants, City shall have the right to terminate this Lease and to re-enter and repossess the demised premises and the facilities thereon and hold the same as if the Lease had never been made or issued.

Lessee agrees that it shall insert the above nondiscrimination provisions in any sublease or other agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

19. Improvement of Airport: The City reserves the right to develop, operate, maintain or occupy any portion of the Airport as it sees fit, regardless of the desires or views of Lessee and without interference or hindrance. The City may take immediate occupancy of any area upon notice to the Lessee. Any area secured for use by the City shall be subtracted on an acreage basis for payment of the rent, thereby reducing the farmable acres.
20. Maintenance of Landing Area: City reserves the right to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard. Providing further, City shall keep and maintain in a safe and operable condition the taxiways, runways (including the lighting thereof) and roadways on the airport during such hours and to such extent as City may determine is reasonably required for the operation of the airport.
21. Lease Subordinate to Agreements with the United States Government: This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States Government relative to the development, operation or maintenance of the airport.
22. Non-Exclusive Right: It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349).
23. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

24. Notices: All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the Lessee: Rick Perigo Roadsiding
10835 Road 176
Terra Bella, CA 93270

To the City: Airport Manager
Porterville Municipal Airport
1893 So. Newcomb
Porterville, CA 93257

With a complete copy to:
Porterville City Manager
291 N. Main Street
Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

25. Authorized Agent of the City: The Airport Manager of the City of Porterville or the Airport Manager's designee is duly the authorized agent of the City for purposes of this Lease; and as to any obligations assumed herein by Lessee, they shall be performed to the satisfaction of said Airport Manager.
26. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, however, and Lessee herewith agrees, that it will not sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer,

mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

27. Hypothecation: Lessee may, with the consent of the City, give, assign, transfer, mortgage, hypothecate, grant control of, or encumber Lessee's interest under this Lease and the leasehold estate so created to a bonafide lender on the security of the leasehold estate. Any such bonafide lender shall have the right at any time during the term of the loan and while this Lease is in full force and effect:

(a) To do any act or thing required of Lessee in order to prevent a forfeiture of Lessee's rights hereunder, and all such acts or things so done shall be as effective to prevent a forfeiture of Lessee's rights hereunder by Lessee.

(b) To succeed to the interest of Lessee hereunder and thereafter at such lender's option to convey, assign or sublease the interest or title to said leasehold estate to another person acceptable to City, subject to all the terms, conditions, and covenants of this Lease. Two (2) copies of any and all security devices or instruments shall be filed with City's Airport Manager prior to the effective date thereof, and Lessee shall give Airport Manager prior written notice of any changes or amendments thereto.

Any bona fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

28. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further,

that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover damages from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth, at the time of award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

29. Waiver of Breach: The waiver by City of any breach by Lessee of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.
30. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership which is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.
31. Quiet Possession: Notwithstanding any other provision in this Lease, City covenants that Lessee, on paying the rent and performing the covenants herein contained, shall and may peaceably and quietly have and enjoy the demised premises for the term hereof.

32. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

33. Removal of Improvement at Termination: Upon the termination of this Lease, or any holding over, for any reason other than Lessee's failure to perform its obligations under the terms and conditions of this Lease, Lessee shall have the right, at Lessee's sole cost and expense, to remove all improvements and/or furniture, furnishings, equipment, and fixtures of whatsoever kind or nature placed on the demised premises by Lessee or its contractors so long as they could be removed without damage or disfigurement to the demised premises. Full restoration of the demised premises as it existed prior to the construction of said improvements or the installation of said furniture, furnishings, equipment, and fixtures shall be made by Lessee. If after the termination of this Lease, Lessee has not removed said improvements, furniture, furnishings, equipment, and fixtures, the City shall have the option to claim the ownership thereof or to remove same and restore the demised premises as set forth above at the expense of Lessee. Said expense shall also include consideration for the additional time Lessee or its improvements occupy the premises beyond the termination date and disallow the City's total utilization of the premises pursuant to its ownership of the property.

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

34. Incorporation of Prior Agreements and Amendments: This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

35. Severability: The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

36. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Lease will be construed pursuant to the laws of the State of California.
37. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.
38. Covenants and Conditions: Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.
39. Captions: The use of Paragraph headings in this Lease is solely for convenience, and they shall be wholly disregarded in the construction of this Lease.
40. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.
41. Cancellation of Agreement without Cause: This Lease may be cancelled without cause by a ninety (90) day notice delivered to either party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE:

Martha A. Flores, Mayor

Rick Perigo Roadsiding

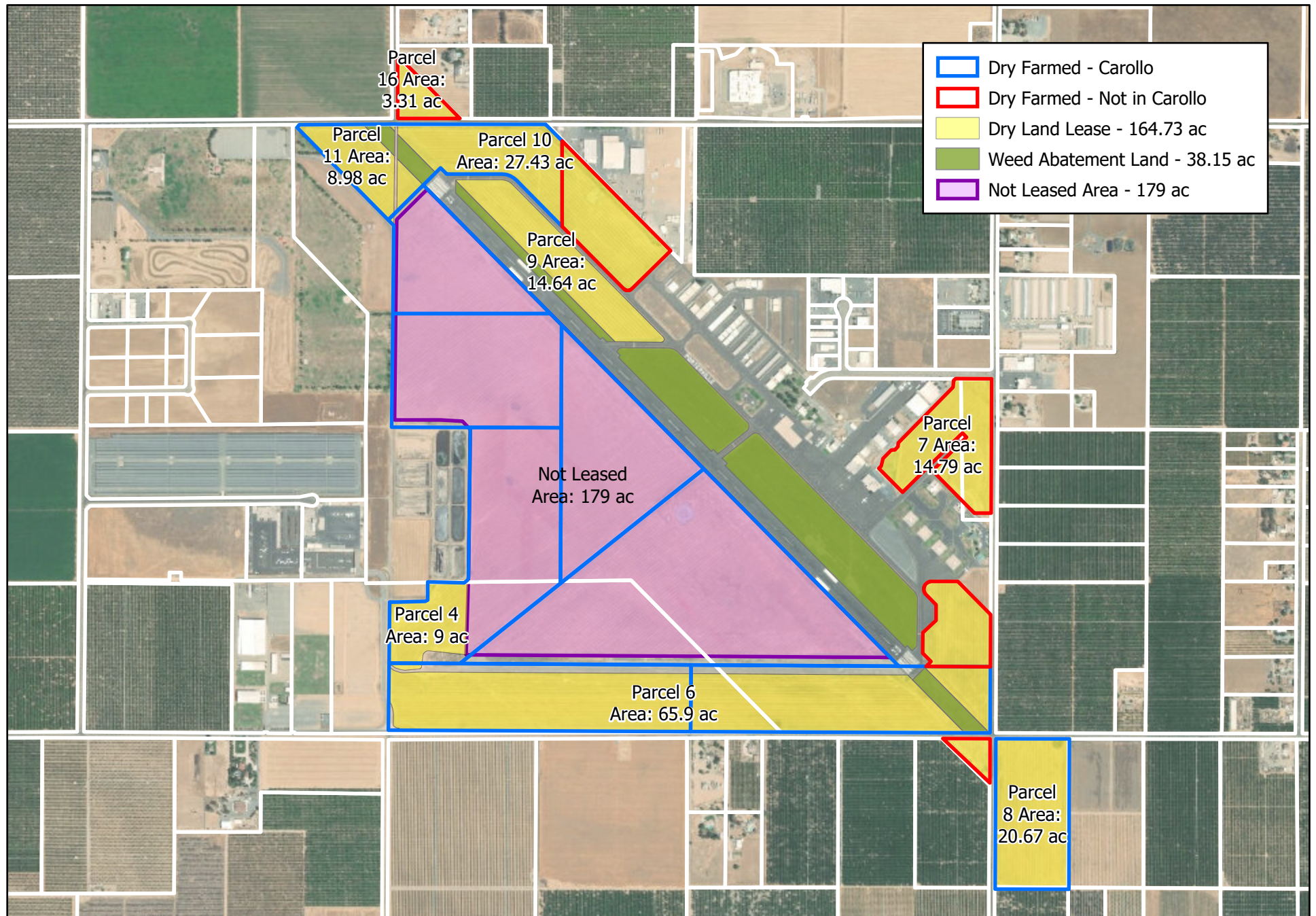
ATTEST:

John D. Lollis, City Clerk

APPROVED AS TO FORM:

Julie Lew, City Attorney

Airport Dry Lease



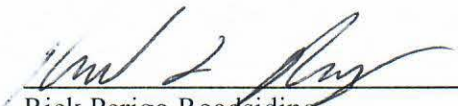
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CITY OF PORTERVILLE

LESSEE:

Martha A. Flores, Mayor



Rick Perigo Roadsiding

ATTEST:

John D. Lollis, City Clerk

APPROVED AS TO FORM:

Julie Lew, City Attorney



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Approval of Annual Service Agreement with RouteMatch

SOURCE: Public Works

COMMENT: On May 1, 2012, the City Council authorized staff to enter into an agreement with RouteMatch to provide the the Public Works Department-Transit Division an integrated fixed route, paratransit, and traveler information solution. These transit information technology services are cloud-based and provide dynamic dispatching capabilities, comprehensive reporting, real-time traveler information, monitoring, and various other solutions that are essential to the operation's workflow.

From fiscal year 2012/2013 to 2018/2019, the City had an Agreement with RouteMatch to provide cloud-based hosting, annual technical support, and licencing for the various services. The Agreement is now expired and will continue on an annual basis until the support is terminated.

It is staff's recommendation that the City continue its agreement with RouteMatch, on an annual basis, to provide the Transit Division cloud-based hosting, annual technical support, and licensing for fiscal year 2019/2020.

RECOMMENDATION: That the City Council authorize the purchase of the annual cloud-based hosting, technical support, and licencing from RouteMatch, for fiscal year 2019/2020, in the amount of \$44,536.47.

ATTACHMENTS: 1. RouteMatch Invoices

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Attn: Richard Tree
City of Porterville
291 North Main Street
Porterville, CA 93258

Description	Qty	Amt	Amount
Annual Technical Support - Year 6 - 03/19-02/20 - Fleet Expansion	1	1,883.21	1,883.21

Total Due:	\$1,883.21
Payments/Credits:	\$0.00
Balance Due:	\$1,883.21

We're on Your Route.



Attn: Richard Tree
City of Porterville
291 North Main Street
Porterville, CA 93258

39614
5/1/2019
5/31/2019
508
R Support CA 07/19-06/20
Annual Technical Support

Special Notes and Instructions	Total Due:	\$21,717.93
	Payments/Credits:	\$0.00
	Balance Due:	\$21,717.93

We're on Your Route.



Attn: Richard Tree
City of Porterville
291 North Main Street
Porterville, CA 93258

Invoice #:	40325
Date:	7/1/2019
Due Date:	7/31/2019
Cust ID:	508
PO:	R Hosting 09/19-08/20
Description:	Annual Hosting Fees

Special Notes and Instructions

Total Due:	\$4,794.09
Payments/Credits:	\$0.00
Balance Due:	\$4,794.09

We're on Your Route.



Attn: Richard Tree
City of Porterville
291 North Main Street
Porterville, CA 93258

Invoice #:	40326
Date:	7/1/2019
Due Date:	7/31/2019
Cust ID:	508
PO:	R Supp/Host 09/19-08/20
Description:	Annual Technical Support

Special Notes and Instructions

Total Due:	\$10,136.99
Payments/Credits:	\$0.00
Balance Due:	\$10,136.99

We're on Your Route.



Attn:
City of Porterville
291 North Main Street
Porterville, CA 93258

40327
7/1/2019
7/31/2019
508
R MDM 09/19-08/20
Delivery of Licenses

Special Notes and Instructions	Total Due:	\$1,008.00
	Payments/Credits:	\$0.00
	Balance Due:	\$1,008.00

We're on Your Route.



Attn: Richard Tree
City of Porterville
291 North Main Street
Porterville, CA 93258

Invoice #:	41297
Date:	10/1/2019
Due Date:	10/31/2019
Cust ID:	508
PO:	R Support 12/19-11/20
Description:	Annual Technical Support

Special Notes and Instructions

Total Due:	\$1,572.25
Payments/Credits:	\$0.00
Balance Due:	\$1,572.25

We're on Your Route.



Attn: Richard Tree
City of Porterville
291 North Main Street
Porterville, CA 93258

Invoice #:	41298
Date:	10/1/2019
Due Date:	10/31/2019
Cust ID:	508
PO:	R Support NM 12/19-11/20
Description:	Annual Technical Support

Special Notes and Instructions

Total Due:	\$3,424.00
Payments/Credits:	\$0.00
Balance Due:	\$3,424.00

We're on Your Route.



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Approval to Enter Into Agreement with Central Valley Forensic Nursing Specialists for Sexual Assault Examinations

SOURCE: Police

COMMENT: Currently, the Porterville Police Department contracts with Forensic Nurse Specialists of Central California to provide forensic evidence collection and examinations of victims and suspects involved in sexual assault incidents. The Department was recently informed that the owner of the company is retiring and the company has been purchased by a long-term employee. With the change of ownership, the name of the company is being changed to Central Valley Forensic Nursing Specialists.

With the exception of the dates of the previous agreement, all other aspects of the previous agreement remain unchanged, including the costs for services. However, due to the change of ownership and the business name, a new agreement is necessary. Since a new agreement is necessary and the number of sexual assault examinations requested during the term of the agreement could incur costs which may exceed \$5,000, staff is requesting City Council approval to allow the Department to enter into the new agreement with Central Valley Forensic Nursing Specialists.

RECOMMENDATION: That the City Council:

- 1) Authorize staff to enter into an agreement with Central Valley Forensic Nursing Specialists for forensic evidence collection from victims and suspects in sexual assaults; and
- 2) Authorize the Chief of Police to sign the agreement.

ATTACHMENTS: 1. CVFNS Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

Central Valley Forensic Nursing Specialists

240 N. 12th Ave Ste.109 Box #340 Hanford, CA 93230
(559)324-9100 24 Hr Answering Service/Office
(559) 840-0633 Fax

AGREEMENT TO PROVIDE SERVICE TO PORTERVILLE POLICE DEPARTMENT FOR SEXUAL ASSAULT FORENSIC EVIDENCE

Central Valley Forensic Nursing Specialists (CVFNS) and Porterville Police Department agree as follows:

CVFNS agrees to provide forensic evidence collection and examinations of victims of sexual assault and forensic evidence collection from suspects.

Charge per case, to be paid for by Porterville Police Department, is \$1,200.00. Suspect exams at the same time as victim exam are \$500.00. Suspect examination after initial victim examination will be \$600.00. Victim "no show or cancelled" after CVFNS nurse is called out will be subject to a \$150.00 "dry run" fee. Additional follow up examination for victims at law enforcement request will be subject to a \$450.00 fee. Expert Witness testimony is a contracted negotiated amount between CVFNS and the District Attorney Office

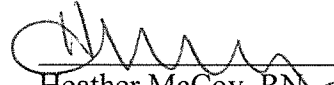
SPECIAL PROVISIONS:

1. Term of Agreement shall be November 1, 2019 through June 30, 2020, and shall be automatically renewed for the original contract length unless terminated by either party with a 90 day written notice.
2. Law enforcement officers agree to call the 24 hour CVFNS answering service prior to transporting victim to CVFNS examination site located @ the Visalia / Fresno SART Center.
3. CVFNS agrees to collect forensic evidence from sexual assault victims in accordance with OES state protocols by qualified forensic examiners. All examinations will utilize a Cannon Digital Camera for photography when injuries are present. Copies of photographs to be made available to contracting law enforcement agency upon request. Discussion of findings will be provided at the conclusion of the exam.
4. CFVNS agrees to provide competent expert witness testimony in court when subpoenaed to be present.
5. All evidence collected will be relinquished by CVFNS to the police officer ordering the examination at the conclusion of the examination with a completed copy of the OES 923/925/930/950 medical report.
6. CVFNS agrees to make results of and evidence from examination available to law enforcement personnel at any time subsequent to the date of examination upon request.

7. This agreement is not meant to prohibit law enforcement agency from utilizing the services of other hospitals.
8. Contracted rates will be subject to annual review. New rates will be effective July 1st of every year the agreement is in effect. Factors considered in this rate review will include, but are not limited to, prevailing nurse contractor rates, medical supplies, and building lease rates. You will receive notice at least thirty days prior to the new rate taking effect.

Porterville Police Department

Date: _____


Heather McCoy, RN
Owner/Director
Central Valley Forensic Nursing Specialists

Date: 10/22/19



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Approval of the 2019 City of Porterville Transit Division Title VI Program

SOURCE: Public Works

COMMENT: Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. The Federal Transit Administration (FTA) Title VI implementing regulations ensures nondiscriminatory transportation in support of its mission to enhance the social and economic quality of life for all Americans. As a recipient of FTA funding, the City of Porterville must ensure that it is in compliance with all applicable FTA Title VI implementing regulations and is required to prepare and submit an update to its Title VI Program to FTA every three (3) years. Guidance from FTA published in the FTA Title VI Circular 4702.1B requires grant recipients operating less than fifty (50) fixed route vehicles in peak service to include the following in their Title VI Program Update:

- A Title VI Notice, complaint procedure, and complaint form.
- A Limited English Proficiency Plan and a Public Participation Plan.
- A list of Title VI investigations, lawsuits, and complaints.
- A table depicting racial composition of membership of non-elected bodies, when membership is selected by the recipient.
- Information regarding the siting of fixed facilities.
- The Title VI Program update must be approved by the recipient's governing entity.
- System-wide standards and policies (on-time performance, service frequency, vehicle load, passenger amenities, etc.).

The last Title VI Program Update was approved by the City Council at its meeting on October 18, 2016. The attached Title VI Program Update fulfills the requirements outlined by FTA in Circular 4702.1B, and is the current three-year update to the 2016 Title VI Report.

RECOMMENDATION: That the City Council adopt the Resolution affirming and approving the 2019 Title VI Program Update and authorizing staff to submit the approved 2019 Title VI Program Update to the Federal Transit Administration.

ATTACHMENTS:

1. 2019 Title VI Program Update
2. Draft Resolution_Transit Title VI Program Update

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



2019 Title VI Program



A Division of City of Porterville
Public Works Department
15 E. Thurman Ave., Suite A
Porterville, CA 93257
(559) 782-7448

Adopted by Porterville City Council on November 5, 2019



Public Works Director
Transit Manager
Operations Manager
Shop Superintendent
Transit Analyst

Michael Knight
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Porterville Transit operates its programs without regard to race, color and national origin. To receive additional information on Porterville Transit's discrimination obligations, including our complaint procedures, please contact Porterville Transit's Transit Manager at (559) 782-7448

If information is needed in another language, contact (559) 791-7800
Si necesita información en otro idioma, comuníquese al (559) 791-7800

INTRODUCTION

The City of Porterville (City) operates Porterville Transit and is responsible for providing bus and paratransit service in Porterville, California and within the unincorporated community of East Porterville, California.

Title VI (codified at 42 U.S.C §2000d et seq.) was enacted as part of the landmark Civil Rights Act of 1964 signed by President Lyndon B. Johnson. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

In accordance with the FTA Title VI Circular, the City is required to submit a Title VI Program triennially. The Title VI Program is a compilation of documents, plans, maps, policies and standards, etc. that demonstrate the City's compliance with Title VI. Guidance provided by FTA Title VI Circular 4702.1B requires, for the first time, approval of City's Title VI Program by its City Council.

Porterville Transit is a Federal Transit Administration (FTA) grantee and does not pass FTA funds through to sub-recipients.

Porterville Transit is a sub-recipient of the California Department of Transportation (Caltrans).

This document was prepared by Porterville Transit, a division of the City of Porterville Public Works Department and approved by the City of Porterville City Council to comply with the Title VI of the Civil Rights Act of 1964, including new provisions detailed in the U.S. Department of Transportation's FTA Circular 4702.1B, "Title VI Requirement and Guidelines for Federal Transit Administration Recipients."

Porterville Transit's Title VI Program documents the fulfillment of the general and transit provider requirements outlined in FTA Circular 4702.1B and reaffirms the agency's commitment to ensuring that no person is denied access to its transit services based on race, color, or national origin.

This plan is for FY 2019 through FY 2022 and is effective, November 5, 2019.

The Table of Contents was created from FTA Title VI Circular 4702.1b, Appendix A-1: Title VI Program Checklist.

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TITLE VI PROGRAM GENERAL REQUIREMENTS

All recipients of FTA funds are required to document their compliance with DOT's Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years. To comply with the Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the Federal FTA Circular 4702.1B, the FTA requires all FTA recipients to:

- Provide Title VI assurance
- Notify the public of their protections under Title VI
- Develop and maintain a Title VI complaint procedure
- Record and report Title VI investigations, complaints and lawsuits
- Promote inclusive participation through an established public involvement process
- Provide meaningful access to Limited English Proficiency (LEP) populations
- Report minority advisory board membership
- Aid and monitor subrecipients for Title VI compliance
- Determine if new facility site locations are selected in a non-discriminatory manner

The purpose of this section is to demonstrate the means by which Porterville Transit fulfills these general requirements pursuant to FTA Circular 4702.1B.

Additionally, Porterville Transit operates its programs and services in compliance with Executive Order 2898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", Executive Order 13166, "Improving Access to Service for Persons with Limited English Proficiency" and the Federal Department of Transportation's (DOT) guidance to recipients pursuant to both Executive Orders. Although low-income and LEP persons aren't specifically mentioned as a protected class under Title VI, Porterville Transit is committed to meeting the Title VI requirements while concurrently adhering to Environmental Justice and LEP requirements. This commitment to marginalized communities is reflected in the agency's planning, public involvement and decision-making process.

TITLE VI ASSURANCE

Section 601 of the Title VI of the Civil Rights Act of 1964 states:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

As a direct-recipient of federal funds from the FTA, Porterville Transit is obligated to operate its programs and services without regard to race, color and national origin in accordance with the Title VI and other applicable laws. In order to demonstrate Porterville Transit's compliance with Title VI, a Title VI Program must be reviewed and updated on a triennial basis, as outlined in FTA Circular 4702.1B.

Title VI Notice to the Public – Statement of Non-Discrimination

Porterville Transit operates its programs and services without regard to race, color, or national origin. To ensure the public is aware of Porterville Transit's commitment that no person is denied access to its transit services on the basis of race, color, or national origin, Porterville Transit notifies the public of their Title VI protections using the following statement text:

Porterville Transit operates its programs and service without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964 and other applicable laws. Persons who feel they have been subjected to discrimination because of their race, color, or national origin may file a complaint with Porterville Transit. A complaint must be filed in writing within 180 days of knowledge regarding a possible discrimination act. Complaints should be address to Porterville Transit, Transit Manager, 291 N. Main Street, Porterville, CA 93257. For additional information please contact Porterville Transit's Transit Manager at 559-782-7448 or email rtree@ci.porterville.ca.us.

*If information is needed in another language, contact (559) 791-7800
Si necesita información en otro idioma, comuníquese al (559) 791-7800*

Porterville Transit opera sus programas y servicios sin distinción de raza, color u origen nacional, de conformidad con el Título VI de la Ley de Derechos Civiles de 1964 y otras leyes aplicables. Las personas que sienten que han sido objeto de discriminación debido a su raza, color u origen nacional pueden presentar una queja ante Porterville Transit. Una queja debe presentarse por escrito dentro de los 180 días de conocimiento sobre una posible ley de discriminación. Las quejas deben dirigirse a Porterville Transit, Transit Manager, 291 N. Main Street, Porterville, CA 93257. Para obtener información adicional, comuníquese con Porterville Transit's Transit Manager al 559-782-7448 o envíe un correo electrónico a rtree@ci.porterville.ca.us.

Si necesita información en otro idioma, comuníquese al (559) 791-7800

This statement of non-discrimination is posted in both English and Spanish in the foyers of the Administration Building, Downtown Transit Center, and inside all revenue vehicles. Efforts to heighten the visibility of Porterville Transit's Title VI Notice to the Public will be taken. These efforts include assessing the feasibility of posting the statement at high-traffic areas, such as major bus stops, where customers are likely to see it.

An abbreviated version of Porterville Transit's Title VI Notice to the Public is included in schedule books, external planning documents and other informational materials in both Spanish and English. The abbreviated version notifies the public of their Title VI protections using the following statement text:

Porterville Transit operates its programs without regard to race, color, or national origin. To receive additional information please contact (559) 791-7800.

Porterville Transit opera sus programas sin distinción de raza, color u origen nacional. Para recibir información adicional, comuníquese al (559) 791-7800.

In the event Porterville Transit distributes federal funds to another government entity or sub-recipient, Porterville Transit will include Title VI language in all written agreements and will monitor for compliance.

Organizational Responsibilities

Porterville Transit's Transit Manager is authorized to ensure compliance with the provisions of Porterville Transit's policy of nondiscrimination and the law. Grants, programs, activities compliance and Title VI coordination will be performed under the authority of the Transit Manager.

A copy of Porterville Transit's Title VI Notice is available in both English and Spanish, and a copy is provided below.

Title VI Notice to the Public



Porterville Transit grants all citizens equal access to its transportation services. Porterville Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin as protected by Title VI of the Civil Rights Act of 1964, amended ("Title VI").

Any person who believes she or he has been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint. For more information on Porterville Transit's civil rights program and the procedures to file a complaint, contact (559) 782-7448 or TDD 711, email rtree@ci.porterville.ca.us or visit our offices at 15 E. Thurman Ave., Suite A, Porterville, CA 93257. For more information, visit www.ridept.com.

If information is needed in another language, contact Porterville Transit at (559) 782-7448.

Si se necesita información en otro idioma, póngase en contacto con Porterville Transit al (559) 782-7448.

Porterville Transit's Title VI policy is posted at its administration office, at the transit center, and on Porterville Transit vehicles. It is also posted on the Porterville Transit website at www.ridept.com

Título VI Aviso al Público



Porterville Transit otorga a todos los ciudadanos la igualdad de acceso a sus servicios de transporte. Porterville Transit tiene el compromiso de garantizar que ninguna persona sea excluida de participar o que se le nieguen los beneficios de sus servicios sobre la base de raza, color u origen nacional, según se proteja por el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas ("Título VI").

Toda persona que crea que ha sido perjudicada por cualquier práctica discriminatoria ilegal conforme al Título VI puede presentar una queja. Para obtener más información sobre el programa de derechos civiles de Porterville Transit y los procedimientos para presentar una queja, comuníquese al (559) 782-7448 o TDD 711, envíe un correo electrónico a rtree@ci.porterville.ca.us o visite nuestras oficinas en 15 E. Thurman Ave, Suite A, Porterville, CA 93257. Para obtener más información, visite www.ridept.com.

Si se necesita información en otro idioma, póngase en contacto con Porterville Transit al (559) 782-7448.

La Política conforme al Título VI de Porterville Transit está publicada en sus oficina administrativa, en en el centro de tránsito, y en los vehículos de Porterville Transit. También está publicada en el sitio web de Porterville Transit en www.ridept.com.

List of Locations Where Title VI Notice is posted

Location Name	Location
Porterville Transit Center	61 W. Oak Ave., Porterville, CA 93257
Porterville Transit Administration Office	15 E. Thurman Ave., Porterville, CA 93257
City of Porterville, City Hall	291 N. Main St., Porterville, CA 93257
Porterville Transit Website	www.ridept.com

COMMENT & COMPLAINT PROCEDURES

General Public Comment Procedures

The Porterville Transit Customer Comment Policy has been established to ensure that customers of all modes of the system, including bus, paratransit, micro transit, vanpool and contracted services have an easy and accessible way to provide feedback to the agency. Porterville Transit is open to hearing any customer feedback including complaints, comments, suggestions, or concerns.

Porterville Transit receives public comment by:

- **U.S. Mail:** 291 N. Main Street, Porterville, CA 93257
- **Telephone:** Riders can contact Porterville Transit at 559-791-7800 or use established public comment lines when available.
- **E-mail:** Riders can contact Porterville Transit by e-mail at rtree@ci.porterville.ca.us.
- **In-person:** At the Downtown Transit Center (61 W. Oak Ave, Porterville, CA 93257) or Administration Building (15 E. Thurman Ave, Suite A, Porterville, CA 93257).
- **Website:** Riders can offer feedback on the Porterville Transit website, www.ridept.com, by going to “Contact Us” link. Google Translate is linked to our site and assists communication with LEP customers.

Feedback Review Process: All feedback from customers is valued. Anyone who submits a comment, complaint, or service suggestion to Porterville Transit and requests a response will receive an initial response within fifteen (15) working days provided they give legible contact information.

Complaints are recorded and investigated by staff. Suggestions and improvements for the system are made to address complaints if possible. Appropriate actions are taken to address complaints regarding staff, equipment or processes.

Information about Policy: Information about the Customer Comment Policy, including how to submit a complaint, is made available to riders in our schedule book, on our website, at the downtown transit center, and on revenue vehicles.

Reporting: Staff will compile an annual summary of customer comments for the City Council and employees for use in reviewing and evaluating service.

Tracking: Porterville Transit maintains a tracking system (myPorterville) for all feedback from customers.

Title VI Complaint Procedures

Porterville Transit is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in FTA Circular 4702.1B. To this end Porterville Transit has a compliant process in place to track and address complaints and claims of discrimination on the basis of race, color, or national origin.

Filing a Title VI Compliant: Persons may file a signed, written compliant no later than 180 days from the date of the alleged discrimination. They are advised that a compliant should include the following information:

- Name, mailing address, and how to contact the complainant (i.e. telephone number, email, address, etc.)
- How, when, where, and why they believe they were discriminated against, including the location, names and contact information of any witnesses.
- Other information that they deem significant.

The complaint may be filed in writing or by contacting Porterville Transit at the following address or phone numbers:

Porterville Transit
Transit Manager
291 N. Main Street
Porterville, CA 93257
By phone: 559-782-7448
By email: rtree@ci.porterville.ca.us

Porterville Transit encourages persons to submit complaints that allege discrimination in writing or electronically (myPorterville). All complaints must be signed by the complainant and submitted within 180 days of an action arising under Title VI. The Transit Manager will arrange reasonable accommodation as needed.

Complaint after submitted to Porterville Transit: All complaints alleging discrimination based on race, color, or national origin in a service or benefit provided by Porterville Transit will be directly addressed by Porterville Transit. Porterville Transit shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, Porterville Transit shall make every effort to address all complaints in an expeditious and thorough manner.

In instances where additional information is needed for investigation of the complaint, Porterville Transit will appropriately contact the complainant, in writing unless otherwise requested. Please

note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

Once sufficient information for investigating the complaint is received by Porterville Transit, Porterville Transit will prepare a draft written response subject to review by the City's attorney. If appropriate, the City attorney may administratively close the complaint. In this case, Porterville Transit will notify the complainant of the action as soon as possible.

Notification of outcome of a complaint: Porterville Transit will send a final written response to the complainant and advise the complainant of his or her right to:

- 1) Appeal within 7 calendar days of receipt of the final written decision from Porterville Transit, and/or
- 2) File a complaint externally with the U.S. DOT and/or FTA.

Porterville Transit will make every effort to respond to Title VI complaints within 5 working days of receipt of such complaints, if not sooner. In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Civil Rights Officer-Region IX
U.S. Department of Transportation
Federal Transit Administration, TRO-9
90 Seventh Street, Suite 15-300
San Francisco, CA 94103-6701

FTA Office of Civil Rights
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Porterville Transit's Complaint Form is available online in both English and Spanish. Physical copies of the form are available upon request by complainants, and the forms are provided below.

Title VI Complaint Form

Porterville Transit, a division of the City of Porterville Public Works Department

15 E. Thurman Ave., Suite A, Porterville, CA 93257

Title VI Discrimination Complaint Form

Complainant's Name: _____

Street Address: _____

Mailing Address: _____

City/State/ZIP: _____

Phone: _____ E-Mail Address: _____

Date of Violation: _____ Time of Violation: _____

Date of Complaint: _____ Place of Violation: _____

Bus Number: _____ Bus Route: _____

Discrimination because of: ☐ Race ☐ Color ☐ National Origin

Please provide the name(s) of the Porterville Transit employee(s) who allegedly discriminated against you, including their job titles (if known).

Identify what Porterville Transit service, program, or activity did not comply with the Title VI of the Civil Rights Act of 1964.

Identify any witnesses that have information relating to the violation by name, address and phone number. _____

Explain as clearly as possible what happened, how you feel you were discriminated against and who was involved. Please include how other individuals were treated differently from you. If more space is needed additional page(s) may be attached.

Signature of Complainant: _____ Date: _____

The Porterville Transit Title VI Public Notice, Complaint Form (as well as complaint procedures and complete program information) may be printed from the Porterville Transit website (www.ridept.com) or be requested in person or by phone from the Porterville Transit Administration Office.

Procedimientos de queja del Título VI

Porterville Transit se compromete a garantizar que ninguna persona sea excluida de participar o se le nieguen los beneficios de sus servicios de tránsito por motivos de raza, color u origen nacional, según lo protege el Título VI en la Circular 4702.1B de la FTA. Con este fin, Porterville Transit cuenta con un proceso compatible para rastrear y abordar las quejas y reclamos de discriminación por motivos de raza, color u origen nacional.

Cómo presentar una declaración conforme al Título VI: las personas pueden presentar una declaración firmada y escrita a más tardar 180 días a partir de la fecha de la supuesta discriminación. Se les aconseja que un cumplidor debe incluir la siguiente información:

- Nombre, dirección postal y cómo comunicarse con el demandante (es decir, número de teléfono, correo electrónico, dirección, etc.)
- Cómo, cuándo, dónde y por qué creen que fueron discriminados, incluida la ubicación, los nombres y la información de contacto de los testigos.
- Otra información que consideren significativa.

La queja se puede presentar por escrito o contactando a Porterville Transit a la siguiente dirección o número de teléfono:

Tránsito de Porterville
Gerente de tránsito
291 N. Main Street
Porterville, CA 93257
Por teléfono: 559-782-7448
Por correo electrónico: rtree@ci.porterville.ca.us

Porterville Transit alienta a las personas a presentar quejas que aleguen discriminación por escrito o electrónicamente (myPorterville). Todas las quejas deben ser firmadas por el demandante y enviadas dentro de los 180 días de una acción que surja bajo el Título VI. El Gerente de Tránsito organizará acomodaciones razonables según sea necesario.

Reclamación después de enviarla a Porterville Transit: Porterville Transit abordará directamente todas las quejas que aleguen discriminación basada en raza, color u origen nacional en un servicio o beneficio proporcionado por Porterville Transit. Porterville Transit también proporcionará asistencia adecuada a los reclamantes, incluidas aquellas personas con discapacidad o que tengan una capacidad limitada para comunicarse en inglés. Además, Porterville Transit hará todo lo posible para atender todas las quejas de manera expedita y exhaustiva.

En los casos en que se necesite información adicional para la investigación de la queja, Porterville Transit se comunicará adecuadamente con el demandante, por escrito, a menos que se solicite lo contrario. Tenga en cuenta que al responder a cualquier solicitud de información adicional, el hecho de que el reclamante no proporcione la información solicitada puede resultar en el cierre administrativo de la queja.

Una vez que Porterville Transit reciba suficiente información para investigar el cumplimiento, Porterville Transit preparará un borrador de respuesta por escrito sujeto a revisión por el abogado de la Ciudad. Si corresponde, el abogado de la ciudad puede cerrar administrativamente la queja. En este caso, Porterville Transit notificará al demandante sobre la acción lo antes posible.

Notificación del resultado de una queja: Porterville Transit enviará una respuesta final por escrito al demandante y le informará de su derecho a:

- 1) Apelar dentro de los 7 días calendario posteriores a la recepción de la decisión final por escrito de Porterville Transit, y / o
- 2) Presente una queja externamente con el DOT de EE. UU. Y / o el TLC.

Porterville Transit hará todo lo posible para responder a las quejas del Título VI dentro de los 5 días hábiles posteriores a la recepción de dichas quejas, si no antes. Además del proceso de queja descrito anteriormente, un demandante puede presentar una queja de Título VI en las siguientes oficinas:

Oficial de Derechos Civiles-IX Región
Departamento de transporte de EE. UU.
Administración Federal de Tránsito, TRO-9
90 Seventh Street, Suite 15-300
San Francisco, CA 94103-6701

Oficina de Derechos Civiles del TLC
Edificio Este, 5to piso - TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Formulario de Queja de Título VI

Porterville Transit, una división del Departamento de Obras Públicas de la Ciudad de Porterville
15 E. Thurman Ave., Suite A, Porterville, CA 93257
Formulario de Queja de Discriminación Título VI

Nombre del demandante: _____
Dirección: _____
Dirección de envío: _____
Código postal: _____
Teléfono: _____ Dirección de correo electrónico: _____
Fecha de la infracción: _____ Hora de la infracción: _____
Fecha de la queja: _____ Lugar de la infracción: _____
Número del autobús: _____ Ruta del autobús: _____
Discriminación por: ☐Raza ☐Color ☐Origen Nacional

Sírvase indicar el (los) nombre (s) de los empleados de Porterville Transit que supuestamente discriminaron contra usted, incluyendo sus títulos de trabajo (si se conocen).

Identifique qué servicio, programa o actividad de Porterville Transit no cumplió con el Título VI de la Ley de Derechos Civiles de 1964.

Identifique a los testigos que tengan información relacionada con la violación por nombre, dirección y número de teléfono.

Explique lo más claramente posible lo que sucedió, cómo se siente que fue discriminado y quién estuvo involucrado. Incluya por favor cómo otros individuos fueron tratados diferentemente de usted. Si se necesita más espacio, se pueden adjuntar páginas adicionales.

Firma del demandante: _____ Fecha: _____

El Aviso Público Título VI de Porterville, el Formulario de Queja (así como los procedimientos de quejas y la información completa del programa) pueden ser impresos desde el sitio web de Porterville Transit (www.ridept.com) o ser solicitados en persona o por teléfono desde la Oficina de Administración de Transportación de Porterville.

Protection from Retribution

Customers of Porterville Transit shall be able to submit complaints, feedback or participation in the public involvement process without fear of retribution from the agency. If a customer feels like they are being treated unfairly in response to the feedback that they provided, they should contact the Transit Manager. Porterville Transit will appropriately discipline any employee or contractor that retaliates against a customer.

List of Title VI Investigations, Complaints, & Lawsuits

There are no active investigations, complaints, or lawsuits against Porterville Transit alleging discrimination with regards to fares, routing, scheduling, or quality of transportation service on the basis of race, color, or national origin since the submission of Porterville Transit's last Title VI Program update in 2016.



PUBLIC PARTICIPATION PLAN



A Division of City of Porterville
Public Works Department
15 E. Thurman Ave., Suite A
Porterville, CA 93257
(559) 782-7448

Adopted by Porterville City Council on November 5, 2019

2019 Porterville Transit Title VI Program

Introduction

Porterville Transit is committed to ensuring it serves the communities in which it operates fairly, consistently and in the most cost-efficient and appropriate manner using available resources. Through conversation and collaboration with riders, prospective riders, and the Social Services Transportation Advisory Council, Porterville Transit continually assesses the quality of its service, measures potential impacts from Porterville Transit proposed initiatives and ensures that it is providing valuable services to the residents and visitors of Porterville Transit. Public participation is a vital part of the process.

Purpose of the Public Participation Plan

It is the policy of Porterville Transit to encourage broad comment and input, including complaints, on proposed Program of Projects, Service, Changes, Fare Changes and various policies. Title VI requires setting thresholds for this public comment process. The Disproportionate Burden and or Discrimination Impact Policies are included in this document as they state required public input and Porterville Transit's intention to resolve any concern regarding service and fare changes in the system.

In addition, Porterville Transit encourages broad comment on policies that may impact its customers and frequently carries out surveys, public forums and open houses in addition to this formal process. The Customer Comment Record documents concerns or compliments received from the public; this process is included below.

Public Involvement Processes

Changes requiring a public process will include changes defined in the Porterville Transit Title VI policies. Additional policies may be taken through a Public Input Process at the discretion of the Transit Manager.

Public involvement will be undertaken for the following, including but not limited to:

- A major service change is defined as any change in service on any individual route that would add or eliminate more than 20% of the route revenue miles or 20% of the route revenue hours. All major service changes will be subject to an equity analysis which includes an analysis of adverse effects.
- A service change leading to an adverse effect is defined as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination.
- A service change that could lead to a disproportionate burden occurring when the low-income population adversely affected by a fare or service change is 20% more than the average low-income population of Porterville Transit's service area.

- A disparate impact occurs when the minority population adversely affected by a fare or service change is 20% more than the average minority population of Porterville Transit's service area.
- Program of Projects (POP) as included in the Transit Development Plan (TDP), Transportation Improvement Program (TIP) as well as any Environmental Justice (EJ) Analysis.
- Fare changes.

Procedures: In order to ensure the maximum opportunity for public input and involvement in the decision process regarding major service changes and fare increases, Porterville Transit adheres to the following procedures:

- Provide at least a 30-day advance notice of public hearings regarding major service changes or fare increases in Spanish and English.
- Customers, the public and community will be informed of the proposed changes, comment process and public hearings by way of any of the following: newspaper display ads, multimedia news releases, onboard fliers, postings at Porterville Transit offices and the Porterville Transit website. All media are in both Spanish and English.
- Proposals for major service changes and fare increases will be submitted to the City of Porterville City Council for discussion, review and comment.
- All input and comment including minutes of public hearings, recommendations of the City Council and Porterville Transit staff recommendations shall be provided prior to any decision regarding changes to any program of projects, major service changes, fare and other policies. Interpreters are present at all public hearings to translate information and take comments.

Information Dissemination

Porterville Transit has committed itself to making all staff associated with the operations aware of Title VI requirements and best practices. Also, Porterville Transit puts emphasis on making certain that vehicle operators are adequately trained in the components of Title VI and, most importantly, in dealing with LEP customers. Additionally, the City Council is addressed frequently during the Title VI update process, receiving information from its Transit Manager about the Title VI requirements and Porterville Transit's policy regarding compliance. These are a few of the

ways Porterville Transit disseminates Title VI information to the public and through every level of the organization hierarchy, from operator to its City Council.

Transit's Public Presence and Assistance

In the past Porterville Transit has used various ways to engage, train, and distribute information to the public.

- Participating in the Porterville Christmas Parade.
- Participating in the Porterville Veterans Day Parade.
- Participating in the Porterville Freedom Fest.
- Participating in the Porterville Fair with bus on site for the public to board and view inside –with a Transit representative available for questions.
- Posting schedules and fare information at many locations throughout Tulare County and adjacent counties such as Community Resource Centers, Human Services, Behavioral Health and Domestic Violence agencies, as well as common shopping and social areas.
- Conducting “Travel Trainings” for potential riders (including senior center residents), at community resource centers, and for stakeholders in order to help them understand how to use the website, ride the bus, and interpret the bus route schedule.
- Attending coordination meetings with connecting transportation agencies such as Tulare County Area Transit and Orange Belt.
- Coordinating with service agencies to attend or present information at meetings.

Unmet Transit Needs Process

Each year the Tulare County Association of Governments (TCAG) consults with the Social Service Transportation Advisory Council at a publicly advertised meeting regarding Unmet Transit Needs. Prior to the meeting the Unmet Transit Needs process is advertised in the local newspaper and all transit buses requesting Unmet Transit Needs comments. A public hearing is then held to consider the submitted comments.

Minority Membership of Non-Elected Committees & Councils

Porterville Transit does not have a non-elected advisory council.

Subrecipient Monitoring

Currently, Porterville Transit has no subrecipients and does not pass FTA funds through to any subrecipients. If Porterville Transit begins to allocate funds to a subrecipient the following steps will be taken to ensure that the subrecipient is operating its programs without regard to race, color and national origin.

In accordance with 49 CFR 21.9(b), Porterville Transit will provide subrecipient with:

1. Sample notices to the public informing beneficiaries of their rights under DOT's Title VI regulations, procedures on how to file a Title VI complaint, and the recipient's Title VI complaint form.
2. Sample procedures for tracking and investigating Title VI complaints files with a subrecipient, and when the primary recipient expects the subrecipient to notify the primary recipient of complaints received by the subrecipient.
3. Demographic information on the race and English proficiency of residents served by the subrecipient. This information will assist the subrecipient in assessing the level and quality of service it provides to communities within its service area and in assessing the need for language assistance.
4. Any other recipient-generated or obtained data, such as travel patterns, surveys, etc., that will assist subrecipients in complying with Title VI.

To ensure that subrecipients are complying with the DOT Title VI regulations, Porterville Transit will monitor their subrecipients for compliance with the regulations. If a subrecipient is not in compliance with Title VI requirements, then Porterville Transit is also not in compliance.

Equity Analysis for Construction of New Facilities

Porterville Transit will consult with the FTA to ensure that the appropriate level of environmental analysis for proposed capital projects is consistent with the National Environmental Policy Act (NEPA) and California's Environmental Quality Act (CEQA). When a categorical exclusion, environmental assessment, or environmental impact statement must be prepared, Porterville Transit will ensure that Environmental Justice analyses are integrated, consistent with Section IV-8 of FTA Circular 4702.1B. Additionally, as projects are developed, an inclusive public outreach and involvement program will be implemented to ensure the public has early and continuous opportunities to be involved in the process.

As stated above, Porterville Transit's capital projects are ensured to be compliant with NEPA and CEQA requirements. Once the FTA has developed guidance on facility siting, Porterville Transit will adhere to said guidance. In interim, Porterville Transit will take proper measures to mitigate

any negative impacts or burdens that future capital projects will have on the low-income and minority populations within Porterville Transit's service area.

List of Planned Construction

Projects from 2016-2019

- None

Planned Construction Projects for 2019-2022

- Battery-electric charging stations – Maintenance Yard
- Battery-electric charging stations – Downtown Transit Center



LANGUAGE ASSISTANCE PLAN



A Division of City of Porterville
Public Works Department
15 E. Thurman Ave., Suite A
Porterville, CA 93257
(559) 782-7448

Adopted by Porterville City Council on November 5, 2019

2019 Porterville Transit Title VI Program

Introduction

This Limited English Proficiency Plan has been prepared to address the Porterville Transit's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000D, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color, or national origin.

The Title VI of the 1964 Civil Rights Act is one of two federal mandates that guarantee the provision of meaningful access to federally-funded services for LEP individuals:

- Title VI of the 1964 Civil Right Act provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives federal financial assistance. This includes meaningful access to LEP customers.
- President's Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000): instructs federal agencies to improve access to services by mandating that any federally conducted or assisted programs of activities (i.e. recipients of federal funding) must provide meaningful access to LEP customers.

Porterville Transit's Title VI Plan in its entirety is available at www.ridept.com

Plan Summary

Porterville Transit has developed this Limited English Proficiency Plan in order to address Porterville Transit's responsibilities as a recipient of federal funding and to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided.

LEP individuals are those who do not speak English as their primary language and have limited ability to read, write or understand English.

Porterville Transit's goal is to provide meaningful access for LEP customers to all of its services, information and materials. Efforts to effectively engage LEP individuals will ensure that Limited English Proficient (LEP) persons can equally contribute to and benefit from the development and improvement of Porterville Transit services and passenger amenities.

The plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, how to notify LEP persons that assistance is available, staff training that may be required, and measures to regularly monitor and evaluate the plan.

Results of the Four Factor Analysis

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the Porterville Transit program.

Estimating the number or proportion of LEP individuals that may be encountered by Porterville Transit services will help identify the populations covered by the USDOT's Safe Harbor Provision. This provision stipulates that if an LEP group speaking a given non-English language constitutes five percent or 1,000 persons, whichever is less, of the total population of persons likely to be encountered by transit services, then the service provider must make the following materials and services available to speakers of that language:

- Documents critical for accessing recipients services or benefits;
- Letters requiring response from customer;
- Informing customers of free language assistance;
- Complaint forms, and;
- Notification of rights.

Porterville Transit used available census data from the U.S. Census Bureau 2013-2017 American Community Survey to determine and identify LEP populations within its geographic service boundary.

As demonstrated in the table below, it was determined that out of Porterville's population of 53,758 residents over the age of five, 30,354 speak a language other than English and 13,517 speak English less than "very well" (25.1%)

The most common LEP persons are those who speak Spanish (52.0%). This significant population means the Safe Harbor Provision would apply to the city's Spanish-speaking population, requiring Porterville Transit to provide the materials listed above.

Demographic Subject	Porterville City, California					
	Total		Percent of specified language speakers			
			Speak English "very well"		Speak English less than "very well"	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	53,758	+/-487	74.9%	+/-2.3	25.1%	+/-2.3
Speak only English	43.5%	+/-3.1	(X)	(X)	(X)	(X)
Spanish	52.0%	+/-3.1	55.4%	+/-3.7	44.6%	+/-3.7
Indo-European	0.8%	+/-0.4	82.6%	+/-11.9	17.4%	+/-11.9
Asian and Pacific Island	3.3%	+/-0.7	51.3%	+/-12.1	48.7%	+/-12.1
Other languages	0.3%	+/-0.2	36.6%	+/-22.8	63.4%	+/-22.8

Factor 2: The frequency with which LEP persons come into contact with the program.

Porterville Transit provides services that are used by LEP Persons, including Fixed-Route bus service and Dial-A-Ride service. LEP Persons also access information about Porterville Transit services through customer service, fare purchase locations, Transit System Guide, and the Porterville Transit website. Porterville Transit conducts outreach in the community about our programs, services, and any proposed changes to those services through public hearings.

Porterville Transit believes in disseminating any and all information through multiple means. We utilize our website, transit center, community centers, staff, and local media outlets to inform our LEP populations of the services and assistance available.

Customer Service Representatives that speak Spanish translate in person or over the phone.

To determine the frequency of contact between LEP person and Porterville Transit services, Porterville Transit conducted passenger surveys between August 1, 2019 and August 31, 2019.

Passenger Survey Results: As demonstrated in the tables below, of the 148 responses from riders, 18% responded that they did not speak English “very well”, and 21% indicated they did not read English “very well”. Of the 148 responses, 50% speak a language other than English at home (Spanish); 60% read and speak English “very well”, “somewhat well”, and 23% “not very well”; 90% telephoned the Porterville Transit office during normal office hours and were able to communicate with staff “very well”, 9% “somewhat well”, and 1% “not very well”, 70% use the service frequently, 20% moderately, and 10% infrequently.

Of the 104 Respondents	
Do not speak English “very well”	18%
Do not read English “very well”	21%
Speak a language other than English at home	*50%
*Of the 40% who speak a language other than English at home	
Read & Speak English “very well”	60%
Read & Speak English “somewhat well”	18%
Read & Speak English “not very well”	23%
Called the Porterville Transit office & able to communicate with staff “very well”	90%
Called the Porterville Transit office & able to communicate with staff “somewhat well”	9%
Called the Porterville Transit office & able to communicate with staff “not very well”	1%
Use the Porterville Transit service frequently (more than 10 times a month)	70%
Use the Porterville Transit service moderately (6-10 times a month or less)	20%
Use the Porterville Transit service infrequently (1-5 times a month or less)	10%

Additionally Porterville Transit polled office staff and transit drivers to determine the frequency and nature of any contact with LEP persons over the course of their employment.

Staff Survey Results: Of the 55 responses from office staff and transit drivers, all 55 office staff and transit drivers noted that they have interacted with LEP individuals. Only 8 of the 55 office staff and transit drivers felt they were unable to fully assist the LEP individual.

Conclusion from the passenger and staff surveys: The frequency which LEP persons come into contact with the Porterville Transit program is extremely high.

Monitoring the frequency with which LEP persons come into contact with the program.

In an effort to improve our language assistance program in an on-going manner, Porterville Transit is committed to monitoring the frequency and nature of contact LEP persons have with our program. We will conduct annual passenger surveys during the peak times; office staff and drivers will communicate each incident of contact with LEP persons, affording us the ability to assess and record the frequency and nature of inquiries as they occur.

Additionally, we will work closely with various social service organizations and agencies in our service area to stay aware of transportation needs specific to LEP persons as they become evident.

Factor 3: The nature and importance of the program, activity, or service provided by the program to people's lives.

Porterville Transit understands that its services are used for life-sustaining activities, such as transportation to and from work, non-emergency medical appointments, social service appointments and grocery shopping, as well as life-enriching activities, such as school, recreation and social events and also in order to connect with other transportation services. As evident from survey results below, for transit-dependent individuals, Porterville Transit services are very important. For this reason, Porterville Transit is committed to improving its services for riders and potential riders on a continual basis.

To determine the nature and importance of services that riders use the Porterville Transit most often for, destination questions were included in the passenger surveys conducted between August 1, 2019 and August 31, 2019.

From the 148 respondents (some of which use the service for multiple destinations):

Transportation to and from Life-Sustaining Destinations	
Work	22
Medical Appointments	36
Social Service Appointment	29
Grocery Shopping	61
Transportation to and from Life-Enriching Destinations	
School	37
Recreation	29

Additionally, the August 2019 survey covered the importance of Porterville Transit services relative to rider's transportation options via access to and ability to drive another vehicle. Of the 148 responses from riders, 67% do not have access to a vehicle.

Conclusion from the passenger survey: The nature and importance of the services which Porterville Transit provides in its service area is extremely important to many people. Therefore, in terms of outreach, it is important Porterville Transit continue its efforts to address language-related barriers faced by the Spanish-speaking population, such as ensuring key written materials such as rider information are translated, and that bilingual staff members are available as needed.

Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with the outreach.

As a Factor 1 demonstrates, the Spanish-speaking LEP population is sufficiently large that Porterville Transit must take measures to minimize language barriers faced by these groups. To address these barriers and fulfill the LEP requirements required under the Safe Harbor Provision, Porterville Transit provides staff, written materials, and online and phone services in Spanish.

Porterville Transit's current in-house language capabilities are Spanish and English. Staff in multiple departments can translate and converse in Spanish.

Department	Staff	Spanish Speaking	Percentage of Staff
Fixed Route	40	30	75%
Dial-A-Ride	10	8	80%
Customer Service	5	5	100%
Total	55	43	78%

Staff has agreed to serve as interpreters as needed to assist persons with Limited English Proficiency anytime LEP persons need assistance with our programs, services, and activities. Porterville Transit also recognizes the need to have an outreach program where Spanish-speaking customers are taught how to ride the bus through seminars and one-on-one assistance.

Implementation Plan

Research from Porterville Transit's four-factor analysis indicates that Spanish speaking LEP persons are the largest group within Porterville Transit's service area. Persons within the LEP population represent 52%. While other LEP persons are within out service area, no other language has a population of speakers that exceeds the 5% threshold detailed in Executive Order 13166.

Task #1 – Language Assistance Services

Porterville Transit has sufficient methods in place to ensure LEP persons have access to Porterville Transit services. The following table lists Porterville Transit's language assistance services:

Item	Where Available	Recommended Action
Translated Media	Ensure dissemination of information through multiple media outlets.	Continue ensuring that media releases are translated and disseminated accordingly to LEP persons.
Travel Training for LEP persons	Travel Trainers provide training on a regular basis and have a full time Spanish speaking employee to ensure that large portion of Spanish speaking LEP persons are served.	Continue these services and ensure that staff levels allow the travel training program to have Spanish speaking employee.
Interpreter at Public hearings	Provide interpreters at all public hearings to promote attendance and engagement by Spanish speaking LEP persons.	Continue interpreter services.
Bus Schedules	Provide bus schedules, fares and information about available services in both English and Spanish and is available on all buses and in customer service locations.	Continue to print and update bus schedules to ensure information is readily available to the public. Install bus schedule racks in all buses and customer service locations.
Passenger Surveys in Spanish	Conduct ridership surveys every 3 years.	Continue rider surveys
Translated Website	Website can be translated in Spanish.	Continue Google Translate
Social Media	Develop methodology and procedures for maintaining social media accounts.	Ensure that translations are available to the LEP population.
Bilingual Staff	Ensure adequate number of bilingual bus operators. Ensure all customer service representatives are bilingual	Ensure that all staff know that bilingual staff is available to ensure that LEP persons are being assisted.

Task #2 – Providing Notice about Language Assistance to LEP Persons

Porterville Transit employs a variety of methods to communicate with customers and the public. These include printed schedule information, signs inside vehicles and downtown transit center, website, Facebook, news releases, advertising, community meetings and presentations, and flyers through multiple media outlets.

Task #3 – Providing Notice of Available Language Services

Porterville Transit staff understand the value of assisting the community and is trained on how to direct individuals to bilingual staff or the Porterville Transit website which translates content in Spanish. Furthermore, anytime public feedback is needed for a major service change or fare change, Porterville Transit will utilize multiple media outlets, flyers, and news releases in Spanish and English.

Task #4 – Employee Training

Porterville Transit trains staff to help minimize barriers when working with individuals that have difficulty speaking English. Training includes a video that helps staff to better understand how to interact with individuals that have limited English proficiency and techniques on how to direct individuals where to find the information they need to locate assistance further so they can access Porterville Transit services.

Task #5 – Monitoring and Updating the LEP Plan

The DOT LEP Guidance suggests that agencies conduct internal monitoring of their system to determine whether language assistance measures and staff training programs are working. Porterville Transit will continue to work with bilingual staff, community members, and the LEP population to determine if employees are responding appropriately to request made with limited English or in a language other than English. Porterville Transit will consider implementation of this guidance using available resources such as bilingual staff and ridership surveys.

Evaluation may result in expansion of language assistance measures that are effective, or the modification or elimination of measures which are not effective. If Porterville Transit expands or reduces service in areas with high concentrations of LEP persons, the agency will examine methods to best provide language assistance measures to those areas.

The Implementation Plan will be conducted every three years and will include the following:

- Determination of any changes to the LEP population or areas served;
- Annual number of documented LEP person contacts encountered, where possible;
- How the needs of LEP persons have been addressed;
- Determination if the need for services has changed;

- Determination if interpretative services have been effective and sufficient to meet the needs;
- Determination if complaints have been received concerning Porterville Transit's failure to meet the needs of LEP.



System-Wide Service Standards & Policies



Porterville Transit Title VI Program (2019-2022)
November 5, 2019

Title VI Program Transit Provider Requirements

To comply with Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA Circular 4702.1B, the FTA requires all transit providers to:

- Set system-wide service standards and policies regarding:
 - Load factor
 - Vehicle headways
 - On-time performance
 - Equitable distribution of services, vehicles and amenities

This section will demonstrate the means by which Porterville Transit fulfills these requirements that are specific to transit providers pursuant to FTA Circular 4702.1B,

Service Standards

Service standards guide service planning decisions, including system structure, route alignments, stop locations, service span and frequency, and areas of the community served. The following section describes a series of system-wide service standards that fulfill the service standard requirements in FTA Title VI. Title VI requires all fixed route transit service providers to develop quantitative standards for all fixed route modes of operation for the indicators listed below. Porterville Transit only operates fixed route bus service, so all service standards are applicable to this mode. The following is what is required taken directly from Title VI Circular FTA C 4702.1B. Service Standards were initially adopted by the City Council in 1995 with later revision being made during the Title VI Program update in 2013 and 2016.

Service Standard Objectives

- Monitor Vehicle Load metrics for each mode and methods to ensure compliance
- Monitor Vehicle Headway metrics for each mode and methods to ensure compliance
- Monitor On-Time Performance metrics for each mode and methods to ensure compliance
- Monitor Service Availability for each mode and methods to ensure compliance.

Vehicle Loads

The FTA Title VI Circular describes vehicle loads as follows:

Vehicle load can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees. A vehicle load standard is generally expressed in terms of peak and off-peak times. Transit providers that operate multiple modes of transit must describe the specific vehicle load standards for peak and off-peak times for each mode of fixed route transit service (i.e., bus, express, bus rapid transit, light rail, heavy rail, commuter rail, passenger ferry, etc., as applicable), as the standard may differ by mode.

Porterville Transit has adopted a load standard of 1.25 for its fixed route service during the peak operating period and should not exceed the vehicles achievable capacities. A 1.25 indicates that all seats are taken and no more than 25% of riders are standing. If it is observed that a trip/route is consistently reaching or exceeding a 1.25 load factor, steps will be taken to add frequency or an overload service to minimize over-crowding.

Maximum Load Factor Standard Thresholds Vehicle

Vehicle Type	Capacity	Seated	Standing	Total	Load Factor
29' Bus	23	23	6	29	1.25
35' Bus	38	38	9	47	1.25
40' Bus	44	44	11	55	1.25

Porterville Transit staff has determined that there is no need to develop a vehicle load standard for its Demand Response services due to the fact that the majority of paratransit trips are dispatched to serve a single customer.

Vehicle Headways

The FTA Title VI Circular describes vehicle headways as follows:

Vehicle headways is the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Vehicle headways are measured in minutes (e.g., every 15 minutes); service frequency is measured in vehicles per hour (e.g., 4 buses per hour). Headways and frequency of service are general indications of the level of service provided along a route. Vehicle headway is one component of the amount of travel time expended by a passenger to reach his/her destination. A vehicle headway standard is generally expressed for peak and off-peak service as an increment of time (e.g., peak: every 15 minutes; and off peak: every 30 minutes). Transit providers may set different vehicle headway standards for different modes of transit service. A vehicle headway standard might establish a minimum frequency of service by area based on population density. For example, service at 15-minute peak headways and 30-minute off-peak headways might be the standard for routes serving the most densely populated portions of the service area, whereas 30-minute peak headways and 45-minute off-peak headways might be the standard in less densely populated areas. Headway standards are also typically related to vehicle load. For example, a service standard might state the vehicle headways will be improved first on routes that exceed the load factor standard or on routes with the highest load factors.

Porterville Transit buses generally operate with 40 to 80-minute headways, depending on the line, with the schedule and frequencies set up to facilitate time transfers at the Transit Center. While service hours vary among routes, most fixed-route services operate between 6:00 am to 10:40 pm on weekdays, 8:00 am and 10:40 pm on Saturdays, and 8:00 am and 6:00 pm on Sundays. The table below provides the specific operating hours and frequencies for each route.

Line/Service	Operating Hours	Frequency (minutes)
1	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	40
2	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	40
3	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	40
4	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	40
5	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	40
6	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	40
7	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	80
8	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	80
9	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	60
COLT	6:00am – 10:40 pm weekdays 8:00am – 10:40 pm Saturday 8:00am – 6:00 pm Sunday	Demand-Response

On-Time Performance

The FTA Title VI Circular describes on-time performance as follows:

On-time performance is a measure of runs completed as scheduled. This criterion first must define what is considered to be “on time.” For example, a transit provider may consider it acceptable if a vehicle completes a scheduled run between zero and five minutes late in comparison to the established schedule. On-time performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along the route. Some transit providers set an on-time performance standard that prohibits vehicles from running early (i.e., ahead of schedule) while others allow vehicles to run early within a specified window of time (e.g., up to five minutes ahead of schedule). An acceptable level of performance must be defined (expressed as a percentage). The percentage of runs completed system-wide or on a particular route or line within the standard must be calculated and measured against the level of performance of the system. For example, a transit provider might define on-time performance as 95 percent of all runs system-wide or on a particular route or line completed within the allowed “on-time” window.

Porterville Transit regularly monitors on-time performance to increase service reliability and determine if running time changes are needed. As part of the annual schedule update process, running times on each route are reviewed and adjusted as warranted by changing traffic conditions.

Porterville Transit has previously established an on-time performance goal of 95 percent for all modes. Fixed Route operates between 0 and 5 minutes before a Fixed Route bus is considered late. Demand Response operates between 0 and 15 minutes before a Demand Response paratransit vehicle is considered to be late.

Service Availability

The FTA Title VI Circular describes service availability as follows:

Service availability is a general measure of the distribution of routes within a transit provider’s service area. For example, a transit provider might set a service standard to distribute routes such that a specified percentage of all residents in the service area are within a one-quarter mile walk of bus service or a one-half mile walk of rail service. A standard might also indicate the maximum distance between stops or stations. These measures related to coverage and stop/station distances might also vary by population density. For example, in more densely populated areas, the standard for bus stop distance might be a shorter distance than it would be in less densely populated areas, and the percentage of the total population within a one-quarter mile walk of routes or lines might be higher in

less densely populated areas than it would be in less densely populated areas. Commuter rail service or passenger ferry service availability standards might include a threshold of residents within a certain driving distance as well as within walking distance of the stations or access to the terminal.

The Porterville Transit approach to service availability is shaped largely by the Porterville Transit Sustainability Policy. This policy mandates the use of a market-based approach in determining when and where transit service will be operated. More specifically, it “provides a framework for the efficient and effective expenditure of transit funds, and for realizing the highest return on investment in terms of public good and ridership productivity.” Therefore, instead of requiring Porterville Transit to make service available to a larger geographic region, these guidelines enable Porterville Transit to provide frequent, high-quality service to the areas with the highest ridership demand. This approach has proven to be particularly effective at fulfilling the transit needs of Tulare County’s minority and low income populations.

Although Porterville Transit utilizes this ridership-based approach to service availability, the agency has developed stop-spacing standards for each route categories. These standards are based on the current average distance between stops for all of the routes for each category. Distances between individual stops vary significantly based on nearby land uses, development densities, geographic characteristics, ridership demand and other local conditions.

Porterville Transit distributes bus service so that the majority of all residents within the service area are within a ¼ mile walk of bus service. Dial-A-Ride paratransit service operates on an eligibility basis throughout the entire service area, at a regular rate when the origin and destination are within ¾ of a mile of the service boundary.

Ridership Productivity

Porterville Transit’s Sustainability Policy identifies a series of ridership-based standards that are used to monitor and evaluate route performance. Based on historical ridership and staff analysis, the primary standard for measuring service performance is boarding’s per revenue hour. For evaluation purposes, a specific standard is applied to each route category and day. This standard is recalibrated each quarter based on the average boarding’s per revenue hour for each route category with a minimum standard of 15 boarding’s per revenue hour. Bus routes that consistently operate below their respective thresholds and are unresponsive to marketing, restructuring, and operational refinements are subject to discontinuation.

A complete summary of the minimum ridership productivity standards by service category is shown below.

Ridership Productivity Standards

Category	Weekday	Saturday	Sunday
Core	15.0	13.0	12.0
Local	15.0	13.0	12.0

Community Bus	Not Provided
Express/Limited Stop	Not Provided
Bus Rapid Transit	Not Provided
Light Rail	Not Provided

System-wide Service Policies

These policies are intended to provide guidance and instruction to ensure that vehicle assignment and passenger amenity distribution practices do not result in discrimination on the basis of race, color or national origin.

Vehicle Assignment

The FTA Title VI Circular describes vehicle assignment as follows:

Vehicle assignment refers to the process by which transit vehicles are placed into service in depots and on routes throughout the transit provider's system. Policies for vehicle assignment may be based on the age of the vehicle, where age would be a proxy for condition. For example, a transit provider could set a policy to assign vehicles to depots so that the age of vehicles at each depot does not exceed the system-wide average. The policy could also be based on the type of vehicle. For example, a transit provider may set a policy to assign vehicles with more capacity to routes with higher ridership and/or during peak periods. The policy could also be based on the type of service offered. For example, a transit provider may set a policy to assign specific types of vehicles to express or commuter service. Transit providers deploying vehicles equipped with technology designed to reduce emissions could choose to set a policy for how these vehicles will be deployed throughout the service area.

The Porterville Transit fleet features over 20 active vehicles. The bus fleet includes a mix of four different vehicle types: standard 30-foot diesel buses, 30-foot compressed natural gas (CNG) buses, and 40-foot battery-electric buses. Buses are typically assigned to the operational or ridership characteristics of certain routes.

Currently, all CNG buses must operate as the active fleet. Starting 2020, the primary fleet will be the 40-foot battery-electric buses.

Transit Amenities Distribution

The investment and equitable distribution of transit amenities by Porterville Transit is predicated on several factors. The main factor taken into consideration is ridership demand, which is driven by existing and projected development in the service area.

Amenity distribution is guided by productivity standards. Stops are assigned a class based on average weekday ridership, which stipulates the minimum recommended amenities to be provided at fixed route stops based on the number of average weekday boarding's:

- Class I: Less than 10 daily average weekday boarding's
- Class II: 10 to 20 daily average weekday boarding's
- Class III: More than 20 daily average weekday boarding's

The average weekday boarding thresholds are based on best practices contained in TCRP Report 19, adapted to Porterville Transit.

Amenities Distribution by Stop Class (Boarding's)

Amenity	Class I <10 daily boarding's	Class II 10-20 daily boarding's	Class III >20 daily boarding's
No Parking Restriction	Recommended at all stops		
ADA 5' x 8' Landing Pad	Required at all stops, unless reasonably justified		
Bus Stop Sign	Required at all stops		
Rider Information Panel	Required at all stops		
Bench	Optional	Recommended	Required
Shelter	Optional	Optional	Required
Lighting	Optional	Optional	Required

Porterville Transit Language Assistance Plan

Passenger Survey

In order for the Porterville Transit bus system to meet the needs of persons with Limited English Proficiency (LEP) we are conducting a simple survey. We appreciate your input, thank you!

1. How well do you read English? ☐ Very Well ☐ Somewhat well ☐ Not very well
 2. How well do you speak English? ☐ Very Well ☐ Somewhat well ☐ Not very well
 3. Do you speak a language other than English at home? ☐ No ☐ Yes, I speak _____
 4. Which destinations do you most often use the transit system for? (select all that apply)
☐ Work ☐ Shopping ☐ Medical ☐ Recreation ☐ School
☐ Social Service ☐ Other _____
 5. How often do you use the Porterville Transit service each month?
☐ 1-5 time ☐ 6-10 times ☐ More than 10 times
 6. Have you ever called the Transit Office?
☐ Yes ☐ No
- If yes, how well were you able to communicate with the staff?
☐ Very Well ☐ Somewhat well ☐ No very well
7. How do you get information about Porterville Transit services? (select all that you use)
☐ Ask bus drivers ☐ Read maps & schedules ☐ Transit website
☐ Call the Transit Office ☐ Ask other people ☐ Other _____
 8. Other than riding the bus, do you have access to and drive a vehicle sometimes?
☐ Yes ☐ No
 9. Do you have friends or family who speak little to no English, and do not use the bus system?
☐ Yes ☐ No

If yes, to the best of your knowledge, what is the reason they do not use the bus system?

- ☐ They prefer driving their own vehicle
☐ They do not understand the system due to language limitations
☐ The bus schedules/destinations do not fit their needs
☐ Other: _____

Comments or questions: _____

Plan de asistencia de idioma de tránsito de Porterville
Para Ayudar Con el Idioma ~ Encuesta Para los Pasajeros

Para poder ayudar a las personas de Ingles limitado, Porterville Transit está llevando a cabo una encuesta sencilla. ¡Apreciamos su cooperación. Muchas gracias!

1. ¿Qué tan bien lee usted Inglés? ☐ Muy bien ☐ Algo bien ☐ No muy bien
2. ¿Qué tan bien habla usted Inglés? ☐ Muy bien ☐ Algo bien ☐ No muy bien
3. ¿Habla usted una idioma otro de Inglés en casa? ☐ No ☐ Si, hablo _____
4. ¿Para ir a cuál de estos sitios o lugares, lo usa usted?
☐ El trabajo ☐ La escuela ☐ De compras ☐ Servicios Sociales
☐ Servicios Médicos ☐ Recreación ☐ Otro _____
5. ¿Qué tan seguido usa usted el sistema de transportación publica de Porterville por mes?
☐ 1 a 5 veces ☐ 6 a 10 veces ☐ Más de 10 veces
6. ¿Alguna vez ha llamado a la oficina de transito de Porterville?
☐ Si ☐ No
Y si ha llamado, ¿qué tan bien pudo comunicarse con el personal?
☐ Muy bien ☐ Algo bien ☐ No muy bien
7. ¿Cómo obtiene información acerca del servicio de transportación publica de Porterville?
(Marcar todas las que use.)
☐ Le pregunto al conductor ☐ Consulto mapas y horarios
☐ Voy al sitio/website de Porterville Transit ☐ Llamo a la oficina de transito
☐ pregunto a otra personas ☐ Otro _____
8. Aparte de usar autobús/camión, ¿usted tiene acceso a otro tipo de transporte?
☐ Si ☐ No
9. ¿Tiene familiares o amistades que hablan poco o no Ingles y que no usan el sistema de transportación publica?
☐ Si ☐ No
Si contesto si, ¿según usted, cuál sería la razón por la que no lo usan?
☐ Prefieren usar su propio auto.
☐ No entienden el sistema porque no entienden el Ingles muy bien.
☐ Los horarios y sitios o lugares no les convienen.
☐ Otro: _____

Comentarios o preguntas: _____

Porterville Transit Language Assistance Plan

Staff Survey

In order for the Porterville Transit bus system to meet the needs of persons with Limited English Proficiency (LEP) as well as the drivers and office staff who may have occasion to assist LEP passengers, we are conducting a simple survey which may aide in the development of our Language Assistance Plan. Please take a moment to complete the survey below.

(Feel free to use the back of survey if you need more room)

1. Can you communicate in a language other than English? ☐Yes ☐No
If so, the name of the language: _____
To what proficiency? ☐Fluently ☐Somewhat(can get by ok) ☐Barely (very limited)
2. How many times during your employment here have you interacted in any capacity with someone who did not speak English proficiently? _____ times in _____years/months
3. Briefly describe the most involved incident (including their language if you recognized it):

4. Did you feel you were able to assist the person? ☐Yes ☐No
(Why/why not)

5. Can you think of any resources/tools that could help staff be better equipped to assist LEP persons?

6. Can you speculate as to why more persons with limited English do not use the transit system?

7. Can you think of a way we can pro-actively encourage more LEP ridership?

Your input and experience are valuable...thank you for taking the time to help make Porterville Transit the best transit system we can.

Your Name (print): _____

RESOLUTION NO. _____ - 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AFFIRMING AND APPROVING
THE 2019 TITLE VI PROGRAM UPDATE**

WHEREAS, pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq (“the Act”) and 49 CFR Part 21, the U.S. Department of Transportation and the Federal Transit Administration (FTA) prohibit discrimination on the basis of race, color or national origin; and

WHEREAS, as a recipient of federal funds, the City of Porterville is required to comply with the requirements of the Act and applicable implementing regulations; and

WHEREAS, pursuant to FTA Circular 4702.1B, the City of Porterville is required to submit its Title VI Program to its governing entity for approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville does hereby affirm and approve the City’s 2019 Title VI Program as set forth in the attachment entitled “2019 Title VI Program Update.”

PASSED, ADOPTED AND APPROVED this 5th day of November, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Extension of Time for the Royal Oaks Vesting Tentative Subdivision Map

SOURCE: Community Development

COMMENT: On August 1, 2006, the City Council adopted Resolution 100-2006, approving the 193-lot Royal Oaks Vesting Tentative Subdivision Map, 191 of which were single-family residential lots. Of the two (2) remaining lots, one (1) lot, approximately 1.1 acres in size, was dedicated as a City pocket park and the other lot was conveyed to the Poplar Irrigation Company. The 40.39± acre vacant parcel is generally located on the east side of Indiana Street between Brown Avenue and the Poplar Ditch.

Section 66452.6(e) of the California Government Code, the Subdivision Map Act, allows the Council to grant extensions of time for tentative subdivision maps for a period, or periods, not exceeding a total of six (6) years. As a result of the series of legislative map extensions approved by the California legislature through Assembly Bills 208, 116, and 1303, this map has received four (4) years of legislative extensions. While these do not count towards the statutory limit of six (6) years identified in §66452.6(e), it is noteworthy in that the City has adopted a new General Plan and approved a comprehensive revision of the zoning and subdivision ordinances, known as the Porterville Development Ordinance. Given the Royal Oaks map was a vesting tentative map, the subsequent development will not be held to the new design and development standards of the City.

In June 2018, the City Council approved Resolution 40-2018, granting an extension of 36 months to the map. The expiration date of the Royal Oaks Vesting Tentative Subdivision Map, in light of that extension, is August 1, 2021. On September 27, 2018, Assembly Bill 2973 was approved, providing another legislative extension for maps meeting certain criteria. The subject map meets these criteria, and the applicant has requested that the Council extend the expiration date of the Royal Oaks Vesting Tentative Subdivision Map by an additional 24 months. As a component of the initial entitlement, the City Council adopted Resolution 99-2006, containing findings in support of approval of a Mitigated Negative Declaration for the map; the requested extension would not require any additional environmental review.

The applicant and agent have been working with staff to prepare the public improvement plans, which will assist in preparation of a final map. Approval of the time extension will allow that work to be completed, and will provide the developer an opportunity to keep the map active and fulfill the development

requirements of the subdivision.

RECOMMENDATION: That the City Council adopt the draft Resolution approving a 24-month extension of time for the Royal Oaks Vesting Tentative Subdivision Map.

ATTACHMENTS:

1. Resolution 40-2018
2. Draft Resolution
3. Exhibit A - Royal Oaks Vesting Map

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 40 -2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF A 36 MONTH
EXTENSION OF TIME FOR THE ROYAL OAKS VESTING SUBDIVISION MAP
GENERALLY LOCATED ON THE EAST SIDE OF INDIANA STREET BETWEEN BROWN
AVENUE AND THE POPLAR DITCH

WHEREAS: On August 1, 2006, the City Council of the City of Porterville adopted Resolution 99-2006, approving a Mitigated Negative Declaration of environmental impact for the Royal Oaks Vesting Tentative Subdivision map;

WHEREAS: On August 1, 2006, the City Council of the City of Porterville adopted Resolution 100-2006 approving a Vesting Tentative Subdivision Map for the Royal Oaks Subdivision (Exhibit A);

WHEREAS: The Porterville City Council at its regularly scheduled meeting of July 1, 2009, considered and approved a 12 month extension of time request for the Royal Oaks Vesting Subdivision Map (Resolution 57-2008), in accordance with Section 66452.6(a) of the State Map Act;

WHEREAS: Section 66452.6 (e) of the State Map Act allows the City Council to grant extension of time for tentative map (both subdivision and parcel maps) for a period not to exceed a total of six years, in addition to the time allowed by Section 66452.6 (a);

WHEREAS: On July 21, 2009, the Porterville City Council at its regularly scheduled meeting, considered and approved a 36-month extension of time request for the Royal Oaks Vesting Subdivision Map (Resolution 70-2009), in accordance with Section 66452.6 (e);

WHEREAS: As a result of the series of legislative map extensions approved by the California legislature through Assembly Bills 208, 116, and 1303, this map has received four years of legislative extensions. While these do not count towards the statutory limit of six years identified in §66452.6(e) of the Government Code, it is noteworthy in that the City has adopted a new General Plan and approved a comprehensive revision of the zoning and subdivision ordinances, now known as the Development Code. Because Royal Oaks was a vested tentative map, the subsequent development will not be held to the new design and development standards of the City, and; and

WHEREAS: The extension of time will allow the developer an opportunity to keep the map active and fulfill the development requirements for the proposed subdivision.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve a 36 month extension of time for Royal Oaks Vesting Subdivision Map and that the conditions specified in City Council Resolutions 99-2006, 100-2006, 57-2008 and 70-2009 shall remain in full force and effect. Said extension of time shall commence on July 21, 2018 and shall expire on July 21, 2021.

PASSED, APPROVED AND ADOPTED this 19th day of June, 2018.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

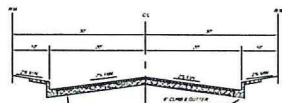
By: 

Patrice Hildreth, Chief Deputy City Clerk

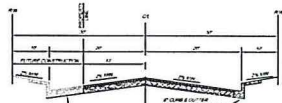
VESTING TENTATIVE TRACT MAP

ROYAL OAKS VIEW

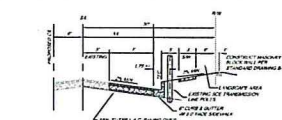
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 2, T22S, R27E, M08&M
PORTERVILLE, CALIFORNIA



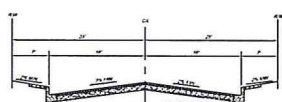
TYPICAL SECTION: WILLOW OAK AVE. - ROYAL OAK AVENUE
COTTAGE AVE. - WHITE OAK STREET
NOT TO SCALE



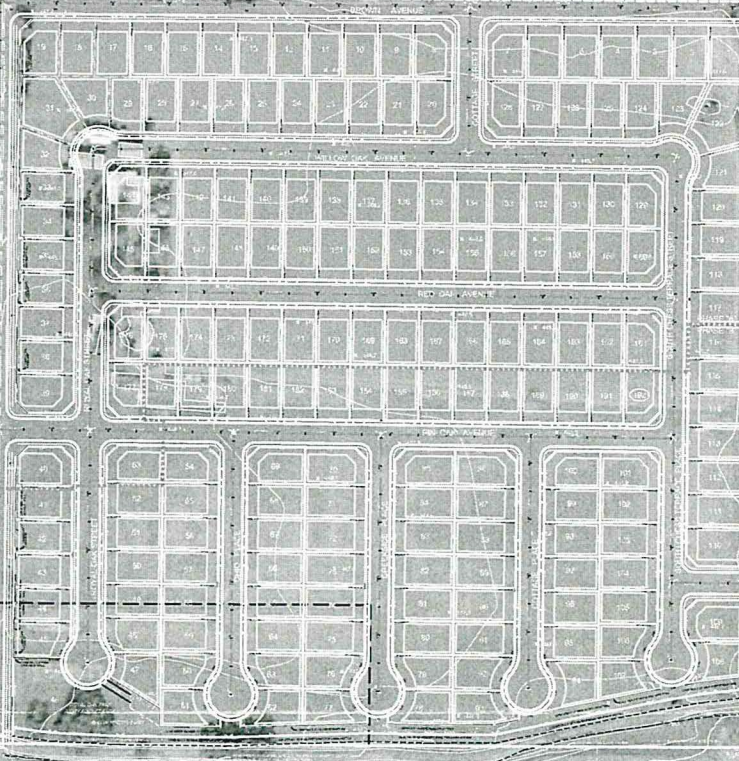
TYPICAL SECTION: BROWN AVENUE
VIEW TO EAST
NOT TO SCALE



TYPICAL SECTION: INDIANA STREET
VIEW TO NORTH
NOT TO SCALE



TYPICAL SECTION: RED OAK AVE. - WATER OAK AVE.
PINE OAK AVE. EAST OF ROYAL OAK AVE. - LONE OAK PL.
LIVE OAK PL. - BUR OAK PL.
NOT TO SCALE



OWNERS:

LEWIS, JILL AND PATRICK L. KELLY
PO BOX 1000
MERCED, CA 95361

CHERRYBROOK, LLC
1001 NORTH SILENT AVE.
MERCED, CA 95361

ALBION HOLDINGS
1001 NORTH SILENT AVE.
MERCED, CA 95361

PREPARED BY:
J. & J.
LANDMARK SURVEYING AND ENGINEERING
1001 NORTH SILENT AVE.
SUITE 100
MERCED, CA 95361

SITE SIZE: 40.31 ACRES (SINGLES
1994 - 2004) & 2004-2005
PRESENT OWNERS: PLANNED DEVELOPMENT - LOW DENSITY RESIDENTIAL
PROPOSED USE: VACANT PROPERTY AND A RESIDENTIAL
DEVELOPMENT - CITY OF PORTERVILLE
ELECTRIC, GAS
GAS, AND GAS COMPANY
PROPOSED
PROPOSED USE: VACANT PROPERTY AND A RESIDENTIAL
PROPOSED USE: RESIDENTIAL - SINGLE FAMILY
TOTAL NUMBER OF PARCELS: 100 LOTS



VESTING TENTATIVE TRACT MAP
ROYAL OAKS VIEW

DRAFT
03.15.06



CITY OF PORTERVILLE VESTING TENTATIVE TRACT MAP		
TULARE COUNTY	SECTION 2, T22S, R27E, M08&M	CALIFORNIA
SCALE: AS SHOWN	DATE: 07.10.05	
DRAWN: KVF	Sheet 1 of 3	13

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 19th day of June, 2018.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	FLORES
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF A 24 MONTH
EXTENSION OF TIME FOR THE ROYAL OAKS VESTING SUBDIVISION MAP
GENERALLY LOCATED ON THE EAST SIDE OF INDIANA STREET BETWEEN BROWN
AVENUE AND THE POPLAR DITCH

WHEREAS: On August 1, 2006, the City Council of the City of Porterville adopted Resolution 99-2006, approving a Mitigated Negative Declaration of environmental impact for the Royal Oaks Vesting Tentative Subdivision map;

WHEREAS: On August 1, 2006, the City Council of the City of Porterville adopted Resolution 100-2006 approving a Vesting Tentative Subdivision Map for the Royal Oaks Subdivision (Exhibit A);

WHEREAS: The Porterville City Council at its regularly scheduled meeting of July 1, 2009, considered and approved a 12 month extension of time request for the Royal Oaks Vesting Subdivision Map (Resolution 57-2008), in accordance with Section 66452.6(a) of the State Map Act;

WHEREAS: Section 66452.6 (e) of the State Map Act allows the City Council to grant extension of time for tentative map (both subdivision and parcel maps) for a period not to exceed a total of six years, in addition to the time allowed by Section 66452.6 (a);

WHEREAS: On July 21, 2009, the Porterville City Council at its regularly scheduled meeting, considered and approved a 36-month extension of time request for the Royal Oaks Vesting Subdivision Map (Resolution 70-2009), in accordance with Section 66452.6 (e);

WHEREAS: As a result of the series of legislative map extensions approved by the California legislature through Assembly Bills 208, 116, and 1303, this map has received four years of legislative extensions. While these do not count towards the statutory limit of six years identified in §66452.6(e) of the Government Code, it is noteworthy in that the City has adopted a new General Plan and approved a comprehensive revision of the zoning and subdivision ordinances, now known as the Development Code. Because Royal Oaks was a vested tentative map, the subsequent development will not be held to the new design and development standards of the City;

WHEREAS: On June 19, 2018, the City Council approved a 36-month extension of time for the map in accordance with Section 66452.6(e) of the Subdivision Map Act (Resolution 40-2018); and

WHEREAS: In September 2018, Assembly Bill 2973 was approved, providing another legislative extension of up to 24 months for maps meeting certain criteria. The subject map meets these criteria, and the applicant has requested that the City Council extend the expiration date of the Royal Oaks Vesting Tentative Subdivision Map by an additional 24 months. The extension of time will allow the developer an opportunity to keep the map active and fulfill the development

requirements for the proposed subdivision.

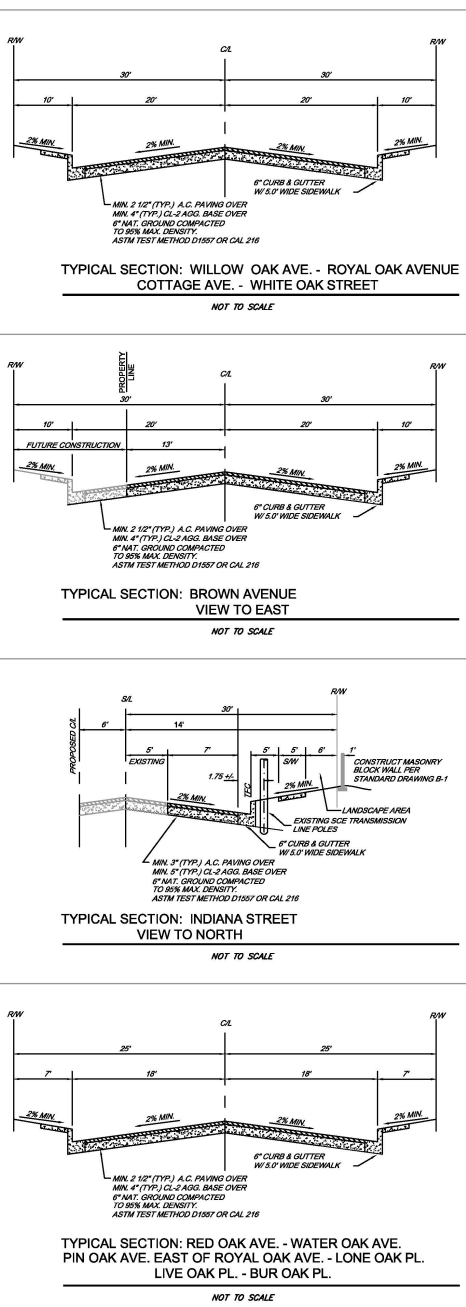
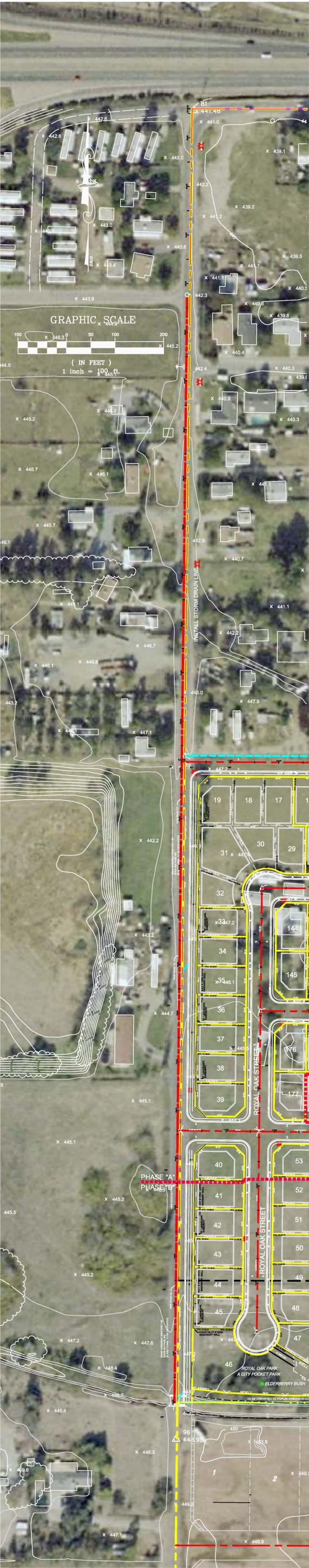
NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve a 24 month extension of time for Royal Oaks Vesting Subdivision Map and that the conditions specified in City Council Resolutions 99-2006, 100-2006, 57-2008 and 70-2009 shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 5th day of November, 2019.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



OWNERS:

LEROY G. KELLY AND PATRICIA E. KELLY
PO BOX 3559
MERCED, CA 95344

CAL-MERCED, INC.
Defined Benefits Plan
PO BOX 3559
MERCED, CA 95344

SUBDIVIDERS:

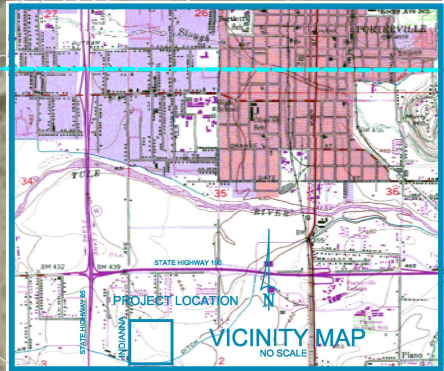
PACIFIC HOLT CORPORATION
PO BOX 3559
MERCED, CA 95344

PREPARED BY:

LANDMARK SURVEYING AND ENGINEERING
3101 NORTH SILLECT AVE.
SUITE 105
BAKERSFIELD, CA 93308

STATISTICS

SITE SIZE: 40.39 ACRES GROSS
APN: 289-120-001 & 269420-002
PRESENT GENERAL PLAN DESIGNATION: LOW DENSITY RESIDENTIAL
PRESENT ZONING: R-1 ON ANNEXATION
SEWER: CITY OF PORTERVILLE
WATER: CITY OF PORTERVILLE
ELECTRIC: SCE
GAS: SBC GAS COMPANY
PHONE: SBC
EXISTING USE: VACANT PROPERTY AND A RESIDENCE
PROPOSED USE: RESIDENTIAL - SINGLE FAMILY
TOTAL NUMBER OF PARCELS: 194 LOTS



VESTING TENTATIVE TRACT MAP
ROYAL OAKS VIEW

DRAFT
03.15.06



CITY OF PORTERVILLE			
VESTING TENTATIVE TRACT MAP			
SECTION 2, T22S, R27E, MDB&M			
TULARE COUNTY		CALIFORNIA	
SCALE: AS SHOWN	DATE: 07.10.05		
DRAWN: KHV	Sheet 1 of 3		



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Confirmation and Restatement of Ordinance 1854

SOURCE: Administrative Services

COMMENT: On April 2, 2019, the City Council conducted a Public Hearing to consider the approval of draft Ordinances to allow the establishment and operation of commercial adult-use cannabis dispensaries. The meeting was continued to April 16 and staff was directed to amend a variety of items.

On April 16, 2019, the Council approved the first reading of three Ordinances: 1853, 1854 and 1855. Ordinance No 1854 was specifically amended to remove sensitive uses from all of the proposed zones, with those specific changes noted in the record.

On May 7, 2019, the Council approved the second readings of the three aforementioned Ordinances. It was later discovered that the version of the executed Ordinance inadvertently omitted the approved amendments removing the restrictions for sensitive uses in the Downtown Districts.

At this time, staff requests the Council to acknowledge and confirm the clerical corrections that it previously approved. A redline version of Ordinance 1854 is attached which identifies the items as Council directed.

Table 202.02 identifies Land Use Regulations in the Downtown Districts. The specific amendment is on Page 5 which deleted the additional requirement within 500 feet of a sensitive use "(16)".

Page 16 of the Ordinance included a definition for a "Sensitive Use" that should have been removed.

Page 18 (Section 301.23 (G)1) of the Ordinance is modified to reflect what was read into the record as the Council approved language:

"Commercial Cannabis Dispensary uses shall be allowed to be established and operated by Business Owners (as defined in Section 15-85 of this Code), that meet all of the requirements specified in this Section and Chapter 15, Article VII of this Code, in the DR-N, DR-S, DR-D, D-MX, D-GC and Airport Industrial zone districts of the City, subject to having a valid State license for the operations, having a Regulatory Permit from the City, obtaining a City Business License, and having entered into a Development Agreement between the Business Owners and the City. Any cannabis dispensary permitted to be

established shall at all times be in compliance with this section and Article VII of Chapter 15 of this Code, as it may be amended from time to time or repealed and replaced by another section governing Cannabis Dispensary operation, but subject to the terms and conditions within the applicable Development Agreement."

RECOMMENDATION: That the City Council confirm Ordinance 1854; authorize staff to correct the typographical errors in said Ordinance; and authorize the Mayor to execute all documents necessary to confirm the May 7th approval.

ATTACHMENTS: 1. Ordinance 1854 Sensitive use changes - Development Ordinance

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 21 (DEVELOPMENT CODE) OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING CANNABIS LAND USES AND COMMERCIAL CANNABIS ACTIVITIES

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 et seq. and entitled “The Compassionate Use Act of 1996” referred to herein as the “CUA”);

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program (“MMP”), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code;

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need;

WHEREAS, on October 9, 2015, Governor Jerry Brown approved a series of bills commonly referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), effective January 1, 2016, which established a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, storage, distribution and sale of medical cannabis, and which recognized the authority of local jurisdictions to either impose additional restrictions or prohibit certain activities related to the cultivation, manufacture, transportation, storage, distribution and sale of medical cannabis;

WHEREAS, on November 8, 2016, California voters approved the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”). The AUMA added Division 10 to the California Business and Professions Code, Sections 26000, et seq., which grants State agencies the authority to create, issue, renew, discipline, suspend, or revoke licenses for cannabis businesses. The AUMA provides that the State shall begin issuing licenses to cannabis businesses under Division 10 of the California Business and Professions Code by January 1, 2018. California Business and Professions section 26055(e) provides that a State licensing authority shall not approve an application for a State license for commercial non-medical cannabis activity if approval of the State license will violate the provisions of any local ordinance;

WHEREAS, on June 27, 2017, the Governor signed into law Senate Bill 94 which repealed the MCRSA, included certain provisions of the MCRSA in the licensing provisions of the AUMA, and created a single regulatory scheme for both medical and non-medical cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”). The MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether commercial cannabis activity could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that the MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local

ordinances that completely prohibit the establishment or operation of one or more businesses under the State, within that local jurisdiction. Furthermore, the MAUCRSA provides that a State licensing authority shall not approve an application for a State license for a business to engage in commercial cannabis activity if approval of the State license will violate the provisions of any local ordinance or regulation. The MAUCRSA requires that a State licensing authority begin issuing licenses to marijuana businesses beginning January 1, 2018;

WHEREAS, on April 2, 2019, the City Council of the City of Porterville held a public hearing on the proposed Ordinance, at which time all persons interested in the proposed Ordinance had the opportunity and did address the City Council on these matters. Following receipt of public testimony the City Council closed the public hearing; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that the City adopts this ordinance to amend its cannabis regulations to permit the limited development and establishment of commercial cannabis dispensaries, and remove the restrictions on personal cultivation and related activities and prohibitions smoking and use in public places or on private business properties (provided that those restrictions and prohibitions are relocated to Chapter 18 of the Municipal Code by an Ordinance adopted by the City Council concurrently herewith);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY ORDAIN as follows:

SECTION 1. Table 202.02 is hereby amended as follows:

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Residential Use Classifications										
Single Family Dwelling	See sub-classifications below									
<i>Attached</i>	P(1)	-	-	-	P	P	-	-	-	
Multi-family Residential	P(1)	P(2)	-	P	P	P	P(1)	-	-	
Family Day Care Home	See sub-classifications below									
<i>Small</i>	P	P	-	P	P	P	P	-	-	
<i>Large</i>	-	-	-	P	P	P	-	-	-	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(3)	P	P	-	-	-	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Residential Care Facilities, Limited	P	P	-	P	P	P	P	-	-	
Single Room Occupancy Hotels	-	-	-	C(1)	-	-	-	-	-	Section 301.18 Single Room Occupancy Hotels
Public and Semi-Public Use Classifications										
Clubs and Lodges	C(4)	P	P	P	-	-	P(5)	P	-	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	C(5)	C	C	C	-	-	C	C	P	
Community Center	-	-	-	C	-	-	-	-	P	
Cultural Institutions	C(5)	C	C	C	-	-	P	C	P	
Day Care Centers	C	C	C	C	C	C	P	-	C	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Elderly and Long Term Care	-	-	-	-	P	P	P	-	-	
Government Offices	P	P	P	-	-	-	P	-	P	
Instructional Services	P(5)	P	P	P	-	-	P	P	P	
Park and Recreation Facilities, Public	P	P	P	P	P	P	P	P	P	
Religious Facilities	-	-	-	C	C	C	-	-	-	
Residential Care Facilities, General	-	-	-	-	C	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P(4)	P	P	P	-	-	-	-	P	
Social Service Facilities	-	-	-	C	C	C	-	-	-	Section 301.19 Social Service Facilities
Commercial Use Classifications										
Animal Care, Sales, and Services	See sub-classifications below									
<i>Kennels</i>	-	-	C	-	-	-	-	C	-	
<i>Pet Stores</i>	M(6)	P(6)	P(6)	M(6)	-	-	-	P(6)	-	
<i>Veterinary Services, Small</i>	-	-	C	-	-	-	-	P	-	
Artists' Studios	P	P	P	P	-	-	-	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below									
<i>Automobile/Vehicle Rentals.</i>	-	-	-	-	-	-	-	P	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	C(7)	-	-	-	-	P	-	
<i>Automobile/Vehicle Service and Repair, Major.</i>	-	-	C	-	-	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	C(7)	C(7)	-	-	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Washing.</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Service Station</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See sub-classifications below									
<i>Banks and Credit Unions</i>	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Building Materials and Services	-	-	-	-	-	-	-	P(9)	-	
Business Services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Cannabis Dispensary	P	P	P(16)	P(16)	-	-	-	P(16)	-	Municipal Code Chapter 15, Article VII
Commercial Entertainment and Recreation	See sub-classifications below									
<i>Cinema/Theaters</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Downtown Entertainment</i>	-	-	C	C	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below									
<i>Bars/Night Clubs/Lounges</i>	C	C	C	C	-	-	-	C	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	C	C	C	C	-	-	-	C	-	
Food and Beverage Retail Sales, less than 5,000 square feet	P	P	P	P	-	-	P(11)	P	P(11)	Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales, more than 5,000 to 50,000 square feet	P	P	P	P	-	-	-	-	-	Section 301.02 Alcoholic Beverage Sales
Hotels and Motels	C	C	C	C	-	-	-	C	-	
Bed and Breakfasts	-	-	-	P(3)	-	P(3)	P(3)	-	-	
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Medical Facilities	See sub-classifications below									
<i>Medical Clinic</i>	-	P	P	P	-	-	P	P	P	
<i>Professional/Medical</i>	P(13)	P	P	P	-	-	P	P	P	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	C	C	C	-	-	-	P	-	
Offices	See sub-classifications below									
<i>General Offices</i>	P(13)	P	P	P	-	-	P	P	P	
<i>Walk-In Clientele</i>	P	P	P	P	-	-	P	P	P	
Parking, Public or Private	P	P	P	P	P	P	P	P	P	
Personal Services	P	P	P	P	-	-	P	P	-	
Retail Sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail Sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Recycling Facilities	See sub-classifications below									
<i>Reverse Vending Machine</i>	-	P	P	P	-	-	-	P	P	Section 301.14 Recycling Facilities

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Recycling Collection Facility</i>	-	C	-	-	-	-	-	C	C	Section 301.14 Recycling Facilities
Transportation, Communication, and Utilities Use Classifications										
Communication Facilities	See sub-classifications below									
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	P	P	-	-	P	P	P	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	C(14)	C(14)	C(14)	C(14)	-	-	C(14)	C(14)	C(14)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M	M	-	-	-	M	-	Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	-	-	-	-	-	P(5)	P(5)	P	
<i>Recording Studio</i>	-	-	P(6)	P(6)	-	-	-	P(6)	-	
Transportation Passenger Terminals	P(15)	P(15)	P(15)	-	-	-	-	-	-	
Utilities, Minor	P	P	P	P	P	P	P	P	P	
Other Applicable Types										
Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Home Occupations	P	P	P	P	P	P	-	-	-	Section 301.09 Home Occupations
Second Dwelling Unit	-	-	-	-	P	P	-	-	-	Section 301.16 Second Dwelling Unit

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots									
Temporary Use	Section 301.21 Temporary Uses									

Specific Limitations:

1. Residential units allowed only on upper floors unless approved with a Conditional Use Permit. Common ancillary areas are allowed on the ground floor except on Main Street.
2. On Main Street, residential units are allowed only on upper floors unless approved with a Conditional Use Permit.
3. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.
4. Allowed only on upper floors and limited to 5,000 square feet in size.
5. Limited to 5,000 square feet in size.
6. Provided that such use shall be completely enclosed in a building of soundproof construction.
7. Limited to uses conducted wholly within a building enclosed on all sides including the display, storage, repair, and reconditioning of vehicles.
8. Drive-through facilities are prohibited.
9. Bulk storage of sand, gravel, or cement is not allowed.
10. Wholesale services are not allowed.
11. Permitted only as accessory to a primary use.
12. No outdoor operations or outdoor storage are allowed.
13. Limited to 25 percent of ground floor area unless additional floor area is approved with a Conditional Use Permit. No square footage limitation on upper floors.
14. Shall not be located within 300 feet of any R district.
15. Not allowed on Main Street. No repair or storage of vehicles is allowed.

~~**Shall not be located within 500 feet of a sensitive use.**~~

SECTION 2. Table 204.02 is hereby amended as follows:

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
Public and Semi-Public Uses					
Colleges and Trade Schools, Public or Private	C	P	-	-	
Correctional Facility	-	P	P	-	
Cultural Institutions	P	-	-	-	
Day Care Centers	P	P(1)	-	-	
Elderly and Long-term Care	P	-	-	-	
Instructional Services	P	P	-	P	
Residential Care Facilities, General	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P	-	-	-	
Commercial Uses					
Aircraft Sales, Services, and Storage	-	-	-	P	
Animal Care, Sales and Services	See sub-classifications below				
<i>Kennels</i>	-	M	M	-	
<i>Veterinary Services</i>	-	P	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below				
<i>Automobile/Vehicle Repair, Major.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	P	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service, and Rental</i>	-	C	P	-	
<i>Service Station</i>	-	C	C	-	Section 301.05 Auto Service Stations and Car Washing

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Towing and Impound.</i>	-	C	P	-	Section 300.09 Outdoor Storage
Banks and Financial Institutions	See sub-classifications below				
<i>Banks and Credit Unions</i>	P	P(1)	P(1)	P(1)	
<i>Check Cashing Businesses</i>	P	-	-	-	
Building Materials and Services	-	P	P	-	
Business Services	P	P(1)	P(1)	-	
Cannabis Dispensary	-	-	-	P	Municipal Code Chapter 15, Article VII
Commercial Entertainment & Recreation	See sub-classifications below				
<i>Large-Scale</i>	-	C	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small Scale</i>	-	C	-	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below				
<i>Coffee Shops/Cafes</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales	P(2)	P(1)	P(1)	-	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	P	P	-	
Hotels and Motels	-	C	C	-	
Bed and Breakfasts	P(10)	-	-	-	
Light Fleet Based Services	-	P	P	-	
Maintenance and Repair Services	-	P	P	-	
Medical Facilities	See sub-classifications below				
<i>Hospital</i>	P	-	-	-	
<i>Medical Clinic</i>	P	-	-	-	
<i>Professional/Medical</i>	P	-	-	-	
Offices	See sub-classifications below				

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>General Offices</i>	P	P	P	P	
<i>Walk-In Clientele</i>	P	-	-	-	
Parking, Public or Private	P(3)	P	P	-	
Personal Services	P(2)	P(1)	-	-	
Retail Sales	P(2)	P(2)	P(2)	-	
Salvage and Wrecking	-	C	C	C	Section 300.09 Outdoor Storage
<i>Salvage and Wrecking conducted wholly within a building</i>	-	P	P	P	Section 300.09 Outdoor Storage
Sexually Oriented Business	-	P	P	-	Section 301.17 Sexually Oriented Businesses
Wholesaling and Distribution	-	P	P	P	
Industrial Uses					
Construction and Material Yards	-	P	P	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P	P	P	
Industry, General	-	P	P	P	
<i>Alcohol Manufacture</i>	-	C(4)	C	-	
<i>Hazardous Waste Management Facilities</i>	-	C(6)	C	-	
<i>Manufacture, processing, or treatment of materials which may be obnoxious, offensive or hazardous to health and safety of persons and property</i>	-	-	C	-	
Industry, Limited	-	P	P	P	
Recycling Facilities	See sub-classifications below				
<i>Recycling Collection Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				
<i>Chemical, Mineral, and Explosives Storage</i>	-	C	C	C	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Indoor Warehousing and Storage</i>	-	P	P	P	
<i>Personal Storage</i>	-	P	P	P	Section 301.13 Personal Storage
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	P	P	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(7)	M(7)	M(7)	M(7)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	P	P	P	Section 301.20 Telecommunication Facility
<i>Call Center</i>	P(2)	P	P	-	
Freight/Truck Terminals and Warehouses	-	P	P	P	
Heliports	-	C	C	C	
Transportation Passenger Terminals	-	P	P	P	
Utilities, Major	-	P	P	P	
<i>Renewable Energy Facility</i>		C	C	C	
<i>Solid Waste Collection, Treatment, and Disposal</i>	-	-	P	C	
Utilities, Minor	P	P	P	P	
Agriculture and Extractive Uses					
Crop Cultivation, Commercial	M	P	P	M	Section 301.06 Crop Cultivation
Crop Cultivation, Non-commercial	-	P	P	-	
Mining & Quarrying	-	-	C(6)	-	
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures
Additional Uses	-	-	-	P(9)	
Caretaker Unit	-	P(8)	P(8)	-	
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				

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TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
Use Classification	PO	IP	IG	IA	Additional Regulations
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Permitted only as an accessory use that supports industrial uses, business and office parks, and corporate offices. 2. Permitted only as an accessory to a primary office and limited to establishments with a gross floor area less than 5,000 square feet in size. 3. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone. 4. Alcohol manufacture must be located more than 500 feet from the nearest residential, or commercial zoning designation as shown on the Official Zoning Map. 5. On-site hazardous waste management facilities must be accessory and incidental to a primary use. 6. In areas designated as Mineral Resource Zones in the General Plan 7. Prohibited within 300 feet of any R district. 8. For agricultural employees, when located on farms or ranches containing more than 10 acres. 9. Additional uses may be allowed with City Council approval of a Conditional Use Permit. 10. Limited to no more than two rooms in a dwelling rented to not more than four persons. Meals may not be provided to more than four boarders.					

SECTION 3. Section 301.23 is hereby amended as follows:

301.23 Cannabis Cultivation, Use, and Commercial Activities

A. Purpose and Intent

1. The City Council, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of cannabis in the city has caused and is causing ongoing impacts to the community. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the commercial districts. These impacts have also created an increase in response costs, including code enforcement, building, land use, fire, and police staff time and expenses.
2. The City Council finds that the restrictions and/or prohibitions on non-commercial cultivation, commercial marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City

Council's prohibition of such activities is within the authority conferred upon the City Council in its Charter and state law.

3. The purpose of this article is to restrict non-commercial cultivation, and to expressly restrict and/or prohibit the establishment of commercial cannabis uses in the City.

B. Interpretation and Applicability

1. Nothing in this section is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
2. Nothing in this section is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.
3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.
4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.
5. All cultivation activities within city limits shall be subject to the provisions of this section and other applicable provisions of this Code, regardless of whether the cultivation activities existed or occurred prior to adoption of this section.

C. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

1. ***Accessory Structure.*** A residential accessory structure shall include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, and workshops. Any accessory structure must be compliant with Section 301.01 and any other applicable provisions of the Municipal Code.
2. ***“Cannabis”*** (and/or ***“Marijuana”***) means any or all parts of the plant *Cannabis sativa* linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus of *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks

(except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.

3. **“Cannabis accessories”** is defined in Chapter 15, Article VII of this Code.
4. **“Cannabis (or Marijuana) Collective”** or “cooperative or collective” includes any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California, or for the purposes set forth in California Health and Safety Code Section 11362.5 (Compassionate Use Act) of California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).
5. **“Cannabis Dispensary”** is defined in Chapter 15, Article VII of this Code.
6. **“Cannabis product”** is defined in Chapter 15, Article VII of this Code.
7. **“Commercial cannabis activity”** is defined in Chapter 15, Article VII of this Code.
8. **“Concentrated cannabis”** is defined in Chapter 15, Article VII of this Code.
9. **“Personal (Non-commercial) Cultivation”** means any activity involving the growing, planting, harvesting, drying, curing, grading, or trimming, and includes processing of cannabis when done for individual (noncommercial) purposes.
10. **“Delivery”** is defined in Chapter 15, Article VII of this Code.
11. **“Distribution”** is defined in Chapter 15, Article VII of this Code.
12. **“Manufacture”** is defined in Chapter 15, Article VII of this Code.
13. **“MAUCRSA”** means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the California Business and Professions Code, as the same may be amended from time to time.
14. **“Medical cannabis dispensary”** is defined in Chapter 15, Article VII of this Code.
15. **“Processing”** is defined in Chapter 15, Article VII of this Code.

~~**“Sensitive use” means any cemetery, religious institution, school, public building regularly frequented by children, public park, or boys’ club, girls’ club or similar organization.**~~

- D. Severability: If any part of Section 301.23 is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.
- E. Personal (Non-commercial) Cultivation and Other Activities: Personal, non-commercial cultivation and other activities including drying, harvesting, processing, smoking, and use are restricted pursuant to this Section and/or Chapter 18, Article XI of this Code. Nothing shall in this Section shall prohibit a person twenty-one (21) years of age or older from engaging in the cultivation of six (6) or fewer live cannabis plants within a single private

residence, or inside an accessory structure located upon the grounds of a private residence. Alternatively, the six or fewer plants may be grown outdoors within a locked space that is not visible by normal, unaided vision from a public place or from the surrounding properties. Additionally, the following requirements apply:

1. There shall be no exterior evidence of cannabis cultivation occurring at any property, from the public right of way.
2. Cannabis cultivation lighting shall not exceed one thousand two hundred (1,200) watts.
3. If grown in an accessory structure, the structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes). All required electrical permits must be obtained pursuant to the California Codes and applicable regulations, and proper permits must be obtained from the Building Division prior to performing any work on electrical wiring or rewiring.
4. If required by the California Codes, the wall(s) adjacent to the cultivation area shall be constructed with five-eighths inch (5/8") type X moisture-resistant drywall;
5. Cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons;
6. The growing of cannabis outdoors shall comply with setback requirements for the primary residence on the property subject to the zoning classification of the property.
7. Cannabis plants grown outdoors shall be grown in an area enclosed with a solid view obscuring the fence, secured with self-closing and locking gates; and
8. Areas for cultivation of cannabis shall be secured, locked, and fully enclosed, and rendered inaccessible to minors.
9. All restrictions set forth in Chapter 18, Article XI, applicable to cultivation, shall be complied with.

F. Prohibited Uses and Activities

1. With the exception of Cannabis Dispensaries as set forth further in this Section, and as regulated in Chapter 15, Article VII, Commercial cannabis activity, whether or not for profit, is expressly prohibited in all zones, specific plans areas, and overlay zones of the city. No person shall establish, operate, maintain, conduct, allow or engage in commercial cannabis activity anywhere within the city, unless expressly permitted by this Section or elsewhere in the Porterville Municipal Code.

2. A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the city, unless the commercial activity is expressly permitted by this Code, and the activity at that location has been expressly authorized by the City in accordance with applicable City regulations and State laws. A property owner shall not allow any person or business to establish, operate, maintain, conduct, or engage in unauthorized commercial cannabis activity on any real property owned or controlled by that property owner that is located in the city.

3. Unless expressly authorized by this Code, Subsection 1 above shall prohibit all activities for which a State license is required pursuant to MAUCRSA, as the same may be amended from time to time. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity for which a State license is required under the MAUCRSA, as the same may be amended from time to time, except for activities expressly authorized and permitted by the City. The city shall also not issue any local license to a nonprofit entity pursuant to California Business and Professions Code section 26070.5, except as expressly authorized and permitted by the City.

G. Permitted Use

1. Commercial Cannabis Dispensary uses shall be allowed to be established and operated by Business Owners (as defined in Section 15-85 of this Code), that meet all of the requirements specified in this Section and Chapter 15, Article VII of this Code, in the DR-N, DR-S, DR-D, D-MX, D-GC and Airport Industrial zone districts of the City, subject to having a valid State license for the operations, having a Regulatory Permit from the City, obtaining a City Business License, and having entered into a Development Agreement between the Business Owners and the City. ~~Such uses shall also be allowed to be established in the DR-D, D-MX and D-GC zone districts, provided that the dispensary shall not be located within 600 feet of any school (as defined below) or within 500 feet of any other sensitive use, with the distance measurements determined as specified in subsection 3, below.~~ Any cannabis dispensary permitted to be established shall at all times be in compliance with this section and Article VII of Chapter 15 of this Code, as it may be amended from time to time or repealed and replaced by another section governing Cannabis Dispensary operation, but subject to the terms and conditions within the applicable Development Agreement.

2. The number of regulatory permits for cannabis dispensaries is limited to no more than one permit, plus an additional permit for every 25,000 residents. The City Council may reserve one of the allowed permits exclusively for a medical cannabis dispensary use, in conformity with the applicable regulations set forth in Chapter 15, Article VII of this Code.

3. Distance separation from schools. All Cannabis dispensaries shall comply with the distance separation requirements from schools as required by State law. In addition, a Cannabis Dispensary shall not be located within 600 feet from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or

private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school in which education is primarily conducted in private homes. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law.

4. All building property requirements set forth in Article VII, Chapter 15 shall also apply and are hereby incorporated by reference as if set forth fully herein.

5. Cannabis Dispensary uses are additionally subject to all setback, signage, and other requirements applicable to the zone classifications they are located in, in addition to any applicable requirements set forth in Chapter 21 and this Code, as well as the Downtown Design Guidelines, in applicable zone districts.

- H. Enforcement. Any violation of this chapter is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This chapter is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this article, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Porterville Municipal Code, no provision of Section 301.23 or this Code authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by Health and Safety Code Section 11362.71 et seq. or Section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern.

SECTION 4: The Porterville Municipal Code, Section 701.02 is hereby amended as follows:

701.02: LAND USE CLASSIFICATIONS:

Aircraft Sales, Services, and Storage. Uses related to the rental, sales and leasing, storage, repair, and washing of aircraft.

Airports. Facilities for the takeoff and landing of airplanes, including runways, aircraft storage buildings, public terminal buildings and parking, and support activities such as airport operations, crew quarters, and air traffic control.

Animal Care, Sales and Services

Kennels. Facilities for keeping, boarding, training, breeding or maintaining for commercial

purposes, four (4) or more dogs, cats, or other household pets not owned by the kennel owner or operator. This classification excludes pet shops and animal hospitals that provide twenty-four (24) hour accommodation of animals receiving medical or grooming services.

Pet Stores. Retail sales of animals and/or services, including grooming, for animals on a commercial basis. This classification excludes dog walking and similar pet care services not carried out at a fixed location, and excludes pet supply stores that do not sell animals or provide on-site animal services.

Veterinary Services, Small. Medical care for small animals on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services but does not include kennels.

Veterinary Services, Large. Medical care for large animals which generally includes agricultural animals, on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services.

Animal Raising. The raising, grazing, or feeding of animals for animal products, animal increase, or value increase, and dairying as an accessory use on farms with dairy cattle.

Artists' Studios. Work space for artists and artisans, including individuals practicing one (1) of the fine arts or performing arts, or skilled in an applied art or craft. Incidental retail sales of items produced on the premises is required.

Automobile/Vehicle Sales and Services

Automobile/Vehicle Rentals. Rental of automobiles, including storage and incidental maintenance.

Automobile/Vehicle Sales and Leasing. Sales or leasing of automobiles, boats, motorcycles, trucks, and motor homes, including storage and incidental maintenance.

Automobile/Vehicle Repair, Major. Repair of automobiles, trucks, motorcycles, motor homes, boats and recreational vehicles, including the sale, installation, and servicing of related equipment and parts, generally on an overnight basis. This classification includes auto repair shops, body and fender shops, and transmission shops, but excludes vehicle dismantling or salvaging and tire retreading or recapping.

Automobile/Vehicle Service and Repair, Minor. The service and repair of automobiles, light-duty trucks, boats, and motorcycles, including the sale, installation, and servicing of related equipment and parts. This classification includes quick-service oil, tune-up, wheel and brake shops, auto glass services, tire sales and installation, muffler shops and upholstery shops where repairs are made or service provided in enclosed bays and no vehicles are stored overnight. This classification excludes establishments providing engine repair, body and fender work, vehicle painting, or towing. It also excludes repair of heavy trucks or construction vehicles.

Automobile/Vehicle Washing. Washing, waxing, or cleaning of automobiles or similar light vehicles, including self-serve washing facilities.

Emergency Ambulance Services. The location of emergency ambulance service vehicles.

Large Vehicle and Equipment Sales, Service and Rental. Sales, servicing, rental, fueling, and washing of large trucks, trailers, tractors, and other equipment used for construction, agricultural, or landscape gardening activities. Includes large vehicle operation training facilities. Sales of new or used automobiles or trucks are excluded from this classification.

Service Station. Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with activities, such as providing repair services; selling automotive oils, replacement parts, and accessories; and/or providing food services.

Towing and Impound. Establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. These establishments may provide incidental services, such as vehicle storage and emergency road repair services. (For automobile/dismantling, see Salvage Yards)

Banks and Financial Institutions

Banks and Credit Unions. Financial institutions providing retail banking services. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding check-cashing businesses.

Check Cashing Businesses. Establishments that, for compensation, engage in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification also includes the business of deferred deposits, whereby the check casher refrains from depositing a personal check written by a customer until a specific date pursuant to a written agreement as provided in Civil Code 1789.33. Check Cashing Businesses do not include state or federally chartered banks, savings associations, credit unions, or industrial loan companies. They also do not include retail sellers engaged primarily in the business of selling consumer goods, such as consumables to retail buyers that cash checks or issue money order incidental to their main purpose or business.

Bed and Breakfast. A small lodging establishment that offers overnight accommodation and inclusive breakfast, where the host lives at the establishment.

Building Materials and Services. Retailing, wholesaling, or rental of building supplies or equipment. This classification includes lumber yards, tool and equipment sales or rental establishments, and includes establishments devoted principally to taxable retail sales to individuals for their own use. This definition does not include Contractors' Yards and hardware stores less than ten thousand (10,000) square feet in floor area (see Retail Sales).

Business Services. Establishments that primarily provide goods and services to other businesses on a fee or contract basis, including printing and copying, blueprint services, advertising and mailing, equipment rental and leasing, office security, custodial services, photo finishing, and model building, but excluding vehicle rentals, bulk items, or print shops.

Cannabis Dispensary. See Section 301.23, and the definition for "Dispensary" and "Medical cannabis dispensary" located in Section 15-85 of the Porterville Municipal Code.

Cemetery. Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including mausoleums, burial places, and memorial gardens.

Clubs and Lodges. Meeting, recreational, or social facilities of a private or nonprofit organization primarily for use by members or guests. This classification includes union halls and social clubs.

Colleges and Trade Schools, Public or Private. Institutions of higher education providing curricula of a general, religious or professional nature, typically granting recognized degrees, including conference centers and academic retreats associated with such institutions. This classification includes business and computer schools, management training, technical and trade schools, but excludes personal instructional services such as music lessons.

Construction and Material Yards. Storage of construction materials or equipment on a site other than a construction site.

Commercial Entertainment and Recreation. Provision of participant or spectator entertainment to the general public.

Cinema/Theaters. Facilities for indoor display of films, motion pictures, or dramatic, musical, or live performances. This classification may include incidental food and beverage services to patrons.

Downtown Entertainment. This classification includes facilities such as amusement and theme parks, amphitheaters, facilities with more than ten thousand (10,000) square feet in building area, including fitness centers, gymnasiums, handball, racquetball, ice or roller skating rinks, swimming or wave pools, miniature golf courses, bowling alleys, or archery or indoor shooting ranges. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Large-scale. This classification includes large outdoor facilities such as amusement and theme parks, casinos, sports stadiums and arenas, racetracks, amphitheaters, drive-in theaters, driving ranges, golf courses, and facilities with fifty thousand (50,000) square feet or more in building area, including fitness centers, gymnasiums, handball, racquetball, or large tennis club facilities; ice or roller skating rinks; swimming or wave pools; miniature golf courses; bowling alleys; archery or indoor shooting ranges; riding stables; campgrounds; stables, etc. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Small-scale. This classification includes indoor facilities that occupy less than fifty thousand (50,000) square feet of building area, such as billiard parlors, card rooms, health clubs, fitness centers, gymnasiums, handball, racquetball; ice or roller skating rinks; swimming or wave pools; miniature golf courses, bowling alleys, dance halls, small tennis club facilities, poolrooms, indoor shooting ranges, and amusement arcades. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Community Center. Any noncommercial facility established primarily for the benefit and service of the population of the community in which it is located. Examples include youth centers and senior centers.

Communication Facilities

Antenna and Transmission Towers. Broadcasting and other communication services accomplished through electronic or telephonic mechanisms, as well as structures designed to support one (1) or more reception/transmission systems. Examples of transmission towers include, but shall not be limited to, radio towers, television towers, telephone exchange/microwave relay towers, and cellular telephone transmission/personal communications systems towers.

Broadcasting Facility. Includes radio or television stations. Transmission towers must comply with Series 301.20 Telecommunication Facilities.

Call Centers. Includes customer support, direct sales, order processing, customer service, surveys, research, credit management, help desk, reservations, billing and accounting, sales and telemarketing. These services are either provided internally by the company for its own use or provided externally by an outsourcing agency which provide these services for several companies.

Recording Studio. Facility for sound recording which can consist of a studio or live room and control room, where sound is recorded and manipulated.

Correctional Facility. A building such as a jail or prison used for the confinement of persons held while awaiting trial or for the confinement of persons convicted of offenses.

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. (see Nurseries and Garden Centers)

Crop Cultivation, Commercial. Results in quantities of crops greater than what could be reasonably consumed in personal use and/or crops that are produced with the intent to sell commercially.

Crop Cultivation, Non-commercial. Includes orchards and flower and vegetable gardens for personal use.

Cottage Food Operations. A private home food operation where low-risk food products are prepared or packaged for sale to consumers which complies with California Government Code Section 51035.

Cultural Institutions. Public or non-profit institutions engaged primarily in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. This classification includes performing arts centers for theater, dance, and events; buildings of an educational, charitable or philanthropic nature; libraries; museums; historical sites; aquariums; art galleries; and zoos and botanical gardens.

Day Care Centers. Establishments providing non-medical care for persons on a less than 24-hour basis other than Family Day Care Home. This classification includes nursery schools, preschools, and day care facilities for children or adults, and any other day care facility licensed by the State of California.

Eating, Drinking, and Smoking Establishments. Businesses primarily engaged in serving prepared food, beverages, and/or tobacco for consumption on or off the premises.

Bars/Night Clubs/Lounges. Businesses serving beverages for consumption on the premises as a primary use and including on-sale service of alcohol including beer, wine, and mixed drinks. This classification includes establishments that provide dancing or entertainment.

Coffee Shops/Cafes. Establishments that serve nonalcoholic beverages, such as coffee, juices or sodas for consumption on or near the premises, or a specialty snack, such as ice cream, frozen yogurt, cookies or popcorn.

Restaurants. Establishments where meals are served to customers. This classification includes full-service restaurants with table service as well as establishments providing limited table service, such as fast-food restaurants, carryout sandwich shops, limited service pizza parlors and delivery shops, and delicatessen restaurants. This classification excludes establishments that provide dancing or entertainment (see Bars/Night Clubs/Lounges).

Tobacco Bars. Any business establishment which in whole or in part is dedicated to or includes as part of the business, the smoking of tobacco or other substances. This classification includes cigar lounges, hookah bars/cafes, tobacco cafes/bars, and smoking parlors.

Elderly and Long-term Care. Establishment that provide twenty-four (24) hour medical, convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves, and is licensed as a skilled nursing facility by the, including but not limited to, rest homes and convalescent hospitals, but not Residential Care, Hospitals, or Clinics.

Family Day Care Home. A home that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home as follows.

Large. A home that provides family day care for seven (7) to fourteen (14) children, including children under the age of 10 years who reside at the home (Health and Safety Code Section 1596.78(b)). A large family day care home may provide care for more than 12 children and up to and including fourteen (14) children, if all of the following conditions are met (Health and Safety Code Section 1597.465):

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.
2. No more than three (3) infants are cared for during any time when more than twelve (12) children are being cared for.

3. The licensee notifies a parent that the facility is caring for two (2) additional school-age children and that there may be up to thirteen (13) or fourteen (14) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

Small. A home that provides family day care for eight (8) or fewer children, including children under the age of ten (10) years who reside at the home (Health and Safety Code Section 1596.78(c)). A small family day care home may provide care for more than six (6) and up to eight (8) children, without an additional adult attendant, if all of the following conditions are met (Health and Safety Code Section 1597.44):

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.
2. No more than two (2) infants are cared for during any time when more than six (6) children are cared for.
3. The licensee notifies each parent that the facility is caring for two (2) additional school-age children and that there may be up to seven (7) or eight (8) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

Food and Beverage Retail Sales. Retail sales of food and beverages for off-site preparation and consumption. Typical uses include food markets, convenient markets, groceries, liquor stores, and retail bakeries.

Freight/Truck Terminals and Warehouses. Facilities for local or worldwide freight, courier, local messenger, and postal services by truck or rail.

Funeral Parlors and Mortuaries. An establishment primarily engaged in the provision of services involving the care, preparation, or disposition of the human dead and conducting memorial services. Typical uses include a crematory, columbarium, mausoleum, or mortuary.

Government Offices. Administrative, clerical, or public contact offices of a government agency, including postal facilities, together with incidental storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment (See Utilities, Major).

Group Residential. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes rooming and boarding houses, dormitories, private residential clubs, and residential hotels intended for long-term occupancy (thirty (30) days or more) but excludes Hotels and Motels, Residential Care, Limited or General.

Handicraft/Custom Manufacturing. Manufacture of crafts, art, sculpture, stained glass, jewelry, apparel, and similar items using hand tools and small mechanical devices.

Heliports. Facilities for the takeoff and landing of helicopters, as a primary use. Heliports typically contain one (1) or more helipads and may have limited facilities such as fuel, lighting, a windsock, or even hangars.

Hotels and Motels. Establishments offering lodging to transient patrons. These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This classification includes motor lodges, motels, hostels, extended-stay hotels, and tourist courts, but does not include rooming houses, boarding houses, or private residential clubs.

Industry, General. Manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes operations such as biomass energy conversion; food and beverage processing; textile mills; production apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; and automotive, ship, aircraft, and heavy equipment manufacturing.

Industry, Limited. Establishments engaged in light industrial activities taking place primarily within enclosed buildings and producing minimal impacts on nearby properties. This classification includes operations such as manufacturing finished parts or products primarily from previously prepared materials; commercial laundries and dry cleaning plants; mobile home manufacturing; monument works; printing, engraving and publishing; computer and electronic product manufacturing; furniture and related product manufacturing; and industrial services.

Instructional Services. Establishments that offer specialized programs in personal growth and development such as music, vocal, fitness and dancing instruction.

Light Fleet-Based Services. Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three (3) or more vehicles with rated capacities less than ten thousand (10,000) lbs. This classification includes parking, dispatching, and offices for taxicab and limousine operations, non-emergency medical transport, local messenger and document delivery services, home cleaning services, and similar businesses. This classification does not include towing operations (See Automobile/Vehicle Sales and Service, Towing and Impound) or taxi or delivery services with two (2) or fewer fleet vehicles on-site (See Business Services).

Maintenance and Repair Services. The on-site maintenance or repair of office machines, household appliances, furniture, and similar items. This classification excludes maintenance and repair of vehicles or boats (see Automotive Sales and Services) and personal apparel (See Personal Services).

Massage Establishments. Healing arts

Medical Facilities. These classifications exclude veterinary and animal hospitals (see Animal Care, Sales, and Services).

Hospitals. State-licensed facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons.

Medical Clinic. This classification includes facilities for multiple physicians, medical groups, inpatient or outpatient treatment, including substance-abuse programs as well as training, research, and administrative services for patients and employees.

Professional/Medical. This classification is for the single practitioner; to include offices where medical and dental services are provided by physicians, dentists, chiropractors, optometrists, and similar medical professionals, including, where affiliated with a medical practitioner, massage therapy.

Mining and Quarrying. The extraction of nonmetallic minerals, including dredging and sand and gravel pit operations. This classification includes surface mining operations.

Mobile Home Parks. Mobile housing in a planned development with common area amenities. Spaces for mobile homes may be rented, leased or owned through a subdivision, cooperative, condominium or other form of resident ownership.

Multi-Family Residential. Two (2) or more dwelling units on a lot. Types of multiple family dwellings include duplexes, garden apartments, senior housing developments, and multi-story apartment buildings.

Nurseries and Garden Centers. Establishments primarily engaged in retailing nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod—that are predominantly grown elsewhere. These establishments may sell a limited amount of a product they grow themselves. Fertilizer and soil products are stored and sold in package form only. This classification includes wholesale and retail nurseries offering plants for sale.

Offices

General Offices. Offices of firms or organizations providing professional, executive, management, administrative or design services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, and legal offices, excluding banks, and savings and loan associations (see Banks and Financial Institutions).

Walk-In Clientele. Offices of firms or organizations providing services to the public that rely on heavy pedestrian activity and constant visits by clients, including real estate offices, landlord-tenant services, credit counseling, and financial tax services.

Park and Recreation Facilities, Public. Parks, playgrounds, fairgrounds, recreation facilities, trails, wildlife preserves, and related open spaces, all of which are noncommercial. This classification also includes playing fields, courts, gymnasiums, swimming pools, picnic facilities, tennis courts, and golf courses, botanical gardens, as well as related food concessions or community centers within the facilities.

Parking, Public or Private. Surface lots and structures for use of occupants, employees, or patrons on the subject site or offering parking to the public for a fee when such use is not incidental to another activity.

Personal Services. Provision of recurrently needed services of a personal nature. This classification includes barber and beauty shops, massage therapy, tattoo parlors, seamstresses, tailors, dry cleaning agents (excluding large-scale bulk cleaning plants), shoe repair shops, self-service laundries, photocopying and photo finishing services, and travel agencies.

Public Safety Facilities. Facilities providing public-safety and emergency services, including police and fire protection and emergency medical services, with incidental storage, and maintenance facilities.

Recycling Facility. A facility for receiving, temporarily storing, transferring and/or processing materials for recycling, reuse, or final disposal. A certified recycling facility or certified processor means a recycling facility certified by the California Beverage Container Recycling and Litter Reduction Act. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. This use type does not include waste transfer facilities that operate as materials recovery, recycling, and solid waste transfer operations and are classified as utilities.

Reverse Vending Machine. An automated mechanical device that accepts, sorts and processes recyclable materials and issues a cash refund or a redeemable credit slip.

Recycling Collection Facility. A use that serves as a neighborhood drop off point for the temporary storage of recyclable materials but where the processing and sorting of such items is not conducted on-site.

Recycling Processing Facility. Facilities that receive, sort, store and/or process recyclable materials.

Religious Facilities. A facility for religious worship and incidental religious education and offices, including churches, temples, and other facilities used primarily for religious services or activities. This classification excludes private schools for primary or secondary education, as defined in this section, which also may be available for temporary use by the general public or civic, cultural, or educational organizations.

Residential Care Facilities, General. Facilities that require a State license or are State licensed and provide twenty-four (24) hour primarily non-medical care and supervision, or skilled nursing services, for more than six (6) persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices, nursing homes, skilled nursing facilities, and convalescent facilities. This category excludes transitional housing, foster family homes, community service facilities, and any facilities supervised by or under contract with the State Department of Corrections.

Residential Care Facilities, Limited. Facilities that require a State license or are State licensed and provide twenty-four (24) hour non-medical care and supervision for six (6) or fewer persons in need of personal services, supervision, protection, or assistance for sustaining the activities

of daily living, excluding the licensee or members of the licensee's family or persons employed as facility staff. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices.

Retail Sales. The retail sale or rental of merchandise not specifically listed under another use classification. This classification includes department stores, clothing stores, furniture stores, pet supply stores, small hardware stores (with ten thousand (10,000) square feet or less of floor area), and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, pharmacies, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art galleries, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, video rental, and new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with other services such as office machine, computer, electronics, and similar small-item repairs. This classification includes secondhand and wholesale stores.

Swap Meet. Any indoor or outdoor place, in an approved location, or for an approved activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces. The term swap meet is interchangeable with and applicable to: flea markets, auctions, open air markets, farmers markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

Salvage and Wrecking. Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used containers or steel drums, used tires, and similar or related articles or property.

Schools, Public or Private. Facilities for primary or secondary education, including public schools, charter schools, and private institutions having curricula comparable to that required in the public schools of the State of California.

Sexually Oriented Business. An establishment or concern that, as a regular and substantial course of conduct, offers, sells or distributes adult-oriented merchandise, or that offers to its patrons materials, products, merchandise, services, entertainment or performances that have sexual arousal, sexual gratification, and/or sexual stimulation as their dominant theme, or are characterized by an emphasis on specified sexual activities or specified anatomical areas and are not customarily open to the general public because they exclude minors by virtue of their age. This classification does not include any establishment offering professional services conducted, operated, or supervised by medical practitioners, physical therapists, nurses, chiropractors, psychologist, social workers, marriage and family counselors, osteopaths, and persons holding licenses or certificates under applicable State law or accreditation from recognized programs when performing functions pursuant to the respective license or certificate. Includes Sexually Oriented Businesses defined in Section 301.17(b), Definitions.

Single Family Dwelling. A dwelling unit designed for occupancy by one (1) household, and located on a separate lot from any other unit (except accessory living quarters, where permitted). This classification includes individual manufactured housing units installed on a foundation system pursuant to Section 18551 of the California Health and Safety Code.

Detached. A single-family dwelling unit that is not attached to any other dwelling unit.

Attached. A single-family dwelling unit, located singly on a lot, but attached through common vertical walls to one (1) or more dwellings on abutting lots. An attached single-family dwelling unit is sometimes referred to as a “townhome.”

Single Room Occupancy. A residential facility where individual secure rooms, which may or may not include cooking facilities, are rented to one (1) or two (2) person households for a weekly or monthly period of time. This use type is distinct from a Hotel or Motel, which is a commercial use.

Social Service Facilities. Any noncommercial facility, such as homeless shelters, and emergency shelters, that may also provide meals, showers, and/or laundry facilities. Specialized programs and services related to the needs of the residents may also be provided. This classification excludes transitional housing facilities that provide living accommodations for a longer term.

Transitional and Supportive Housing. As defined in Section 50675.2 and 50675.14, respectively, of the Health and Safety Code

Transportation Passenger Terminals. Facilities for passenger transportation operations. This classification includes rail stations, bus terminals, and scenic and sightseeing facilities, but does not include airports or heliports.

Utilities, Major. Generating plants, electric substations, solid waste collection, including transfer stations and materials recovery (recycling processing) facilities, solid waste treatment and disposal, water or wastewater treatment plants, and similar facilities of public agencies or public utilities.

Utilities, Minor. Facilities accessory to an established use involving only minor structures, such as electrical distribution lines, solar panels and underground water and sewer lines.

Utilities, Renewable Energy Facility. Facilities including solar, wind or other facility utilizing renewable energy.

Warehousing and Storage. Storage and distribution facilities without sales to the public on-site or direct public access.

Chemical, Mineral, and Explosives Storage. Storage of hazardous materials including but not limited to: bottled gas, chemicals, minerals and ores, petroleum or petroleum-based fuels, fireworks, and explosives.

Indoor Warehousing and Storage. The storage of general merchandise or refrigerated goods within enclosed buildings. Establishments in this classification provide facilities to store

commercial goods, but do not sell the goods they handle. They may provide a range of services related to the distribution of goods, including labeling, breaking bulk, inventory control and management, order entry and fulfillment, price marking and ticketing, and transportation arrangement. However, they always provide warehousing or storage in addition to any logistics services.

Personal Storage. Facilities offering storage for individual use, including mini-warehouses and mini-storage.

Wholesaling and Distribution. Indoor storage and sale of goods to other firms for resale; storage of goods for transfer to retail outlets of the same firm; or storage and sale of materials and supplies used in production or operation, including janitorial and restaurant supplies. Wholesalers are primarily engaged in business-to-business sales, but may sell to individual consumers through mail or internet orders. They normally operate from a warehouse or office having little or no display of merchandise, and are not designed to solicit walk-in traffic.

SECTION 5: The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15060(c)(2) – the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15060(c)(3) – the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has not potential for causing a significant effect on the environment.

SECTION 6: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance’s publication and passage.

PASSED, APPROVED AND ADOPTED this 7th day of May, 2019.

By:

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Acceptance of Property Donation of Assessor Parcel Numbers 253-171-003 and 253-171-004

SOURCE: Community Development

COMMENT: City Council previously authorized staff to proceed with the negotiation of a donation of real property located at 53 North Main Street, Assessor Parcel Numbers 253-171-003 and 253-171-004 (“Property”) from Smith’s Enterprise, LLC. The property consists of approximately 0.41 acres of land. The terms of the donation are outlined in the draft Agreement for Charitable Contribution of Real Property, which is provided herein, as is the draft Resolution for Council.

RECOMMENDATION: That the City Council adopt a Resolution for the acceptance of donation of Assessor Parcel Numbers 253-171-003 and 253-171-004 and authorize the Mayor and City Manager to sign all necessary documents to complete the transfer of the property.

ATTACHMENTS:

1. Agreement for Charitable Contribution
2. Grant Deed
3. Draft Resolution
4. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

AGREEMENT FOR CHARITABLE CONTRIBUTION
OF REAL PROPERTY

DATE: _____, 2019.

PARTIES: First Party: SMITH'S ENTERPRISE, a California limited partnership,
 hereinafter referred to as "Smith's"; and

 Second Party: CITY OF PORTERVILLE, hereinafter referred to as "City".

RECITALS:

1. Smith's owns all that real property more particularly described on Exhibit "A" and hereinafter referred to as the "Smith Property".

2. Smith's desires to make a charitable contribution of the Smith Property to City on the terms and subject to the conditions set forth in this Agreement and City agrees to accept the contribution of the Smith Property to City on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT:

The parties hereto do hereby agree as follows:

1. Charitable Contribution. Smith's agrees to contribute the Smith Property to City by Grant Deed. Said Grant Deed will be executed and notarized by Smith's and delivered to City within ten (10) days of the date of the full execution of this Agreement. City is authorized to record said deed with the Tulare County Recorder's Office.

2. Contribution "AS IS". Smith's contributes the Smith Property to City in an "AS IS" condition, without representation or warranty of any kind. Specifically, but without limitation of the foregoing, Smith's has no knowledge whatsoever of the environmental conditions

of the Smith Property. The Smith Property was at one time the site of a J.C. Penney's Department Store. Smith's has no knowledge as to the materials remaining on the Smith Property. The materials remaining on the Smith Property may include asbestos containing materials. City agrees to indemnify, defend, and hold Smith's harmless from any claims made by any party relating to the physical condition of the Smith Property or any matter occurring on the Smith Property after the delivery by Smith of the Grant Deed conveying the Smith Property to City.

3. General Provisions. This Agreement sets forth the entire agreement of the parties hereto. This Agreement may only be modified or amended by an agreement in writing executed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

SMITH'S ENTERPRISE, a California limited partnership

BY SMITH'S ENTERPRISE, LLC, a California limited liability company, General Partner

BY: _____
BRENDA SMITH, Manager

SMITH'S

CITY OF PORTERVILLE

BY: _____

TITLE: _____

CITY

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 253-171-003-000 and 253-171-004-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A SINGLE PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, AND OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF MAIN STREET IN THE CITY OF PORTERVILLE, LOCATED 152.35 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 OF THE CITY OF PORTERVILLE, AS PER MAP RECORDED IN BOOK 7, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE SOUTHEAST CORNER OF THE LAND CONVEYED TO HANFORD LAUNDRY AND DRY CLEANING CO., A CORPORATION, BY DEED RECORDED SEPTEMBER 13, 1950, IN BOOK 1468, PAGE 26, OF OFFICIAL RECORDS; THENCE SOUTH ALONG THE WEST LINE OF MAIN STREET, A DISTANCE OF 47.65 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO WILLIAM S. CASE AND WIFE, BY DEED RECORDED JULY 15, 1913, IN BOOK 212, PAGE 450 OF DEEDS; THENCE WEST ALONG THE SOUTH LINE OF THE LAND SO CONVEYED AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 154.32 FEET, MORE OR LESS, TO A POINT IN THE EAST LINE OF HOCKETT STREET IN SAID CITY OF PORTERVILLE; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF THE LAND CONVEYED TO HANFORD LAUNDRY AND DRY CLEANING CO., BY THE FIRST ABOVEMENTIONED DEED; THENCE EAST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 154.32 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER THEREWITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE WEST LINE OF MAIN STREET, IN SAID CITY OF PORTERVILLE, 125 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 25; THENCE NORTH ALONG THE WEST LINE OF MAIN STREET 69.02 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE LAND CONVEYED BY FRED ACKERMAN AND WIFE, TO WILLIAM S. CASE, BY DEED RECORDED IN BOOK 212, PAGE 450 OF DEEDS; THENCE WEST ALONG THE SOUTH LINE OF THE LAND SO CONVEYED AND THE WESTERLY PROLONGATION THEREOF, 154.32 FEET TO A POINT IN THE EAST LINE

OF HOCKETT STREET IN SAID CITY OF PORTERVILLE; THENCE SOUTH ALONG THE EAST LINE OF HOCKETT STREET 69.7 FEET, MORE OR LESS, TO A POINT 125 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 26; THENCE EAST 154.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTH ONE INCH OF THE WEST 35 FEET OF THE EAST 56 FEET THEREOF.

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO DOCUMENTARY TRANSFER
TAX DUE

GRANT DEED

The undersigned declare that the documentary transfer tax is: NONE – Pursuant to R&T Code §
Section 11922

\$ X (Conveyance of Real Property without consideration)

___ computed on the full value of the interest or property
conveyed, or is

___ computed on the full value less the value of liens or
encumbrances remaining thereon at the time of sale. The
land, tenements or realty is located in

___ unincorporated area

___ city of _____ and

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
SMITH'S ENTERPRISE, LP, a California limited partnership, hereby grants to THE CITY OF
PORTERVILLE, the real property situate in the County of Tulare, State of California, more
particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Dated: _____, 2019.

SMITH'S ENTERPRISE, LP, a California limited
partnership

BY: SMITH'S ENTERPRISE, LLC, a California
limited liability company, General Partner

BY: _____
BRENDA SMITH, Manager

State of California)
) ss:
County of Fresno)

2

EXHIBIT "A"

For APN/Parcel ID(s): 253-171-003-000 and 253-171-004-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

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TOGETHER THEREWITH THE FOLLOWING DESCRIBED PARCEL:

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EXCEPTING THEREFROM THE SOUTH ONE INCH OF THE WEST 35 FEET OF THE EAST 56 FEET THEREOF.

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED BY DONATION FOR
REAL PROPERTY FROM SMITH'S ENTERPRISE, LLC

WHEREAS, Smith's Enterprises, LLC, desires to donate property located on Main Street in Downtown Porterville, also generally known as the former JC Penney site, to the City of Porterville, and the City of Porterville wishes to accept said donation.

THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed by donation from Smith's Enterprise, a California limited partnership, for real property, in the County of Tulare, State of California, to-wit:

See Exhibit "A" and shown on Exhibit "B" attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the purchase price of \$0 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this 5th day of November, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT "A"

For APN/Parcel ID(s): 253-171-003-000 and 253-171-004-000

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TOGETHER THEREWITH THE FOLLOWING DESCRIBED PARCEL:

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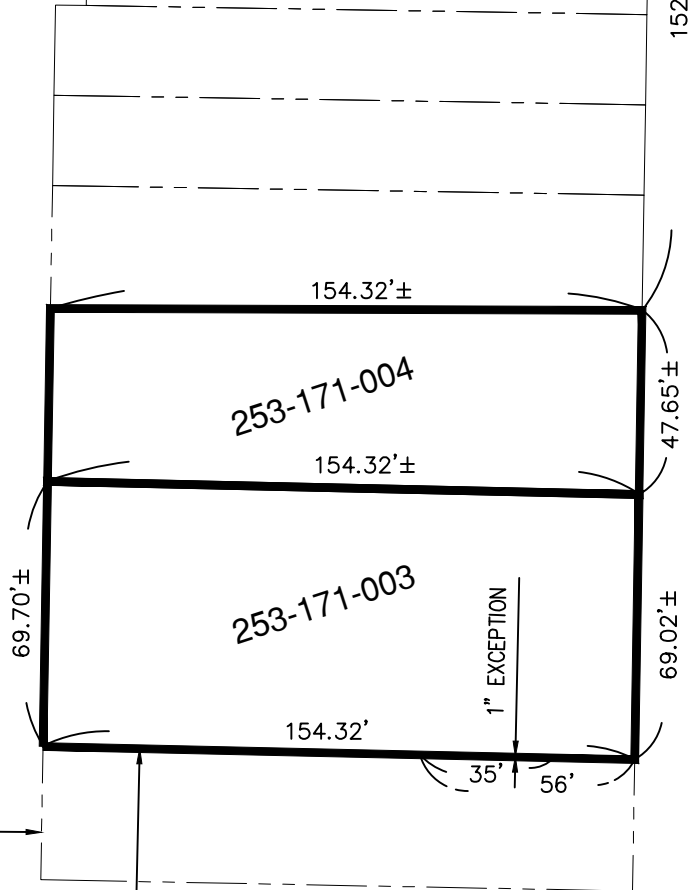
EXCEPTING THEREFROM THE SOUTH ONE INCH OF THE WEST 35 FEET OF THE EAST 56 FEET THEREOF.

EXHIBIT 'B'

SOUTHEAST QUARTER OF LOT 1 OF
BLOCK 1 OF THE MAP OF A PORTION
OF THE CITY OF PORTERVILLE
RECORDED IN BOOK 7 AT PAGE 11 OF
MAPS, T.C.R.

NORTH HOCKETT STREET

NORTH MAIN STREET



EAST LINE OF THE
HOCKETT STREET RIGHT
OF WAY

SOUTHWEST CORNER OF THE
SOUTHWEST QUARTER OF
SECTION 25-21/27

WEST LINE OF THE MAIN
STREET RIGHT OF WAY

SOUTH LINE OF SOUTHWEST
QUARTER OF SECTION 25-21/27

A SINGLE PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF
SECTION 25 AND THE SOUTHEAST QUARTER OF OF THE SOUTHEAST
QUARTER OF SECTION 26 ALL IN TOWNSHIP 21 SOUTH, RANGE 27 EAST,
MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA

CITY OF PORTERVILLE
ENGINEERING DIVISION

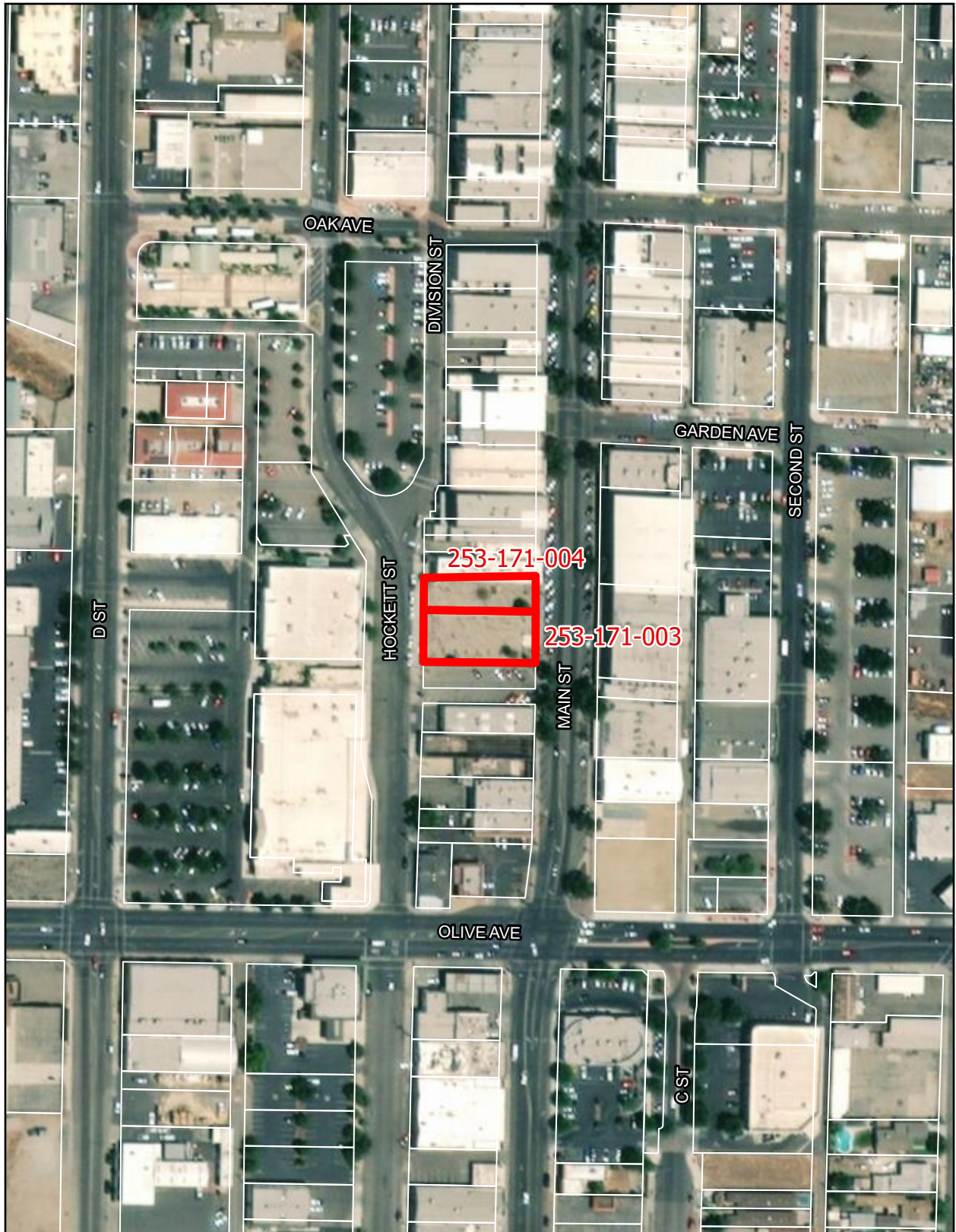
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

LEGAL DESCRIPTION

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 50'
DATE	10/29/2019

SHEET
1
OF
1

Locator Map 53 N Main St



 Project Location

1 in = 200 feet



Date Printed: 10/29/2019 by the Community Development Department



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Request for Street Closure: Myer's 25th Annual Christmas Tree Memorial Service - December 12, 2019

SOURCE: Administrative Services

COMMENT: Myers Funeral Service and Crematory holds an annual Christmas Tree Memorial Service at its location at 248 North "E" Street, with this year's service scheduled to take place on Thursday, December 12, 2019. In conjunction with this event, and for the safety of those in attendance, Mr. Ernesto Alonzo, Funeral Director of Myers Funeral Service and Crematory, has requested the closure of "E" Street between Putnam and Cleveland Avenues, from 5:00 p.m. to 9:00 p.m. The ceremony is scheduled to be held in front of Myers Chapel on "E" Street at 7:00 p.m.

In addition to the street closure, Mr. Alonzo submitted an Assembly Permit for the estimated 500 people that is expected to attend this annual event. The Police Department has approved the Assembly Permit, which is attached for the City Council's reference, along with a copy of the required Certificate of Liability Insurance.

RECOMMENDATION: That the City Council approve the closure of "E" Street, between Putnam and Cleveland Avenues, on December 12, 2019, from 5:00 p.m. to 9:00 p.m., subject to the specified conditions.

ATTACHMENTS:

1. Myers Letter for Street Closure
2. Assembly Permit
3. Insurance Certificate

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

Myers Funeral Service and Crematory

248 N. "E" Street, Porterville, CA 93257
(559)784-5454
myersfuneral.com

RECEIVED

OCT 15 2019

CITY OF PORTERVILLE
CITY MANAGER

October 8, 2019

To: Porterville City Council

We respectfully request that "E" Street be blocked off at Putnam and Cleveland Avenues on the evening of Tuesday, December 12, 2019 from approximately 5:00 to 9:00 PM, for the protection and safety of those who will be attending the Twenty-Fifth Annual Myers Christmas Memorial Tree Lighting. The response from the community has been well received, and we expect approximately 500 people from the local community and outlying areas in attendance.

The original purpose in beginning this tradition was to give back to the community in the way of service. It allows families to place ornaments on the trees prior to the service, commemorating their loved ones.

A memorial service is planned for the evening of December 12, 2019, at 7:00 PM, at Myers Funeral Service, when the community will be invited to attend and celebrate the season by remembering loved ones. At the conclusion of the service, the trees will be lit and remain lit through Christmas.

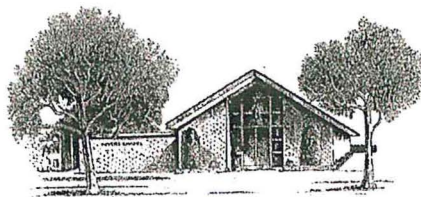
Find enclosed an "Assemblies Permit" signed by Chief Eric Kroutil of the Porterville Police Department, along with a Certificate of Liability Insurance.

Thank you for your consideration of this request.

Sincerely,

Ernesto Alonzo
Funeral Director

cc: EA/jl
Enclosures



ORDINANCE NUMBER 927
Section 18-7.2

Porterville Police Department

Application for ASSEMBLIES or MEETINGS on public streets, sidewalks or parks, within the City of Porterville. OCT 10 2019

This application MUST BE FILED WITHIN FOUR (4) DAYS PRIOR to the date of the assembly or meeting. Received

- A. Myers Funeral Service & Crematory (559) 784-5454
(Name/Address) (Telephone)
- B. 248 North E Street, Porterville, CA 93257
(Name & Address of Organization) (Telephone)
- Ernesto Alonzo, Funeral Director (559) 784-5454
(Authorized Head of Organization) (Telephone)
- C. Name of Event Chairman Ernesto Alonzo; Jill Lynch
- D. Purpose of event: Lighting of Memorial Trees and Memorial Service
(*25th Year)
- E. Date & Time of Event Tuesday, December 12, 2019 from 7:00 - 9:00 PM
- F. Number of persons Approximately 500
- G. Location of the assembly area of event Front Lawn at 248 North E Street,
Porterville, CA 93257 (Myers Funeral Service & Crematory)
- H. Security Guards required? ☐ yes ☐ no If so, how many? _____
- I. Plans for the assembly & dispersement of the event. Indicate times thereof 5:00 PM to 9:00 PM
- J. Other information _____

I HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 927, SECTION 18-7.2 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF PORTERVILLE.

Legal signature of applicant Jill Lynch

Date 10/08/19
Jill Lynch

Telephone 784-5454

Application Approved ☒ Denied ☐

[Signature]
Chief of Police

*Council Approval Required
For Road Closure EHP*
10/96



MYERS-2

OP ID: JA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2019

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

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

PRODUCER NSE Insurance Agencies, Inc. United Valley Insurance Svcs 160 South D St., P.O. Box 704 Exeter, CA 93221 Patty L. Spott		559-592-9411		CONTACT NAME: Patty L. Spott	
				PHONE (A/C, No, Ext): 559-592-9411	
				FAX (A/C, No): 559-592-5059	
				E-MAIL ADDRESS: pspott@nseinsurance.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: West American	
				INSURER B: American Fire and Casualty Co.	
				INSURER C: Technology Insurance Co., Inc.	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Funeral Directors GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BKW57832789	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAA57832789	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000		USA57832789	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	TWC3817466	09/30/2019	09/30/2020	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITYP-1

City of Porterville
291 N Main
Porterville, CA 93257

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Quarterly Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of September 30, 2019, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly Investment Portfolio Summary Report.

ATTACHMENTS: 1. FY 2019-2020 First Quarter Portfolio Summary

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF SEPTEMBER 30, 2019

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	13,920,142	\$ 13,920,142	2.450%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	6,918,356	7,134,210	2.260%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,232,028	9,232,028	2.310%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	921,925	921,925	4.000%	1/15/2015	7/15/2037	6,498
	CORNERSTONE MAIN PARTNERS, L.P.	2,772,859	2,772,859	2.400%	12/12/2018	11/30/2038	7,001
3133EGKA2	FEDERAL FARM CREDIT BANK	1,000,000	993,820	1.500%	6/29/2016	7/6/2021	645
3130A9VY4	FEDERAL HOME LOAN BANKS	1,000,000	996,930	1.650%	11/23/2016	11/23/2021	785
3130ABCS3	FEDERAL HOME LOAN BANKS	1,000,000	1,000,040	2.100%	5/18/2017	5/18/2022	961
3134GBYP1	FEDERAL HOME LOAN MTG CORP	1,000,000	1,000,120	2.250%	7/26/2017	7/26/2022	1,030
3130ACF66	FEDERAL HOME LOAN BANKS	1,000,000	997,580	2.150%	9/26/2017	9/26/2022	1,092
3134GBM74	FEDERAL HOME LOAN MTG CORP	1,000,000	1,000,430	2.150%	9/29/2017	9/29/2022	1,095
3134GTWM1	FEDERAL HOME LOAN MTG CORP	1,000,000	1,000,300	2.400%	6/27/2019	6/27/2024	1,732
3133EK580	FEDERAL FARM CREDIT BANK	1,000,000	998,660	2.220%	9/17/2019	12/26/2023	1,548
24422ESW0	JOHN DEERE CAP CORP	1,000,000	1,000,350	2.050%	3/10/2015	3/10/2020	162
38148TMC0	GOLDMAN SACHS GROUP INC	1,000,000	999,260	2.500%	4/29/2016	4/29/2021	577
46625HQJ2	JP MORGAN CHASE & CO NOTE	997,500	1,005,610	2.550%	12/28/2016	3/1/2021	518
06744CFN6	BARCLAYS BANK PLC MTN	1,000,000	990,452	2.250%	8/25/2017	8/25/2022	1,060
89236TEC5	TOYOTA MOTOR CRD CORP	1,000,000	1,006,020	2.150%	9/8/2017	9/8/2022	1,074
037833DE7	APPLE INC NOTE	993,000	1,016,260	2.400%	1/16/2018	1/13/2023	1,201
084670BR8	BERKSHIRE HATHAWAY	1,000,000	1,025,130	2.750%	4/23/2018	3/15/2023	1,262
06406RAG2	BANK NEW YORK MELLON CORP MTN	1,000,000	1,047,580	3.500%	10/16/2018	4/28/2023	1,306
90331HNV1	US BANK ASSN MTN	995,000	1,047,890	3.400%	11/15/2018	7/24/2023	1,393
89114Q5B0	TORONTO DOMINION BANK	1,000,000	990,190	2.350%	8/30/2019	8/30/2024	1,796
48126FXF8	CERTIFICATE OF DEPOSIT	200,000	198,670	1.700%	9/30/2016	9/30/2021	731
254672NN4	CERTIFICATE OF DEPOSIT	247,000	247,272	2.000%	5/13/2015	5/13/2020	226
20033AKP0	CERTIFICATE OF DEPOSIT	249,000	249,219	1.900%	5/26/2015	5/26/2020	239
140420RT9	CERTIFICATE OF DEPOSIT	248,000	248,228	1.850%	6/3/2015	6/3/2020	247
46147UQL7	CERTIFICATE OF DEPOSIT	249,000	249,167	1.900%	6/17/2015	6/17/2020	261
981571BN1	CERTIFICATE OF DEPOSIT	200,000	200,288	2.300%	6/25/2015	6/25/2020	269
29976DYV6	CERTIFICATE OF DEPOSIT	247,000	247,269	1.950%	6/30/2015	6/30/2020	274
14042E4P2	CERTIFICATE OF DEPOSIT	246,000	246,768	2.300%	7/15/2015	7/15/2020	289
31938QN26	CERTIFICATE OF DEPOSIT	247,000	247,484	2.050%	7/17/2015	7/17/2020	291
58403BY67	CERTIFICATE OF DEPOSIT	247,000	247,825	2.250%	7/27/2015	7/27/2020	301
05580ACW2	CERTIFICATE OF DEPOSIT	247,000	248,065	2.200%	9/22/2015	9/18/2020	354
02587DL30	CERTIFICATE OF DEPOSIT	246,000	247,087	2.300%	12/23/2015	12/23/2020	450
949748Z5	CERTIFICATE OF DEPOSIT	249,000	247,469	1.600%	8/3/2016	8/3/2021	673
06062QXG4	CERTIFICATE OF DEPOSIT	247,000	247,247	1.850%	11/23/2016	11/23/2021	785
58733ADT3	CERTIFICATE OF DEPOSIT	240,000	241,618	2.100%	1/27/2017	1/27/2022	850
38148PGX9	CERTIFICATE OF DEPOSIT	245,000	247,884	2.300%	3/8/2017	3/8/2022	890
857894SK6	CERTIFICATE OF DEPOSIT	249,000	250,374	2.050%	1/13/2017	1/13/2022	836
71270QQJ8	CERTIFICATE OF DEPOSIT	246,000	247,360	2.050%	1/18/2017	1/18/2022	841
8562845Z3	CERTIFICATE OF DEPOSIT	246,000	249,045	2.350%	1/26/2017	1/26/2022	849
33767A2G5	CERTIFICATE OF DEPOSIT	249,000	250,820	2.100%	4/19/2017	4/19/2022	932
55266CVB9	CERTIFICATE OF DEPOSIT	249,000	249,896	1.950%	4/28/2017	4/28/2022	941
67054NAK9	CERTIFICATE OF DEPOSIT	249,000	252,249	2.300%	6/21/2017	6/21/2022	995
9819962K6	CERTIFICATE OF DEPOSIT	200,000	192,276	2.400%	4/19/2017	4/19/2022	932
795450D36	CERTIFICATE OF DEPOSIT	240,000	243,646	2.350%	8/23/2017	8/23/2022	1,058
06740KKD8	CERTIFICATE OF DEPOSIT	247,000	249,608	2.200%	7/12/2017	7/12/2022	1,016
33715LAP5	CERTIFICATE OF DEPOSIT	249,000	252,177	2.250%	9/28/2017	9/28/2022	1,094
62384RAB2	CERTIFICATE OF DEPOSIT	249,000	252,576	2.300%	10/12/2017	10/12/2022	1,108
01748DAY2	CERTIFICATE OF DEPOSIT	249,000	251,876	2.200%	11/3/2017	11/3/2022	1,130
61747MF63	CERTIFICATE OF DEPOSIT	246,000	252,460	2.650%	1/11/2018	1/11/2023	1,199
22239MAR9	CERTIFICATE OF DEPOSIT	249,000	255,247	2.600%	2/2/2018	2/2/2023	1,221
366526AR2	CERTIFICATE OF DEPOSIT	249,000	255,713	2.650%	2/16/2018	2/16/2023	1,235
819866AE4	CERTIFICATE OF DEPOSIT	249,000	257,049	2.800%	3/5/2018	3/6/2023	1,253
319141KL0	CERTIFICATE OF DEPOSIT	245,000	256,402	3.150%	6/6/2018	6/6/2023	1,345
74934YAH4	CERTIFICATE OF DEPOSIT	245,000	256,544	3.150%	6/20/2018	6/20/2023	1,359
17312QJ26	CERTIFICATE OF DEPOSIT	246,000	254,942	2.900%	4/11/2018	4/11/2023	1,289
25665QAX3	CERTIFICATE OF DEPOSIT	246,000	254,952	2.900%	4/13/2018	4/13/2023	1,291
91435LAG2	CERTIFICATE OF DEPOSIT	249,000	259,597	3.050%	5/14/2018	5/15/2023	1,323
080515CQ0	CERTIFICATE OF DEPOSIT	246,000	256,443	3.050%	5/16/2018	5/16/2023	1,324
90348JCW8	CERTIFICATE OF DEPOSIT	249,000	261,570	3.250%	6/13/2018	6/13/2023	1,352
74160NGF1	CERTIFICATE OF DEPOSIT	249,000	261,196	3.200%	6/22/2018	6/22/2023	1,361
45581EAX9	CERTIFICATE OF DEPOSIT	249,000	262,170	3.300%	6/30/2018	6/30/2023	1,369
31911QFK6	CERTIFICATE OF DEPOSIT	249,000	261,567	3.200%	8/10/2018	8/10/2023	1,410
499724AD4	CERTIFICATE OF DEPOSIT	249,000	262,192	3.250%	8/30/2018	8/30/2023	1,430
64017AAH7	CERTIFICATE OF DEPOSIT	245,000	258,563	3.300%	9/19/2018	9/19/2023	1,450

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	263,509	3.350%	10/16/2018	10/16/2023	1,477
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	263,464	3.350%	10/19/2018	10/19/2023	1,480
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	264,637	3.450%	11/9/2018	11/9/2023	1,501
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	261,417	3.550%	11/26/2018	11/24/2023	1,516
635573AL2	CERTIFICATE OF DEPOSIT	245,000	260,139	3.400%	12/26/2018	12/21/2023	1,543
27002YEK8	CERTIFICATE OF DEPOSIT	245,000	246,254	2.750%	5/29/2019	4/18/2024	1,662
44329MA45	CERTIFICATE OF DEPOSIT	247,000	248,129	2.300%	8/13/2019	8/13/2024	1,779
15118RRHS	CERTIFICATE OF DEPOSIT	249,000	247,932	1.850%	8/30/2019	8/30/2024	1,796
938828BM1	CERTIFICATE OF DEPOSIT	249,000	249,682	2.000%	8/30/2019	8/30/2024	1,796
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	4/24/2018	4/24/2023	1,302
1248	CERTIFICATE OF DEPOSIT	250,000	250,000	2.480%	5/25/2018	5/8/2020	221
1254	CERTIFICATE OF DEPOSIT	250,000	250,000	2.280%	9/3/2019	9/3/2020	339
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	2.800%	5/14/2018	5/14/2023	1,322
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	6/21/2018	6/21/2023	1,360
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	2.458%	5/10/2018	5/10/2020	223
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	2.650%	4/29/2018	4/29/2023	1,307
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	3.100%	6/25/2018	6/25/2023	1,364
1294	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/3/2015	4/3/2020	186
1295	CERTIFICATE OF DEPOSIT	250,000	250,000	2.084%	4/20/2015	4/20/2020	203
1296	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/8/2015	5/8/2020	221
1297	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/14/2015	5/14/2020	227
1298	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	11/4/2015	11/4/2020	401
1299	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/30/2015	3/30/2020	182
1300	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	12/8/2015	12/8/2020	435
1301	CERTIFICATE OF DEPOSIT	250,000	250,000	2.080%	2/4/2016	2/4/2021	493
1302	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	1/11/2016	1/11/2021	469
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	4/19/2016	4/19/2021	567
1304	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/19/2016	5/19/2021	597
1305	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	6/3/2016	6/3/2021	612
1306	CERTIFICATE OF DEPOSIT	249,000	249,000	1.935%	10/28/2016	10/28/2021	759
1307	CERTIFICATE OF DEPOSIT	249,000	249,000	1.900%	12/20/2016	12/20/2021	812
1308	CERTIFICATE OF DEPOSIT	256,140	256,140	2.000%	1/20/2017	1/20/2022	843
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	2.150%	2/14/2017	2/14/2022	868
1310	CERTIFICATE OF DEPOSIT	249,000	249,000	2.100%	5/1/2017	5/2/2022	945
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	2.110%	6/23/2017	6/23/2022	997
1312	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/26/2017	7/26/2022	1,030
1313	CERTIFICATE OF DEPOSIT	249,000	249,000	2.230%	7/11/2017	7/11/2022	1,015
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/21/2017	7/21/2022	1,025
1315	CERTIFICATE OF DEPOSIT	249,000	249,000	2.350%	9/22/2017	9/22/2022	1,088
1316	CERTIFICATE OF DEPOSIT	249,000	249,000	2.600%	10/6/2017	10/6/2022	1,102
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	2.428%	11/16/2017	11/16/2022	1,143
1318	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	3/22/2018	3/22/2023	1,269
1319	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	8/3/2018	8/3/2021	673
1320	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	9/12/2018	9/12/2023	1,443
1321	CERTIFICATE OF DEPOSIT	249,000	249,000	2.970%	10/16/2018	5/16/2020	229
1322	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	11/30/2018	11/30/2020	427
1323	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	10/23/2018	10/23/2021	754
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	3.350%	1/11/2019	1/11/2024	1,564
1325	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	1/23/2019	1/23/2021	481
1326	CERTIFICATE OF DEPOSIT	249,000	249,000	3.500%	1/29/2019	1/29/2024	1,582
1327	CERTIFICATE OF DEPOSIT	245,000	245,000	3.500%	2/28/2019	2/28/2024	1,612
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	3/22/2019	3/22/2024	1,635
1329	CERTIFICATE OF DEPOSIT	249,000	249,000	3.210%	4/9/2019	10/9/2023	1,470
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	1,698
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	1,681
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	1,709
1333	CERTIFICATE OF DEPOSIT	249,000	249,000	2.960%	7/22/2019	7/22/2024	1,757
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	3.050%	7/31/2019	7/31/2024	1,766
1335	CERTIFICATE OF DEPOSIT	249,000	249,000	2.810%	9/11/2019	9/11/2024	1,808
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	2.800%	9/17/2019	9/17/2024	1,814

TOTALS \$ 77,437,910 \$ 78,057,119

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
9/30/2018	12/31/2018	3/31/2019	6/30/2019	9/30/2019		
2.230%	2.334%	2.436%	2.458%	2.445%	38.832%	914

Comments:

Portfolio holdings as of September 30, 2019, are in compliance with the current Investment Policy. With 38.832% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the fourth calendar quarter ending December 31, 2019, and will be presented during the February 4, 2020 Council meeting.



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the financial status reports for the quarter ending September 30, 2019, are submitted.

RECOMMENDATION: That the City Council accept the Financial Status Reports as presented.

ATTACHMENTS: 1. FY 2019-2020 First Quarter Financial Status Reports

Appropriated/Funded:

Review By:

Department Director:

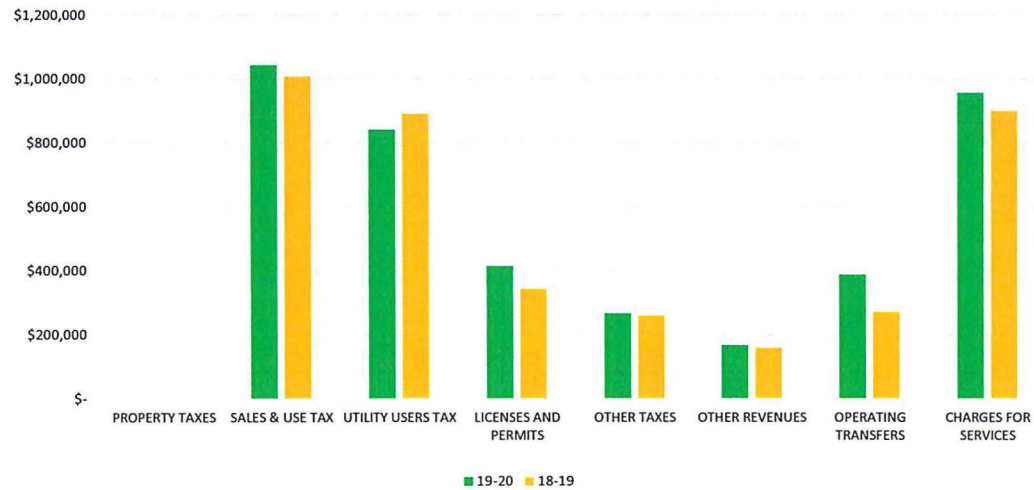
Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

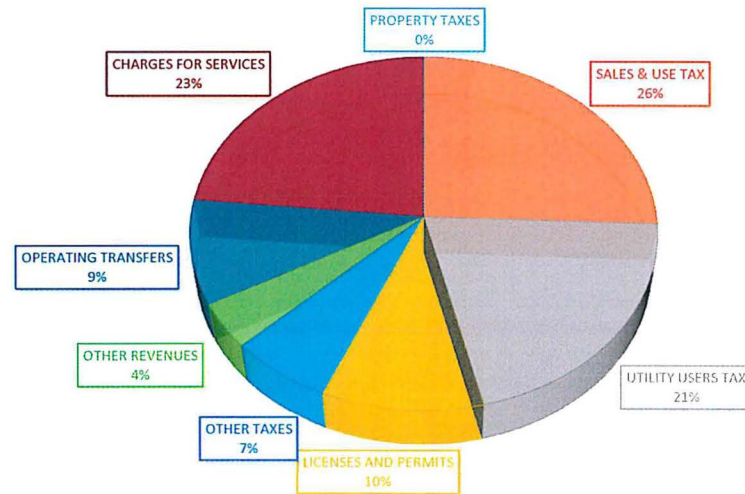
**REVENUE STATUS REPORT - GENERAL FUND
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2019 AND SEPTEMBER 30, 2018**

REVENUE SOURCE	2019-2020 ESTIMATED REVENUE	2019-2020 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 7,220,000	\$		\$ 6,889,846	\$	
OTHER TAXES:						
SALES AND USE TAX	6,322,477	997,111	15.77%	5,998,601	961,439	16.03%
UTILITY USERS TAX	4,350,000	840,398	19.32%	4,125,000	891,291	21.61%
TRANSIENT OCCUPANCY TAX	550,000			620,000		
PROPERTY TRANSFER TAX	85,000	15,562	18.31%	85,000	9,788	11.52%
FRANCHISE TAX	1,631,134	250,291	15.34%	1,611,134	250,291	15.54%
SALES TAX - PUBLIC SAFETY	220,000	46,302	21.05%	220,000	46,581	21.17%
LICENSES AND PERMITS:						
BUSINESS LICENSES	492,500	215,327	43.72%	481,800	213,328	44.28%
CONSTRUCTION PERMITS	480,000	199,485	41.56%	440,000	129,500	29.43%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	29,000			32,000		
OTHER TAXES	25,000			25,000		
REVENUE FROM AGENCIES-GRANTS	167,567			172,741	22,903	13.26%
USE OF MONEY AND PROPERTY	443,000	137,697	31.08%	405,800	117,386	28.93%
FINES AND FORFEITURES	32,000	7,574	23.67%	34,000	1,849	5.44%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	115,000	66,913	58.18%	129,000	26,036	20.18%
POLICE	560,000	64,720	11.56%	519,000	44,037	8.48%
FIRE	50,000	43,550	87.10%	45,000	39,325	87.39%
LIBRARY	40,000	7,802	19.51%	40,000	10,348	25.87%
RECREATIONAL	2,763,800	107,009	3.87%	2,738,739	121,955	4.45%
INTERDEPARTMENTAL	2,450,000	643,785	26.28%	2,400,000	644,295	26.85%
OTHER	61,272	21,973	35.86%	41,272	13,313	32.26%
OTHER REVENUES	80,200	21,724	27.09%	80,200	16,998	21.19%
SUBTOTALS	\$ 28,167,950	\$ 3,687,221	13.09%	\$ 27,134,133	\$ 3,560,664	13.12%
OPERATING TRANSFERS	1,221,362	228,959	18.75%	1,230,625	218,405	17.75%
DEBT SERVICE TRANSFERS	199,134	78,817	39.58%	199,250	53,133	26.67%
TOTALS	\$ 29,588,446	\$ 3,994,997	13.50%	\$ 28,564,008	\$ 3,832,202	13.42%

City of Porterville
General Fund Revenues
Quarters Ended September 30, 2019 and September 30, 2018



City of Porterville
General Fund Revenues
Quarter Ended September 30, 2019

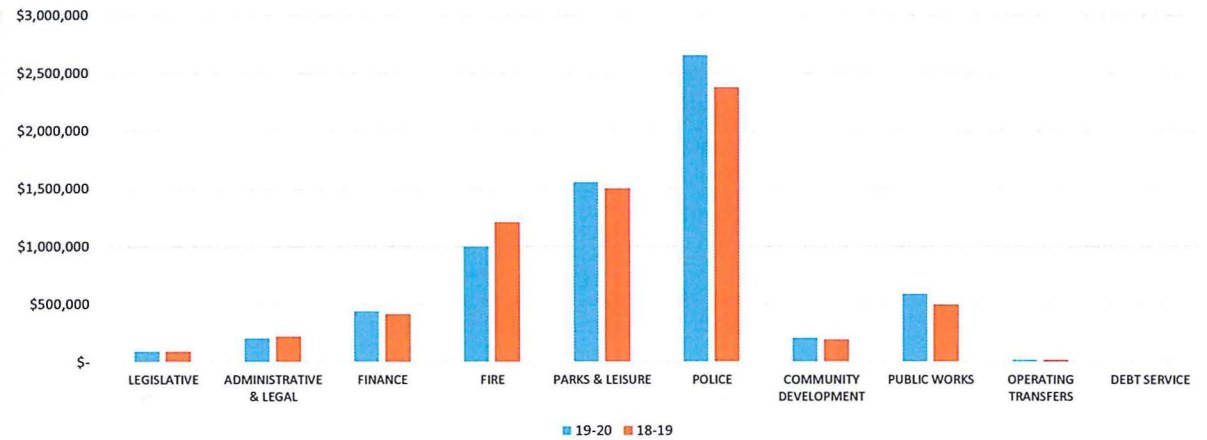


CITY OF PORTERVILLE

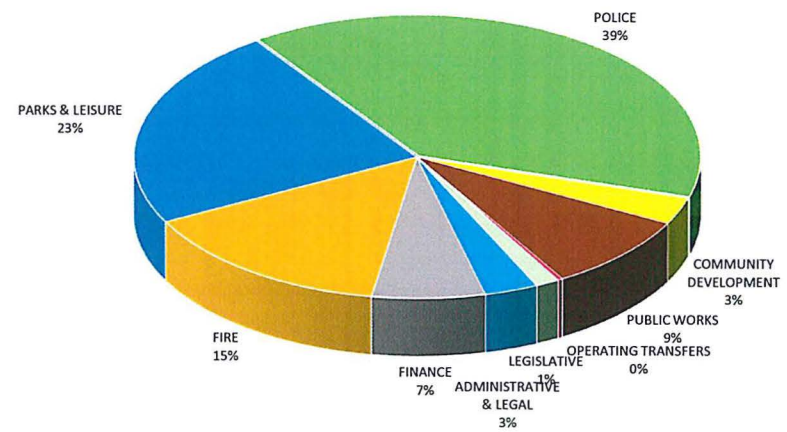
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2019 AND SEPTEMBER 30, 2018**

	2019-2020 AMENDED APPROP	2019-2020 YEAR-TO-DATE EXPEND	% OF APPROP	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 222,917	\$ 9,333	4.2%	\$ 252,917	\$ 26,937	10.7%
COMMUNITY PROMOTION	265,339	82,663	31.2%	236,653	63,632	26.9%
EMERGENCY OPERATIONS						
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	320,596	74,267	23.2%	318,526	68,891	21.6%
CITY CLERK	216,969	34,977	16.1%	190,463	45,064	23.7%
HUMAN RESOURCES	318,459	70,896	22.3%	308,614	76,789	24.9%
CITY ATTORNEY	225,000	27,195	12.1%	225,000	29,115	12.9%
FINANCE:						
FINANCE & ACCOUNTING	893,354	214,625	24.0%	902,024	208,498	23.1%
INFORMATION SERVICES	490,049	157,490	32.1%	472,829	131,703	27.9%
ADMINISTRATIVE SERVICES	351,382	66,102	18.8%	348,497	72,513	20.8%
POLICE PROTECTION	11,019,642	2,651,710	24.1%	10,498,068	2,375,583	22.6%
FIRE PROTECTION	4,337,124	1,000,522	23.1%	4,408,354	1,208,886	27.4%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	694,506	122,667	17.7%	643,169	131,101	20.4%
ECONOMIC DEVELOPMENT	473,329	85,787	18.1%	385,874	62,196	16.1%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,208,650	319,313	26.4%	1,161,034	253,921	21.9%
STREET MAINTENANCE	492,623	86,780	17.6%	482,842	85,848	17.8%
SIGNALS, SIGNING & STRIPING	386,891	61,711	16.0%	384,414	45,859	11.9%
STREET LIGHTING	507,773	91,527	18.0%	507,517	86,990	17.1%
STORM DRAINS	89,693	21,079	23.5%	83,818	12,545	15.0%
PARKING LOTS	56,893	9,457	16.6%	47,381	8,376	17.7%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,111,795	512,305	24.3%	1,990,891	517,956	26.0%
STREET TREES & PARKWAYS	218,234	47,485	21.8%	232,964	45,089	19.4%
COMMUNITY CENTERS	255,658	48,250	18.9%	224,086	66,386	29.6%
LEISURE SERVICES	314,811	75,415	24.0%	282,955	77,174	27.3%
LEISURE SERVICES - SPECIAL PROG	2,585,888	582,500	22.5%	2,524,117	524,979	20.8%
SWIMMING POOL	166,525	97,691	58.7%	169,023	83,427	49.4%
LIBRARY OPERATIONS	794,195	180,443	22.7%	781,635	179,881	23.0%
SPECIAL PROJECTS	24,645	10,318	41.9%	24,645	4,475	18.2%
 SUB TOTALS	 29,042,940	 \$ 6,742,510	 23.2%	 28,088,310	 6,493,813	 23.1%
 OPERATING TRANSFERS	 79,000	 17,250	 21.8%	 79,000	 17,250	 21.8%
DEBT SERVICE	1,705,953			1,723,011		
	<u>\$ 30,827,893</u>	<u>\$ 6,759,760</u>	21.9%	<u>\$ 29,890,321</u>	<u>\$ 6,511,063</u>	21.8%

City of Porterville
General Fund Expenditures
Quarters Ended September 30, 2019 and September 30, 2018



City of Porterville
General Fund Expenditures
Quarter Ended September 30, 2019

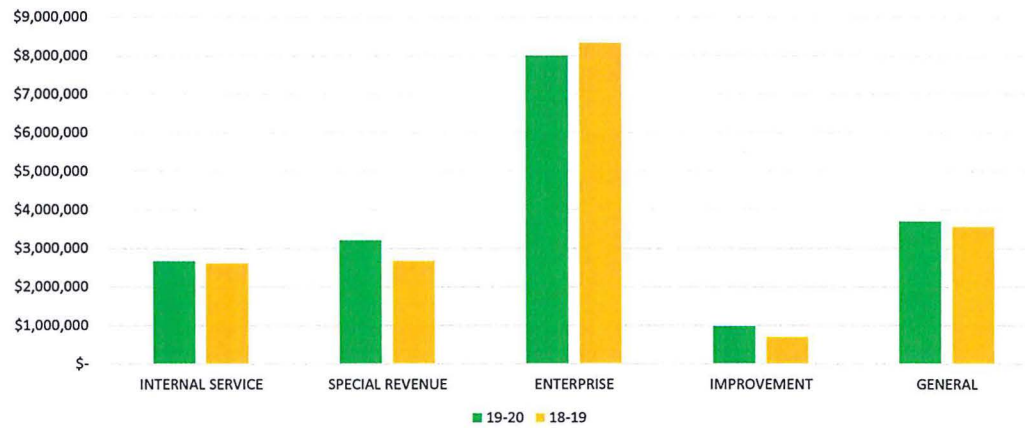


CITY OF PORTERVILLE

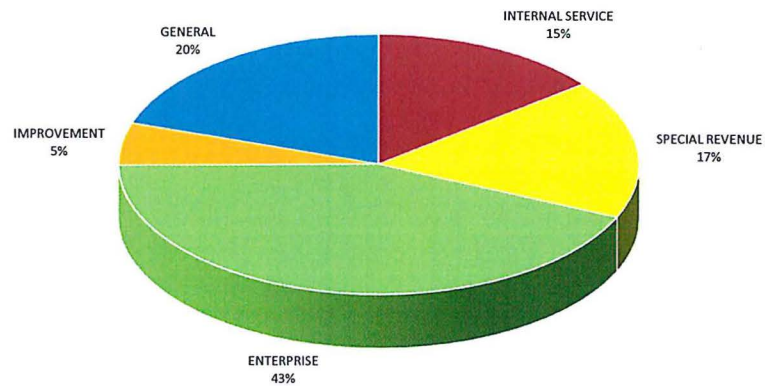
REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2019 AND SEPTEMBER 30, 2018

REVENUE SOURCE	2019-2020 ESTIMATED REVENUE	2019-2020 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,854,047	\$ 655,224	17.0%	\$ 3,719,011	\$ 616,900	16.6%
MEASURE I SALES TAX	6,665,239	945,528	-	-	-	-
SPECIAL GAS TAX	3,615,857	1,075,011	29.7%	3,925,439	930,951	23.7%
LOCAL TRANSPORTATION FUNDS (LTF)	10,884,126	229,976	2.1%	11,239,674	1,019,555	9.1%
TRAFFIC SAFETY FUND	120,400	18,034	15.0%	150,400	14,599	9.7%
ZALUD ESTATE	7,800	2,400	30.8%	7,700	1,252	16.3%
COMMUNITY DEVELOPMENT BLOCK GRANT	834,422	6,562	0.8%	775,500	12,495	1.6%
TRANSIT	11,643,953	610,534	5.2%	15,452,340	814,649	5.3%
SPECIAL SAFETY GRANTS	151,500	5,589	3.7%	291,800	801	0.3%
SEWER OPERATING	7,142,596	1,699,931	23.8%	7,148,447	1,719,511	24.1%
REFUSE REMOVAL	6,032,500	1,482,457	24.6%	5,980,000	1,478,341	24.7%
AIRPORT OPERATIONS	1,476,800	481,240	32.6%	1,788,900	584,948	32.7%
GOLF COURSE	168,500	45,443	27.0%	171,500	43,581	25.4%
WATER OPERATING	12,469,100	3,674,631	29.5%	11,903,750	3,695,255	31.0%
RISK MANAGEMENT	6,821,402	1,732,771	25.4%	6,635,519	1,666,647	25.1%
EQUIPMENT MAINTENANCE	3,608,000	925,919	25.7%	3,315,000	942,267	28.4%
LANDSCAPE MAINTENANCE DISTRICT	112,540			85,000		
WATER REPLACEMENT	21,037,761	303,762	1.4%	21,420,524	188,209	0.9%
SOLID WASTE RESERVE	1,775,356	244,819	13.8%	2,319,462	255,585	11.0%
SEWER REVOLVING	337,084	124,540	36.9%	317,058	95,078	30.0%
TRANSPORTATION DEVELOPMENT	210,000	133,326	63.5%	210,000	28,543	13.6%
PARK DEVELOPMENT	50,050	40,802	81.5%	50,050	14,807	29.6%
TREATMENT PLANT RESERVE	583,792	302,110	51.7%	581,248	159,654	27.5%
STORM DRAIN DEVELOPMENT	125,000	84,759	67.8%	120,000	31,354	26.1%
BUILDING CONSTRUCTION	5,000	2,042	40.8%	5,000	2,298	46.0%
TOTALS	\$ <u>99,732,825</u>	\$ <u>14,827,409</u>	14.9%	\$ <u>97,613,322</u>	\$ <u>14,317,281</u>	14.7%

City of Porterville
Revenue by Fund Type
Quarters Ended September 30, 2019 and September 30, 2018



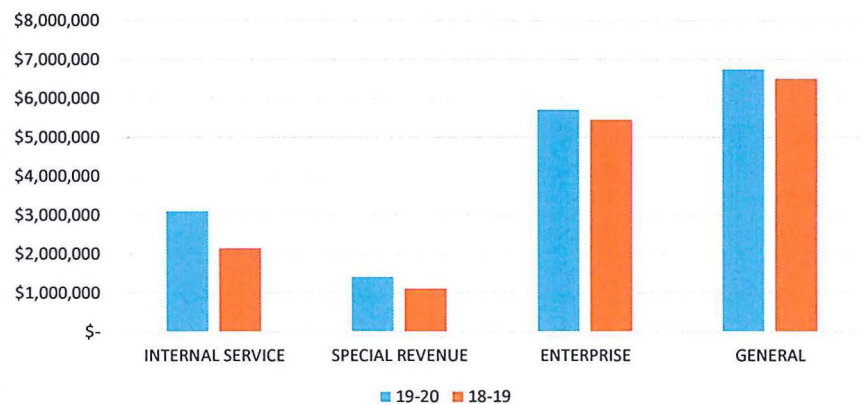
City of Porterville
Revenue by Fund Type
Quarter Ended September 30, 2019



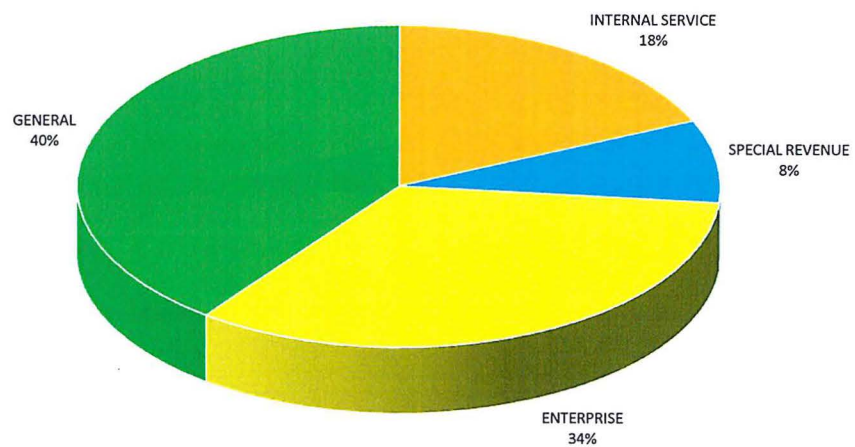
CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2019 AND SEPTEMBER 30, 2018

	2019-2020 AMENDED APPROP	2019-2020 YEAR-TO-DATE EXPEND	% OF APPROP	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 3,976,351	\$ 963,593	24.2%	\$ 3,869,533	\$ 975,955	25.2%
MEASURE I SALES TAX	3,022,750	300,769	-	-	-	-
ZALUD ESTATE	23,955	6,030	25.2%	22,505	4,182	18.6%
COMMUNITY DEVELOPMENT BLOCK GRANT	812,415	48,713	6.0%	734,480	41,566	5.7%
TRANSIT	4,569,628	949,080	20.8%	4,011,228	784,790	19.6%
SPECIAL SAFETY GRANTS	311,411	64,920	20.8%	351,017	63,737	18.2%
SEWER OPERATING	6,187,428	1,215,395	19.6%	6,411,634	1,200,059	18.7%
REFUSE REMOVAL	6,467,269	1,460,488	22.6%	6,391,645	1,271,319	19.9%
AIRPORT	1,362,868	330,601	24.3%	1,551,236	467,930	30.2%
GOLF COURSE	433,299	99,944	23.1%	417,196	113,940	27.3%
WATER OPERATING	7,701,806	1,640,410	21.3%	7,304,698	1,599,068	21.9%
RISK MANAGEMENT	6,317,524	2,364,268	37.4%	6,503,564	1,384,128	21.3%
EQUIPMENT MAINTENANCE	3,661,301	736,658	20.1%	3,311,647	756,238	22.8%
LANDSCAPE MAINTENANCE DISTRICT	159,471	29,518	18.5%	174,970	27,320	15.6%
TOTALS	\$ <u>45,007,476</u>	\$ <u>10,210,386</u>	22.7%	\$ <u>41,055,353</u>	\$ <u>8,690,233</u>	21.2%

City of Porterville
Expenditures by Fund Type
Quarters Ended September 30, 2019 and September 30, 2018



City of Porterville
Expenditures by Fund Type
Quarter Ended September 30, 2019



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Quarters Ended September 30, 2019 and September 30, 2018

	<u>FY 2019-20</u>	<u>FY 2018-19</u>
REVENUES		
Sales Tax - Measure H	\$ 650,746	614,378
Interest	4,066	2,129
Police Services	412	393
Contributions	-	-
TOTAL REVENUES	<u>655,224</u>	<u>616,900</u>
EXPENDITURES		
Police Department	410,167	381,934
Fire Department	399,342	467,563
Public Safety Station	9,728	9,456
Library & Literacy	144,356	117,001
TOTAL EXPENDITURES	<u>963,593</u>	<u>975,955</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u><u>(308,368)</u></u>	\$ <u><u>(359,054)</u></u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Quarters Ended September 30, 2019 and September 30, 2018

	<u>FY 2019-20</u>	<u>FY 2018-19</u>
REVENUES		
Sales Tax - Measure I	\$ 937,054	\$ -
Interest	8,473	-
Contributions	-	-
TOTAL REVENUES	<u>945,528</u>	<u>-</u>
EXPENDITURES		
Police Department	200,376	-
Fire Department	99,349	-
Streets Program	1,044	-
TOTAL EXPENDITURES	<u>300,769</u>	<u>-</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ 644,759</u>	<u>\$ -</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Quarters Ended September 30, 2019 and September 30, 2018

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>9/30/2019 NET OPERATING PROFIT (LOSS)</u>	<u>9/30/2018 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 2,400	\$ (6,030)	\$ (3,630)	\$ (2,930)
Transit	\$ 610,534	\$ (2,836,842)	\$ (2,226,308)	\$ (2,412,674)
Sewer Operating	\$ 1,699,931	\$ (1,215,395)	\$ 484,536	\$ 519,452
Solid Waste	\$ 1,482,457	\$ (1,460,488)	\$ 21,969	\$ 207,022
Airport	\$ 481,240	\$ (330,601)	\$ 150,639	\$ 117,018
Golf	\$ 45,443	\$ (99,944)	\$ (54,501)	\$ (70,359)
Water Operating	\$ 3,674,631	\$ (1,640,410)	\$ 2,034,220	\$ 2,096,187



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Status and Review of Declaration of Local Emergency

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of 55 gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to 50 gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City of Porterville will need to submit its plan for compliance for approval by the State Water Resources Control Board.

At its last meeting on October 15, 2019, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Twenty-six (26) residences within the city were determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide initial source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its eighty (80) residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought

Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (70), which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff continues to work with County staff toward the transfer of the well's ownership from the County to the City.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible 800 residences in East Porterville to the City's water system.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of

focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections. City staff has been made aware that there may be additional residences whose wells are dry that are located along existing City water lines, which Self-Help may request the City allow the placement of temporary water tanks at the residences for up to six (6) months so that the affected residents would be eligible for State-funded connections.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019.

DDW has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves fourteen (14) residences and approximately 45 people. DDW is wishing to provide financial

support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the 31 residences the system serves. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

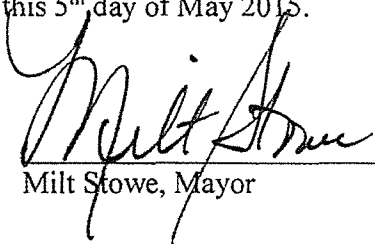
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

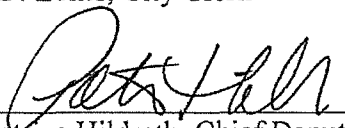
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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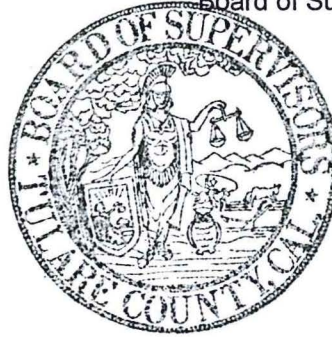
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. [Signature] for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

Legend

-  East Porterville Project Boundary
-  Parcels Within Project Boundary Area (1,776)
-  City Limits
-  UDB

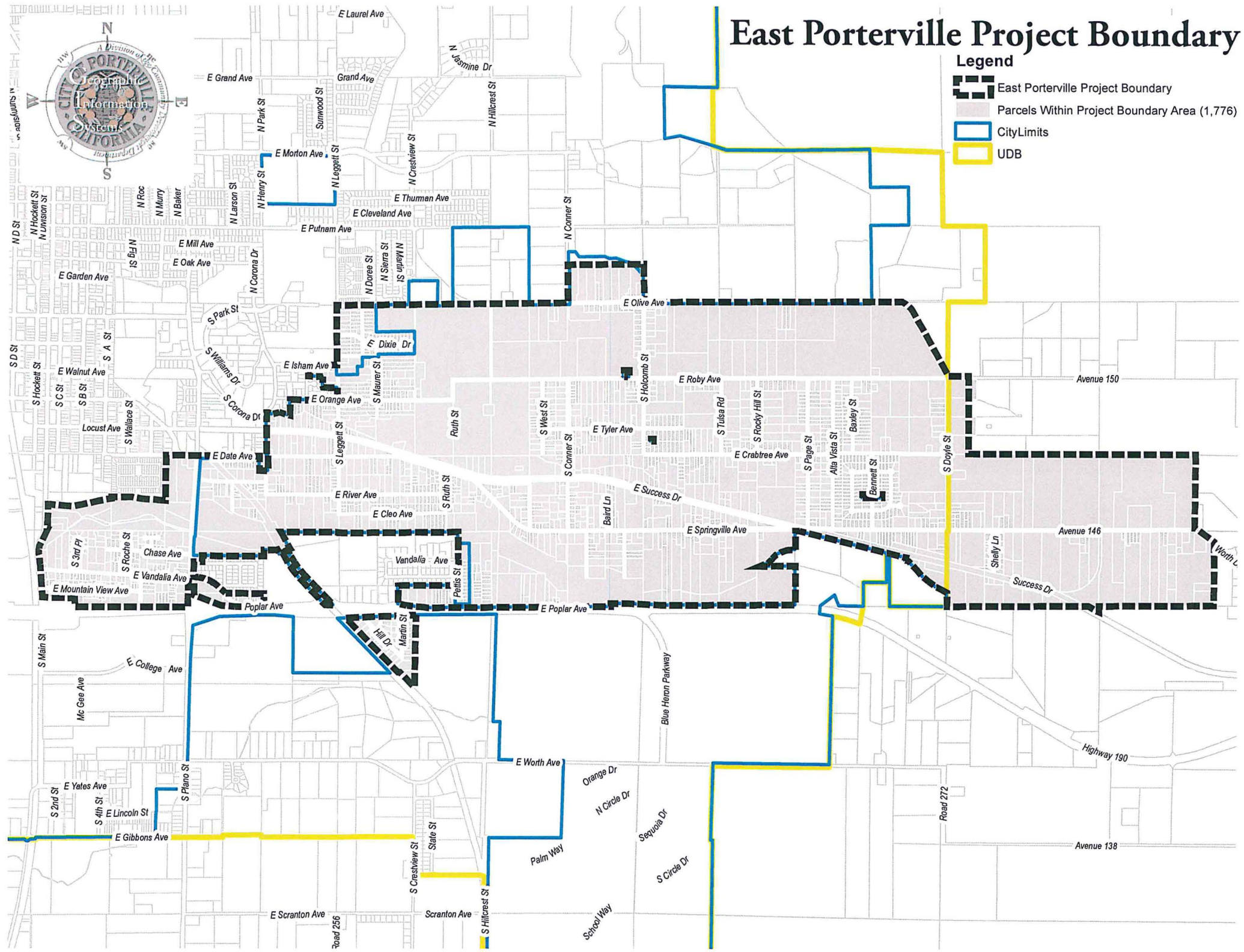


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

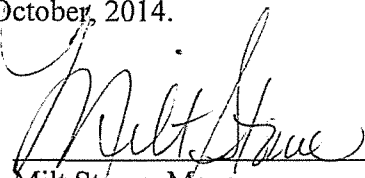
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

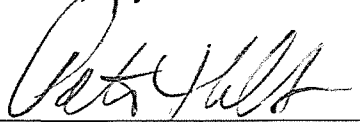
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

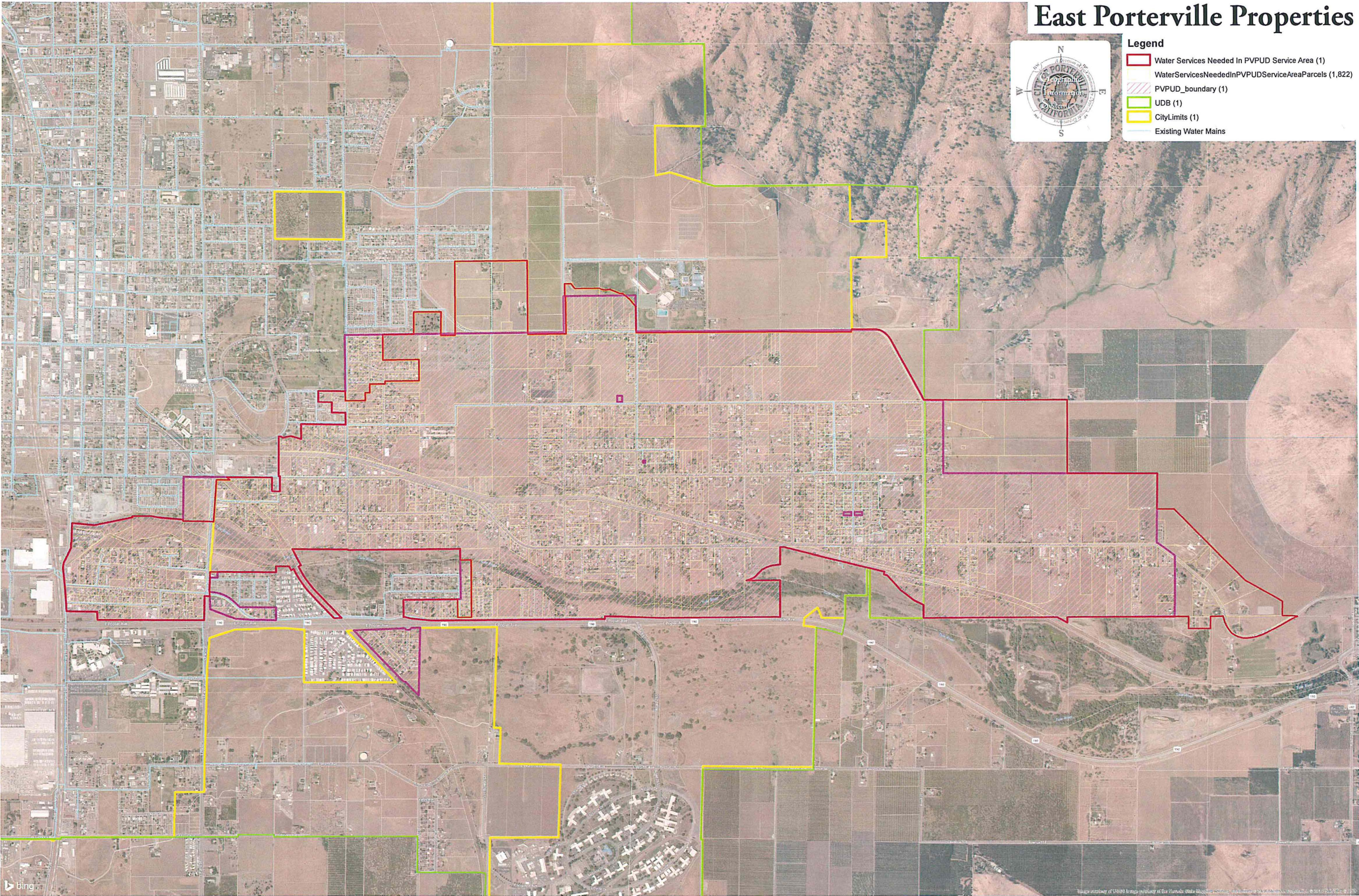
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



- Legend**
- Water Services Needed In PVPUD Service Area (1)
 - WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
 - PVPUD_boundary (1)
 - UDB (1)
 - CityLimits (1)
 - Existing Water Mains



STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

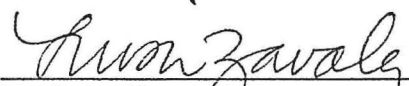

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following

Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. ~~County and~~County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

Mr. Michael K. Reed
Public Works Director
City of Porterville
291 North Main Street
Porterville, California 93257

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: City Council Member Budget Contributions to the United States Marine Corps Reserve "Toys for Tots" Program

SOURCE: City Manager's Office

COMMENT: At its meeting on October 15, 2019, the City Council considered a request by Council Member Stowe to allow Members of Council to contribute funds from their individual Member budgets to the local United States Marine Corps Reserve "Toys for Tots" program. Instead of considering the request as a Scheduled Matter on its next regular Agenda, the Council gave direction to consider the total contribution of \$2,500 to the local "Toys for Tots" Program, with the appropriation of \$500 from each Council Member's budget on the Consent Agenda. The Council gave further direction that the contributed funds be required to be expended at retail businesses within city limits, to be verified by staff with the submission of receipts.

RECOMMENDATION: That the City Council:

1. Approve the City's contribution of \$2,500 to the United States Marine Corps Reserve "Toys for Tots" Program;
2. Approve the appropriation of \$500 from each Council Member's budget; and
3. Require that the contributed funds be expended at retail businesses within city limits, to be verified by the submission of receipts.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Adoption of the 2019 California Fire Code

SOURCE: Fire

COMMENT: The 2019 California Fire Code will become State mandated as of January 1, 2020. Each jurisdiction has the opportunity to adopt the Fire Code, and to include amendments and tailor certain provisions to the jurisdiction. The Fire Code is updated every three (3) years to reflect the latest materials and construction techniques available to the construction industry. The last published California Fire Code was updated in 2016.

Effective January 1, 2020, the State of California will have adopted the 2019 International Fire Code as the State Code for Fire. As is done with each Code cycle, staff recommends that the City Council use this opportunity to make changes and updates to Chapter 12, Article 1 of the Porterville Municipal Code in order to mirror the current California edition and eliminate redundant language. Staff is not recommending any additional local provisions beyond the proposed State Code. The Ordinance, if adopted by the Council, would amend Chapter 12, Article 1 of the Porterville Municipal Code as it pertains to the Fire Department to reflect the current State standards.

RECOMMENDATION: That City Council:

1. Conduct a Public Hearing to receive input regarding the revision of Chapter 12, Article 1, of the Porterville Municipal Code, to comply with the 2019 Edition of the California Fire Code;
2. Approve first reading the draft Ordinance revising Chapter 12, Article 1 of the Porterville Municipal Code; and
3. Waive further reading and order the Ordinance to print.

ATTACHMENTS:

1. Chapter 12, Article 1 (Current)
2. Chapter 12, Article 1 (Stricken)
3. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

12-1.1: CALIFORNIA FIRE CODE ADOPTION:

A. Adoption: There is hereby adopted by the Council of the City of Porterville for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the California Fire Code, published by the International Code Council being particularly the 2016 edition thereof together with the following appendices thereto, and the California Fire Code standards are hereby amended and changed as follows:

Adoption of appendices: Appendix chapter 4, appendix B as amended by this Code, appendix C, appendix D as amended by this Code, appendices E, F, G, H, I, J, K, L, M, and N.

B. Fire Code Amendments:

1. Section 105.1.1 is amended to read as follows:

105.1.1 Permits required. A property owner or owner's authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make application to the Building Department and obtain the required permit.

2. The exception to section D104.2 of Appendix D is deleted.

3. The exception to Section D106.1 of Appendix D is deleted.

4. Exceptions 1 & 2 of section D107.1 of Appendix D are deleted.

5. Sections 108, 108.1, 108.2, and 108.3 are deleted.

C. Fire Code Copy On File: One (1) copy has been and now is filed in the Office of the Fire Marshal of the City of Porterville and the same hereby adopted with the amendments herein set forth and incorporated as fully as if at length herein and provisions thereto shall be controlling within the limits of the City of Porterville. (Ord. 1839, 11-1-2016)

12-1.1.1: SEVERABILITY:

If any provision of this article or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this article that can be given effect without the invalid provision of application, and to this end the provisions of this article are severable. (Ord. 1839, 11-1-2016)

12-1.2: BUREAU OF FIRE PREVENTION; ESTABLISHED; SUPERVISION; ENFORCEMENT OF CHAPTER:

The Fire Code adopted by section [12-1.1](#) of this article shall be enforced by the Bureau of Fire Prevention in the Fire Department of the City which is hereby established and which shall be operated under the supervision of the Chief of the Fire Department. (Ord. 715 § 2; Ord. 880 § G, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.3: BUREAU OF FIRE PREVENTION; FIRE MARSHAL IN CHARGE:

The Fire Marshal, named and appointed by the Chief of the Fire Department, shall be in charge of the Bureau of Fire Prevention. (Ord. 715 § 2; Ord. 880 § G, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.4: BUREAU OF FIRE PREVENTION; MEANING OF TERM FIRE MARSHAL:

Where the Chief of the Bureau of Fire Prevention is given the title "Fire Marshal" the words "Chief of the Bureau of Fire Prevention" shall be held to mean the Fire Marshal. (Ord. 715 § 3; Ord. 880 § G, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.5: APPLICABILITY OF COUNTY AIR POLLUTION RULES AND REGULATIONS TO ALL BURNING:

All burning within the City of Porterville shall comply with the rules and regulations of the Air Pollution Control District, County of Tulare, State of California. (Ord. 1083 § A, 11-4-1975; Ord. 1569, 1-19-1999)

12-1.6: STORAGE, OPERATION AND USE OF LIQUEFIED PETROLEUM GASES:

Nothing contained in the referenced edition of the Fire Code shall be construed as to exempt any person, firm or corporation from complying with all applicable regulations and restrictions of the zoning ordinance of the City of Porterville regarding the storage, operation and use of liquefied petroleum gases (LPG). LPG may be used as a second fuel for emergency generators as permitted by the Fire Code. LPG will also be permitted for fueling mobile equipment. (Ord. 1083 § A, 11-4-1975; Ord. 1302 § C, 3-6-1984; Ord. 1568, 1-19-1999)

12-1.7: APPEALS FROM ADMINISTRATIVE DECISIONS:

Whenever the Chief of the Fire Department or the Fire Marshal shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of this Code do not apply or that the true intent and meaning of this Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Chief of the Fire Department or the Fire Marshal to the official Appeals Board, named and appointed under the Fire Code of the City within thirty (30) days from the date of the decision appealed and the decision of the Appeals Board shall be final. (Ord. 715 § 7; Ord. 880 § G, 5-16-1970; Ord. 1563, 1-19-1999)

12-1.8: OPEN BURNING, RECREATIONAL FIRES, AND PORTABLE OUTDOOR FIREPLACES:

All open burning, recreational fires and portable outdoor fireplaces shall comply with the requirements set forth in the California Fire Code.

Nothing within this article shall be construed as exempting a person from complying with the requirements set forth with San Joaquin Valley Air Pollution Control District.

Landowners must implement Best Management Practices or reasonable alternatives to open burning for controlling and disposing of tumbleweeds on their property as set forth with San Joaquin Air Pollution Control District. A burn permit may be issued for burning tumbleweeds once the district has deemed that the only disposal method for the site is by open burning and the smoke will not

affect smoke sensitive areas or contribute to a nuisance.

Permits are to be issued by SJVAPCD and permittee must comply with all requirements. Permittee must also notify the City of Porterville Fire Department prior to burning. (Ord. 1769, 11-16-2010)

12-1.9: PERMITS FOR NEW MATERIALS, PROCESSES OR OCCUPANCIES:

The City Manager, Chief of the Fire Department and the Chief of the Bureau of Fire Prevention shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those now enumerated in such Code. The Chief of the Bureau of Fire Prevention shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons. (Ord. 715 § 8; Ord. 880 § G, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.10: VIOLATIONS; PENALTIES:

Any person who shall violate any of the provisions of the Fire Code adopted by section [12-1.1](#) of this article, or its amendments, or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Appeals Board or by a court of competent jurisdiction, within the time fixed herein, and any person violating any of the terms and provisions of this chapter with its amendments, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment of not more than six (6) months in the City or County Jail, or by both such fine and imprisonment. (Ord. 715 § 10; Ord. 880 § H, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.11: INTERFERENCE WITH OPERATION OR WORK OF FIRE DEPARTMENT¹:

It shall be unlawful for any person to interfere with any operation or work of the Fire Department of the City of Porterville or any of the members thereof while the same are responding to or operating at the same or any fire or other emergency within the City of Porterville. (Ord. 966 § A, 2-5-1970; Ord. 1568, 1-19-1999)

ORDINANCE NO. ~~1839~~ _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 12, **ARTICLE 1** OF THE CODE OF THE CITY OF PORTERVILLE ADOPTING BY REFERENCE EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE, THE ~~2016~~ 2019 EDITION OF THE CALIFORNIA FIRE CODE ALONG WITH DESIGNATED APPENDICES, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS:

A. That Chapter 12, Article 1, of the Porterville city code is hereby amended to read as follows:

12-1.1: CALIFORNIA FIRE CODE ADOPTION:

A. Adoption: There is hereby adopted by the Council of the City of Porterville for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the California Fire Code, published by the International Code Council being particularly the ~~2016~~ 2019 edition thereof together with the following appendices thereto: ~~and~~ 4, B, BB, C, CC, D, E, F, G, H, I, J and O, to all intents and purposes and to the same effect as if each and every sentence, paragraph, word and clause in said codes mentioned are referred to herein or therein were fully and specifically set forth herein, are hereby adopted and enacted by the Council of the City of Porterville as ~~the California Fire Code standards are hereby~~ amended and changed as follows:

~~Adoption of appendices: Appendix chapter 4, appendix B as amended by this Code, appendix C, appendix D as amended by this Code, appendices E, F, G, H, I, J, K, L, M, and N.~~

B. Fire Code Amendments:

1. Section **[A]** 105.1.1 is amended to read as follows:

[A] 105.1.1 Permits required. A property owner or owner's authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make application to the Building Department and obtain the required permit.

2. Section **[A]** 110.4 is amended to read as follows:

[A] 110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a ~~[SPECIFY OFFENSE]~~ **misdemeanor**, punishable

by a fine of not more than ~~[AMOUNT]~~ five hundred dollars (\$500.00) or by imprisonment not exceeding one hundred eighty days (180) or six (6) months ~~[NUMBER OF DAYS]~~, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Alternatively, the City of Porterville reserves the right to enforce violations of this code utilizing the Administrative Citation process outlined in Chapter 2, Article 14 of the Porterville City Code.

3. Appendix C, Section C103.1 is amended to read as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be ~~in accordance with Sections C103.2 and C103.3~~ spaced at no greater than three hundred (300) feet in commercial applications and no greater than five hundred (500) feet in residential applications.

4. Appendix CC, Section CC105.2 is deleted

5. The exception to section D104.2 of Appendix D is deleted.

6. The exception to Section D106.1 of Appendix D is deleted.

7. Exceptions 1 & 2 of section D107.1 of Appendix D are deleted.

8. ~~Sections 108, 108.1, 108.2, and 108.3~~ Chapter 1, Section 109; Chapter 36; Appendix A; Appendix K; Appendix L; Appendix M; Appendix N are deleted

C. Fire Code Copy On File: One (1) copy has been and now is filed in the Office of the Fire Marshal of the City of Porterville and the same hereby adopted with the amendments herein set forth and incorporated as fully as if at length herein and provisions thereto shall be controlling within the limits of the City of Porterville. (Ord. 1839, 11-1-2016)

12-1.1.1: SEVERABILITY:

If any provision of this article or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this article that can be given effect without the invalid provision of application, and to this end the provisions of this article are severable. (Ord. 1839, 11-1-2016)

12-1.2: BUREAU OF FIRE PREVENTION; ESTABLISHED; SUPERVISION; ENFORCEMENT OF CHAPTER:

The Fire Code adopted by section 12-1.1 of this article shall be enforced by the Bureau of Fire Prevention in the Fire Department of the City which is hereby established and which shall be operated under the supervision of the Chief of the Fire Department. (Ord. 715 § 2; Ord. 880 § G, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.3: BUREAU OF FIRE PREVENTION; FIRE MARSHAL IN CHARGE:

The Fire Marshal, named and appointed by the Chief of the Fire Department, shall be in charge of the Bureau of Fire Prevention. (Ord. 715 § 2; Ord. 880 § G, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.4: BUREAU OF FIRE PREVENTION; MEANING OF TERM FIRE MARSHAL:

Where the Chief of the Bureau of Fire Prevention is given the title "Fire Marshal" the words "Chief of the Bureau of Fire Prevention" shall be held to mean the Fire Marshal. (Ord. 715 § 3; Ord. 880 § G, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.5: APPLICABILITY OF COUNTY AIR POLLUTION RULES AND REGULATIONS TO ALL BURNING:

All burning within the City of Porterville shall comply with the rules and regulations of the Air Pollution Control District, County of Tulare, State of California. (Ord. 1083 § A, 11-4-1975; Ord. 1569, 1-19-1999)

12-1.6: STORAGE, OPERATION AND USE OF LIQUEFIED PETROLEUM GASES:

Nothing contained in the referenced edition of the Fire Code shall be construed as to exempt any person, firm or corporation from complying with all applicable regulations and restrictions of the zoning ordinance of the City of Porterville regarding the storage, operation and use of liquefied petroleum gases (LPG). LPG may be used as a second fuel for emergency generators as permitted by the Fire Code. LPG will also be permitted for fueling mobile equipment. (Ord. 1083 § A, 11-4-1975; Ord. 1302 § C, 3-6-1984; Ord. 1568, 1-19-1999)

12-1.7: APPEALS FROM ADMINISTRATIVE DECISIONS:

Whenever the Chief of the Fire Department or the Fire Marshal shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of this Code do not apply or that the true intent and meaning of this Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Chief of the Fire Department or the Fire Marshal to the ~~official Appeals Board, named and appointed under the Fire Code of the City~~ **California Office of the State Fire Marshal** within thirty (30) days from the date of the decision ~~appealed and~~ the decision of the ~~Appeals Board~~ **State Fire Marshal** shall be final. (Ord. 715 § 7; Ord. 880 § G, 5-16-1970; Ord. 1563, 1-19-1999)

12-1.8: OPEN BURNING, RECREATIONAL FIRES, AND PORTABLE OUTDOOR FIREPLACES:

All open burning, recreational fires and portable outdoor fireplaces shall comply with the requirements set forth in the California Fire Code.

Nothing within this article shall be construed as exempting a person from complying with the requirements set forth with San Joaquin Valley Air Pollution Control District.

Landowners must implement Best Management Practices or reasonable alternatives to open burning for controlling and disposing of tumbleweeds on their property as set forth

with San Joaquin Air Pollution Control District. A burn permit may be issued for burning tumbleweeds once the district has deemed that the only disposal method for the site is by open burning and the smoke will not affect smoke sensitive areas or contribute to a nuisance.

Permits are to be issued by SJVAPCD and permittee must comply with all requirements. Permittee must also notify the City of Porterville Fire Department prior to burning. (Ord. 1769, 11-16-2010)

12-1.9: PERMITS FOR NEW MATERIALS, PROCESSES OR OCCUPANCIES:

The City Manager, Chief of the Fire Department and the Chief of the Bureau of Fire Prevention shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those now enumerated in such Code. The Chief of the Bureau of Fire Prevention shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons. (Ord. 715 § 8; Ord. 880 § G, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.10: VIOLATIONS; PENALTIES:

Any person who shall violate any of the provisions of the Fire Code adopted by section 12-1.1 of this article, or its amendments, or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the ~~Appeals Board~~ State Fire Marshal or by a court of competent jurisdiction, within the time fixed herein, and any person violating any of the terms and provisions of this chapter with its amendments, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment of not more than six (6) months in the City or County Jail, or by both such fine and imprisonment. **Alternatively, the City of Porterville reserves the right to enforce violations of this code utilizing the Administrative Citation process outlined in Chapter 2, Article 14 of the Porterville City Code.** (Ord. 715 § 10; Ord. 880 § H, 5-16-1967; Ord. 1568, 1-19-1999)

12-1.11: INTERFERENCE WITH OPERATION OR WORK OF FIRE DEPARTMENT¹:

It shall be unlawful for any person to interfere with any operation or work of the Fire Department of the City of Porterville or any of the members thereof while the same are responding to or operating at the same or any fire or other emergency within the City of Porterville. (Ord. 966 § A, 2-5-1970; Ord. 1568, 1-19-1999)

B. Ordinance No. 1839 of the Municipal Code of the City of Porterville is hereby repealed.

C. This Ordinance shall be in full force and in effect on January 1, 2020.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 12, ARTICLE 1 OF THE CODE OF THE CITY OF
PORTERVILLE ADOPTING BY REFERENCE EXCEPT AS OTHERWISE
PROVIDED IN THIS ARTICLE, THE 2019 EDITION OF THE CALIFORNIA
FIRE CODE ALONG WITH DESIGNATED APPENDICES, PUBLISHED BY
THE INTERNATIONAL CODE COUNCIL**

**THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS
FOLLOWS:**

A. That Chapter 12, Article 1, of the Porterville city code is hereby amended to read as follows:

12-1.1: CALIFORNIA FIRE CODE ADOPTION:

A. Adoption: There is hereby adopted by the Council of the City of Porterville for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the California Fire Code, published by the International Code Council being particularly the 2019 edition thereof together with the following appendices thereto: 4, B, BB, C, CC, D, E, F, G, H, I, J and O, to all intents and purposes and to the same effect as if each and every sentence, paragraph, word and clause in said codes mentioned are referred to herein or therein were fully and specifically set forth herein, are hereby adopted and enacted by the Council of the City of Porterville as amended and changed as follows:

B. Fire Code Amendments:

1. Section [A] 105.1.1 is amended to read as follows:

[A] 105.1.1 Permits required. A property owner or owner's authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make application to the Building Department and obtain the required permit.

2. Section [A] 110.4 is amended to read as follows:

[A] 110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding one hundred eighty days (180) or six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Alternatively, the City of Porterville reserves the right

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8. Chapter 1, Section 109; Chapter 36; Appendix A; Appendix K; Appendix L; Appendix M; Appendix N are deleted

C. Fire Code Copy On File: One (1) copy has been and now is filed in the Office of the Fire Marshal of the City of Porterville and the same hereby adopted with the amendments herein set forth and incorporated as fully as if at length herein and provisions thereto shall be controlling within the limits of the City of Porterville. (Ord. 1839, 11-1-2016)

12-1.1.1: SEVERABILITY:

If any provision of this article or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this article that can be given effect without the invalid provision of application, and to this end the provisions of this article are severable. (Ord. 1839, 11-1-2016)

12-1.2: BUREAU OF FIRE PREVENTION; ESTABLISHED; SUPERVISION; ENFORCEMENT OF CHAPTER:

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12-1.11: INTERFERENCE WITH OPERATION OR WORK OF FIRE DEPARTMENT¹:

It shall be unlawful for any person to interfere with any operation or work of the Fire Department of the City of Porterville or any of the members thereof while the same are responding to or operating at the same or any fire or other emergency within the City of Porterville. (Ord. 966 § A, 2-5-1970; Ord. 1568, 1-19-1999)

B. Ordinance No. 1839 of the Municipal Code of the City of Porterville is hereby repealed.

C. This Ordinance shall be in full force and in effect on January 1, 2020



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Repeal and Replace Series 200 and Series 300 of the Porterville Development Code

SOURCE: Community Development

COMMENT: As part of regular daily activities, staff has encountered an assortment of phrases within the Development Code that result in inconsistencies or ambiguities. In an effort to correct these issues, staff proposes a series of clarifications that will allow the clearer enforcement of the Code to meet the intent. Some of these proposed amendments simply reformat a section to make it more understandable to the public; some relate to public safety or are required to comply with new State law. Most are intended to limit possible impediments to new development - specifically as it relates to affordable housing and commercial development. A summary of the proposed changes is below.

Series 200

In all applicable Land Use Tables:

- Clarified that Multi-Family Residential includes additional regulations found in 201.04.
- Clarified that all telecommunication facilities must be separated by at least 300 feet from a R district, as required per 301.20 (e)(4)(a).
- In footnotes for all caretaker units, added clarifier that caretaker dwellings shall be a permanent structure.

In 203, increased maximum Floor Area Ratio from 0.35 and 0.40 to 0.50 for CR and CG, respectively. All other standards, such as landscaping and parking area, must still be met, which will limit the applicability unless the developer is constructing multiple stories. However, for those who are willing to accept that expense, this provides greater flexibility in project design.

Series 300

300.07 Lighting and Illumination: References were changed from Watts to Lumens to avoid confusion resulting from new technology.

301.09 The “Home Occupations” section was completely reformatted. Additionally, language was added to provide clarification that handyman services can be based at home, but no trade-work will be allowed at the home occupation residence.

301.15 Residential Care Facilities: Eliminated text, number reserved. In light of recent legislation, local agencies can no longer regulate Residential Care Facilities.

301.21 Temporary Uses: In response to concerns arising from temporary uses impacting air quality, language was relocated from later in this section to the beginning of the section. This change would require that sites for temporary uses need to be paved or improved per City standards. Additionally, regulations were added to address use of RVs for event employees in association with a temporary use.

Table 304.04A Parking: As previously directed by the Council, this table was updated to change the number of parking spaces required for 3-bedroom units and the guest parking ratio associated with multi-family residential development.

304.07C Parking: As it relates to receipt of in-lieu payments to offset downtown parking requirements, “Successor Agency” was replaced with “City of Porterville”.

304.10G Parking lot lighting: Use of the term “Public” was intended to mean parking that is open and useable by customers of a site, but has been confused with “City-owned”. The word “Public” was removed.

304.11 Parking and storage for large vehicles: Added the phrase “large commercial vehicles” to clarify that such vehicles aren’t permitted to be parked in residential areas; this supplements language in Chapter 17.

305.05(N) Signage: Added “Welcome” sign exemption to accommodate Council’s interest in developing such signage near major entrances to the city.

305.10(H)(1) Signage: Commercial Center Signs - clarified these are subject to definition of Identification Signs and changed number of uses to 4, to comply with expectation of Commercial Centers in Section 204.

305.11(A) Signage: Changed “commercial uses” to Non-residential uses. This clarification is needed in light of the case law ruling that signage must be content neutral.

307.05(B)(2) Non-conforming parking: Added clarifier that the 25% expansion threshold is limited to habitable space, and for example, does not include patios.

In addition to the changes noted above, staff had proposed recommended changes to Section 301.16 - Accessory Dwelling Units. However, given recent State legislation, staff instead recommends not making any changes to this section at this time, as there are additional edits that would be required to comply with the new laws. Based on review of those various pieces of legislation, it seems there are certain provisions that may conflict with one another. Rather than addressing that legislation at this time, staff will present a separate amendment early next year, once any technical adjustments are made at the State level.

RECOMMENDATION: That the City Council approve the draft Ordinance, waive further reading, and order to print.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
REPEALING AND REPLACING SERIES 200 AND SERIES 300 OF THE
PORTERVILLE DEVELOPMENT CODE TO CORRECT INCONSISTENCIES AND
AMBIGUITIES

WHEREAS: Implementation of the Development Code has made apparent a series of inconsistencies or ambiguities within Series 200 and Series 300. In addition, recently enacted State law requires certain changes to local regulations. As a result, there is a need for adjustments to clarify Council's intent; and

WHEREAS: On November 5, 2019, the City Council held a public hearing to receive comments on proposed amendments; and

WHEREAS: Under the general rule that CEQA does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, no environmental review is required for the proposed ordinance amendment.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby repeal and replace Series 200 and Series 300 of Chapter 21 of the Porterville Municipal Code, commonly referred to as the Development Ordinance, as attached hereto as Exhibit A, and fully incorporated herein by reference.

This ordinance shall be in full force and effect thirty days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 5th day of November, 2019.

By: _____

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

Series 200: Base Districts

Chapter 200 Agriculture/Rural/Conservation Districts

Sections:

200.01	Purpose
200.02	Land Use Regulations
200.03	Development Regulations

200.01 Purpose

The specific purpose of the “Agricultural/Rural/Conservation” Districts is to preserve agricultural and resource conservation areas while providing opportunities for rural living.

Additional purposes of each “Agriculture/Rural/Conservation” District:

AC Agricultural/Conservation. To preserve agricultural and resource conservation areas. Incidental residential uses with septic systems are allowed. Industrial gravel and aggregate mining are allowed in areas classified by the State as Mineral Resource Zones. Clustered development is encouraged.

RR Rural Residential. To provide opportunities for rural living on 2.5 acre or larger lots. This district serves as a transition between agriculture/open space and more intensive urban uses and helps define the limits of urban development. Clustered development is encouraged, and smaller lots may be allowed, provided that the overall density does not exceed 0.2 units per acre, with lower limits applying in the Hillside Development Zone.

200.02 Land Use Regulations

Table 200.02 below prescribes the land use regulations for “Agricultural/Rural/Conservation” Districts. The regulations for each district are established by letter designations as follows:

“P” designates permitted uses.

“C” designates use classifications that are permitted after review and approval of a Conditional Use Permit by the City Council.

“M” designates use classifications that are permitted after review and approval of a Minor Conditional Use Permit by the City Council.

“(#)” numbers in parentheses refer to specific limitations listed at the end of the table.

“-” designates uses that are not permitted.

Use classifications are defined in Chapter 701, Use Classifications. In cases where a specific land use or activity is not defined, the Zoning Administrator shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and sub-classifications not listed in the table or not found to be substantially similar to the uses below are prohibited. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Chapter.

TABLE 200.02: LAND USE REGULATIONS—AGRICULTURE/RURAL/CONSERVATION DISTRICTS			
<i>Use Classification</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
Residential Uses			
Single Family Dwelling	See sub-classifications below		
<i>Detached</i>	P	P	
Family Day Care Home	See sub-classifications below		
<i>Small</i>	P	P	
<i>Large</i>	P	P	Section 301.07 Family Day Care Home, Large
Group Residential	-	P(1)	
Residential Care Facilities, Limited	P	P	
Public and Semi-Public Uses			
Religious Facilities	-	C	
Commercial Uses			
Animal Care, Sales and Services	See sub-classifications below		
Kennels	M	M	
Veterinary Services, Large	C	C	
Transportation, Communication, and Utilities Uses			
Communication Facilities	See sub-classifications below		
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M	M	Section 301.20 Telecommunication Facilities
Utilities, Minor	P	P	
Agricultural and Extractive Uses			
Animal Raising	P	P(2)	
Crop Cultivation, Commercial	P	P	Section 301.06 Crop Cultivation

TABLE 200.02: LAND USE REGULATIONS—AGRICULTURE/RURAL/CONSERVATION DISTRICTS			
Use Classification	AC	RR	Additional Regulations
Crop Cultivation, Non-commercial	P	P	
Mining and Quarrying	C(3)	-	
Other Applicable Types			
Accessory Uses and Structures	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	P	P	Section 301.03 Animal Keeping
Caretaker Unit	P(4)	-	
Home Occupations	P	P	Section 301.09 Home Occupations
Second Dwelling Unit	P	P	Section 301.16 Second Dwelling Units
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots		
Temporary Use	Section 301.21 Temporary Uses		
Specific Limitations:			
1. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders. 2. Limited to 4-H and FFA projects, recognized youth organizations, school projects, and other similar projects when conducted in compliance with the public health and animal laws of the City and to the keeping of bovine animals, horses and other equine animals, sheep and goats on lots 20,000 sq ft or more. The shelter for such animals shall not be closer than 50 feet to any residences. 3. In areas designated as Mineral Resource Zones in the General Plan. 4. For agricultural employees, when located on farms or ranches containing more than 10 acres. Such dwellings shall be a permanent structure.			

200.03 Development Regulations

Table 200.03 prescribes the development standards for “Agricultural/Rural/Conservation” Districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Chapter, while individual letters refer to subsections that directly follow the table.

TABLE 200.03: DEVELOPMENT STANDARDS—AGRICULTURAL/RURAL/CONSERVATION DISTRICTS			
<i>Standard</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
Lot and Density Standards			
Minimum Lot Area (acres)	40	2.5	Section 200.03(a)
Minimum Lot Width (ft)	120	120	Section 200.03(a)

TABLE 200.03: DEVELOPMENT STANDARDS—AGRICULTURAL/RURAL/CONSERVATION DISTRICTS			
<i>Standard</i>	<i>AC</i>	<i>RR</i>	<i>Additional Regulations</i>
Minimum Lot Depth (ft)	120	120	Section 200.03(a)
Maximum Density (dwelling units/net acre)	.02	.25	
Building Form and Location			
Maximum Height (ft)	35	35	Section 300.06 Heights and Height Exceptions
Minimum Yards (ft)			
<i>Front</i>	30	30	Section 300.01 Building Projections into Yards
<i>Interior Side</i>	30	30	Section 200.03(b); and Section 300.01 Building Projections into Yards
<i>Street Side</i>	30	30	Section 200.03(b); and Section 300.01 Building Projections into Yards
<i>Rear</i>	30	30	Section 300.01 Building Projections into Yards
Maximum Building Coverage (% of lot)	5	10	Section 200.03(c)

Additional Development Regulations:

- (a) **Reduced Lot Area, Width, and Depth.** Reduced lot area, width, and depth are allowed with cluster development provided the overall maximum density does not exceed the standard. Deed restrictions shall be filed on each property to ensure the overall maximum density is not exceeded through future subdivision or development.
- (b) **Narrow Lots.** For lots less than one hundred (100) feet in width, each side yard shall be a minimum of ten (10) percent of the lot width, or five (5) feet, whichever is greater.
- (c) **Coverage Exception.** Greater coverage on individual lots may be allowed with clustered development provided the overall site coverage of the entire development does not exceed the standard.

Chapter 201 Residential Districts

Sections:

201.01	Purpose
201.02	Land Use Regulations
201.03	Development Regulations
201.04	Supplemental Regulations

201.01 Purpose

The specific purposes of the “Residential” Districts are to:

- (a) Maintain and enhance the city’s neighborhoods.
- (b) Ensure the provision of services and facilities needed to accommodate planned population densities.
- (c) Provide a basis for the evaluation of development proposals for appropriate densities within the given ranges.
- (d) Implement and provide appropriate regulations for General Plan classifications of “Very Low Density Residential”, “Low Density Residential”, “Low-Medium Density Residential”, “Medium Density Residential”, and “High Density Residential”.

Additional purposes of each “Residential” District:

RS-1 Very Low Density Residential. To provide areas for large lot or executive home single-family subdivisions with a maximum residential density is 3.1 units per net acre. This district also allows for limited uses such as day care homes and religious facilities that are appropriate in a very low density residential environment.

RS-2 Low Density Residential. To provide areas for attached or detached single family homes with a maximum residential density of 7.5 units per net acre. This district also allows for limited uses such as day care homes, parks, and religious facilities that are appropriate in a low density residential environment.

RM-1 Low-Medium Density Residential. To accommodate low-medium densities and more varied forms of residential development, including small-lot single-family homes, detached zero lot line developments, duplexes, townhouses, and garden apartments with a maximum residential density of 11.3 units per net acre. This district also allows for limited uses such as day care homes, parks, schools and religious facilities that are appropriate in a low-medium density residential environment. This district provides for a transition from lower-density residential neighborhoods to medium-density multi-family areas.

RM-2 Medium Density Residential. To accommodate a variety of housing types, such as small-lot single-family homes, detached zero lot line developments, duplexes, townhouses, and garden apartments with a maximum residential density of 15.0 units per net acre. This

district is intended to be located closer to community and retail services, mixed use areas, parks, and areas where greater access can be provided. In addition to residential uses, this district allows for a variety of public and semi-public uses such as cultural institutions and religious facilities that are appropriate in a medium-density residential environment. This district provides for a transition from lower-density residential neighborhoods to higher-density multi-family development and commercial areas.

RM-3 High Density Residential. This classification is intended to accommodate attached homes, two- to four-plexes, and apartment buildings with a maximum residential density 30.0 units per net acre. This district allows for a variety of public and semi-public uses such as clubs and lodges, cultural institutions, and religious facilities that are appropriate in a high-density residential environment.

201.02 Land Use Regulations

Table 201.02 below prescribes the land use regulations for “Residential” Districts. The regulations for each district are established by letter designations as follows:

“P” designates permitted uses.

“C” designates use classifications that are permitted after review and approval of a Conditional Use Permit by the City Council.

“M” designates use classifications that are permitted after review and approval of a Minor Conditional Use Permit by the City Council.

“(#)” numbers in parentheses refer to specific limitations listed at the end of the table.

“-” designates uses that are not permitted.

Use classifications are defined in Chapter 701, Use Classifications. In cases where a specific land use or activity is not defined, the Zoning Administrator shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and sub-classifications not listed in the table or not found to be substantially similar to the uses below are prohibited. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Chapter.

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS						
<i>Use Classification</i>	<i>RS-1</i>	<i>RS-2</i>	<i>RM-1</i>	<i>RM-2</i>	<i>RM-3</i>	<i>Additional Regulations</i>
Residential Uses						
Single Family Dwelling	See sub-classifications below					
<i>Attached</i>	-	P	P	P	P	
<i>Detached</i>	P	P	P	P	P	
Multi-Family Residential	-	-	P	P	P	Section 201.04(b)
Family Day Care Home	See sub-classifications below					
Small	P	P	P	P	P	
Large	P	P	P	P	P	Section 301.07 Family Day Care Home, Large
Group Residential	P(1)	P(1)	P(1)	P	P	
Mobile Home Parks	-	-	C(2)	C(2)	C(2)	Section 301.10 Manufactured Homes; Section 301.11 Mobile Home Parks
Residential Care Facilities, Limited	P	P	P	P	P	
Public and Semi-Public Uses						
Clubs and Lodges	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
Community Centers	-	-	C	C	C	
Cultural Institutions	-	-	-	C	C	
Elderly and Long-term Care	-	-	-	C	P	
Park and Recreation Facilities, Public	P	P	P	P	P	
Religious Facilities	C	C	C	C	C	
Residential Care Facilities, General	-	-	C	C	C	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P	P	P	P	P	
Social Service Facilities	-	-	-	-	C	Section 301.19 Social Service Facilities
Commercial Uses						
Eating, Drinking, and Smoking Establishments	See sub-classifications below					

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS						
Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
Coffee Shops/Cafes	-	-	-	-	M(3)	Section 300.08 Outdoor Seating
Restaurants	-	-	-	-	C(3)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Bed and Breakfasts	-	-	-	C	C	
Transportation, Communication, and Utilities Uses						
Utilities, Minor	P	P	P	P	P	
Agricultural and Extractive Uses						
Crop Cultivation, Commercial	M	M	M	M	M	Section 301.06 Crop Cultivation
Crop Cultivation, Non-Commercial	P	P	P	P	P	
Other Applicable Types						
Accessory Uses and Structures	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	P	P	P	P	P	Section 301.04 Animal Keeping
Home Occupations	P	P	P	P	P	Section 301.09 Home Occupations
Second Dwelling Unit	P	P	P	P	P	Section 301.16 Second Dwelling Units
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots					
Temporary Use	Section 301.21 Temporary Uses					
Specific Limitations:						
1. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.						
2. Limited to sites with a minimum gross site area of 10 acres.						
3. Limited to a restaurant or café/coffee shop accessory to a mobile home court or a private club or lodge when such use has no direct access off a public street and accommodates only residents, members, or their guests.						

201.03 Development Regulations

Table 201.03 prescribes the development standards for Residential Districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to

other sections of this Chapter, while individual letters refer to subsections that directly follow the table.

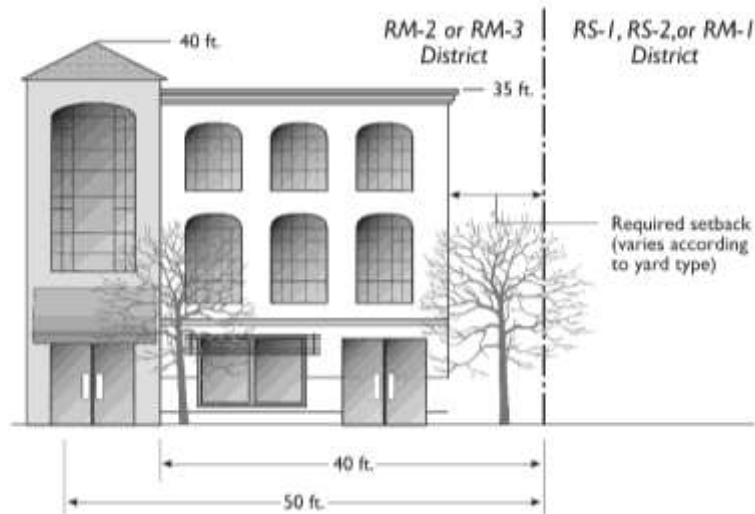
TABLE 201.03: DEVELOPMENT STANDARDS—RESIDENTIAL DISTRICTS						
<i>Standard</i>	<i>RS-1</i>	<i>RS-2</i>	<i>RM-1</i>	<i>RM-2</i>	<i>RM-3</i>	<i>Additional Regulations</i>
Lot and Density Standards						
Minimum Lot Area (sq ft)	12,500	6,000	6,000	6,000	6,000	Section 201.04(c) Reduced Minimum Lot Size, Width, and Depth
Minimum Lot Width (ft)	90	60	60	60	60	Section 201.04(c) Reduced Minimum Lot Size, Width, and Depth
Minimum Lot Depth (ft)	100	75	75	75	75	Section 201.04(c) Reduced Minimum Lot Size, Width, and Depth
Maximum Density (units/net acre)	3.1	7.5	11.3	15.0	30.0	
Minimum Density (units/net acre)	n/a	n/a	n/a	n/a	10.0	
Minimum Area per Dwelling Unit (sq ft)	n/a	n/a	3,000	1,500	1,000	
Building Form and Location						
Maximum Height (ft)	35	35	35	50	50	Section 201.03(a); Section 300.06 Heights and Height Exceptions
Minimum Yards (ft)						
<i>Residence (front)</i>	15	15	15	15	15	Section 201.03(b); Section 300.01 Building Projections into Yards
<i>Porch (front)</i>	10	10	10	10	10	
<i>Garage (front)</i>	20	20	20	20	20	
<i>Interior Side</i>	5	5	5	5	5	Section 201.03(c), (d), and (f); Section 300.01 Building Projections into Yards

TABLE 201.03: DEVELOPMENT STANDARDS—RESIDENTIAL DISTRICTS						
<i>Standard</i>	<i>RS-1</i>	<i>RS-2</i>	<i>RM-1</i>	<i>RM-2</i>	<i>RM-3</i>	<i>Additional Regulations</i>
<i>Street Side</i>	10	10	10	10	10	Section 201.03(e); Section 300.01 Building Projections into Yards
<i>Rear</i>	10	5	5	10	10	Section 201.03(f); Section 300.01 Building Projections into Yards
Maximum Building Coverage (% of lot)	30	45	45	50	60	
Minimum Courtyard Dimension	n/a	n/a	n/a	20	20	Section 201.03(g)
Additional Standards						
Private Open Space (sq ft per unit)	n/a	n/a	200	75	50	Section 201.04(b) Residential Multi-Family Development
Common Open Space (sq ft per unit)	n/a	n/a	n/a	100	100	Section 201.04(b) Residential Multi-Family Development

Additional Development Regulations:

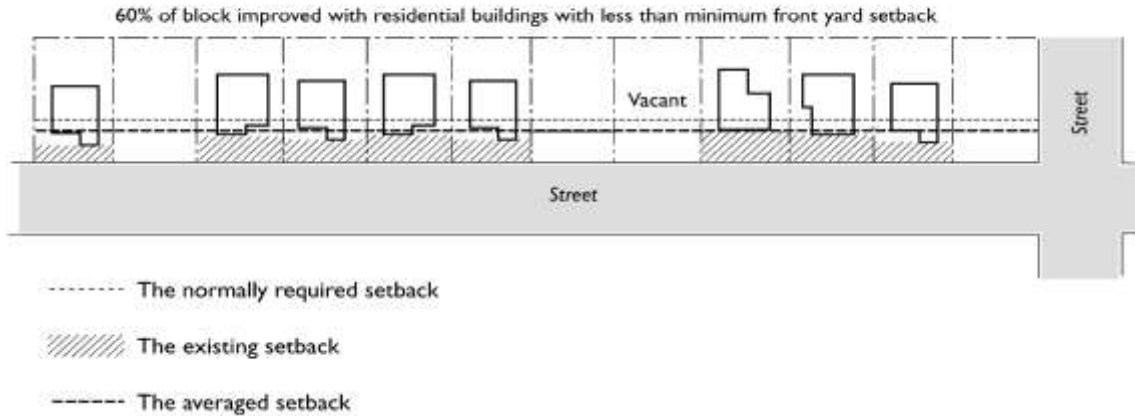
- (a) **Transitional Standards.** Where a site is adjacent to an RS-1, RS-2, or RM-1 district, the following standards apply:
- (1) The maximum height within forty (40) feet of an RS-1, RS-2, or RM-1 district boundary is thirty-five (35) feet. The maximum height within fifty (50) feet of an RS-1, RS-2, or RM-1 district boundary is forty (40) feet.

FIGURE 201.03(A)(1): RESIDENTIAL DISTRICT TRANSITIONAL STANDARDS



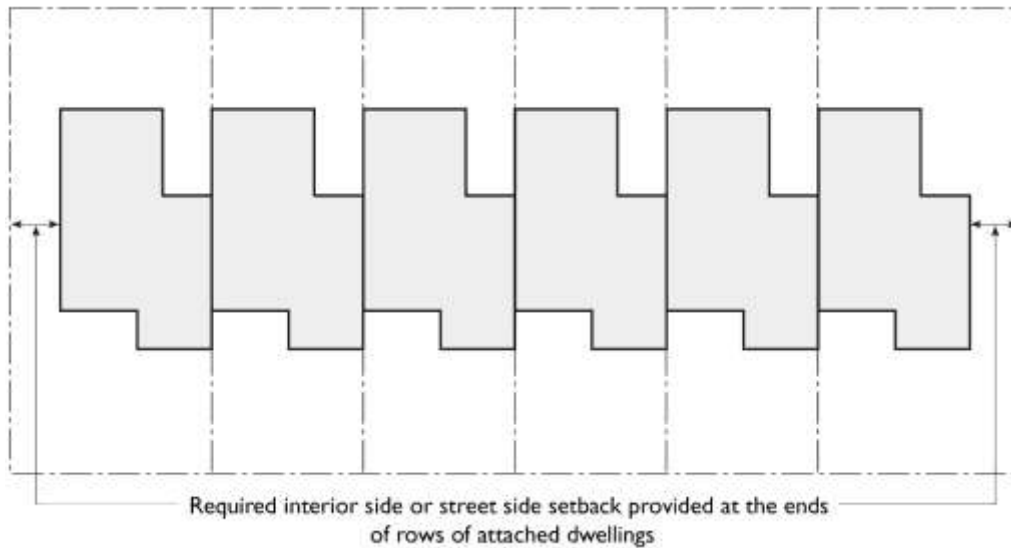
- (2) Buildings exceeding thirty (30) feet in height must be set back or stepped back one (1) foot from the required interior side and rear setback lines for every foot of height above thirty (30) feet.
- (b) **Front Yards.** Where more than sixty (60) percent of such portion of the lineal frontage of lots improved with residential buildings within any block is comprised of lots with less than the minimum front yard requirement, then the minimum front yard requirement for other residential buildings in such block may be reduced to the average of the actual front yards of all of the lots in such block with existing residential buildings, counting those which have front yards of greater depth than the minimum requirement.

FIGURE 201.03(B): FRONT YARDS



- (c) **Existing Structures.** When the existing side yard setback is less than required in this Chapter, additions to such structures may conform to the existing setback, provided that the addition does not encroach closer to the property line than the existing structure.
- (d) **Attached Single-Family Dwellings.** Required setbacks apply to the ends of rows of attached single-family dwellings.

FIGURE 201.03(C): SETBACKS FOR ATTACHED SINGLE-FAMILY DWELLINGS



- (e) **Street Side Yard - Reversed Corner Lots.** Reversed corner lots shall have a minimum street side yard width of twelve (12) feet. No accessory structure shall

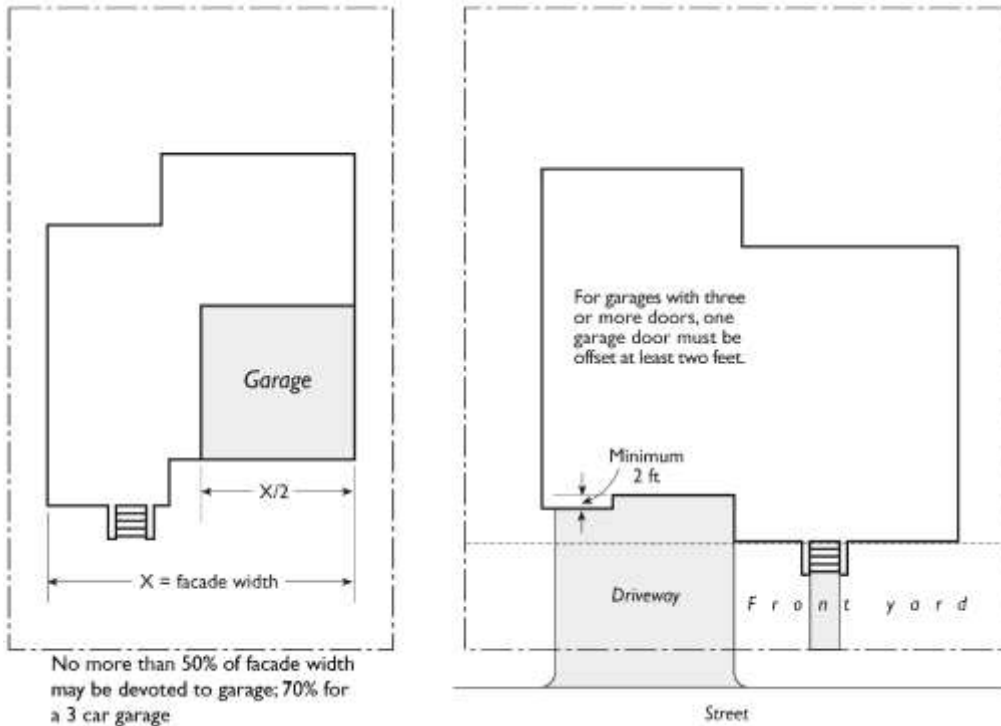
project beyond the extension of the required front yard line of the lot in the rear (key lot).

- (f) **Increased Yard for Certain Institutional Uses.** Any building erected or used for a school, government, or other institutional use mentioned elsewhere in this Chapter, shall be located at least fifteen (15) feet from an RS district, notwithstanding any lesser requirement in the district where located, provided such building shall not be required to be located more than five (5) feet from any lot line adjacent to any alley. The City Council may waive this requirement for accessory buildings to provide reasonable accommodation.
- (g) **Minimum Courtyard Dimensions.** Courtyards surrounded by building walls on three (3) sides shall have a minimum dimension of twenty (20) feet.
- (h) **Driveways Accessing a Major Thoroughfare.** Properties accessing a collector or arterial street shall be developed in such a way as to provide an on-site turnaround to prevent vehicles from backing onto the public right of way. Design of said driveway requires approval of the City Engineer.

201.04 Supplemental Regulations

- (a) **Residential Single-Family Development.** Residential single-family structures shall be developed in accordance with the following standards.
 - (1) ***Garage Frontage and Location***
 - a. Where garage doors face a street, garage width shall not exceed fifty (50) percent of the width of the front facade of the building for a two car garage home, or seventy (70) percent for a three car garage. Maximum of three (3) garage doors may face a street.
 - b. Where garage doors face the interior of the lot (i.e. a side loading garage) the face of the door shall be setback at least twenty-five (25) feet from the side lot line. The front setback for such a garage is no less than fifteen (15) feet.
 - c. Garages with three (3) or more doors, at least one (1) garage front must be separated from the remaining garage fronts by at least two (2) feet.

FIGURE 201.04(A)(1): GARAGE FRONTAGE AND LOCATION

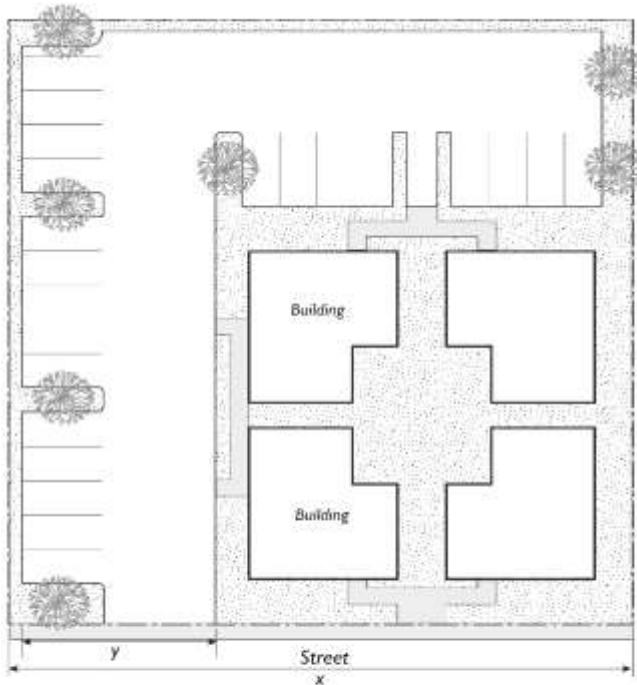


- (2) **Architectural Articulation.** On all facades that face a street, at least two architectural articulations are required, such as window trim, window recesses, shutters, window boxes, bay windows, cornices, changes in material (i.e. stone veneer), larger than normal porch, decorative garage windows, or two other projections or recesses in a pattern that creates architectural interest across the length of the face as determined by the Zoning Administrator.
 - (3) **Width.** All residential structures shall have a minimum width of twenty (20) feet.
 - (4) **Two-story Dwellings.** Two-story dwellings shall include windows on the facade facing the street. No second-story street-facing wall shall run in a continuous plane of more than twenty (20) feet without a window or a projection, offset, or recess of the building wall at least one (1) foot in depth.
- (b) **Residential Multi-Family Development.** Each multiple family residential project with two (2) or more dwelling units on a single lot shall be developed in accordance with the following standards.
- (1) **Parking and Garage Frontage Limitation.** The total frontage of parking areas visible from the street (excluding alleys), including open parking, carports, and garages, but excluding underground parking and parking located behind buildings, shall not exceed thirty (30) percent of the lot frontage. The Zoning Administrator may approve a modification to this standard where existing development patterns or topographic features make it infeasible to limit

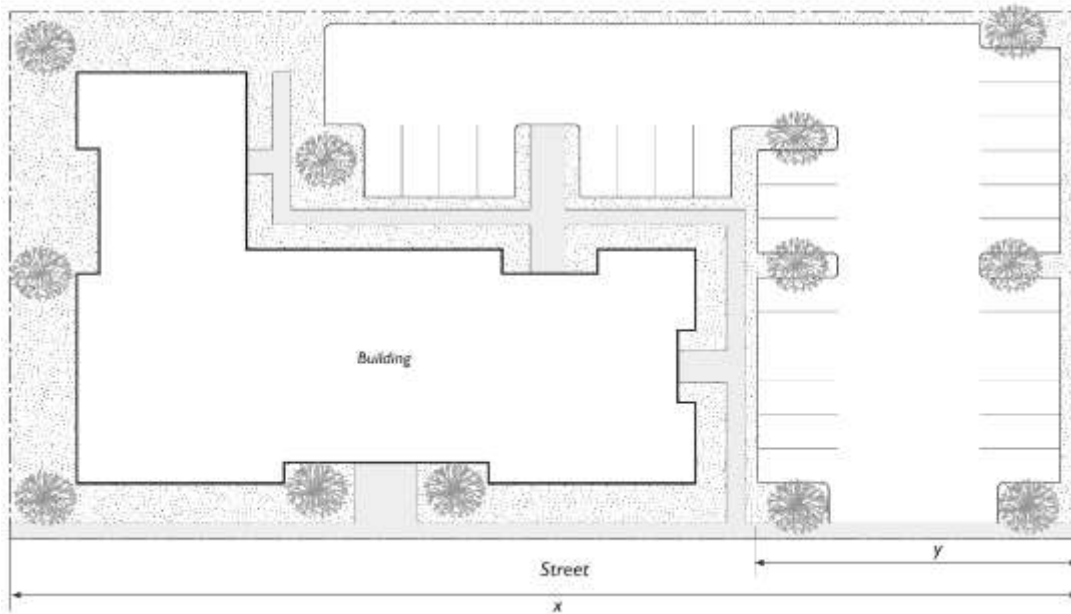
parking and garage frontage to thirty (30) percent of lot frontage. Parking areas not visible from the street are not subject to this limitation.

FIGURE 201.04(B)(1): PARKING AND GARAGE FRONTAGE LIMITATIONS

FIGURE 201.04 (C)(1): PARKING AND GARAGE FRONTAGE LIMITATIONS



Parking frontage can not exceed 30% of lot frontage ($y \leq 30\% x$)



Parking frontage can not exceed 30% of lot frontage ($y \leq 30\% x$)

(2) **Building Entrances**

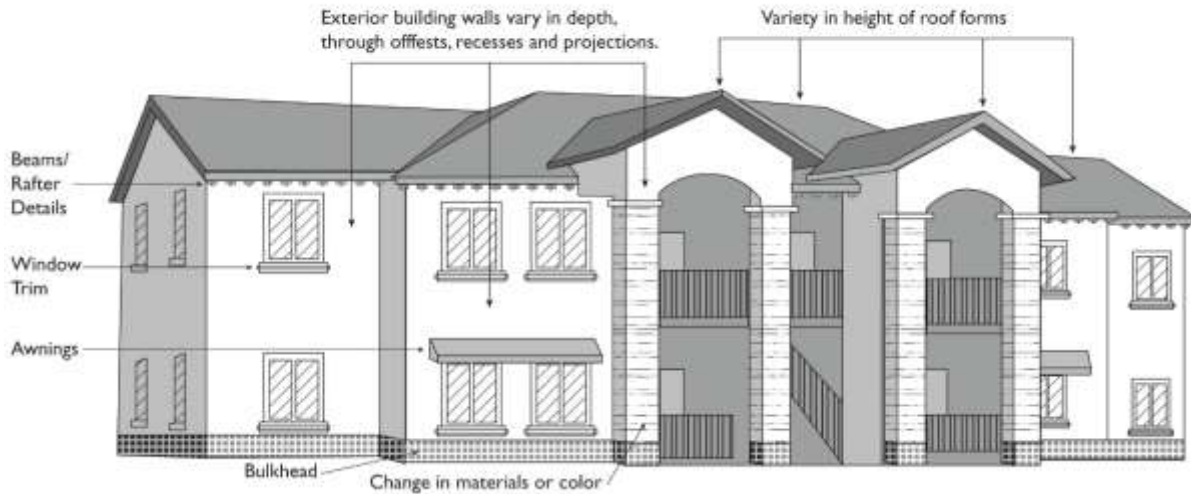
- a. *Orientation.* Developments shall relate directly to the adjacent street, and present a pedestrian scaled entry with a residential character.
- b. *Projection or Recess.* Building entrances must have a roofed projection (such as a porch) or recess with a minimum depth of at least five (5) feet and minimum area of fifty (50) square feet. Alternative designs that create an enhanced entry feature facing the street, such as a trellis or landscaped courtyard entry, may be approved.

(3) **Architectural Articulation.** All multiple-family residential buildings shall include adequate design features to create visual variety and avoid a large-scale and bulky appearance. Building facades shall be articulated to give the appearance of a collection of smaller structures. This requirement shall be met by using two (2) or more of the following methods.

- a. *Facade Articulation.* All street-facing facades have at least one (1) horizontal or vertical projection or recess at least four (4) feet in depth, or two (2) projections or recesses at least two and one-half (2.5) feet in depth, for every twenty-five (25) horizontal feet of wall. If located on a building with two (2) or more stories, the articulated elements must be greater than one (1) story in height, and may be grouped rather than evenly spaced in twenty-five (25) foot modules. Building entrances and front porches and projections into required yards such as stoops, bays, overhangs, fireplaces, and trellises may count towards meeting this requirement.
- b. *Variable Roof Form.* Variable roof forms incorporated into the building design, and no more than two (2) side-by-side units may be covered by one (1) unarticulated roof. Articulations may be accomplished by changing roof height, offsets, and direction of slope, and by introducing elements such as dormers, towers, or parapets.
- c. *Facade Detailing and Materials.* All visible building facades incorporate details, such as window trim, window recesses, cornices, changes in materials or other design elements, in an integrated composition. Each side of a building that is visible from a public right-of-way shall be designed with a complementary level of detailing and quality of materials.
- d. *Scale.* The scale of a multi-family development shall be considered within the context of its surroundings.
- e. *Use of Balconies, Bay Windows, and Other Such Projections or Recesses.* The building incorporates balconies, bay windows, entry porches or other projections and recesses in a pattern that creates architectural interest across the length of the facade.

FIGURE 201.04(C)(3): ARCHITECTURAL ARTICULATION

The following are examples of building design features that create architectural articulation.



- (4) **Open Space.** Private and common areas shall be provided in accordance with this section. Private areas typically consist of balconies, decks, patios, and fenced yards. Common areas typically consist of landscaped areas, patios, swimming pools, barbeque areas, playgrounds, trees, bushes, groundcover, and turf. All areas not improved with buildings, parking, vehicular accessways, trash enclosures, and similar items shall be developed as common areas with the types of attributes described above.
- a. **Minimum Dimensions.** Open space shall have the following minimum dimensions in order to count towards open space requirements:
 1. Open space located on the ground level (e.g., yards, decks, patios): ten (10) feet.
 2. Open space located above ground level (e.g., balconies): five (5) feet.
 - b. **Usability.** A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface shall be a combination of lawn, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. Slope shall not exceed ten (10) percent.
 - c. **Accessibility.**
 1. **Private Open Space.** The space shall be accessible to only one (1) residential unit by a doorway to a habitable room or hallway.
 2. **Common Open Space.** The space shall be accessible to all the residential units on the lot. It shall be served by any stairway

or other accessway qualifying as an egress facility from a habitable room.

- (5) **Walkways.** Walkways shall link the residential units to the public right-of-way and with recreational and other internal facilities as well as with other residential units.
 - (6) **Storage Areas.** Each unit shall have a minimum of eighty (80) cubic feet of individual, locked storage space, accessible from outside the unit. Such area may be accessible from the private open space area for the unit, near required parking, or adjacent to or within other common areas of the development.
- (c) **Reduced Minimum Lot Size, Width, and Depth.** Smaller lots with a minimum area of three thousand (3,000) square feet, a minimum lot width of thirty-five (35) feet, and a minimum lot depth of sixty (60) feet may be approved with a Conditional Use Permit when the City Council finds that the lot size and configuration are consistent with the General Plan and will not adversely affect adjoining uses. All such projects are subject to the following standards:
- (1) **Development Design Elements.** The following required elements and the specified number of optional elements shall be provided in addition to the open space requirements listed below.
 - a. **Required Elements.** All of the following elements shall be provided.
 - 1. **Street Trees.** Fifteen gallon shade trees shall be planted at least thirty (30) feet on center along all sidewalks. Tree guards shall be provided.
 - 2. **Variety of Lot Widths.** A variety of lot widths shall be provided to accommodate a variety of home styles, setbacks, and garage placements. At least thirty (30) percent of the lots shall vary from the "typical" (mode) lot width in the development by at least twenty (20) percent.
 - b. **Optional Elements.** At least two (2) of the following elements shall be provided.
 - 1. **Traffic Calming.** The development shall include streetscape improvements, such as roundabouts, neck downs, curb bulbs, or similar traffic-calming techniques. Provisions shall be included for the private maintenance of such facilities by a homeowners association or other body or a local assessment district established by the developer.
 - 2. **Parkland and Open Space.** The development shall include privately maintained park or common open space at least thirty (30) percent greater in area than the minimum required. (See subsection three (3) below for required open space area.)
 - 3. **Variable Front Yards.** No more than fifty (50) percent of homes shall be set back the same distance from the front lot line unless at least half of them have front porches, and at least twenty-

five (25) percent of the homes shall be set back at least five (5) feet farther than the minimum. This component may be implemented by recording "build-to" lines on the final subdivision map.

4. Alley-Accessed Parking. Parking for at least seventy-five (75) percent of lots in the development shall be provided in the rear half of the lot and accessed from a rear alley.
5. Shared or Clustered Driveways. Driveways shall be paired so that there is a single curb-cut providing access to two (2) houses, and the total width for the paired driveway is not more than eighteen (18) feet. Alternatively, driveways may be clustered (but need not share the same curb cut) so that there is at least thirty-six (36) feet of uninterrupted curb between each pair of clustered driveways.

(2) **Building Design Elements.** At least two (2) of the following elements shall be provided.

- a. *Variable Garage Entries.* The development plan shall include provisions for variable location of garage entries. At least thirty-five (35) percent of the lots shall have garages that are side-loaded, set at least five (5) feet behind the primary facade of the building or set entirely in the rear half of the lot in a detached garage.
- b. *Porches.* All single-family dwellings, attached or detached, shall have a covered front porch with a minimum dimension of four (4) feet and a minimum size of thirty-two (32) square feet.
- c. *Architectural Diversity.* Projects with up to twenty (20) lots shall have a minimum of three (3) unique elevations. Projects of between twenty-one (21) and one hundred (100) lots shall have a minimum of four (4) unique elevations. Projects of one hundred (100) or more lots shall have a minimum of five (5) unique elevations.

(3) **Open Space.** A minimum total open space area (including, but not limited to private yards, porches, balconies, and patios) of three hundred (300) square feet shall be provided on each lot. Also required are common open-space areas of two hundred (200) square feet per lot that provide usable and accessible open space for the recreation and outdoor enjoyment of the development's residents and their guests. To qualify as common open space, the area(s) shall be centrally located, have a minimum usable width of twenty-five (25) feet, and be at least fifty (50) percent open to the sky and the common open space is not located on the lot served, but serves multiples lots. The requirement for common open space may be waived subject to the following conditions:

- a. The design accommodates five hundred (500) square feet of private open space on each individual lot,
- b. the minimum dimension of the private open space is ten (10) feet, and

- c. the subdivision is located within 1/4 mile of a park, school, or other available open space.

(4) Required Findings.

- a. The lot size and project density are consistent with the General Plan;
- b. The lots and associated development would not adversely affect adjoining uses;
- c. Additional site and building design elements are in evidence; and
- d. The lot size is acceptable considering site topography, public-street access, availability of utilities, existing neighborhood characteristics, including the average density of surrounding development.

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Chapter 202 Downtown Districts

Sections:

202.01	Purpose
202.02	Land Use Regulations
202.03	Development Standards
202.04	Supplemental Regulations

202.01 Purpose

The specific purposes of the Downtown Districts are to:

- (a) Maintain a thriving, vibrant Downtown compatible with surrounding land uses.
- (b) Foster the location of cultural and civic uses and public open space to maintain Downtown as the civic core of the City.
- (c) Provide for a range of commercial and retail services that add to a diversified economic base.
- (d) Allow mixed uses to create a more vibrant community and offer additional opportunities for housing for residents requiring convenient access to community services and less dependency on auto transportation.
- (e) Ensure that development is visually attractive and pedestrian friendly.
- (f) Preserve and enhance the pedestrian-oriented environment of the Downtown area.
- (g) Ensure that potential development and redevelopment is integrated into the Downtown and supports the vitality of the area.

Additional purposes of each district within the Downtown Districts:

DR-N Downtown Retail – North of Olive Avenue. Maintain the pedestrian- and transit-oriented environment of retail, restaurants, services, and government offices in the heart of Porterville’s Downtown, focused on Main Street. Maintain the traditional Downtown character, with buildings built immediately adjacent to the sidewalk, active commercial uses on the ground floor, ample on-street parking, and a visually attractive streetscape with trees, historic street lights, benches, and other pedestrian amenities.

DR-S Downtown Retail – South of Olive Avenue. Create an attractive commercial corridor that provides a welcoming gateway at the southern entrance to Downtown. Buildings should line the street, with street trees along the entire length of the street, and small landscaped front yards between the buildings and the sidewalk.

DR-D Downtown Retail – D Street Corridor. Provide for a mix of medium-scale retail and service uses in a manner compatible with the Downtown pedestrian environment. Buildings should line the street, with deep landscaped front yards and rows of trees.

D-MX Downtown Mixed-Use. Create a mixed-use area that attracts businesses and residents to locate Downtown, and provides a transition area between commercial areas and residential neighborhoods. Allow a mix of commercial, service, office, and residential uses that do not adversely impact one another in a significant way. Create an attractive streetscape of buildings that line the street, with landscaping and trees tailored to the width and the existing design character of the street.

D-PO Downtown Professional Office. Encourage the adaptive re-use of existing buildings with office and professional uses, and infill of new office buildings, in order to provide convenient services to local residents and businesses, complement nearby retail development, and maintain the historic residential character of the area. Maintain the pattern of small lots, historic residential building forms, landscaped front yards, and street trees in planter strips.

D-PS Downtown Public and Semi-Public. Provide areas for larger-scale public facilities that serve the community, with a focus on integrating development into the Downtown. Encourage land uses and design features that enhance the vitality, character and quality of life of the Downtown and surrounding residential areas. Ensure that the traditional block pattern of Downtown is maintained. Incorporate public streets and pedestrian walkways that connect these larger scale projects to Downtown streets and walkways. Design streets with attractive landscaped front yards and street trees, consistent with the character of existing and adjoining streets.

DRM-2 Downtown Medium Density Residential. Encourage a variety of housing types, such as small-lot single-family homes, detached zero lot line developments, duplexes, townhouses, and garden apartments with a maximum residential density of 16.5 units per acre in the Downtown area. Encourage housing in Downtown to provide opportunities for residents to live in close proximity to community services and retail establishments, and to help support the vitality of Downtown businesses. Maintain the existing character of buildings that front the street, landscaped front yards, and street trees.

DRM-3 Downtown High Density Residential. Facilitate the development of attached homes, two- to four-plexes, and apartment or condominium buildings with a maximum residential density of 33.0 units per acre in Downtown, to create a more vibrant community and offer additional opportunities for housing for residents requiring convenient access to community services and less dependency on auto transportation. Maintain the existing character of buildings that front the street, landscaped front yards, and street trees.

D-GC Downtown General Commercial. Provide areas for retail, service, and heavier commercial uses that meet local and community needs in a manner complimentary to the adjacent Downtown pedestrian-oriented environment.

202.02 Land Use Regulations

Table 202.02 below prescribes the land use regulations for “Downtown” Districts. The regulations for each district are established by letter designations as follows:

“P” designates permitted uses.

“C” designates use classifications that are permitted after review and approval of a Conditional Use Permit by the City Council.

“M” designates use classifications that are permitted after review and approval of a Minor Conditional Use Permit by the City Council.

“(#)” numbers in parentheses refer to specific limitations listed at the end of the table.

“-” designates uses that are not permitted.

Use classifications are defined in Chapter 700, Use Classifications. In cases where a specific land use or activity is not defined, the Zoning Administrator shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and sub-classifications not listed in the table or not found to be substantially similar to the uses below are prohibited. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Chapter.

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TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Residential Use Classifications										
Single Family Dwelling	See sub-classifications below									
<i>Attached</i>	P(1)	-	-	-	P	P	-	-	-	
Multi-family Residential	P(1)	P(2)	-	P	P	P	P(1)	-	-	Section 201.04(b)
Family Day Care Home	See sub-classifications below									
<i>Small</i>	P	P	-	P	P	P	P	-	-	
<i>Large</i>	-	-	-	P	P	P	-	-	-	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(3)	P	P	-	-	-	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Residential Care Facilities, Limited	P	P	-	P	P	P	P	-	-	
Single Room Occupancy Hotels	-	-	-	C(1)	-	-	-	-	-	Section 301.18 Single Room Occupancy Hotels
Public and Semi-Public Use Classifications										
Clubs and Lodges	C(4)	P	P	P	-	-	P(5)	P	-	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	C(5)	C	C	C	-	-	C	C	P	
Community Center	-	-	-	C	-	-	-	-	P	
Cultural Institutions	C(5)	C	C	C	-	-	P	C	P	
Day Care Centers	C	C	C	C	C	C	P	-	C	
Elderly and Long Term Care	-	-	-	-	P	P	P	-	-	
Government Offices	P	P	P	-	-	-	P	-	P	
Instructional Services	P(5)	P	P	P	-	-	P	P	P	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Park and Recreation Facilities, Public	P	P	P	P	P	P	P	P	P	
Religious Facilities	-	-	-	C	C	C	-	-	-	
Residential Care Facilities, General	-	-	-	-	C	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P(4)	P	P	P	-	-	-	-	P	
Social Service Facilities	-	-	-	C	C	C	-	-	-	Section 301.19 Social Service Facilities
Commercial Use Classifications										
Animal Care, Sales, and Services	See sub-classifications below									
<i>Kennels</i>	-	-	C	-	-	-	-	C	-	
<i>Pet Stores</i>	M(6)	P(6)	P(6)	M(6)	-	-	-	P(6)	-	
<i>Veterinary Services, Small</i>	-	-	C	-	-	-	-	P(6)	-	
Artists' Studios	P	P	P	P	-	-	-	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below									
<i>Automobile/Vehicle Rentals.</i>	-	-	-	-	-	-	-	P	-	
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	C(7)	-	-	-	-	P	-	
<i>Automobile/Vehicle Service and Repair, Major.</i>	-	-	C	-	-	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	C(7)	C(7)	-	-	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Automobile/Vehicle Service and Repair, Washing.</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Service Station</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See sub-classifications below									
<i>Banks and Credit Unions</i>	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Building Materials and Services	-	-	-	-	-	-	-	P(9)	-	
Business Services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Cannabis Dispensary	P	P	P	P	-	-	-	P	-	Municipal Code Chapter 15, Article VII
Commercial Entertainment and Recreation	See sub-classifications below									
<i>Cinema/Theaters</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
<i>Downtown Entertainment</i>	-	-	C	C	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below									
<i>Bars/Night Clubs/Lounges</i>	C	C	C	C	-	-	-	C	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Restaurants</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	C	C	C	C	-	-	-	C	-	
Food and Beverage Retail Sales, less than 5,000 square feet	P	P	P	P	-	-	P(11)	P	P(11)	Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales, more than 5,000 to 50,000 square feet	P	P	P	P	-	-	-	-	-	Section 301.02 Alcoholic Beverage Sales
Hotels and Motels	C	C	C	C	-	-	-	C	-	
Bed and Breakfasts	-	-	-	P(3)	-	P(3)	P(3)	-	-	
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	
Medical Facilities	See sub-classifications below									
<i>Medical Clinic</i>	-	P	P	P	-	-	P	P	P	
<i>Professional/Medical</i>	P(13)	P	P	P	-	-	P	P	P	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	C	C	C	-	-	-	P	-	
Offices	See sub-classifications below									
General Offices	P(13)	P	P	P	-	-	P	P	P	
Walk-In Clientele	P	P	P	P	-	-	P	P	P	
Parking, Public or Private	P	P	P	P	P	P	P	P	P	
Personal Services	P	P	P	P	-	-	P	P	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Retail Sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail Sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Recycling Facilities	See sub-classifications below									
<i>Reverse Vending Machine</i>	-	P	P	P	-	-	-	P	P	Section 301.14 Recycling Facilities
<i>Recycling Collection Facility</i>	-	C	-	-	-	-	-	C	C	Section 301.14 Recycling Facilities
Transportation, Communication, and Utilities Use Classifications										
Communication Facilities	See sub-classifications below									
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(14)	P(14)	P(14)	P(14)	-	-	P(14)	P(14)	P(14)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	C(14)	C(14)	C(14)	C(14)	-	-	C(14)	C(14)	C(14)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M	M	-	-	-	M	-	Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	-	-	-	-	-	P(5)	P(5)	P	
<i>Recording Studio</i>	-	-	P(6)	P(6)	-	-	-	P(6)	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
Use Classification	DR-N	DR-S	DR-D	D-MX	DRM-2	DRM-3	D-PO	D-GC	D-PS	Additional Regulations
Transportation Passenger Terminals	P(15)	P(15)	P(15)	-	-	-	-	-	-	
Utilities, Minor	P	P	P	P	P	P	P	P	P	
Other Applicable Types										
Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Home Occupations	P	P	P	P	P	P	-	-	-	Section 301.09 Home Occupations
Second Dwelling Unit	-	-	-	-	P	P	-	-	-	Section 301.16 Second Dwelling Unit
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots									
Temporary Use	Section 301.21 Temporary Uses									
Specific Limitations:										
1. Residential units allowed only on upper floors unless approved with a Conditional Use Permit. Common ancillary areas are allowed on the ground floor except on Main Street. 2. On Main Street, residential units are allowed only on upper floors unless approved with a Conditional Use Permit. 3. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders. 4. Allowed only on upper floors and limited to 5,000 square feet in size. 5. Limited to 5,000 square feet in size. 6. Provided that such use shall be completely enclosed in a building of soundproof construction. 7. Limited to uses conducted wholly within a building enclosed on all sides including the display, storage, repair, and reconditioning of vehicles. 8. Drive-through facilities are prohibited. 9. Bulk storage of sand, gravel, or cement is not allowed. 10. Wholesale services are not allowed. 11. Permitted only as accessory to a primary use. 12. No outdoor operations or outdoor storage are allowed. 13. Limited to 25 percent of ground floor area unless additional floor area is approved with a Conditional Use Permit. No square footage limitation on upper floors. 14. Shall not be located within 300 feet of any R district except as detailed in 301.20e. 15. Not allowed on Main Street. No repair or storage of vehicles is allowed.										

202.03 Development Standards

Table 202.03 prescribes the development standards for Downtown Districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Chapter, while individual letters refer to subsections that directly follow the table.

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TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS										
Standard	DR-N	DR-S	DR-D	D-MX	DRM-2	DRM-3	D-PO	D-GC	D-PS	Additional Standards
Lot, Density, and Block Standards										
Minimum Lot Area (sq ft)	-	-	-	-	6,000	6,000	6,000	6,000	6,000	
Minimum Lot Width (ft)	-	-	-	-	60	60	60	60	60	
Minimum Lot Depth (ft)	-	-	-	-	75	75	75	75	75	
Minimum Density (dwelling units/acre)	-	-	-	15	-	-	-	-	-	
Maximum Density (dwelling units/net acre)	No max, FAR applies to combined Residential and Non-residential		-	41.0	16.5	33.0	-	-	-	
Maximum Block Dimension (ft)	Dimension: 500; 600 with mid-block pedestrian way									Section 202.04(b) Maximum Block Length
Building Form, Location, and Street Design										
Maximum Height (ft)	50 on corner lots and lots over 2 acres; 40 on all other lots			40, 50 with CUP	35	40, 50 on corner lots	30; 40 with CUP	• 50 on corner lots and lots over 2 acres; • 40 on interior lots		Section 300.06 Heights and Height Exceptions
Minimum Height (ft)	Main St: 28	-	-	-	-	-	-	-	-	
Minimum Yards (ft)	See sub-classifications below									
Front (Main Street frontage is always considered the front of the lot)	0 min; 10 max Shall be paved on Main St with tile, stone, brick, concrete, or comparable material.	Commercial: 15 for buildings, 10 for parking. Main St and Olive St: 10 min, 20 max Residential: 15	10 min; 20 max D St: 15	0; 10 on Main St or ground floor residential	20	15	15 min; 25 max	10	20	• Section 202.04(i) Building Projections; • Unless otherwise stated, shall be landscaped in accord with Chapter 303 Landscaping.

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS

<i>Standard</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Standards</i>
<i>Interior Side</i>	- Commercial: 0 - Residential: Where residential is allowed, every unit shall have at least one window with a minimum of 15 ft of clear separation from another building or wall				1-2 stories: 5 3 or more stories: 10		5	0	20	Section 202.04(i) Building Projections
<i>Street Side or Rear on a Street Frontage</i>	East of 2nd St: 10; Otherwise: 0 min; 10 max	10	10	0; 10 if on Main St and for ground floor residential	10	10	15	10	20	- Section 202.04(i) Building Projections; and - Unless otherwise stated, shall be landscaped in accord with Chapter 303 Landscaping
<i>Transitional – Street side</i>	5	15	15				15	15	15	Section 202.03(c) Transitional Standards
<i>Rear, not on a Street Frontage</i>	- Commercial: 0 - Residential: Where residential is allowed, every unit shall have at least one window with a minimum of 15 ft of clear separation from another building or wall				10	10	0, 5 from alley	0	20	Section 202.04(i) Building Projections
Maximum Floor Area Ratio, all uses	3.0	3.0	3.0	3.0	-	-	.50	1.0	.25(a)	
Maximum Building Coverage (% of lot)	-	-	-	-	50	60	-	-	50	
Minimum Percent of Building at Setback Line	-	50 (b)	50 (b)	50 (b)	-	-	-	-	-	
Parking										
Maximum Curb Cut per Lot or Street Frontage	One, none on Main Street	One, unless more are required by the City for public services					One	One, unless more are required by the City for public services		Section 202.04(d) Parking

TABLE 202.03: DEVELOPMENT STANDARDS – DOWNTOWN DISTRICTS										
Standard	DR-N	DR-S	DR-D	D-MX	DRM-2	DRM-3	D-PO	D-GC	D-PS	Additional Standards
Maximum Curb Cut Width (ft)	20	20	20	20	20	20	10	20	20	
Landscaped Setback between Parking and Street (ft)	5	5; 10 on Main, Orange, and C Streets	5, 10 on D St	5, 10 on Main St	10	10	10	5	10	Chapter 303 Landscaping
Setback of Parking from Buildings	5	5	5	5	10, 5 may be occupied by a pedestrian walkway paved with tile, stone, brick, concrete, or comparable material.		5, may be occupied by a pedestrian walkway with tile, stone, brick, concrete, or comparable material.	5	10	
Parking Lot Location Standards Apply	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Section 202.04(d) Parking
Open Space and Landscaping										
Usable Open Space (sq ft per residential unit)	75	75	-	100	150, 50 of which shall be private		-	-	-	Section 202.04(e) Open Space
Additional Standards										
Supplemental Regulations Apply	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Section 202.04 Supplemental Regulations

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Additional Development Regulations:

- (a) **Determining FAR.** When determining FAR in the D-PS district, meeting rooms, cafeteria facilities, and conference facilities are excluded from floor area.
- (b) **Retail Stores or Shopping Centers.** The percent of building at setback line requirement may be waived with Conditional Use Permit approval for retail stores or shopping centers with a gross floor area of fifty thousand (50,000) square feet or greater when the City Council finds that alternative features have been incorporated into the project to achieve pedestrian orientation and to accommodate pedestrians and bicycle access.
- (c) **Transitional Standards.** When a site is adjacent to an R district, the following standards apply:
 - (1) Buildings exceeding twenty (20) feet in height must be set back five (5) feet from the interior side and rear property line; for buildings exceeding twenty-five (25) feet in height shall be stepped back one (1) additional foot for every foot of height above twenty-five (25) feet.
 - (2) The maximum height within forty (40) feet of an R district boundary is thirty-five (35) feet. The maximum height within fifty (50) feet of an R district boundary is forty (40) feet.

202.04 Supplemental Regulations

- (a) **Design Guidelines.** All development shall comply with the Downtown Design Guidelines adopted by resolution.
- (b) **Maximum Block Length.** Block length in the downtown districts are limited to five hundred (500) feet, measured from curb edge to curb edge. A block length of up to six hundred (600) feet shall only be allowed when a mid-block pedestrian connection is provided.
- (c) **Street Preservation.** Existing streets in Downtown shall be preserved. Public right-of-way shall not be eliminated or abandoned unless substantial public benefits are provided such as a new park.
- (d) **Parking.** Parking shall be provided and maintained according to the general standards of Chapter 304, On-site Parking and Loading, as well as the standards of this subsection.
 - (1) **Parking Location**
 - a. Parking shall be located at the rear of the site or at the side of the building.
 - b. Parking shall not be located between a public street and a building except for double frontage lots. Parking shall only be located between a public street and a building in the rear of a double frontage lot where no other alternative exists.

- c. The parking location requirements may be waived with Conditional Use Permit approval for retail stores or shopping centers with a gross floor area of fifty thousand (50,000) square feet or greater when the City Council finds that alternative features have been incorporated into the project to achieve pedestrian orientation and to accommodate pedestrians and bicycle access.

(2) **Parking Lot Access**

- a. Access shall be provided from a side street or alley when they are available.
- b. Commercial parking lot access shall not be provided from a residential street where alternate access is available.
- c. Wherever possible, parking entrances shall share curb cuts in order to minimize the overall number of curb cuts.

(3) **Residential Parking**

- a. Garages or other enclosed or covered parking facilities for use by residents shall not be a significant visible feature from the public street or from adjacent bikeways, sidewalks or other pedestrian amenities.
- b. Residential parking shall be clearly signed and reserved for the residents.

(e) **Open Space**

- (1) **Open Space - Residential Uses.** Private and common open space areas shall be provided in multi-family developments in accordance with this section. Private areas typically consist of balconies, decks, patios, and fenced yards. Common areas typically consist of landscaped areas, patios, swimming pools, barbeque areas, playgrounds, trees, bushes, groundcover, and turf.

- a. **Minimum Dimensions.** Open space shall have the following minimum dimensions in order to count towards open space requirements:
 - 1. Open space located on the ground level (e.g., common areas, decks, patios): ten (10) feet.
 - 2. Open space located above ground level (e.g., balconies): five (5) feet.
- b. **Usability.** A surface shall be provided that allows convenient use for outdoor living and/or recreation. Such surface shall be a combination of lawn, garden, flagstone, wood planking, concrete, or other serviceable, dust-free surfacing. Slope shall not exceed ten (10) percent.
- c. **Accessibility.**
 - 1. Private Open Space. The space shall be accessible to only one (1) residential unit by a doorway to a habitable room or hallway.

2. Common Open Space. The space shall be accessible to all the residential units on the lot.
 - d. *Existing Buildings*. If the project involves the renovation of an existing building and it is not feasible to provide outdoor open space, open space shall be provided in interior common areas such as a community or fitness room.
- (2) **Open Space - Commercial Uses**. Commercial developments on lots greater than fifteen thousand (15,000) square feet shall provide a plaza or outdoor dining area which provides public seating and is accessible from the public sidewalk.
 - a. *Minimum Size*: three hundred (300) square feet for lots between fifteen thousand (15,000) and thirty thousand (30,000) square feet in size; six hundred (600) square feet for lots thirty thousand (30,000) square feet in size or larger.
 - b. *Minimum Dimensions*: Twelve (12) feet.
 - c. *Parking Lot Buffering*. The required public area shall be separated from any parking area with a minimum five (5) foot wide landscaped buffer area and screened with a decorative wall or berm (two and one-half to three and one-half (2.5 to 3.5) feet high.
- (f) **On-Site Pedestrian Walkways**. In the D-PO District, all front yards shall contain a continuous front walk connecting the public sidewalk to the front entrance steps of the building. In all other districts, on-site pedestrian circulation and access shall be provided according to the following standards.
 - (1) **Internal Connections**. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.
 - (2) **To Street Network**. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main entry and sidewalk.
 - (3) **To Neighbors**. Direct and convenient access shall be provided from commercial and mixed-use projects to adjoining neighborhood residential and commercial streets. These connections shall remain accessible at all times, and not be gated.
 - (4) **Pedestrian Walkway Design**
 - a. Walkways shall be a minimum of five (5) feet wide and shall be paved with concrete, stone, tile, brick, or comparable material.
 - b. Fifteen (15) gallon shade trees shall be planted along walkways at least thirty (30) feet on center.
 - c. Walkways shall be illuminated with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness.
 - d. Primary pedestrian routes and access points shall be clearly differentiated from driveways, parking aisles, and parking and loading

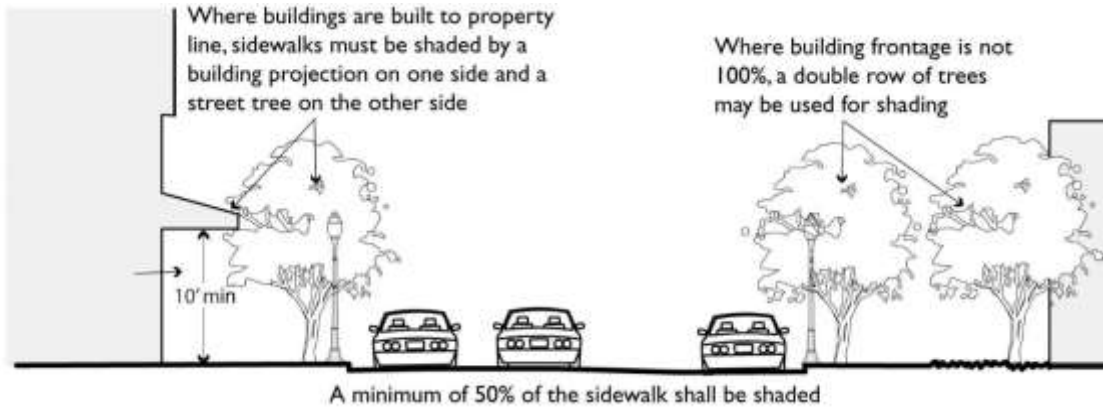
spaces through the use of elevation changes, a different paving material, or similar method.

- e. Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four (4) inches high, bollards, or other physical barrier.

(g) **Public Improvements.** Any new commercial or multi-family buildings or structural alterations and additions to commercial or multi-family buildings with a combined building permit valuation of \$21,569, adjusted annually based on Engineering News Records analysis, over a two (2) year period, shall provide public improvements between the building and the curb in accordance with the following:

- (1) **Sidewalks.** Sidewalks shall be provided if none already exist or if the existing sidewalks are in poor condition.
- (2) **Street Furniture.** Trash receptacles, benches, bike racks, and other street furniture from a list maintained by the City Planning Division shall be provided.
- (3) **Street Lights.** Pedestrian scaled street lights (twelve (12) to eighteen (18) feet tall), including attachments from which banners may be hung, from a list maintained by the City Planning Division shall be provided.
- (4) **Street Trees.** Shade trees shall be planted at least thirty (30) feet on center. Tree guards shall be provided. Trees shall be a minimum of fifteen (15) gallons in size. A minimum of ten (10) percent of the required trees shall be twenty-four (24) inch box size or larger.
- (5) **Sidewalk Shade.** A minimum of fifty (50) percent of the sidewalk shall be shaded by a double row of trees, or a building projection (awning, overhang, or pedestrian shade structure) on one side and a street tree on the other side. In areas where one hundred (100) percent of the building is to be at the property line, this requirement can only be met by a building projection on one side and a street tree on the other side. If trees are used, the required amount of shading must be achieved within fifteen (15) years.

FIGURE 202.04(G)(5): SIDEWALK SHADE



(h) **Fences and Freestanding Walls**

(1) **Maximum Height**

- a. *Within or Along Required Yards.* No solid fence or freestanding wall within or along the exterior boundary of a required yard shall exceed a height of three and one-half (3.5) feet. Open or lattice type fences, or hedges, shall not exceed a height of four (4) feet.
- b. *Outside Required Yards.* Solid fences or freestanding wall located outside of required yards shall be no higher than six (6) feet in height.

(2) **Design and Materials.** Fencing visible from a street shall be treated as an integral part of the architecture, with materials, colors, and detailing drawn from the building they surround or adjoin. Colors shall match City color specifications.

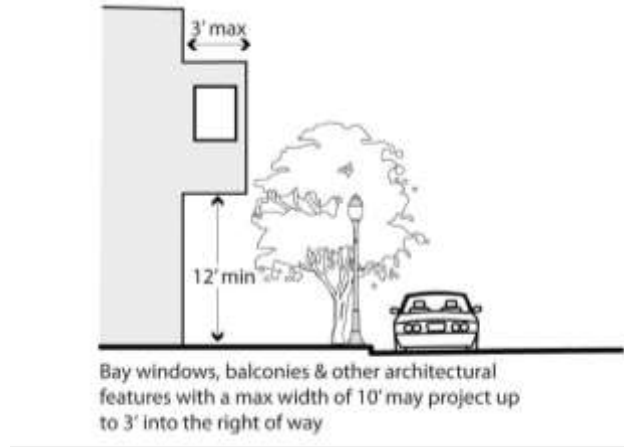
- a. *Prohibition on Hazardous Fencing Materials.* The use of barbed wire, razor wire, ultra barrier, electrified, and other hazardous fencing is not permitted.
- b. *Prohibition on Chain Link Fencing.* Use of chain-link fencing or like material is not permitted in front or street-facing yards, and is permitted only in rear and interior side yards that do not abut public and semi-public land uses.
- c. *Limitation on Concrete Block.* Plain, concrete block or slump stone is not permitted as a fencing material. Smooth-faced or “precision” concrete block shall be finished with stucco and capped with a decorative cap. Decorative block is an acceptable fencing material.

(3) **Visibility at Intersections.** Notwithstanding any other provisions of this section, fences and walls shall comply with the visibility standards contained in Section 300.16, Visibility at Driveways and Intersections (Sight Distance).

(i) **Building Projections**

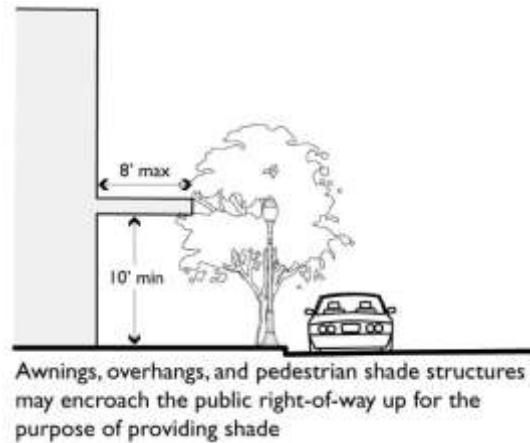
- (1) **Front Porches and Building Entrances.** Front porches and building entrance structures may encroach up to ten (10) feet into front and side yards facing the street for up to forty (40) percent of the lot frontage.
- (2) **Architectural Projections.** Bay windows, balconies, and other architectural features such as chimneys may project into required yards up to three (3) feet.
- (3) **Building Projections into the Public Right-of-Way.** Building projections may encroach into the public right-of-way up to three (3) feet for the purpose of providing shade over the sidewalk, provided they are no closer than twelve (12) feet from sidewalk grade. The maximum width of any projection is ten (10) feet.

FIGURE 202.04(I)(3): PROJECTIONS INTO RIGHT-OF-WAY



- (4) **Awnings and Overhangs.** Awnings, overhangs, and pedestrian shade structures, may encroach into the public right-of-way up to eight (8) feet for the purpose of providing shade over the sidewalk, provided they are at least ten (10) feet above sidewalk grade. Awnings and canopies shall comply with the Downtown Design Guidelines adopted by Resolution 48-2010.

FIGURE 202.04(I)(4): AWNINGS AND OVERHANGS

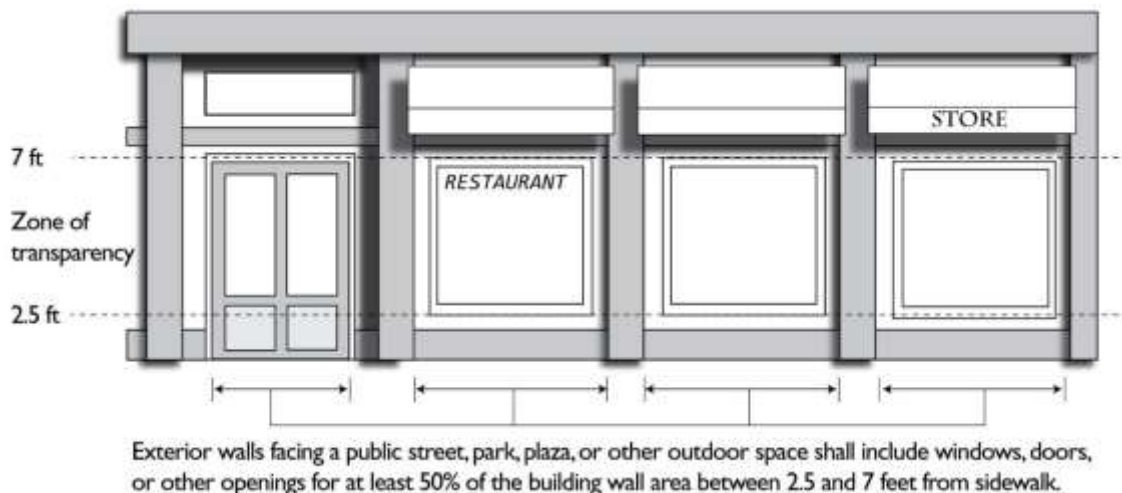


(j) Building Design.

(1) Commercial Building Design.

- a. *Ground Floor Windows.* Facades facing streets, plazas, and courtyards shall be lined with windows. Where blank walls are necessary, they shall be on side or interior facades not facing streets. Exterior walls facing an adjacent public street, or facing onto a park, plaza, or other public outdoor space shall include windows, doors, or other openings for at least fifty (50) percent of the building wall area located between two and one-half (2.5) and seven (7) feet above the elevation of the sidewalk.

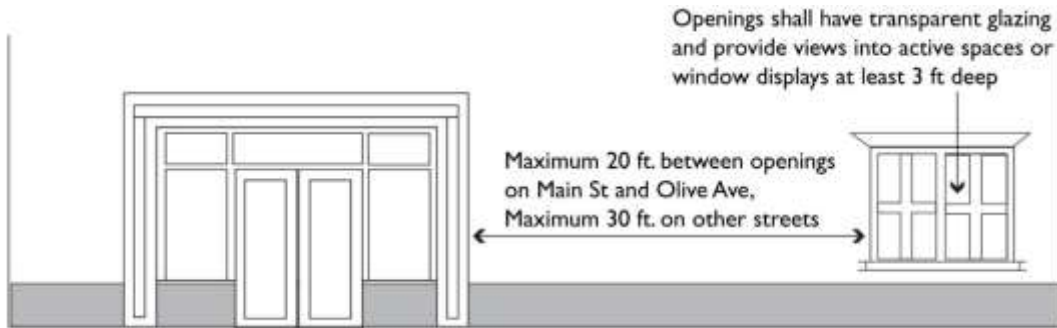
FIGURE 202.04(J)(1)A: GROUND FLOOR WINDOWS



- b. *Limits on Blank Walls.* No wall shall run in a continuous plane for more than twenty (20) feet without an opening on Main Street and Olive Avenue, and for more than thirty (30) feet on other streets.

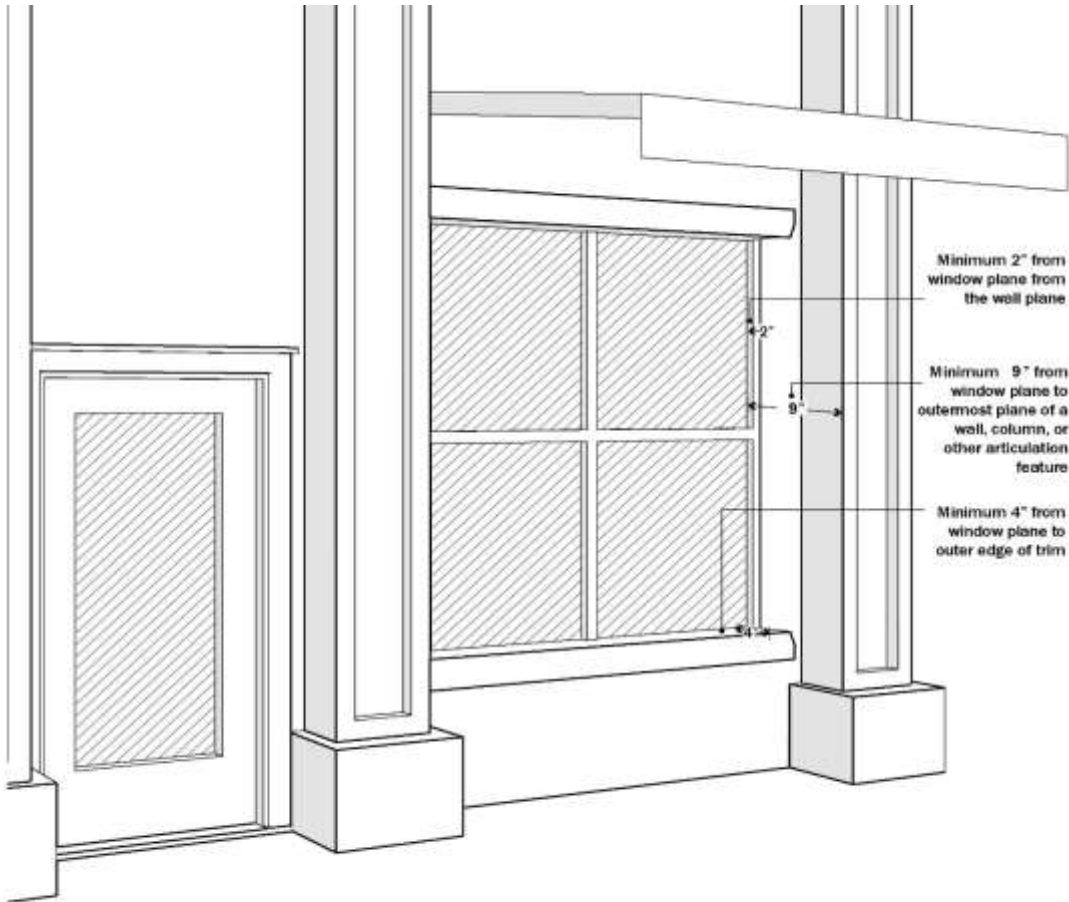
Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three (3) feet deep.

FIGURE 202.04(J)(1)B: LIMITS ON BLANK WALLS



- c. *Wall Plane Articulation.* Windows, doors, columns, and other features shall be recessed or project forward from the wall plane, such that there is a minimum two (2)-inch recess of the window plane from the wall plane, a minimum four (4)-inch projection from the window plane and outer edge of trim, and a total of at least nine (9) inches from the window plane to the outermost plane of a wall, column, or other articulation feature.

FIGURE 202.04(J)(1)C: WALL PLANE ARTICULATION



- d. *Building Articulation.* Commercial building facades shall include building projections or recesses, doorway and window trim, and other details that provide architectural articulation and design interest.
- e. *Exterior Building Materials and Colors*
 - 1. A unified palette of materials and colors shall be used on all sides of buildings regardless of orientation.
 - 2. Exterior building materials shall be brick, stucco, concrete block, painted wood clapboard, painted metal clapboard or other quality, durable materials approved by the Zoning Administrator.
 - 3. The building base (bulkhead) shall be tile, stone, brick, concrete, or other comparable durable material; stucco is prohibited.

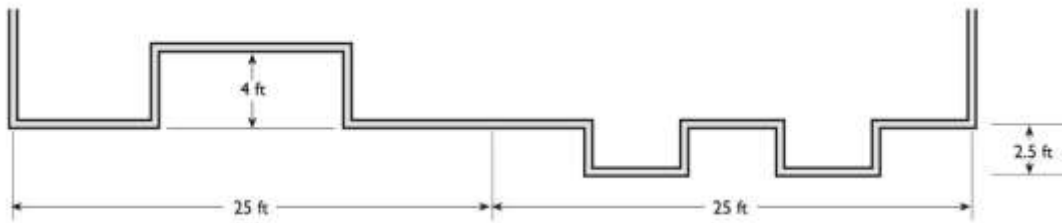
4. The exterior use of slump block, board and batten, dark reflective glass, galvanized metal, and wood or composition shingles is prohibited. Colors shall reflect the historic character of Downtown. Fluorescent paints, blues, purple, bright red or orange, pink, and bright green are prohibited on Main Street.

f. *Building Entrances*

1. Buildings shall be oriented to face public streets.
2. Building frontages shall be generally parallel to streets, and the primary building entrances shall be located on a public street.
3. Building entrances shall be emphasized with special architectural and landscape treatments.
4. Rear entry doors, door frames, door hardware, signs and lighting fixtures shall match types utilized on the front facade and/or that are appropriate to the parent building's historic period.
5. In mixed-use developments, entrances to residential units shall be physically separated from the entrance to the permitted commercial use and clearly marked with a physical feature such as a recess or projection incorporated into the building or appropriately scaled element applied to the facade.

(2) ***Residential Building Design***

- a. *Residential Architectural Articulation.* All multiple-family residential buildings and mixed-use buildings that include residential uses shall include adequate design features to create visual variety and avoid a large-scale and bulky appearance. Long facades shall be broken up into smaller modules. This requirement can be met by using two (2) or more of the following methods.
 1. Facade Articulation. All street-facing facades have at least one (1) horizontal or vertical projection or recess at least four (4) feet in depth, or two (2) projections or recesses at least two and one-half (2.5) feet in depth, for every twenty-five (25) horizontal feet of wall. If located on a building with two (2) or more stories, the articulated elements shall be greater than one (1) story in height, and may be grouped rather than evenly spaced in twenty-five (25) foot modules. Building entrances and front porches and projections into required yards such as stoops, bays, overhangs, fireplaces, and trellises may count towards meeting this requirement.

FIGURE 202.04(J)(2)(A)I: FACADE ARTICULATION

Street-facing facades shall have at least one projection or recess at least 4 feet in depth, or two projections or recesses at least 2.5 feet in depth, for every 25 linear feet of wall.

2. Variable Roof Form. Variable roof forms incorporated into the building design, and no more than two (2) side-by-side units are covered by one (1) unarticulated roof. Articulations may be accomplished by changing roof height, offsets, and direction of slope, and by introducing elements such as dormers, towers, or parapets.
 3. Facade Detailing and Materials. All visible building facades incorporate details, such as window trim, window recesses, cornices, changes in materials or other design elements, in an integrated composition. Each side of a building that is visible from a public right-of-way shall be designed with a complementary level of detailing and quality of materials.
 4. Use of Balconies, Bay Windows, and Other Such Projections or Recesses. The building incorporates balconies, bay windows, entry porches or other projections and recesses in a pattern that creates architectural interest across the length of the facade.
- b. *Residential Building Facade and Entrances*. The following standards apply to residential buildings and mixed-use projects that include residential uses.
1. Orientation. All units located along public rights-of-way shall have the primary entrance facing this right-of-way. Exceptions to this requirement shall only be approved for projects where multiple-family housing is located on four (4) lane streets carrying high traffic volumes and/or streets that do not allow on-street parking. In such cases, the project shall be oriented around courtyards.
 2. Street-facing Facades. Street-facing facades of residential buildings shall be designed as front facades and shall include stoops, porches, recessed windows, and bay windows or balconies.
 3. Projection or Recess. Building entrances shall have a roofed projection (such as a porch) or recess with a minimum depth of at least five (5) feet and minimum area of fifty (50) square feet.

Alternative designs that create a welcoming entry feature facing the street, such as a trellis or landscaped courtyard entry, may be approved.

4. Entrances. Provide at least one (1) building entrance for every one hundred (100) feet of street frontage.
- (k) **Mechanical Equipment**. Mechanical equipment, including rooftop mechanical equipment, shall be screened from view from eye level at public streets, and the screening shall be designed as an integral component of the architectural design.
 - (l) **Utilities Screening**. Utility meters and related equipment shall be located only on the side or rear facade of buildings and shall be integrated into the building architecture through painting or other means.
 - (m) **Building Security**. Components of building security shall be integrated into the building's design and be effective but not obtrusive in accordance with the following standards:
 - (1) Security doors shall not encroach into the public right-of-way, in either an opened or closed position.
 - (2) Lighting shall be provided at all entryways to the building and in any alcoves or other features of the building which impede the ability for visual surveillance of the building and its public areas.
 - (3) Where security grills are required or otherwise provided, they shall be painted to match the trim colors of the building. Unobtrusive roll-down grilles with thin vertical and horizontal elements are preferred; heavy steel and accordion fold grates are discouraged.
 - (4) Grilles, security doors, and other security devices designed for nighttime security shall not be readily visible to the public during business hours or when they are in an open position.

Chapter 203 Commercial Districts

Sections:

203.01	Purpose
203.02	Land Use Regulations
203.03	Development Regulations
203.04	Supplemental Regulations

203.01 Purpose

The specific purposes of the “Commercial” Districts are to:

- (a) Provide for a full range of commercial uses.
- (b) Strengthen the city’s economic base and provide employment opportunities for residents of the city.
- (c) Ensure the provision of services and facilities needed to accommodate planned population densities.
- (d) Identify appropriate standards for new development.

Additional purposes of each “Commercial” District:

CN Neighborhood Commercial. To encourage convenience and neighborhood shopping areas providing day-to-day retail goods and services and to prohibit auto-oriented uses in order to maintain a pedestrian environment. This district also provides office space for local neighborhoods. The maximum FAR is 0.30.

CR Retail Centers. To maintain areas for regional shopping centers located at major circulation intersections. Large format or “big box” retail and auto sales as well as travel related services, such as hotels and gas stations are allowed. The maximum FAR is 0.35.

CG General and Service Commercial. To provide areas for retail and services uses that meet local and regional demand. Examples of allowable uses include: equipment rental and repair, commercial print shops, auto sales, storage facilities, and wholesale businesses, and specialized retail not normally found in shopping centers. Accessory office uses related to the primary commercial use are also allowed. The maximum FAR is 0.40.

CMX Commercial Mixed-Use. To provide areas for either horizontal or vertical mixed-use development consisting of commercial, service, office, and residential uses. Buildings more than one story are strongly encouraged. The maximum FAR is 2.0 and the maximum residential density is 30.0 units per acre.

203.02 Land Use Regulations

Table 203.02 below prescribes the land use regulations for “Commercial” Districts. The regulations for each district are established by letter designations as follows:

“P” designates permitted uses.

“C” designates use classifications that are permitted after review and approval of a Conditional Use Permit by the City Council.

“M” designates use classifications that are permitted after review and approval of a Minor Conditional Use Permit by the City Council.

“(#)” numbers in parentheses refer to specific limitations listed at the end of the table.

“-” designates uses that are not permitted.

Use classifications are defined in Chapter 701, Use Classifications. In cases where a specific land use or activity is not defined, the Zoning Administrator shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and sub-classifications not listed in the table or not found to be substantially similar to the uses below are prohibited. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Chapter.

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Residential Uses					
Multi-Family Residential	-	-	-	P(1)	Section 201.04
Family Day Care Home	See sub-classifications below				
<i>Small</i>	-	-	-	P	
<i>Large</i>	-	-	-	P	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(2)	
Residential Care Facilities, Limited	-	-	-	P	
Public and Semi-Public Uses					
Clubs and Lodges	C	-	P	P	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	-	C	C	C	
Community Centers	P	-	-	C	
Cultural Institutions	C	-	C	C	
Day Care Centers	C	-	-	C	
Instructional Services	P	-	P	P	
Park and Recreation Facilities, Public	P	-	P	P	
Religious Facilities	C	C	C	C	

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Residential Care Facilities, General	-	-	-	C	Section 301.15 Residential Care Facilities, General
Social Service Facilities	-	P	P	C	Section 301.19 Social Service Facilities
Commercial Uses					
Animal Care, Sales and Services	See sub-classifications below				
<i>Kennels</i>	M(4)	-	M(4)	-	
<i>Pet Stores</i>	M(4)	M(4)	P(4)	-	
<i>Veterinary Services, Small</i>	-	-	P(4)	-	
Artists' Studios	P	-	P	P	
Automobile/Vehicle Sales and Services	See sub-classifications below				
<i>Automobile/Vehicle Rentals.</i>	-	P	P	-	
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	P	-	
<i>Automobile/Vehicle Repair, Major.</i>	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	C	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service and Rental.</i>	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Service Station.</i>	C(3)	C	C	C	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See sub-classifications below				
Banks and Credit Unions	P(5)	P	P	P	
Check Cashing Businesses	-	P	P	P	
Building Materials and Services	-	P(6)	P(6)	-	
Business Services	P(3,7)	P	P	P	

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
Commercial Entertainment and Recreation	See sub-classifications below				
<i>Cinema/Theaters</i>	-	P	P	C	Section 301.02 Alcoholic Beverage Sales
<i>Large-scale</i>	-	-	C(8)	-	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	-	P(19)	P(19)	C	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below				
<i>Bars/Night Clubs/Lounges</i>	-	C	C	C	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(5)	P	P	P	Section 300.08 Outdoor Seating
<i>Restaurants, less than 3,000 square feet</i>	P(5)	P	P	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Restaurants, greater than 3,000 square feet</i>	C(5)	P	P	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	-	M	M	M	
Food and Beverage Retail Sales	P(9)	P	P	P(9)	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	C	P	-	
Hotels and Motels	-	C	C	C	
Light Fleet Based Services	-	-	P	-	
Maintenance and Repair Services	P(10)	P(10)	P	P(10)	
Medical Facilities	See sub-classifications below				
<i>Medical Clinic</i>	-	P(12)	P	P(12)	
<i>Professional/Medical</i>	-	P(12)	P	P(12)	
Mixed Use Development				C	Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	P	P	P	
Offices	See sub-classifications below				
<i>General Offices</i>	P(11)	P(12)	P	P	

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
<i>Walk-In Clientele</i>	P(13)	P(12)	P	P(13)	
Parking, Public or Private	P(14)	P	P	P(14)	
Personal Services	P	P	P	P	
Retail Sales	See sub-classifications below				
<i>Less than 50,000 square feet</i>	P	P	P	P	
<i>50,000 square feet or more</i>	-	C	C	-	
<i>Swap Meet</i>	-	C	C	-	
Wholesaling and Distribution	-	-	P	-	
Industrial Uses					
Construction and Material Yards	-	-	C	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P(15)	P	-	
Industry, Limited	-	-	P	-	
Recycling Facilities	See sub-classifications below				
<i>Reverse Vending Machine</i>	P	P	P	P	Section 301.14 Recycling Facilities
<i>Recycling Collection Facility</i>	-	C	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	C	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				
<i>Chemical, Mineral, and Explosives Storage</i>	-		C	-	
<i>Indoor Warehousing and Storage</i>	-	-	P	-	
<i>Personal Storage</i>	-	C	P	C	Section 301.13 Personal Storage Facilities
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(16)	P(16)	P(16)	P(16)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(16)	M(16)	M(16)	M(16)	Section 301.20 Telecommunication Facilities

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS					
Use Classifications	CN	CR	CG	CMX	Additional Regulations
Broadcasting Facility	-	M	M		Section 301.20 Telecommunication Facilities
Call Center	-	P(3)	P	-	
Recording Studio	-	P(4)	P(4)	-	
Freight/Truck Terminals and Warehouses	-	-	C	-	
Transportation Passenger Terminals	-	P	P	-	
Utilities, Minor	P	P	P	P	
Agricultural and Extractive Uses					
Crop Cultivation, Commercial	M	M	M	M	Section 301.06 Crop Cultivation
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	-	-	-	P	Section 301.03 Animal Keeping
Caretaker Unit	-	P(18)	P(18)	P(18)	
Home Occupations	-	-	-	P	Section 301.09 Home Occupations
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Multi-family Residential are permitted in conjunction with allowable non-residential uses.					
2. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.					
3. Limited to establishments with a gross floor area of 5,000 square feet or less.					
4. Provided that such use shall be completely enclosed in a building of soundproof construction.					
5. Drive-through facilities are prohibited.					
6. Bulk storage of sand, gravel or cement is not allowed.					
7. Wholesale services are not allowed.					
8. Campgrounds are prohibited.					
9. Limited to establishments with a gross floor area less than 50,000 square feet.					
10. Outdoor work and outdoor storage is prohibited.					
11. General offices shall not be located on the ground floor.					

TABLE 203.02: LAND USE REGULATIONS—COMMERCIAL DISTRICTS

<i>Use Classifications</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Regulations</i>
12. Minor Conditional Use Permit approval is required for office, business, or professional uses greater than 5,000 square feet in size per lot or integrated commercial development.					
13. Limited to establishments with a gross floor area less than 1,500 square feet.					
14. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone.					
15. Limited to establishments with a gross floor area less than 2,000 square feet.					
16. Prohibited within 300 feet of any R district except as detailed in 301.20e.					
17. Limited to radio or television studios.					
18. Limited to one dwelling for a caretaker or watchman and his immediate family, necessary and incidental to a use located in such zone. Such dwellings shall be a permanent structure.					
19. Minor Conditional Use Permit approval is required for indoor shooting ranges.					

203.03 Development Regulations

Table 203.03 prescribes the development standards for the Commercial Districts; supplemental standards are addressed below Table 203.03. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Chapter, while individual letters refer to subsections that directly follow the table.

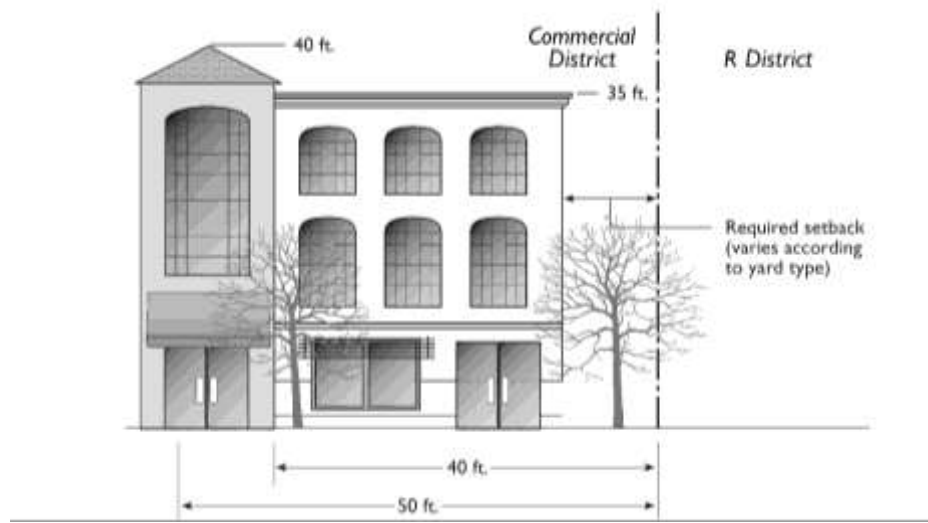
TABLE 203.03: DEVELOPMENT STANDARDS—COMMERCIAL DISTRICTS

<i>Standard</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Standards</i>
Lot and Density Standards					
Minimum Lot Area (sq ft)	6,000	5,000	5,000	5,000	
Minimum Lot Width (ft)	60	60	60	60	
Minimum Lot Depth (ft)	75	75	75	75	
Maximum Density (units/net acre)	n/a	n/a	n/a	30.0	Section 203.04(b) Mixed Use Standards
Minimum Area per Unit (sq ft)	n/a	n/a	n/a	800	
Building Form and Location					
Maximum Height (ft)	35	50	50	50	Section 300.06 Heights and Height Exceptions
Minimum Yards (ft)					Section 300.16 Visibility at Driveways and Intersections
<i>Front</i>	5 min, 10 max	5	5	5	Section 300.01 Building Projections into Yards
<i>Interior Side</i>	0	0	0	0	Section 203.03(b); Section 300.01 Building Projections into Yards

TABLE 203.03: DEVELOPMENT STANDARDS—COMMERCIAL DISTRICTS					
<i>Standard</i>	<i>CN</i>	<i>CR</i>	<i>CG</i>	<i>CMX</i>	<i>Additional Standards</i>
<i>Street Side</i>	5 min, 10 max	5	5	5	Section 300.01 Building Projections into Yards
<i>Rear</i>	0	0	0	0	Section 203.03(b); Section 300.01 Building Projections into Yards
<i>Transitional – Street side</i>	5 min, 15 max	15	15	15	Section 203.03 (b) Transitional Standards
Maximum Floor Area Ratio	.30	.50	.50	2.0	
Percent of Building at Setback or Property Line	70	n/a	n/a	n/a	
Additional Standards					
Usable Open Space (sq ft per unit)	n/a	n/a	n/a	150	Section 203.04(b) Mixed Use Standards

Additional Development Standards:

- (a) **Articulated Facades.** Buildings shall provide adequate architectural articulation and detail to avoid a bulky and “box-like” appearance. The building facade shall be articulated with measures such as, indentation in plane, change of materials in a complimentary manner, sensitive composition and juxtaposition of openings and solid wall and/or building frame, and projecting elements, such as awnings or marquees, to provide shade and shelter. Strip malls are prohibited.
- (b) **Transitional Standards.** Where a site is adjacent to an R district, the following standards apply:
 - (1) Buildings exceeding twenty (20) feet in height must be set back five (5) feet from the interior side and rear property line; for buildings exceeding twenty-five (25) feet in height shall be stepped back one (1) additional foot for every foot of height above twenty-five (25) feet.
 - (2) The maximum height within forty (40) feet of an R district boundary is thirty-five (35) feet. The maximum height within fifty (50) feet of an R district boundary is forty (40) feet.

FIGURE 203.03(B)(2): COMMERCIAL DISTRICT TRANSITIONAL STANDARDS

- (c) **Exceptions to Minimum Lot Size, Width, and Depth.** An exception to the minimum lot size, width and depth may be allowed with a Conditional Use Permit if a master plan for the site is submitted concurrently with the subdivision application. The plan shall indicate proposed land uses, building footprints, driveways, fire lanes, parking areas, landscaped areas, buffer yards, and other site features. The City Council must find that the proposed subdivision will create lots that are adequately sized, shaped, and oriented to meet or exceed all requirements for yards, buffer yards, parking, landscaping, fire lanes, and other requirements of this Chapter.
- (d) **Increased Yard for Certain Institutional Uses.** Any building erected or used for a school, government, or other institutional use mentioned elsewhere in this Chapter, shall be located at least fifteen (15) feet from an R district, notwithstanding any lesser requirement in the district where located, provided such building shall not be required to be located more than five (5) feet from any lot line adjacent to any alley. The City Council may waive this requirement for accessory buildings to provide reasonable accommodation.

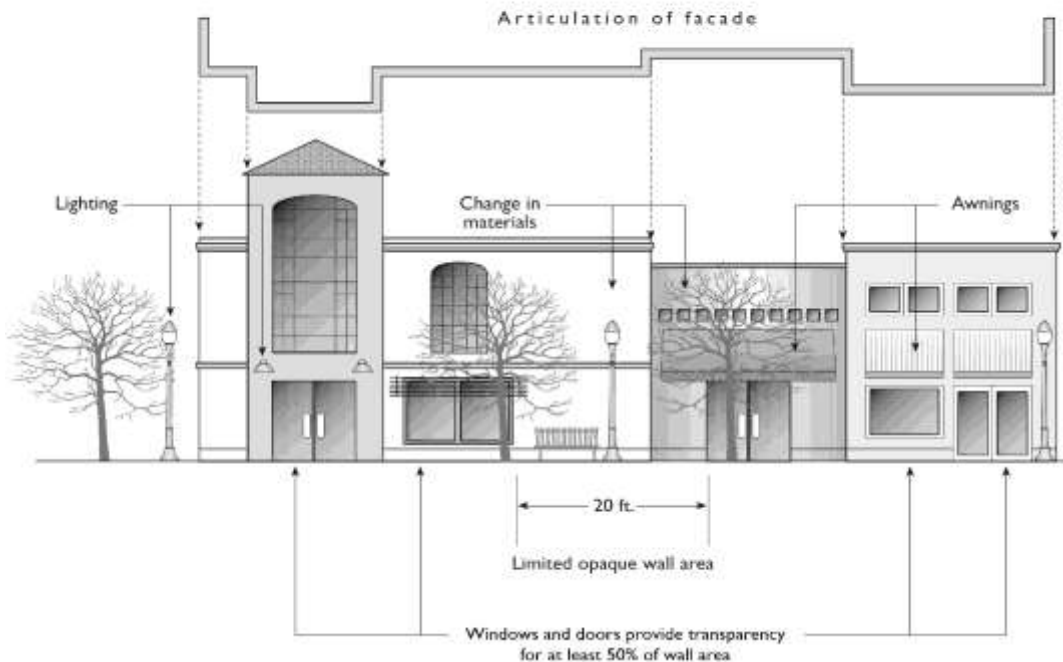
203.04 Supplemental Regulations

- (a) **Pedestrian Orientation.** Pedestrian oriented design shall be provided in the CN and CMX districts according to the following standards:
- (1) **Pedestrian-Oriented Design.** The following design elements at ground floor street frontage level shall be incorporated into the design of the structure in order to provide pedestrian orientation.
- a. **Ground-Floor Windows.** Exterior walls facing an adjacent public street, or facing onto a park, plaza, or other public outdoor space shall include windows, doors, or other openings for at least fifty (50) percent of the building wall area located between two and one-half (2.5) and seven (7) feet above the elevation of the sidewalk. No wall may run in a continuous plane for more than twenty (20) feet without an opening.

Openings fulfilling this requirement shall have transparent glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three (3) feet deep.

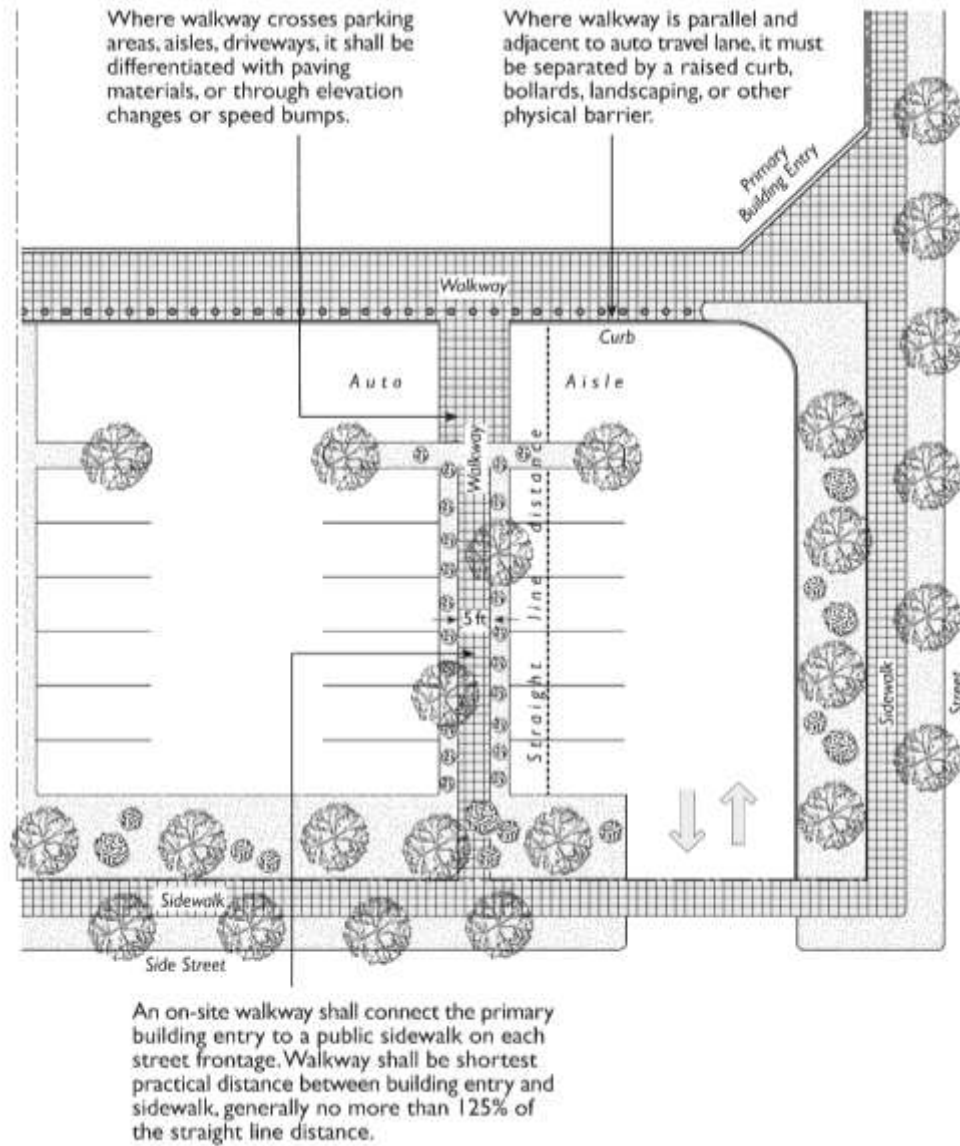
- b. *Entrances.* All ground floor tenant spaces with at least twenty-five (25) feet of frontage facing a public or private street shall have at least one building entrance oriented to the adjacent street. Such an entrance shall open directly to the outside and shall not require a pedestrian to first pass through a garage, parking lot or loading area to gain access.
- c. *Signage.* Signage shall be integrated with the design of the building and oriented and scaled to the pedestrian.
- d. *Other Pedestrian-Oriented Design Elements.* Other pedestrian-oriented design elements such as street furniture or other seating surfaces on private property and other design amenities scaled to the pedestrian such as awnings, drinking fountains, arcades, colonnades, plazas, non-commercial community bulletin boards, public or private art, and alternative paving materials shall be provided in areas of pedestrian access. Compliance may also be demonstrated by pedestrian-oriented design elements that are provided off-site.

FIGURE 203.04(A)(1): PEDESTRIAN-ORIENTED DESIGN



- (2) ***Pedestrian Access.*** On-site pedestrian circulation and access shall be provided according to the following standards.

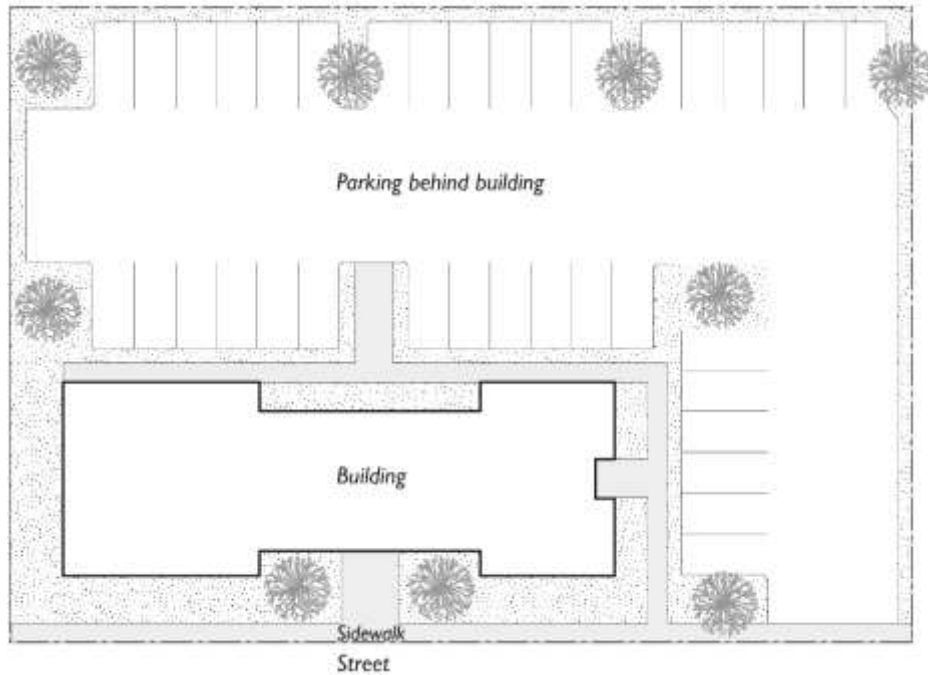
- a. *Internal Connections.* A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.
- b. *To Street Network.* An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main entry and sidewalk.
- c. *To Neighbors.* Direct and convenient access shall be provided from commercial and mixed-use projects to adjoining neighborhood residential and commercial streets. These connections shall remain accessible at all times, and not be gated.
- d. *Pedestrian Walkway Design*
 - 1. Walkways shall be a minimum of five (5) feet wide and shall be paved with concrete, stone, tile, brick, or comparable material.
 - 2. Fifteen (15) gallon shade trees shall be planted along walkways at least thirty (30) feet on center.
 - 3. Walkways shall be illuminated with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness.
 - 4. Primary pedestrian routes and access points shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, a different paving material, or similar method.
 - 5. Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four (4) inches high, bollards, or other physical barrier.

FIGURE 203.04(A)(2) PEDESTRIAN ACCESS

(3) ***Driveway Restrictions; Location of Parking***

- a. ***Access.*** Access shall be provided from a side street or alley wherever possible. Access shall not be provided from a residential street where alternate access is available.
- b. ***Location of Parking.*** Parking areas shall be located at the rear of the site or at the side of the building, except for drop-off areas which may be located at the primary entry.

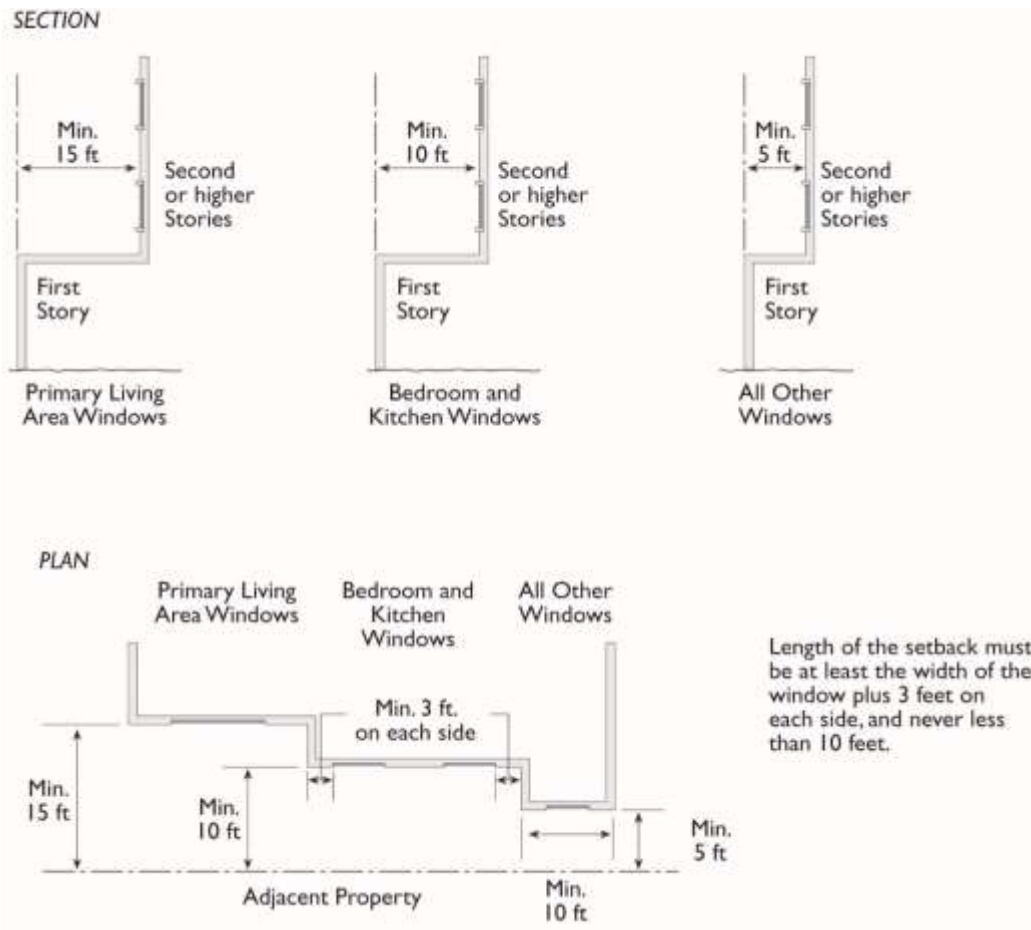
FIGURE 203.04(A)(3)B: LOCATION OF PARKING



- (b) **Mixed Use Standards.** In the CMX district, residential uses may be permitted if all of the following conditions are met:
- (1) **Location of Residential Units.** Residential units are permitted at the side, rear and/or above the commercial uses.
 - (2) **Residential Building Entry and Orientation Requirements**
 - a. Entrances to residential units shall be physically separated from the entrance to the permitted commercial uses and clearly marked with a physical feature incorporated into the building or an appropriately scaled element applied to the facade.
 - b. Garages or other enclosed or covered parking facilities for use by residents shall not be a significantly visible feature from the public street or from adjacent bikeways, sidewalks or other pedestrian amenities. Residential parking shall be clearly signed and reserved for the residents.
 - (3) **Usable Open Space.** A minimum of one hundred fifty (150) square feet of usable open space is required per residential unit and may be provided as common or private open space on balconies or patios.
 - (4) **Side and Rear Yard Setback Requirements for Residential Units.** In order to provide light and air for residential units in mixed-use buildings, the following minimum setbacks apply for any interior side or rear yard. In any case in which an interior yard is also adjacent to an R district boundary, the greater of the following setbacks shall apply.

- a. Five (5) feet for any wall with windows.
- b. Ten (10) feet for any wall with bedroom or kitchen windows.
- c. Fifteen (15) feet for any wall with living room or other primary windows.

FIGURE 203.04(B)(4): SIDE AND REAR YARD SETBACK REQUIREMENTS FOR RESIDENTIAL USES IN CMX DISTRICT



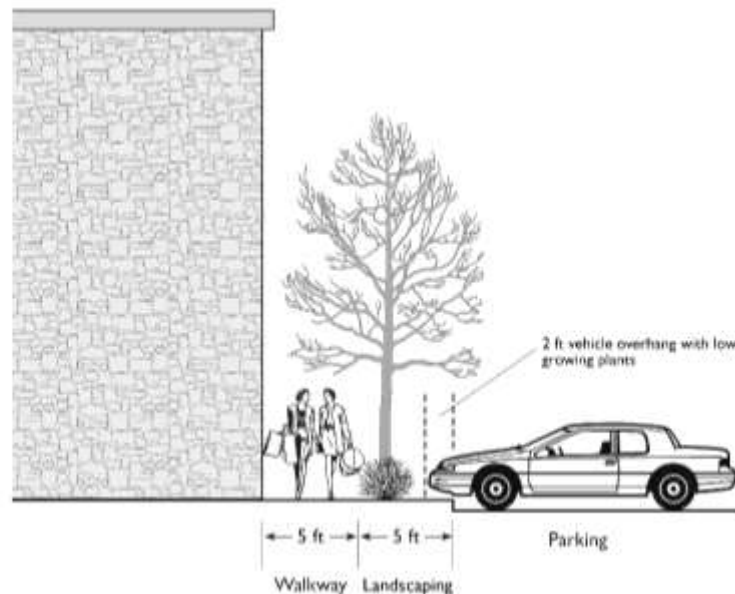
- (c) **Commercial Centers.** Commercial centers containing four (4) or more establishments in the Commercial Use classification are subject to the following standards and criteria for approval.

(1) **Standards**

- a. **Entry Plazas/Passenger Loading Areas.** A plaza shall be provided at the entry to each anchor tenant that provides for pedestrian circulation and loading and unloading.

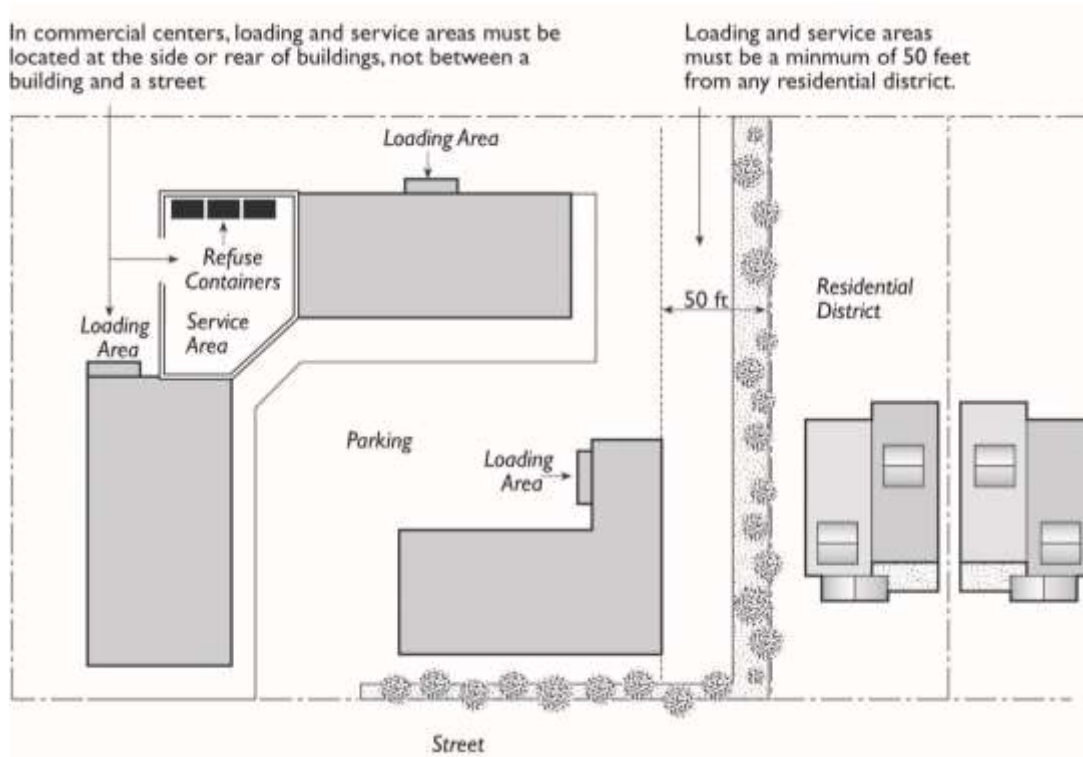
- b. *Pedestrian Walkways.* A system of pedestrian walkways at least five (5) feet wide and paved with concrete, stone, tile, brick, or comparable material shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, to any on-site open space areas and to transit stops. Sidewalk “bulb-outs” or bus “pullouts” may be required at potential bus stops serving large-scale commercial development to provide adequate waiting areas for transit users and safety for passing motorists.
- c. *Parking Setback from Buildings.* Parking areas must be separated from the front and side exterior walls of on-site buildings by walkways at least five (5) feet in width, as well as a planter areas at least five (5) feet in width, two (2) feet of which shall be low growing plants to allow for vehicle overhang.

FIGURE 203.04(C)(1)C: PARKING SETBACK FROM BUILDINGS



- d. *Location of Loading and Service Areas.* Loading docks may only be located to the side and rear of buildings and shall be screened from view from adjacent public streets. Loading and service areas shall be located a minimum distance of fifty (50) feet from any residential district.

FIGURE 203.04(C)(1)D: LOCATION OF LOADING AND SERVICE AREAS



e. **Open Space.** Outdoor space for the use of customers and visitors shall be provided on any commercial center site with fifty thousand (50,000) square feet or more of floor area.

1. **Minimum Area.** Public space shall be provided at a rate of five (5) square feet per one thousand (1,000) square feet of floor area, up to fifteen thousand (15,000) square feet.
2. **Location.** Such public space shall be visible from a public street, or from on-site areas normally frequented by customers, and shall be accessible during business hours. Areas within required setbacks may count toward the public space requirement. Areas designated for customers to wait for cabs may be combined with required public space areas if they meet all other requirements of this subsection.
3. **Amenities.** On-site public space shall include benches or other seating, and the ground surface shall be landscaped or surfaced with high-quality paving materials. Amenities shall be included that enhance the comfort, aesthetics, or usability of the space, including but not limited to trees and other landscaping, shade structures, drinking fountains, water features, public art, or performance areas.

(2) **Design Criteria.** In order to receive permit approval for a commercial center, the review authority shall find that all of the following criteria have been met.

- a. *Integrated Theme.* Buildings and structures will exhibit an integrated architectural theme that includes similar or complementary materials, colors, and design details.
- b. *Site Entrance.* Community-scale commercial developments (10 acres or larger) are developed with at least one (1) major driveway entrance feature that provides an organizing element to the site design. Major driveway entrances include such features as a landscaped entry corridor or a divided median drive separated by a landscaped center dividing island.
- c. *Building Entrances.* Building entrances to anchor tenants and other large stores are prominent and inviting. The architectural details of building entrances are integrated with the overall building design in terms of materials, scale, proportion, and design elements.
- d. *Four-Sided Architecture.* Buildings include a complementary level of design detail on all facades.
- e. *Pad Developments.* Freestanding pad developments, if included in the development, are integrated into the site design in terms of parking lot layout, on-site vehicular and pedestrian circulation routes, landscaping, and building design. Internal cross access is provided between pad developments and the surrounding commercial center. Building scale, materials, colors, and design details are complementary to the surrounding center.
- f. *Drive-Through Facilities.* Drive-through lanes for restaurants, banks, pharmacies, and other uses, where included, are integrated with the overall site layout in such a way as to provide safe, efficient vehicular and pedestrian circulation. Adequate vehicular stacking or queuing spaces are provided to avoid waiting vehicles from blocking drive aisles. Drive-through facilities are located to as to minimize the visual impact from the right-of-way and to provide adequate screening from internal uses.
- g. *Vehicular Circulation.* Safe, convenient vehicular circulation will be provided within the development through an appropriate system of internal vehicular circulation routes based on a hierarchy of drive aisles and cross routes. Vehicular and pedestrian conflicts will be minimized. Where pedestrian circulation routes cross vehicular traffic aisles and driveways within a development, there are clearly delineated crosswalks that include clear sight lines, adequate warning signage for both vehicles and pedestrians, adequate lighting, and protective barrier posts or similar features for separation at walkway entrances.
- h. *Pedestrian Safety and Amenities.* Safe and convenient pedestrian access will be provided through a continuous system of walkways that connects on-site buildings to one another, to automobile and bicycle parking areas, to any on-site open space areas or pedestrian amenities, and to the adjacent public right-of-way. Pedestrian facilities will create

an attractive, quality environment with integrated landscaping, shading, lighting, surface treatment, and other amenities.

- i. *Bicycle Parking.* Adequate, safe, and convenient bicycle parking facilities are provided. Short-term bicycle parking spaces for the use of customers and visitors are located close to building entrances, easily identifiable, visible to those passing by and separate from pedestrian circulation areas. Long-term bicycle parking for the use of employees will provide a high degree of security and safety through the use of bicycle lockers, designated areas within buildings, or outside areas with constant visual monitoring.
- j. *Entry Plazas.* Entry plazas and passenger loading areas, where required, include unique, decorative paving materials, adequate seating areas, provision of adequate shade from the summer sun, and attractive landscaping including trees or raised planters.
- k. *Transit Facilities.* Transit facilities, where included, are developed with effective shading from the summer sun, comfortable seating, attractive landscaping, decorative paving, public art features and efficient pedestrian routes to adjacent development.
- l. *Lighting.* A combination of attractively designed and located lighting fixtures, including low pole lights, ground-mounted fixtures, light bollards, and architectural lighting is used to provide interesting compositions for outdoor lighting, as well as a safe, secure environment.
- m. *Shade Areas.* Pedestrian areas, such as walkways, building entrances, and gathering areas, are adequately shaded from the summer sun through such techniques as the careful placement of trees and landscaping, trellis structures, projecting canopies, covered walkways, arcades, porticos, building orientation, and similar techniques.

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Chapter 204 Employment Districts

Sections:

204.01	Purpose
204.02	Land Use Regulations
204.03	Development Regulations
204.04	Supplemental Regulations

204.01 Purpose

The specific purposes of the “Employment” Districts are to:

- (a) Provide appropriate areas of the city where employment uses can locate and operate without significant conflicts with other land uses.
- (b) Strengthen the city’s economic base and provide employment opportunities for residents of the city.
- (c) Ensure the provision of services and facilities needed to accommodate planned population densities.

Additional purposes of each “Employment” District:

PO Professional Office. To allow for areas of office complex development, including professional and medical offices, as well as research and development activities. Small restaurants, support services, and convenience retail. The maximum FAR is 0.50.

IP Industrial Park. To provide areas for a mix of light industrial, secondary office, bulk retail, and service uses. This district allows for uses such as, warehouse, personal storage (mini-storage), distribution centers, research and development, wholesale, and office space with limited customer access. This district also allows for other uses, such as commercial recreation, small-scale retail, and service uses serving local employees and visitors are permitted as secondary uses. The maximum FAR is 0.40.

IG General Industrial. To provide areas for businesses that have potential to create adverse visual, noise, or other impacts to adjoining public and residential properties. This district allows for uses such as, warehousing, manufacturing, food processing, distribution, with support commercial services and ancillary office space. No retail uses are allowed. The maximum FAR is 0.60.

IA Airport Industrial. To provide areas for the Municipal Airport and for related businesses that have the potential to create adverse visual, noise, or other impacts to adjoining public and residential properties. Small-scale retail and service uses serving local employees and visitors are permitted as secondary uses. This designation allows for a maximum FAR of 0.60.

204.02 Land Use Regulations

Table 204.02 below prescribes the land use regulations for “Employment” Districts. The regulations for each district are established by letter designations as follows:

“P” designates permitted uses.

“C” designates use classifications that are permitted after review and approval of a Conditional Use Permit by the City Council.

“M” designates use classifications that are permitted after review and approval of a Minor Conditional Use Permit by the City Council.

“(#)” numbers in parentheses refer to specific limitations listed at the end of the table.

“-” designates uses that are not permitted.

Use classifications are defined in Chapter 701, Use Classifications. In cases where a specific land use or activity is not defined, the Zoning Administrator shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and sub-classifications not listed in the table or not found to be substantially similar to the uses below are prohibited. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Chapter.

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
Public and Semi-Public Uses					
Colleges and Trade Schools, Public or Private	C	P	-	-	
Correctional Facility	-	P	P	-	
Cultural Institutions	P	-	-	-	
Day Care Centers	P	P(1)	-	-	
Elderly and Long-term Care	P	-	-	-	
Instructional Services	P	P	-	P	
Residential Care Facilities, General	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P	-	-	-	
Commercial Uses					
Aircraft Sales, Services, and Storage	-	-	-	P	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
Animal Care, Sales and Services	See sub-classifications below				
<i>Kennels</i>	-	M	M	-	
<i>Veterinary Services</i>	-	P	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below				
<i>Automobile/Vehicle Repair, Major.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	P	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service, and Rental</i>	-	C	P	-	
<i>Service Station</i>	-	C	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Towing and Impound.</i>	-	C	P	-	Section 300.09 Outdoor Storage
Banks and Financial Institutions	See sub-classifications below				
<i>Banks and Credit Unions</i>	P	P(1)	P(1)	P(1)	
<i>Check Cashing Businesses</i>	P	-	-	-	
Building Materials and Services	-	P	P	-	
Business Services	P	P(1)	P(1)	-	
Cannabis Dispensary	-	-	-	P	Municipal Code Chapter 15, Article VII
Commercial Entertainment & Recreation	See sub-classifications below				
<i>Large-Scale</i>	-	C	C	C	Section 301.02 Alcoholic Beverage Sales

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Small Scale</i>	-	C	-	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below				
<i>Coffee Shops/Cafes</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales	P(2)	P(1)	P(1)	-	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	P	P	-	
Hotels and Motels	-	C	C	-	
Bed and Breakfasts	P(10)	-	-	-	
Light Fleet Based Services	-	P	P	-	
Maintenance and Repair Services	-	P	P	-	
Medical Facilities	See sub-classifications below				
<i>Hospital</i>	P	-	-	-	
<i>Medical Clinic</i>	P	-	-	-	
<i>Professional/Medical</i>	P	-	-	-	
Offices	See sub-classifications below				
<i>General Offices</i>	P	P	P	P	
<i>Walk-In Clientele</i>	P	-	-	-	
Parking, Public or Private	P(3)	P	P	-	
Personal Services	P(2)	P(1)	-	-	
Retail Sales	P(2)	P(2)	P(2)	-	
Salvage and Wrecking	-	C	C	C	Section 300.09 Outdoor Storage
<i>Salvage and Wrecking conducted wholly within a building</i>	-	P	P	P	Section 300.09 Outdoor Storage
Sexually Oriented Business	-	P	P	-	Section 301.17 Sexually Oriented Businesses
Wholesaling and Distribution	-	P	P	P	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
Industrial Uses					
Construction and Material Yards	-	P	P	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P	P	P	
Industry, General	-	P	P	P	
<i>Alcohol Manufacture</i>	-	C(4)	C	-	
<i>Hazardous Waste Management Facilities</i>	-	C(6)	C	-	
<i>Manufacture, processing, or treatment of materials which may be obnoxious, offensive or hazardous to health and safety of persons and property</i>	-	-	C	-	
Industry, Limited	-	P	P	P	
Recycling Facilities	See sub-classifications below				
<i>Recycling Collection Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				
<i>Chemical, Mineral, and Explosives Storage</i>	-	C	C	C	
<i>Indoor Warehousing and Storage</i>	-	P	P	P	
<i>Personal Storage</i>	-	P	P	P	Section 301.13 Personal Storage
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(7)	P(7)	P(7)	P(7)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(7)	M(7)	M(7)	M(7)	Section 301.20 Telecommunication Facilities

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
Use Classification	PO	IP	IG	IA	Additional Regulations
Broadcasting Facility	-	P	P	P	Section 301.20 Telecommunication Facility
Call Center	P(2)	P	P	-	
Freight/Truck Terminals and Warehouses	-	P	P	P	
Heliports	-	C	C	C	
Transportation Passenger Terminals	-	P	P	P	
Utilities, Major	-	P	P	P	
Renewable Energy Facility		C	C	C	
Solid Waste Collection, Treatment, and Disposal	-	-	P	C	
Utilities, Minor	P	P	P	P	
Agriculture and Extractive Uses					
Crop Cultivation, Commercial	M	P	P	M	Section 301.06 Crop Cultivation
Crop Cultivation, Non- commercial	-	P	P	-	
Mining & Quarrying	-	-	C(6)	-	
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures
Additional Uses	-	-	-	P(9)	
Caretaker Unit	-	P(8)	P(8)	-	
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Permitted only as an accessory use that supports industrial uses, business and office parks, and corporate offices.					
2. Permitted only as an accessory to a primary office and limited to establishments with a gross floor area less than 5,000 square feet in size.					
3. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone.					
4. Alcohol manufacture must be located more than 500 feet from the nearest residential, or commercial zoning designation as shown on the Official Zoning Map.					

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
5. On-site hazardous waste management facilities must be accessory and incidental to a primary use. 6. In areas designated as Mineral Resource Zones in the General Plan 7. Prohibited within 300 feet of any R district except as detailed in 301.20e. 8. For agricultural employees, when located on farms or ranches containing more than 10 acres. Such dwellings shall be a permanent structure. 9. Additional uses may be allowed with City Council approval of a Conditional Use Permit. 10. Limited to no more than two rooms in a dwelling rented to not more than four persons. Meals may not be provided to more than four boarders.					

204.03 Development Regulations

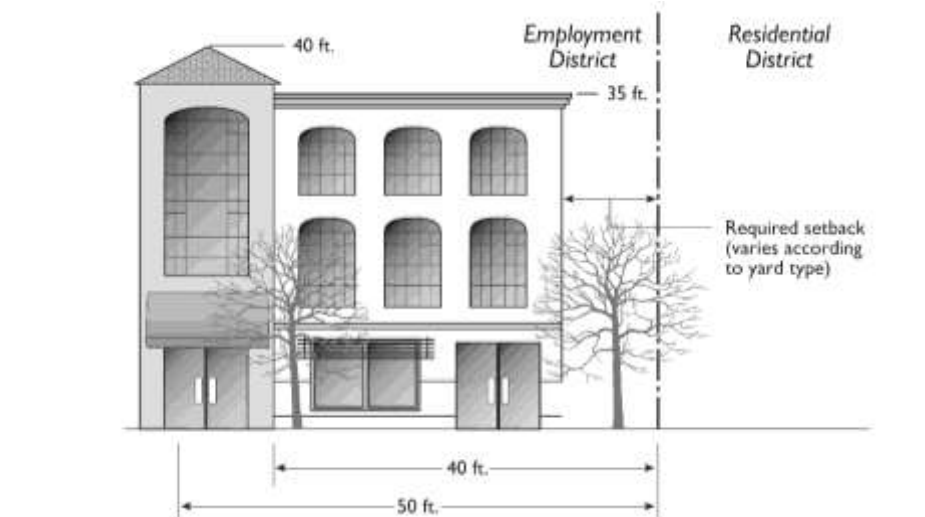
Table 204.03 prescribes the development standards for the Employment Districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Chapter, while individual letters refer to subsections that directly follow the table.

TABLE 204.03: DEVELOPMENT STANDARDS—EMPLOYMENT DISTRICTS					
<i>Standard</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Standards</i>
Lot and Density Standards					
Minimum Lot Area (sq ft)	6,000	20,000	10,000	10,000	Section 204.03(a)
Minimum Lot Width (ft)	60	100	100	100	Section 204.03(a)
Minimum Lot Depth (ft)	75	100	75	75	Section 204.03(a)
Building Form and Location					
Maximum Height (ft)	50	75	75	35	Section 204.03(b); Section 300.06 Heights and Height Exceptions; Chapter 500 Airport Environs
Minimum Yards (ft)					
<i>Front</i>	10	25; 30 on highway	0; 30 on arterial, collector, or highway	20; 30 on highway	Section 300.01 Building Projections into Yards
<i>Interior Side</i>	5	0	0	10	Section 204.03(c); Section 300.01 Building Projections into Yards
<i>Street Side</i>	5(b)	25; 30 on highway	0; 30 on arterial, collector, or highway	10; 30 on highway	Section 204.03(d); Section 300.01 Building Projections into Yards
<i>Rear</i>	0	10	0	10	Section 204.03(b) and (c); Section 300.01 Building Projections into Yards
<i>Transitional – Street side</i>	15	15	15	15	Section 204.03(b) Transitional Standards
Maximum Floor Area Ratio	.50	.40	.60	.60	

Additional Development Standards:

- (a) **Exceptions to Minimum Lot Size, Width, and Depth.** An exception to the minimum lot size, width, and depth may be allowed with a Conditional Use Permit if a master plan for the site is submitted concurrently with the subdivision application. The plan shall indicate proposed land uses, building footprints, driveways, fire lanes, parking areas, landscaped areas, buffer yards, and other site features. The City Council must find that the proposed subdivision will create lots that are adequately sized, shaped, and oriented to meet or exceed all requirements for yards, buffer yards, parking, landscaping, fire lanes, and other requirements of this Chapter.
- (b) **Transitional Standards.** Where a site is adjacent to an R district, the following standards apply:
- (1) Buildings exceeding twenty (20) feet in height must be set back five (5) feet from the interior side and rear property line; for buildings exceeding twenty-five (25) feet in height shall be stepped back one (1) additional foot for every foot of height above twenty-five (25) feet.
 - (2) The maximum height within forty (40) feet of an R district boundary is thirty-five (35) feet. The maximum height within fifty (50) feet of an R district boundary is forty (40) feet.

FIGURE 204.03(B)(2): EMPLOYMENT DISTRICT TRANSITIONAL STANDARDS



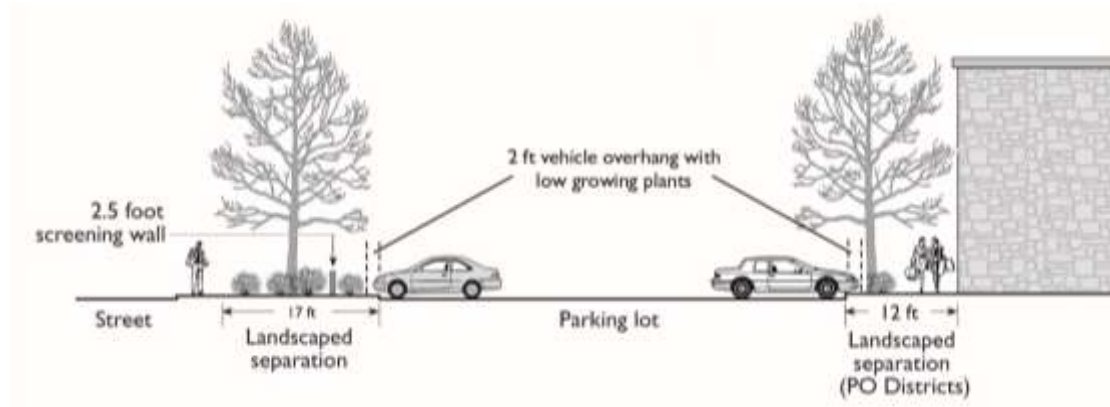
- (c) **Increased Yard for Certain Institutional Uses.** Any building erected or used for a school, government, or other institutional use mentioned elsewhere in this Chapter, shall be located at least fifteen (15) feet from an R district, notwithstanding any lesser requirement in the district where located, provided such building shall not be required to be located more than five (5) feet from any lot line adjacent to any alley. The City Council may waive this requirement for accessory buildings to provide reasonable accommodation.

- (d) **Street Side Yard - Reversed Corner Lots.** Reversed corner lots shall have a minimum street side yard width of twelve (12) feet or the required front yard requirement of the lot in the rear (key lot), whichever is less. No accessory structure shall project beyond the extension of the required front yard line of the lot in the rear (key lot).

204.04 Supplemental Regulations

(a) Setbacks and Screening Requirements

- (1) ***Setback and Screening from Highways.*** Any site that is fully or partially located within two hundred (200) feet of State Route 65 or State Route 190 shall provide a landscaped area at least thirty (30) feet deep between the highway right-of-way and any building or parking area for the length of the site frontage facing toward the highway. At least two fifteen (15) gallon trees shall be provided for every twenty-five (25) feet of site frontage toward the highway. The Zoning Administrator may approve a modification to this standard where existing development patterns make it infeasible to provide a landscaped area thirty (30) feet deep.
- (2) ***Parking Setback and Screening from Public Right-of-Way.*** The following requirements apply on all street frontages in the PO district. In the IP and IG districts, they apply only to frontages on arterial or collector streets.
 - a. ***Landscaped Setback of Parking from Right-of-Way.*** Any parking area located between a building and right-of-way must be set back a minimum of seventeen (17) feet from the street-facing lot line, and the setback area must be landscaped. Two (2) feet of the landscaped setback shall be low growing plants to allow for vehicle overhang.
 - b. ***Screening of Parking Areas.*** Any parking area located between a building and right of way, or within fifty (50) feet of and visible from a right-of-way, must be screened by a wall or berm at least two and one-half (2.5) feet high. A screening wall meeting this requirement shall be composed of brick, stone, stucco, or other quality durable material approved by the Zoning Administrator, and shall include a decorative cap or top finish as well as edge detail at wall ends. Plain concrete blocks are not allowed as a screening wall material unless capped and finished with stucco or other material approved by the Zoning Administrator.
- (3) ***Landscaped Setback of Parking from On-Site Buildings.*** In the PO district, parking spaces must be set back at least twelve (12) feet from any building wall, and the area between parking and building must be landscaped. Two (2) feet of the landscaped setback shall be low growing plants to allow for vehicle overhang. Up to five (5) feet of this required landscape area may be occupied by a paved pedestrian walkway.

FIGURE 204.04(A): PARKING SETBACKS AND SCREENING REQUIREMENTS

- (b) **Pedestrian Orientation.** Pedestrian oriented design shall be provided in the PO district according to the following standards:
- (1) ***Pedestrian-Oriented Design.*** The following design elements at ground floor street frontage level shall be incorporated into the design of the structure in order to provide pedestrian orientation.
 - a. ***Articulated Facades.*** Buildings shall provide adequate architectural articulation and detail to avoid a bulky and “box-like” appearance. The building facade at ground floor street frontage level shall be articulated with measures such as, indentation in plane, change of materials in a complimentary manner, sensitive composition and juxtaposition of openings and solid wall and/or building frame, and projecting elements, such as awnings or marquees, to provide shade and shelter.
 - b. ***Entrances.*** All ground floor tenant spaces with at least twenty-five (25) feet of frontage facing a public or private street shall have at least one building entrance oriented to the adjacent street. Such an entrance shall open directly to the outside and shall not require a pedestrian to first pass through a garage, parking lot or loading area to gain access.
 - c. ***Signage.*** Signage shall be integrated with the design of the building and oriented and scaled to the pedestrian, where applicable.
 - d. ***Other Pedestrian-Oriented Design Elements.*** Other pedestrian-oriented design elements such as street furniture or other seating surfaces on private property and other design amenities scaled to the pedestrian such as awnings, drinking fountains, arcades, colonnades, plazas, non-commercial community bulletin boards, public or private art, and alternative paving materials may be provided in areas of pedestrian access. Compliance may also be demonstrated by pedestrian-oriented design elements that are provided off-site.
 - (2) ***Pedestrian Access.*** On-site pedestrian circulation and access shall be provided according to the following standards.

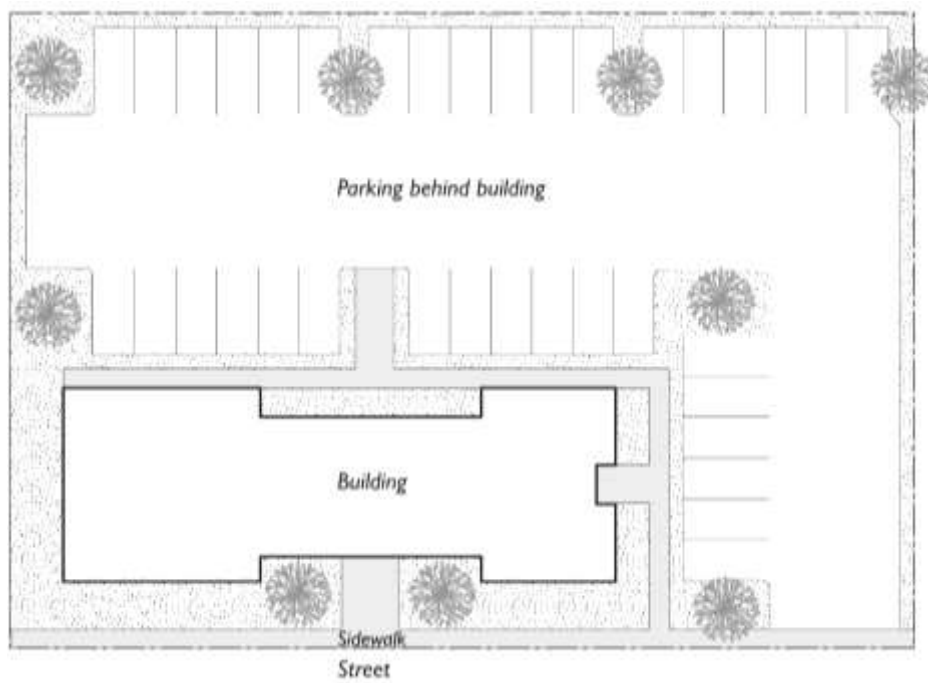
- a. *Internal Connections.* A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.
- b. *To Street Network.* An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main entry and sidewalk.
- c. *To Neighbors.* Direct and convenient access shall be provided from commercial and mixed-use projects to adjoining neighborhood residential and commercial streets. These connections shall remain accessible at all times, and not be gated.
- d. *Pedestrian Walkway Design*
 - 1. Walkways shall be a minimum of five (5) feet wide and shall be paved with concrete, stone, tile, brick, or comparable material.
 - 2. Fifteen gallon shade trees shall be planted along walkways at least thirty (30) feet on center.
 - 3. Walkways shall be illuminated with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness.
 - 4. Primary pedestrian routes and access points shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, a different paving material, or similar method.

Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four (4) inches high, bollards, or other physical barrier.

(3) Driveway Restrictions; Location of Parking

- a. *Access.* Access shall be provided from a side street or alley wherever possible. Access shall not be provided from a residential street where alternate access is available.
- b. *Location of Parking.* Parking areas shall be located at the rear of the site or at the side of the building, except for drop-off areas which may be located at the primary entry.

FIGURE 204.04(B)(3)B: LOCATION OF PARKING



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Chapter 205 Public and Open Space Districts

Sections:

205.01	Purpose
205.02	Land Use Regulations
205.03	Development Regulations

205.01 Purpose

The specific purposes of the “Public and Open Space” Districts are to:

- (a) Provide areas for educational facilities, cultural and institutional uses, health services, parks and recreation, general government operations, airports, utility and public service needs, and other similar and related supporting uses.
- (b) Ensure the provision of services and facilities needed to accommodate planned population densities, employment intensities, and traffic regulation.

Additional purposes of each “Public and Open Space” District:

PS Public and Semi-Public. To provide areas for needed public facilities, including, but not limited to, recycling centers, sewage treatment ponds, police and fire stations, and schools, colleges, vocational training facilities, school administrative offices, fairgrounds, and similar facilities. This designation is intended for lands owned by public entities, including City Hall, County buildings, and the hospital. This designation allows for a maximum FAR of 0.25.

REC Commercial Recreation. To provide areas for private commercial recreation uses where patron usually pay to participate. Allowable uses include campgrounds, off-road vehicle complexes, and other recreation areas that are privately owned and where patrons usually pay to participate. The maximum FAR is 0.10.

PK Parks and Public Recreation Facilities. To maintain areas for public parks and recreation sites and facilities on city owned properties. The maximum FAR is 0.10.

205.02 Land Use Regulations

Table 205.02 below prescribes the land use regulations for “Public and Open Space” Districts. The regulations for each district are established by letter designations as follows:

“P” designates permitted uses.

“C” designates use classifications that are permitted after review and approval of a Conditional Use Permit by the City Council.

“M” designates use classifications that are permitted after review and approval of a Minor Conditional Use Permit by the City Council.

“(#)” numbers in parentheses refer to specific limitations listed at the end of the table.

“-” designates uses that are not permitted.

Use classifications are defined in Chapter 701, Use Classifications. In cases where a specific land use or activity is not defined, the Zoning Administrator shall assign the land use or activity to a classification that is substantially similar in character. Use classifications and sub-classifications not listed in the table or not found to be substantially similar to the uses below are prohibited. The table also notes additional use regulations that apply to various uses. Section numbers in the right hand column refer to other sections of this Chapter.

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
<i>Use Classification</i>	<i>PS</i>	<i>REC</i>	<i>PK</i>	<i>Additional Regulations</i>
Public and Semi-Public Use Classifications				
Airport	P	-	-	
Cemeteries	C	-	-	
Clubs and Lodges	-	P(1)	P(1)	
College and Trade Schools, Public or Private	P	-	-	
Community Center	P	-	P	
Correctional Facility	P	-	-	
Cultural Institutions	P	-	P	
Government Offices	P	-	-	
Instructional Services	P	-	-	
Park and Recreation Facilities, Public	P	P	P	
Public Safety Facilities	P	-	-	
Religious Facilities	C			
Schools, Public or Private	P	-	-	
Commercial Use Classifications				
Aircraft Sales, Services, and Storage	P(2)	-	-	
Commercial Entertainment and Recreation	See sub-classifications below			
<i>Large-scale</i>	P	C	P	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	P(6)	P(6)	P(6)	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below			
<i>Coffee Shops/Cafes</i>	P(3)	P(1)	P(1)	Section 300.08 Outdoor Seating

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
<i>Use Classification</i>	<i>PS</i>	<i>REC</i>	<i>PK</i>	<i>Additional Regulations</i>
<i>Restaurants</i>	P(3)	-	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Medical Facilities	See sub-classification below			
<i>Hospital</i>	P	-	-	
Recycling Facilities	See sub-classifications below			
<i>Recycling Collection Facility</i>	P	-	-	
<i>Recycling Processing Facility</i>	P	-	-	
Retail Sales	See sub-classification below			
<i>Swap Meet</i>	C	-	-	
Transportation, Communication, and Utilities Use Classifications				
Telecommunication Facilities	See sub-classifications below			
<i>Antenna and Transmission Towers, camouflage facilities</i>	P(4)	P(4)	P(4)	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(4)	M(4)	M(4)	Section 301.20 Telecommunication Facilities
Heliports	P(5)	-	-	
Utilities, Major	C	-	-	
<i>Solid Waste Collection, Treatment, and Disposal</i>	P	-	-	
Utilities, Minor	P	P	P	
Agricultural and Extractive Uses				
Crop Cultivation, Commercial	M	M	M	Section 301.06 Crop Cultivation
Other Applicable Types				
Accessory Uses and Structures	P	P	P	Section 301.01 Accessory Uses and Structures
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots			
Temporary Use	Section 301.21 Temporary Uses			

TABLE 205.02: LAND USE REGULATIONS—PUBLIC AND OPEN SPACE DISTRICTS				
<i>Use Classification</i>	<i>PS</i>	<i>REC</i>	<i>PK</i>	<i>Additional Regulations</i>
Specific Limitations: - Limited to facilities associated with park and recreational facilities. - Limited to facilities associated with an airport. - Limited to cafes and restaurants accessory to cultural institutions. - Prohibited within 300 feet of any R district except as detailed in 301.20e. - Permitted only as accessory to a hospital or public airport. - Minor Conditional Use Permit approval is required for indoor shooting ranges.				

205.03 Development Regulations

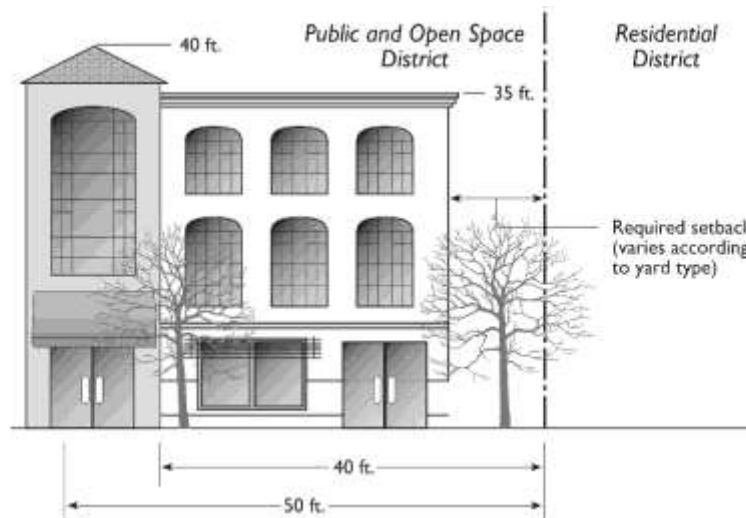
Table 205.03 prescribes the development standards for the public and open space districts. Additional regulations are denoted in the right hand column. Section numbers in this column refer to other sections of this Chapter, while individual letters refer to subsections that directly follow the table.

TABLE 205.03: DEVELOPMENT STANDARDS—PUBLIC AND OPEN SPACE DISTRICTS				
<i>Standard</i>	<i>PS</i>	<i>REC</i>	<i>PK</i>	<i>Additional Standards</i>
Lot and Density Standards				
Minimum Lot Area (sq ft)	87,120 (2 acres)	10,000	10,000	
Minimum Lot Width (ft)	100	100	100	
Minimum Lot Depth (ft)	100	75	75	
Building Form and Location				
Maximum Height (ft)	75	35	25	Section 205.03(a); Section 300.06, Heights and Height Exceptions
Minimum Yards (ft)				
<i>Front</i>	20	0	0	Section 300.01 Building Projections into Yards
<i>Interior Side</i>	10	0	0	Section 300.01 Building Projections into Yards
<i>Street Side</i>	10	0	0	Section 300.01 Building Projections into Yards
<i>Rear</i>	10	0	0	Section 300.01 Building Projections into Yards
<i>Transitional – Street side</i>	15	15	15	Section 205.03(b) Transitional Standards
Maximum Floor Area Ratio	.25(b)	.10	.10	

Additional Development Regulations:

- (a) **Transitional Standards.** Where a site is adjacent to an R district, the following standards apply:
- (1) Buildings exceeding twenty (20) feet in height must be set back five (5) feet from the interior side and rear property line; for buildings exceeding twenty-five (25) feet in height shall be stepped back one (1) additional foot for every foot of height above twenty-five (25) feet.
 - (2) The maximum height within forty (40) feet of an R district boundary is thirty-five (35) feet. The maximum height within fifty (50) feet of an R district boundary is forty (40) feet.

FIGURE 205.03(A)(2): PUBLIC AND OPEN SPACE DISTRICT TRANSITIONAL STANDARDS



- (b) **Determining FAR.** When determining FAR in the PS District, medical laboratories, operating rooms, meeting rooms, conference facilities, cafeteria facilities, and recreational facilities are excluded from floor area.

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Chapter 206 Residential Neighborhood District

Sections:

206.01	Purpose
206.02	Establishment
206.03	Master Plan Required
206.04	Land Use Mix and Distribution within a Residential Neighborhood
206.05	Park Design Standards
206.06	Street/Transportation System Requirements
206.07	Variety in Housing Design

206.01 Purpose

The Residential Neighborhood (RN) District is intended to implement the neighborhood centers shown on the General Plan Land Use Diagram and guide the design of new residential neighborhoods. More specifically, these standards are intended to accomplish the following purposes:

- (a) Create compact neighborhoods with a defined, mixed-use center including public open space, a school or other community facilities, and neighborhood commercial.
- (b) Create neighborhood centers with a mix of retail, civic, and service-oriented uses to support local transit and provide places for social interaction for neighborhood residents.
- (c) Create a street system that is well-aligned with and connected to streets in adjacent neighborhoods and allows residents to walk, bike, or drive directly and safely to parks, schools, and neighborhood shopping via a continuous system of streets, sidewalks, and bike routes.
- (d) Provide a variety of housing types, designs, and lot sizes to serve the range of household types and incomes in Porterville, and give each home individuality.

206.02 Establishment

A RN District may be established within the potential RN district areas shown on the Zoning Map by Zoning Map amendment according to the procedures of Chapter 613, Amendments to Zoning Map and Text, and the standards of this chapter. The minimum area of a RN District shall be eighty (80) acres. The City Council may approve a RN District for smaller areas, but not less than forty (40) acres, upon finding that a RN District of eighty (80) acres or more is infeasible.

206.03 Master Plan Required

An application for a rezoning to an RN district shall include a master plan. The master plan shall be accepted and processed concurrently, in the same manner as a Conditional Use Permit application, pursuant to Chapter 601, Common Procedures, and Chapter 604, Conditional Use Permits, although additional information is required to be submitted in order to determine that the intent of this Chapter and the General Plan will be fulfilled.

- (a) **Required Elements.** An application for a master plan in the RN District shall include the following elements in addition to any application requirements established by the Zoning Administrator.
- (1) **Land Uses.** The location of proposed land uses and a summary of the total land area dedicated to each use. Schools shall be located as shown on the General Plan Land Use Diagram unless an alternative site has been mutually agreed upon by the City and the applicable school district. Other land uses shall be allocated and distributed within the plan area according to the standards of Section 206.04, Land Use Mix and Distribution within Residential Neighborhoods.
 - (2) **Street System**
 - a. Location of major and minor arterial streets, parkways and minor and collector streets, and proposed spacing of intersections.
 - b. Proposed street alignments in relation to existing and planned streets on all abutting properties.
 - c. Cross-sections or equivalent information that indicates the elements (travel lanes, parking lanes, bike lanes, planter strips, sidewalks, sound walls, street tree spacing) and dimensions of elements to be included in each street type within the plan area.
 - d. Any proposed traffic calming facilities.
 - (3) **Pedestrian and Bike Network.** A system of bicycle and pedestrian routes that provide access to all parts of the plan area. All proposed mid-block pedestrian connections or connections from the ends of cul-de-sacs to streets and parks shall be delineated.
 - (4) **Utilities.** Location of main utility lines that must be extended into the project area to accommodate the proposed land uses and densities. The plan also must show utility placement in relation to street trees.

206.04 Land Use Mix and Distribution within a Residential Neighborhood

The land uses within a RN district shall be allocated and distributed according to the standards of this section.

- (1) **Consistency with General Plan.** Land uses shall reflect the required land use mix in the General Plan Land Use Diagram. Adjustments to the locations of land uses indicated on the General Plan Land Use Diagram may be approved, as long as the total allocation of each use within each plan area is consistent with the proportions indicated on the diagram. Where such locational adjustments are proposed, the standards of this section provide a guide for the minimum allocation of land uses within residential neighborhoods.
- (2) **Residential Uses.** Residential uses shall be provided at densities consistent with the General Plan designation(s) for the site. A minimum of twenty (20) percent of the units within each master plan must be small-lot (4,500 sq. ft. or smaller lot size) detached homes, townhouse, or multi-family units within walking distance (1/4 mile) of the neighborhood center.

- (3) **Public Parks.** Land for public parks must be provided at a ratio of five (5) acres per one thousand (1,000) residents, or in-lieu fees must be paid as established by the City. Parks shall be consistent with any adopted parks or open space master plan for the city. The allocation of types of parks shall be as follows:
 - a. A minimum of three and one-half (3.5) acres of neighborhood parks per one thousand 1,000 residents; and
 - b. A minimum of one and one-half (1.5) acres of community parks per one thousand (1,000) residents.
 - (4) **Park Location.** At least one (1) public park must be located within one (1) quarter mile, via a direct pedestrian route, of eighty (80) percent of all homes within the master plan area.
- (b) **Non-Residential Uses.** At least four (4) percent of gross land area must be designated for non-residential uses, including public and semi-public uses and/or neighborhood-serving commercial uses.
- (c) **Neighborhood Centers.** All master plan areas of one hundred sixty (160) acres or more must include a defined, centrally located, neighborhood center composed of a mix of retail, civic, and service-oriented uses, unless an existing or approved neighborhood center is located within one-quarter mile, via a direct pedestrian route, of eighty (80) percent of all homes within the master plan area. At minimum, neighborhood centers shall include:
 - (1) **Retail and Service Commercial Uses.** Retail and service commercial uses oriented to serving the needs of local residents.
 - (2) **Public Plaza, Square, or Commons**
 - a. **Size:** Minimum area of ten thousand (10,000) square feet.
 - b. **Dimensions:** Minimum horizontal dimension of fifty (50) feet.
 - c. **Street Access:** Bordered by public streets on at least one (1) side.
 - d. **Required Amenities:** Public plazas, squares, and commons shall include street furniture and other amenities such as gazebos, fountains, statuary, flag poles, kiosks, and benches. At least one (1) lineal foot of seating area shall be provided for each thirty (30) square feet of plaza area. Seating may include wooden benches, steps, seating walls, and retaining walls where the seating area is between sixteen (16) inches and thirty (30) inches above grade.
 - e. **Surface and Planting:** Public plazas, squares, and commons shall include paved walkways, and may include paved plaza areas. Landscaped areas and pervious surfaces that provide stormwater infiltration shall also be included.
 - f. **Schools:** School sites shall be provided as shown on the General Plan Land Use Diagram. Where locational adjustments are proposed, the applicant shall consult with the school district, Community

Development Department, and the Parks and Leisure Services Department prior to submission of a master plan.

206.05 Park Design Standards

- (a) **Minimum Park Size.** Neighborhood parks must be a minimum of two (2) acres in size. Community parks must be a minimum of ten (10) acres in size.
- (b) **Park Frontage and Accessibility.** A minimum of sixty (60) percent of the perimeter of any public park must abut a street. Where it is not feasible to locate residences across the street from and facing the park, frequent pedestrian access to the park must be provided at the ends of cul-de-sacs.
- (c) **Landscaped Area.** At least fifty (50) percent of the horizontal area of any park shall consist of landscaped pervious surfaces such as turf, live plantings, gravel, sand, and bark. No more than fifty (50) percent of the area of a neighborhood park may be paved.
- (d) **Detention Basins.** Drainage detention basins may be located within parks; however, all parks shall include open turf area above the basin flood line for playing fields and active recreation areas.

206.06 Street/ Transportation System Requirements

- (a) **Continuous Street System.** All streets and alleys must connect to other streets and alleys to form a continuous vehicular and pedestrian network within the plan area and to adjacent development. The use of gates or other preventative barriers is not permitted on public streets.
- (b) **Connection to Adjacent Areas.** Streets shall be aligned with existing and planned arterial and collector streets in adjacent neighborhoods in such a way that a continuous street pattern is created. Where a new residential subdivision occurs adjacent to undeveloped land within the Urban Development Boundary, stubs must be provided for future connections to the edge of the property line. Where street stubs exist on adjacent properties, new streets within a new residential subdivision shall be connected to these stubs.
- (c) **Dead-End Streets.** Culs-de-sac and dead end streets shall be prohibited in residential areas except where necessary to give access to or permit satisfactory future development of adjoining land. Cul-de-sacs and dead end streets shall be avoided in all other areas. If cul-de-sacs and dead end streets cannot be avoided, the maximum length shall be six hundred (600) feet. Culs-de-sac longer than three hundred (300) feet shall have pedestrian paths connecting them to parks and adjacent streets.
- (d) **Intersections.** A minimum of three (3) collector streets shall intersect each one (1) mile length of arterial street. Pedestrian facilities shall be provided at all signalized intersections.
- (e) **Maximum Block Length.** Blocks shall not exceed six hundred (600) feet in length, unless existing adjacent property alignment, topographic, or traffic conditions justify a variation. Pedestrian connections consisting of a paved walkway at least five (5)

feet wide within a ten (10) foot landscape right-of-way must be provided no more than three hundred fifty (350) feet apart for any blocks over six hundred (600) feet.

- (f) **Sidewalks.** Sidewalks shall be provided along both sides of the street.
- (g) **Pedestrian and Bicycle Paths.** Continuous and convenient bicycle and pedestrian access shall be provided from every home within a plan area to the nearest neighborhood center, school, and park.
- (h) **Traffic Calming.** Traffic calming street design or devices shall be included as needed to ensure that designated speed limits are not exceeded.
- (i) **Street Trees.** Street trees shall be provided on all public street frontages. Fifteen gallon trees shall be planted in a linear fashion within planter strips between the curb and sidewalk, at least thirty (30) feet on center. Each master plan shall indicate the type and location of proposed street trees and how utility placement will accommodate street tree placement.

206.07 Variety in Housing Design

No more than three (3) homes within each block face may be designed to have the same front elevation. There must be two (2) distinguishing and obviously different characteristics, such as building envelope, front porch, window pattern, or roof shape, between the front elevations of homes within a single block.

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Chapter 207 Planned Development (PD) District

Sections:

207.01	Purpose
207.02	Zoning Map Designation
207.03	Land Use Regulations
207.04	Development Regulations
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207.01 Purpose

The purposes of the Planned Development (PD) District are to:

- (a) Establish a procedure for development on large lots of land in order to reduce or eliminate the rigidity, delays, and conflicts that otherwise would result from application of zoning standards and procedures designed primarily for small lots.
- (b) Ensure orderly and thorough planning and review procedures that will result in quality urban design.
- (c) Promote variety and avoid monotony in large developments by allowing greater freedom in selecting the means to provide access, light, open space, and amenities.
- (d) Ensure allocation and improvement of common open space in residential areas, and provide for maintenance of the open space at the expense of those directly benefiting from it.
- (e) Facilitate the assembly of properties that might otherwise be developed in unrelated increments to the detriment of surrounding neighborhoods.
- (f) Provide for the integration and administration of Specific Plans, adopted pursuant to State law into the City's land use regulations.

207.02 Zoning Map Designation

A PD district shall be noted on the zoning map by the designation "PD"

207.03 Land Use Regulations

No use other than an existing use is permitted in a PD district except in accord with a valid PD Plan or Specific Plan. Any permitted or conditional use authorized by this Chapter may be included in an approved PD Plan or an adopted Specific Plan consistent with the General Plan land use designation(s) for the property.

207.04 Development Regulations

- (a) **Minimum Area.** The minimum area of a PD district shall be four (4) contiguous acres. The City Council may approve a PD district that contains less than four (4) acres, but at least two and one-half (2.5) acres, upon a finding that special site characteristics exist and that the proposed development will result in specific public benefits, in addition to the findings required by Section 207.06, Required Findings.
- (b) **Residential Unit Density.** Except where a density bonus is granted in compliance with the City's density bonus regulations for affordable housing and childcare (Chapter 302, Affordable Housing Density Bonus and Other Incentives), the total number of dwelling units in a PD Plan shall not exceed the maximum number permitted by the General Plan density for the total area of the planned development designated for residential use.
- (c) **Performance Standards.** The Performance Standards prescribed by Chapter 306, Performance Standards apply.
- (d) **Other Development Regulations.** Other development regulations shall be as prescribed by the PD Plan.

207.05 Procedures

- (a) **City Council Review.** A PD district must be adopted by the City Council as an amendment to the Zoning Map, according to the procedures of Chapter 608, Amendments to Zoning Map and Text. An application for rezoning to a PD district shall include a Specific Plan or PD Plan. The PD Plan shall be accepted and processed concurrently, in the same manner as a Conditional Use Permit application, pursuant to Chapter 601, Common Procedures and Chapter 604, Conditional Use Permits, although additional information is required to be submitted in order to determine that the intent of this Chapter and the General Plan will be fulfilled.
- (b) **Initiation.** An amendment to reclassify property to PD shall be initiated by a property owner or authorized agent or the City Council. If initiated by a property owner or authorized agent and the property is not under a single ownership, all owners must join the application, and a map showing the extent of ownership shall be submitted with the application.
- (c) **Pre-Application Procedure.** Prior to submitting an application for approval of a PD, the applicant may schedule a pre-application review conference with the Project Review Committee to discuss the general acceptability of the proposal, possible problems that may be encountered, and the need for any interagency coordination. Such preliminary consultations shall be relative to a conceptual development plan submitted by the applicant.
- (d) **Applications.** Applications for a PD shall be in the form established by the Zoning Administrator and shall be accompanied by the required information and plan submittals and the required fee.

207.06 Required Findings

A PD Plan and re-zoning shall only be approved if all of the following findings are made:

- (a) The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply;
- (b) The site for the proposed development is adequate in size and shape to accommodate the proposed uses and all setbacks, open spaces, setbacks, walls and fences, parking area, loading areas, landscape, and other features required;
- (c) Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;
- (d) The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;
- (e) The improvements required and the manner of development adequately address all natural and man-made hazards associated with the proposed development and the project site, including, but not limited to, flood, fire, and seismic or soils hazards; and
- (f) The proposed development provides a more efficient use of the land and superior architecture and site design compared to that which could be achieved through the application of the zoning district regulations that otherwise would apply.

207.07 Conditions

In approving a PD Plan and re-zoning, the City Council may impose reasonable conditions deemed necessary to:

- (a) Ensure that the proposal conforms in all significant respects with the General Plan and with any other applicable plans or policies that the City has adopted;
- (b) Achieve the general purposes of this Chapter or the specific purpose of the zoning district in which the project is located;
- (c) Achieve the findings listed in Section 207.06, Required Findings above; or
- (d) Mitigate any potentially significant impacts identified as a result of review conducted in compliance with the requirements of the California Environmental Quality Act.

207.08 Expiration and Renewal

(a) Expiration

- (1) **PD Plan.** A PD Plan shall be effective on the same date as the Chapter creating the PD district for which it was approved and shall expire two (2) years after the effective date unless actions specified in the conditions of approval have

been taken, or a building permit has been issued and construction diligently pursued. An approved PD Plan may specify a development staging program exceeding two (2) years.

- (2) **Tentative Map.** Where a tentative map has been approved in conjunction with a PD Plan, the PD Plan shall expire upon the expiration of the tentative map.
- (3) **Phased Development.** In the event that the applicant intends to develop the project in phases, and the City Council approves phased development, the PD Plan shall remain in effect so long as not more than one (1) year lapses between the end of one phase and the beginning of the next phase unless the PD Plan is renewed pursuant to subsection (b), below. If the PD Plan is not renewed and more than one (1) year lapses between the end of one phase and the beginning of the next phase, the PD Plan shall expire.
- (b) **Renewal.** An approved PD Plan may be renewed for a period approved by the City Council after a duly-noticed public hearing. Application for renewal shall be made in writing prior to expiration of the original approval. The City Council may renew a PD Plan if it finds the renewal consistent with the purposes of this chapter.

207.09 Amendments of Approved Plans

- (a) **Changed Plans.** Amendments to a PD district or PD Plan or Specific Plan may be requested by the applicant or its successors. Amendments to the approved Plan shall be classified as major or minor amendments. Upon receipt of an amendment application, the Zoning Administrator shall determine if the proposed amendment constitutes a major or minor amendment.
- (b) **Major Amendments.** Major Amendments to an approved PD district or PD Plan or Specific Plan shall be considered by the City Council at a duly noticed public hearing. An amendment will be deemed major if it involves one or more of the following changes:
 - (1) A change in the boundary of the PD district;
 - (2) An increase or decrease in the number of dwelling units for the PD district that is greater than the maximum or less than the minimum stated in the PD Plan or Specific Plan;
 - (3) An increase or decrease in the floor area for any non-residential land use that results in the floor area exceeding the minimum or maximum stated in the PD Plan or Specific Plan;
 - (4) Any change in land use or density that is likely to negatively impact or burden public facilities and utilities infrastructure as determined by the City Engineer;
 - (5) Any change in land use or density that is likely to negatively impact or burden circulation adjacent to the PD district or to the overall major street system, as determined by the City Engineer; or
 - (6) Any other proposed change to the PD Plan or Specific Plan or the conditions of approval that substantively alters one or more of its components as determined by the Zoning Administrator.

- (c) **Minor Amendments.** Amendments not meeting one or more of the criteria listed in subsection (b) shall be considered minor if they are consistent with and would not change any original condition of approval. Minor Amendments may be approved by the Zoning Administrator.

207.10 Status of Specific Plan

A Specific Plan adopted by resolution of the City Council shall be administered as prescribed by the Council, consistent with Government Code Section 65450.

207.11 Development Plan Review

Plans for a project in a PD district shall be accepted for planning and building permits or subdivisions only if they are consistent with an approved PD Plan or Specific Plan and any conditions of approval. No project may be approved and no building permit issued unless the project, alteration or use is consistent with an approved PD Plan or Specific Plan.

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Series 300: Additional Use and Development Regulations

Chapter 300 General Site Regulations

Sections:

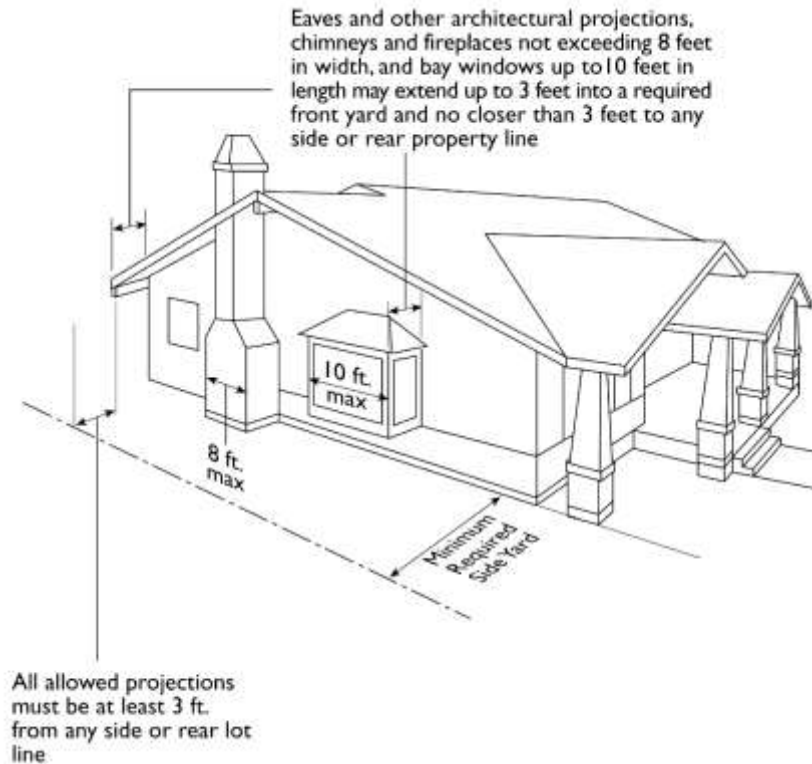
300.01	Building Projections Into Yards
300.02	Development on Substandard Lots
300.03	Fences and Freestanding Walls
300.04	Reserved
300.05	Habitat Conservation
300.06	Heights and Height Exceptions
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300.13	Trash and Refuse Collection Areas
300.14	Truck Docks, Loading, and Service Areas
300.15	Underground Utilities
300.16	Visibility at Driveways and Intersections (Sight Distance)

300.01 Building Projections Into Yards

Building projections may extend into required yards, subject to the following standards:

- (a) **Maximum Projection Allowed.** Notwithstanding any other subsection of this section, no projection may extend closer than three (3) feet to an interior lot line. No projection may extend into a public utility easement.
- (b) **Architectural Projections.** Cornices, canopies, eaves, sills, buttresses or similar architectural features, chimneys and fireplaces not exceeding eight (8) feet in width, cantilevered bay windows not exceeding ten (10) feet in width, and planting boxes shall not extend closer than three (3) feet to any side or rear lot line or three (3) feet into any front yard unless further restricted by the Building Code.

FIGURE 300.01(B): ARCHITECTURAL PROJECTIONS



- (c) **Fire Escapes.** Fire escapes, required by law, ordinance, or regulations of a public agency may project up to four (4) feet into any yard.
- (d) **Stairways, Stair Landings, and Balconies.** Stairways, stair landings, and balconies that service above the first floor level of the building may project up to three (3) feet into any yard, provided that all such structures shall be open, unenclosed and without roofs, except for lattice type guard railings. Structural supports for stairways and landings may be enclosed.
- (e) **Decks, Porches, and Stairs.** Uncovered decks, porches and stairs less than two and one-half (2.5) feet above ground elevation may project in any yard consistent with the Building Code. Uncovered decks, porches, and stairs higher than two and one-half (2.5) feet servicing the first floor level of the building may project no more than three (3) feet into the front, side, and rear yards, and no closer than three (3) feet to a property line.
- (f) **Depressed Ramps or Stairways and Supporting Structures.** When designed to permit access to parts of buildings below average ground level, may extend into any required yard not more than three (3) feet.
- (g) **Ramps and Similar Structures for Disabled Person's Accommodation.** Up to the entire yard where it is the only feasible location to provide a reasonable accommodation consistent with the Americans with Disabilities Act.

300.02 Development on Substandard Lots

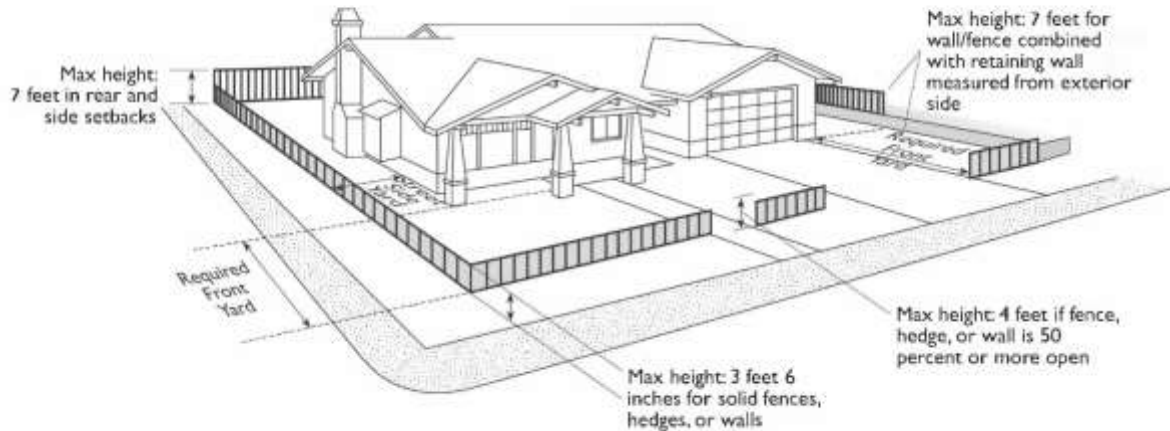
A legally created lot having a width or area less than required for the base district in which it is located may be occupied by a permitted or conditional use if it has a width of twenty-five (25) feet or more and an area of two thousand five hundred (2,500) square feet or more, provided that on the effective date of regulations that made it substandard, it was in single ownership separate from any abutting lot. No substandard lot shall be further reduced in area or width, and a substandard lot shall be subject to the same yard and density requirements as a standard lot except as otherwise provided. A maximum of one (1) dwelling unit may be located on a substandard lot that meets the requirement of this section.

300.03 Fences and Freestanding Walls

(a) Maximum Height

- (1) *Front Yards.*** No solid fence or freestanding wall within or along the exterior boundary of the required front yard shall exceed a height of three and one-half (3.5) feet. Open or lattice type fences that are at least fifty percent (50%) open, or hedges, shall not exceed a height of four (4) feet.
- (2) *Side and Rear Yards.*** No fence or freestanding wall within or along the exterior boundary of the required side or rear yards shall exceed a height of seven (7) feet. The Zoning Administrator may allow a fence or wall up to eight (8) feet in height to be located along the exterior boundary of the required side or rear yard subject to the issuance of a building permit.
- (3) *Decorative Features.*** One (1) entry gateway, trellis, or other entry structure is permitted in the required front or street-facing side yard of each lot, provided that the maximum height or width of the structure does not exceed ten (10) feet. Such decorative feature shall not have any solid obstruction that exceeds two (2) feet in diameter between the height of three (3) and ten (10) feet.

FIGURE 300.03: FENCES AND FREESTANDING WALLS



- (b) **Design and Materials.** Fencing visible from a street shall be treated as an integral part of the architecture, with materials, colors, and detailing drawn from the building they surround or adjoin.
 - (1) **Prohibition on Hazardous Fencing Materials.** The use of barbed wire, razor wire, ultra barrier, electrified, and other hazardous fencing is not permitted. An exception to this standard may be approved for sites in the AC District where needed for livestock or ranch operations.
 - (2) **Limitation on Chain Link Fencing.** Use of chain-link fencing is not permitted in front or street-facing side yards, and is permitted only in rear and interior side yards that do not abut public and quasi-public land uses. This standard does not apply to sites in the Residential, IA or IG districts.
- (c) **Visibility at Intersections.** Notwithstanding any other provisions of this section, fences and walls shall comply with the visibility standards contained in Section 300.16, Visibility at Driveways and Intersections.

300.04 Reserved

300.05 Habitat Conservation

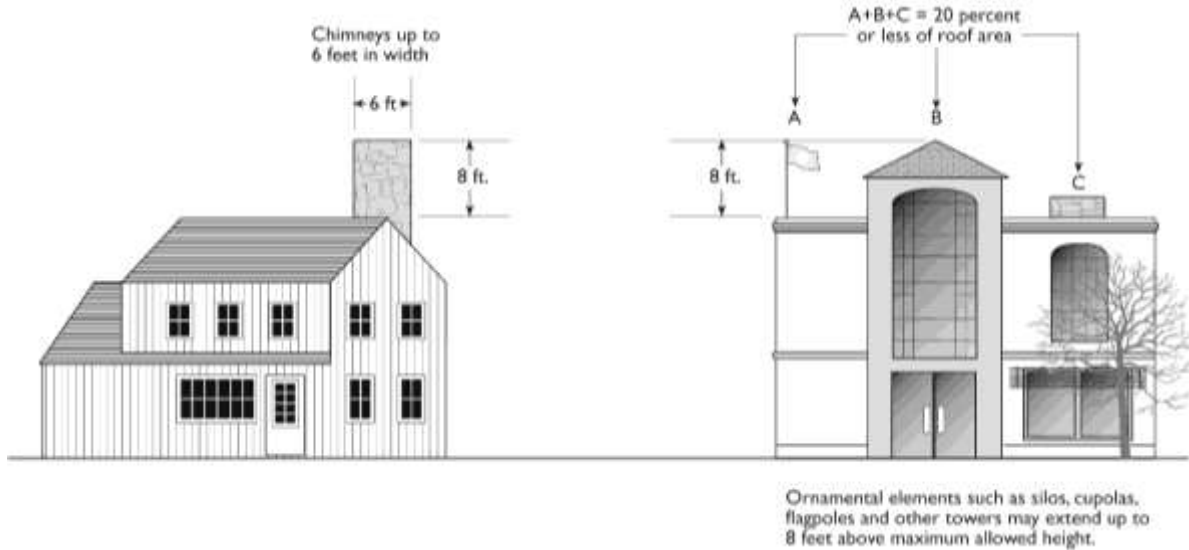
New development shall be located to protect and preserve areas in which plant and/or animal life or its habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which would easily be disturbed or degraded by human activities and development. The provisions of this section apply to discretionary development projects proposed within or adjacent to (within 300 feet of the boundary of) sensitive habitat areas designated in the General Plan.

- (a) **Site Design.** Sensitive habitat areas shall be protected by any of the following means: 1) avoidance; 2) onsite mitigation; 3) offsite mitigation; and 4) purchase of mitigation credits.
- (b) **Biological Report.** A discretionary development application for a project on a site located within or adjacent to (within 300 feet of the boundary of) sensitive habitat areas designated in the General Plan shall also include a report commissioned by the City that contains the following:
 - (1) An evaluation of the impact the development may have on the habitat, and whether the development will be consistent with the biological continuance of the habitat. Maximum feasible mitigation measures to protect the resource shall be identified and a program for monitoring and evaluating the effectiveness of the mitigation measures shall be included.
 - (2) Conditions of approval recommendations for the restoration of damaged habitats, where feasible.
- (c) **Required Findings.** Approval of a development permit for a project within or adjacent to identified habitat areas shall not occur unless the applicable review body first finds that:
 - (1) There will be no significant negative impact on the identified sensitive habitat and the proposed use will be consistent with the biological continuance of the habitat.
 - (2) The proposed use will not significantly disrupt the habitat.
 - (3) Adequate mitigation measures are required to mitigate impacts to significant biological resources.
 - (4) There has been “no net loss” of wetlands and vernal pools. Disturbed wetlands and vernal pools have been replaced.
 - (5) Where feasible, damaged habitats will be restored as a condition of development approval.

300.06 Heights and Height Exceptions

- (a) **Maximum Height of Structures.** The height of structures shall not exceed the standards established by the applicable zoning district of this Ordinance.
 - (1) **Increased Height Limit for Projections.** Chimneys not over six (6) feet in width, silos, cupolas, flagpoles, monuments, gas storage holders, radio and other towers, water tanks, church steeples, fire and parapet walls, roof furniture, and similar structures covering not more than twenty (20) percent of the top floor roof area to which they are accessory, may exceed maximum permitted height standards by eight (8) feet. Exceptions may be granted with the approval of a Conditional Use Permit.

FIGURE 300.06: INCREASED HEIGHT LIMIT FOR PROJECTIONS



- (2) ***Airport Environs Overlay District.*** Airport related towers may exceed the maximum permitted height standard in the IA and PS district. Notwithstanding other provisions of this section, there shall be no exceptions to the specified height limits within the Airport Environs (AE) Overlay District, unless authorized by approval of a Conditional Use Permit.

300.07 Lighting and Illumination

- (a) ***Purpose.*** This section is intended to minimize outdoor artificial light that may have a detrimental effect on the environment, astronomical research, amateur astronomy, and enjoyment of the night sky. These provisions are also intended to reduce the unnecessary illumination of adjacent properties and the use of energy.
- (b) ***Applicability.*** Outdoor light fixtures installed after the effective date of this Ordinance and maintained upon private property shall comply with the requirements of this section.
- (c) ***Exemptions.*** The following types of lighting fixtures are exempt from the requirements of this section:
- (1) ***Prior Installation.*** All light fixtures installed prior to the effective date of this Ordinance, unless fifty (50) percent or more of the light fixtures on the premises are replaced.
 - (2) ***Fossil Fuels.*** All light fixtures producing light directly by the combustion of fossil fuels.
 - (3) ***Low Lumens.*** All light fixtures with an initial total lamp sources lumens of four thousand fifty (4,050) or less.
 - (4) ***Construction and Emergency Lighting.*** All construction or emergency lighting fixtures, provided they are temporary and are discontinued immediately upon completion of the construction work or abatement of the emergency.

- (d) **Maximum Height.** Lighting fixtures shall not exceed the maximum heights specified in Table 300.07(A) below.

TABLE 300.07(A): MAXIMUM HEIGHT OF LIGHTING FIXTURES	
<i>District</i>	<i>Maximum Height (ft.)</i>
Residential Districts	16
CN, PO	16
CMX, Downtown Districts	16 within 100 feet of any street frontage; 20 in any other location.
PS	20 within 100 feet of any street frontage; 25 in any other location.
CR, CG, IP, IG, IA	40
REC, PK	50 ¹

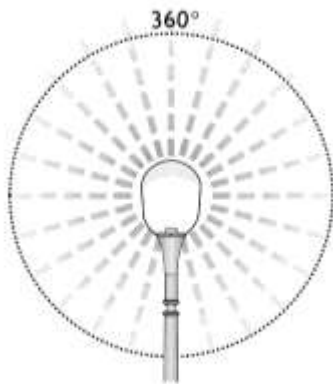
¹ Sports field lighting shall be defined per project

- (e) **Shielding.** All lighting fixtures shall be shielded in accordance with Table 300.07(B) so as not to produce obtrusive glare onto the public right-of-way or adjoining properties. All luminaires shall meet the most recently adopted criteria of the Illuminating Engineering Society of North America (IESNA) for “Cut Off” or “Full Cut Off” luminaires, as illustrated in Figure 300.07.

TABLE 300.07(B): REQUIREMENTS FOR SHIELDING AND FILTERING		
Fixture Lamp Type	Shielding Required	Filtering Required
Low Pressure Sodium ¹	None	None
Light-Emitting Diode (LED)	Fully ⁵	Yes ²
High Pressure Sodium	Fully	None
Metal Halide	Fully	Yes ⁴
Fluorescent	Fully ⁵	Yes ²
Quartz ³	Fully	None
Incandescent Greater than 100W	Fully	None
Incandescent 100W or less	None	None
Mercury Vapor	Not permitted.	
Fossil Fuel	None	None
Glass Tubes filled with neon, argon, or krypton	None	None
Other Sources	As approved by the Zoning Administrator	
¹ This is the preferred light source to minimize undesirable light into the night sky affecting astronomical observations.		
² Warm white natural lamps are preferred to minimize detrimental effects.		
³ For the purposes of this article, quartz lamps shall not be considered an incandescent light source.		
⁴ Most glass, acrylic, or translucent enclosures satisfy these filter requirements.		
⁵ Outdoor signs constructed of translucent materials and wholly illuminated from within do not require shielding.		

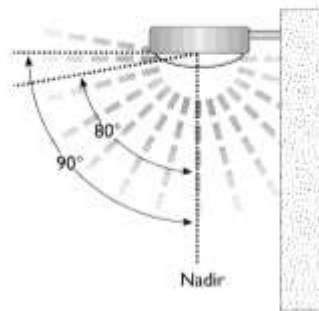
FIGURE 300.07: LIGHT FIXTURE SHIELDING

Not Permitted: Non-Cutoff Luminaires



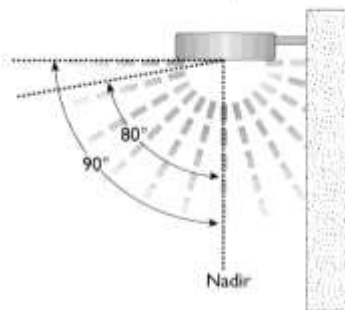
Noncutoff: Unrestricted high-angle illumination. There is no candela limitation in the zone above maximum candela.

Permitted: Cutoff Luminaires



Cutoff: The luminous intensity (in candelas) at or above an angle of 90° above nadir does not numerically exceed 2.5% of the luminous flux (in lumens) of the lamp or lamps in the luminaire, and the luminous intensity at or above a vertical angle of 80° above nadir does not numerically exceed 10% of the luminous flux of the lamp or lamps in the luminaire.

Permitted: Full Cutoff Luminaires



Full cutoff: The luminous intensity (in candelas) at or above an angle of 90° above nadir is zero, and the luminous intensity (in candelas) at or above a vertical angle of 80° above nadir does not numerically exceed 10% of the (in lumens) of the lamp or lamps in the luminaire.

- (f) **Multi-Family Residential Illumination.** Aisles, passageways, and pedestrian recesses related to and within the building complex shall be illuminated with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness. Lighting devices shall be protected by weather and vandal-resistant covers.
- (g) **Pedestrian Oriented Lighting.** In the Downtown, CN, CR, and CMX districts, exterior lighting shall be provided for a secure nighttime pedestrian environment at building entrances, on-site pedestrian walkways, public sidewalks and open areas with a safe level of illumination with an intensity of at least 0.25 foot-candles at the ground level during the hours of darkness. The Zoning Administrator may require additional lighting for bars, nightclubs, and lounges or other entertainment venues in order to provide a safe level of illumination.
- (h) **Prohibitions and Requirements for Protection and Shielding**
 - (1) *Recreational Facility.* No public or private outdoor recreational facility shall be illuminated after 11:00 p.m., except to conclude any recreational or sporting event or other activity conducted at a ball park, outdoor amphitheater, area, or similar facility in progress prior to 11:00 p.m.
 - (2) *Outdoor Building and Landscaping.* The unshielded outdoor illumination of any building or landscaping is prohibited, except with incandescent fixtures with lamps of sixteen hundred (1600) lumens or less.
 - (3) *Outdoor Signs.* Lighting fixtures used to illuminate an outdoor sign shall be mounted on the top of the sign structure and shall be shielded according to Table 300.07(C) above.
- (i) **Alternate Materials and Methods of Installation.** Design, material, or method of installation not specifically prescribed by this section may be approved by the Zoning Administrator provided the proposed design, material, or method complies with the intent of these provisions.

300.08 Outdoor Seating

Eating and drinking establishments with outdoor seating areas shall be located, developed, and operated in compliance with the following standards:

- (a) **Location.** Outdoor seating areas may be permitted in Downtown Districts on any public sidewalk, provided a minimum of six (6) feet of public sidewalk remains unobstructed for pedestrian uses. Outdoor seating areas may be permitted in other zone districts as long as they do not conflict with required pedestrian walkways, parking, landscaping or loading areas.
- (b) **Conditional Use Permit.** A Conditional Use Permit is required when the outdoor seating area is located immediately abutting the property line of a residential district, and contains more than five (5) tables or seating for fifteen (15) customers.
- (c) **Barriers.** The use of barriers around the outdoor seating area may be permitted, provided they are in a manner acceptable to the City and the design is approved by

the Zoning Administrator. Barriers will be required for uses involving the sale of alcoholic beverages as approved with a Conditional Use Permit.

- (d) **Hours of Operation.** The hours of operation for an outdoor seating area shall be limited to the hours of operation of the associated eating and drinking establishment.
- (e) **Refuse Storage Area.** No structure or enclosure to accommodate the storage of trash or garbage shall be erected or placed on, adjacent to, or separate from an outdoor seating area on the public sidewalk or right-of-way. Refuse areas shall be in compliance with Section 300.13 Trash and Refuse Collection Areas.

300.09 Outdoor Storage

Outdoor storage of goods, materials, machines, equipment, and vehicles or parts outside of a building for more than seventy-two (72) hours shall conform to the standards of this section. The regulations of this section do not apply to temporary storage of construction materials reasonably required for construction work on the premises pursuant to a valid building permit.

- (a) **Permitted Locations.** Table 300.09 states the districts where outdoor storage is permitted and prohibited.

TABLE 300.09: OUTDOOR STORAGE REGULATIONS BY DISTRICT AND LOCATION	
<i>Base District</i>	<i>Permissibility of Outdoor Storage</i>
Agricultural/Rural/Conservation Districts	Permitted if associated with a permitted agricultural use.
Residential, Downtown, CN, CMX, PK and REC Districts	Not permitted. (All storage shall be within an enclosed building).
CR, CG, PO, IP, IA, and PS Districts	Not permitted in front or street-facing side yards. Permitted in interior side and rear yards, or outside of required yards, subject to the standards of this section.
IG	Permitted anywhere on a lot, subject to the standards of this section.

- (b) **Screening.** Screening of outdoor storage areas shall comply with the following standards:
 - (1) Outdoor storage areas shall be screened so as not to be visible from any public street or freeway; Residential district; or publicly accessible open space area, parking area, access driveway, or similar thoroughfare.
 - (2) Screening walls and fences shall be architecturally compatible with the main structure on the site and shall not have barbed wire or razor wire visible from any street or public access.
 - (3) No screening wall or fence shall be located within a required landscape planter along the street frontage.

- (4) If located on a lot line or in a required yard, screening walls and fences shall not exceed the maximum fence height in required yards; in other areas, they shall not exceed eight (8) feet in height, unless otherwise approved by the Zoning Administrator to adequately screen material. No stored goods may exceed the height of the screening wall or fence.

(c) **Surfacing**

- (1) Outdoor storage areas shall be paved. This requirement does not apply to outdoor storage associated with a permitted agricultural use.
- (2) A waiver or exception may be granted to allow outdoor storage of non-hazardous materials on other surfacing only if the following findings can be made:
 - a. The proposed surfacing is appropriate, as determined by the City Engineer, to the type of product displayed; and
 - b. The proposed surfacing will conform to all applicable federal and State air and water quality standards.

300.10 Screening

- (a) **Screening of Mechanical Equipment.** All mechanical and electrical equipment and antennas shall be screened or incorporated into the design of buildings so as not to be visible from the street, freeway, or adjacent residential districts. Such equipment includes, but is not limited to, all roof-mounted equipment, utility meters, cable equipment, telephone entry boxes, backflow prevention devices, irrigation control valves, electrical transformers and pull boxes. Screening devices shall be consistent with the exterior colors and materials of the buildings to which they are attached.
- (b) **Roof Access Ladders and Fire Sprinkler Risers.** Roof access ladders and fire sprinkler risers shall be located internally as allowed by the California Building Code.
- (c) **Parking Areas.** Parking areas shall be screened from view from public streets and adjacent residential properties according to the following standards:
 - (1) **Height.** Screening of parking lots from adjacent public streets shall be three (3) feet in height. Screening along interior lot lines that abut residential districts shall be six (6) feet in height, except within the required front setback of the applicable zoning district, where screening shall be three (3) feet in height.
 - (2) **Materials.** Screening may consist of one (1) or any combination of the methods listed below.
 - a. **Walls.** Low-profile walls consisting of decorative concrete, stone, or masonry materials.
 - b. **Fences.** An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. This option does not include the use of chain-link or vinyl fencing.

- c. *Planting.* Plant materials consisting of compact evergreen plants that form an opaque screen. Such plant materials shall achieve a minimum height of two (2) feet within eighteen (18) months after initial installation.
 - d. *Berms.* Berms planted with grass, ground cover, or other low-growing plant materials.
- (d) **Drive-Through Facilities.** Vehicle lanes for drive-throughs shall be screened from public streets to a height of three and one-half (3.5) feet. Screening devices shall consist of walls and/or berms.
- (e) **Common Property Lines.** A six (6) foot high wall shall be provided on the interior lot lines where any non-residential use abuts a residential district or residential use where there is no alley. Such screening wall shall be provided at the time of new construction or expansion of buildings, or changes from one (1) use classification to another non-residential use classification.
 - (1) **Location.** Screening walls shall follow the lot line of the lot to be screened, or shall be so arranged within the boundaries of the lot so as to substantially hide from adjoining lots the building, facility, or activity required to be screened.
 - (2) **Height.** The six (6) foot high screening wall shall step down to three and one-half (3.5) feet in height from the side property line intersecting the front property line to a depth equal to the required front or side yard setback of the abutting residential use in order to provide for safe line of sight for vehicular traffic. Wall height may be increased in height to accommodate adequate sound attenuation as required through the findings of an acoustical analysis prepared by an acoustical professional. The design of such improvements shall be approved by the City Engineer.
 - (3) **Materials.** The screening wall shall be a masonry block wall. Block walls shall match the standard colors allowed in the City's graffiti abatement program. The City Engineer may approve new wall/fencing materials that become available in the future for use as an alternative to a masonry block wall based on its proven comparable properties for durability, sound, light, and glare attenuation. Topography, berming, and other alternative methods of mitigating the nuisance of noise and light might be considered at time of project review.
 - (4) **Timing.** If the residential use develops prior to the non-residential use, a six (6) foot high wood fence may be constructed. If the non-residential use or residential use develops adjacent to existing development the wall shall be constructed with the new development. Where a six (6) foot high wood fence already exists, the masonry wall footing, when constructed, shall comply with City standards. The narrow offset portion of the masonry wall footing shall abut the existing wood fence posts, or close thereto. The gap between the fence shall be sealed with a top rail approved by the City Engineer. A condition of approval may be imposed upon the developer of the non-residential use to work with the adjacent property owner to eliminate the abutting and parallel wood fence. Said wall shall be constructed concurrently with the non-

residential development. Those uses subject to a Conditional Use Permit may be evaluated to determine applicability of the wall requirement.

- (f) **State Route.** Where a residential use abuts State Route rights-of-way or State Route frontage road rights-of-way, screening according to the following shall be installed along that frontage.
 - (1) **Height.** An eight (8) foot high wall shall be provided unless an acoustical analysis prepared by an acoustical professional verifies that an appropriate height greater or lesser than the eight (8) feet is warranted or, subject to the approval of any discretionary permit (i.e. Conditional Use Permit, parcel or subdivision map). The design of such improvements shall be approved by the City Engineer.
 - (2) **Material.** The screening wall shall be a masonry block wall constructed of decorative, split-face block and brown in color per the approved colors maintained in the Community Development Department. The wall shall include decorative columns, spaced no more than sixty (60) feet apart, with stone veneer. The entire wall, including the columns, shall be capped on top. The City Engineer may approve new wall/fencing materials that become available in the future for use as an alternative to a masonry block wall based on its proven comparable properties for durability, sound, light, and glare attenuation. Topography, berming, and other alternative methods of mitigating the nuisance of noise and light may be considered at time of project review.
 - (3) **Landscaping.** Landscaping shall be provided along these walls to include trees, shrubs, groundcover and vines in order to improve the aesthetics of the wall and prevent graffiti. Adequate land and access shall be provided to install and maintain such landscaping, to the satisfaction of the Parks and Leisure Services Director. Maintenance of wall landscaping shall be provided by the developer, or by an assessment district established for such maintenance in perpetuity.
- (g) **Adjacent to Residential Uses.** The Zoning Administrator may require a block wall based on the site design of the parking or service area or where other noise, light, and glare are oriented toward a residential use. The wall design shall be approved as part of the project by the City Engineer to ensure that adequate line of sight distance is provided.

300.11 Street Dedication, Construction of Public Improvements, and Installation of Certain Parkway Improvements

Public improvements shall be provided in compliance with the following standards to any property or lot where public improvements were never constructed or installed to City standards, or where such public improvements for whatever cause have deteriorated to a condition that they no longer adequately serve their intended purpose. An applicant for a Conditional Use Permit or building permit shall be required to provide for said public improvements along the frontage of such property as follows:

- (a) **Right-of-way Dedication.** Dedicate street right of way necessary to obtain the ultimate right of way width as required by ordinance or resolution of the City Council.
- (b) **Curb, Gutter, and Sidewalk.** Construct new, and/or repair existing curb, gutter, sidewalk and handicap ramp as required by the City Engineer. If, due to existing topographic or related conditions, the City Engineer determines that it would be in the best interests of the City and its inhabitants to construct said curb, gutter and sidewalk at a later date, the applicant shall deposit to the City a cash amount equal to the City Engineer's estimate of construction cost, or execute an agreement as provided by Section 20-40.5, Deferred Construction, Cash Deposit, Lien Agreement, of the Municipal Code.
- (c) **Street and Alley Paveout.** Construct street, and, if applicable, alley paveout, from the gutter lip in the case of streets, and from the property line in the case of alleys, to the existing pavement in accordance with City standards. In cases where the street or alley is not paved, the construction required of the applicant shall not exceed fifty (50) percent of the width of the street or alley. If, due to existing topographic or related conditions, the City Engineer determines that it would be in the best interests of the City and its inhabitants to construct said street or alley paveout at a later date, the applicant shall deposit to the City a cash amount equal to the City Engineer's estimate of construction cost, or execute an agreement as provided by Section 20-40.5, Deferred Construction, Cash Deposit, Lien Agreement, of the Municipal Code.
 - (1) Single-family dwellings or duplexes shall not be required to pay for any paveout costs that are over two (2) feet from the gutter lip or property line.
- (d) **Utility Structures.** Relocate existing utility structures, when required, to an area within the parkway to the satisfaction of the City Engineer.
- (e) **Parkway Trees.** Provide for the installation of parkway trees as required by the Director of Parks and Leisure Services in accordance with City standards pertaining to the type, size, spacing and placement of such trees; to the maintenance or extension of street tree themes when applicable; and, to the time of installation when it is determined it would be in the best interest of the City to postpone the placement of trees required pursuant to this section.
- (f) **Non-residential Development.** The following improvements shall be installed with all non-residential development.
 - (1) **Fire Hydrants.** Fire hydrants to meet City standards for type, size and spacing in accordance with the requirements of the Fire Department, and to the satisfaction of the City Engineer. In lieu of installation, if otherwise required pursuant to the provisions of this Section, the City may require payment of a prorated fire hydrant fee in an amount set by resolution of the City Council to acknowledge the area of benefit served by same.
 - (2) **Streetlights.** Streetlights as required by the City Engineer at intersections, culs-de-sac, crosswalks, curves, etc., to meet City standards for type, illumination and spacing. In lieu of installation, if otherwise required pursuant to the provisions of this Section, the City may require payment of a prorated

streetlight fee in an amount set by resolution of the City Council to acknowledge the area of benefit served by same.

- (3) **Drainage Facilities.** Drainage facilities as required by the City Engineer to meet City standards.

300.12 Swimming Pools

Swimming pools located in any zoning district shall not be located in the required front yard, required landscaped areas or closer than five (5) feet from the water's edge to any lot line or building.

300.13 Trash and Refuse Collection Areas

Solid waste and recycling-container enclosures are required for new dwelling groups consisting of four (4) or more dwelling units and for all nonresidential developments in accordance with the following standards:

- (a) **Location.** All enclosures shall comply with the California Building Code and Fire Code and shall meet the following requirements unless it is demonstrated that they are infeasible as determined by the Zoning Administrator.
 - (1) The solid waste and recycling storage area shall not be located within any required front yard, street side yard, or required landscaped area, or any other area required by this Ordinance to be constructed or maintained unencumbered according to fire and other applicable building and public safety codes.
 - (2) Solid waste and recycling areas shall be consolidated to minimize the number of collection sites and located so as to reasonably equalize the distance from the building spaces they serve. The number of required collection sites shall be determined by the Public Works Department.
 - (3) Solid waste and recycling storage areas shall be conveniently accessible to refuse trucks. Enclosures shall be located so that the trucks and equipment used by the City of Porterville or its contractors have sufficient maneuvering areas and, if feasible, so that the collection equipment can avoid backing. Project applicants are responsible for procuring current equipment size and turning radius from the City of Porterville or its contracted solid waste and recycling collector(s).
- (b) **Materials, Construction, and Design**
 - (1) **Minimum Height of Screening.** Solid waste and recycling storage areas located outside or on the exterior of any building shall be enclosed per City standards for refuse and recycling enclosures.
 - (2) **Enclosure Material.** Enclosure material shall be solid masonry or concrete tilt-up with decorated exterior-surface finish compatible to the main structure(s).
 - (3) **Gate Material.** Gate material shall be decorative, solid, heavy-gauge metal or a heavy-gauge metal frame with a covering of a view-obscuring material. If

not visible from a public street, public parking area, or residential area, the enclosure gates may be constructed of chain link with wood or plastic inserts.

- (4) **Access to Enclosure from Residential Projects.** Each solid waste and recycling enclosure serving a residential project shall be designed to allow walk-in access without having to open the main enclosure gate.
- (5) **Enclosure Pad.** Pads shall be a minimum of six (6) inch-thick concrete.
- (6) **Protection for Enclosures.** Concrete curbs or equivalent shall protect enclosures from adjacent vehicle parking and travel ways.
- (7) **Landscaping.** The perimeter of the recycling and trash enclosure, except for areas used for access, shall be planted, if feasible, with drought resistant landscaping, including a combination of shrubs and/or climbing evergreen vines.
- (8) **Clear Zone.** The area in front of all enclosure types shall be kept clear of obstructions, and shall be painted, striped, and marked “No Parking.”

300.14 Truck Docks, Loading, and Service Areas

- (a) **Minimum Distance from Residential Districts.** Truck docks, loading, and service areas are not permitted within fifty (50) feet of an R district boundary, unless noise mitigation and view obscuring screening is provided, as approved by the Zoning Administrator.
- (b) **Screening.** Truck docks, loading, and service areas located in any district shall be screened from any adjacent residential districts or uses. In all districts except IA, IP and IG districts, these facilities shall be located at the interior side of buildings or on the rear of the site and be screened so as not to be visible from public streets.

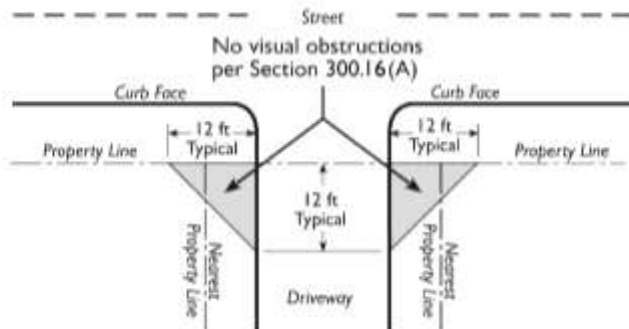
300.15 Underground Utilities

All electrical, telephone, cable television, and similar distribution lines providing direct service to a development site shall be installed underground within the site.

300.16 Visibility at Driveways and Intersections (Sight Distance)

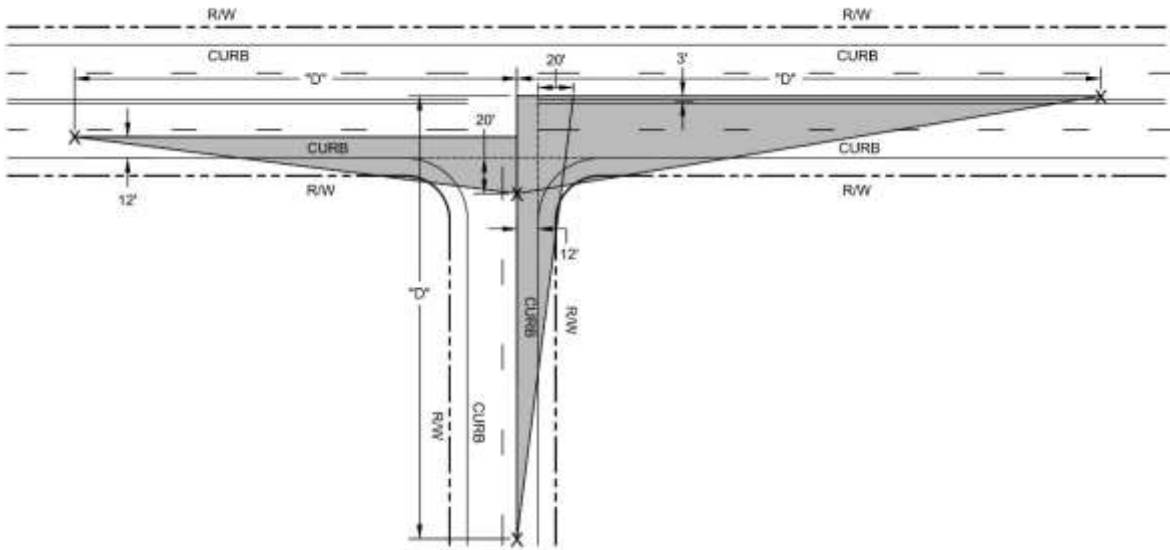
Visibility at driveways and intersections shall be maintained in accordance with the following standards. The City Engineer may require extended or reduced sight distance lengths where special conditions exist or will be created, as necessary to maintain adequate visibility.

- (a) **Driveways.** Visibility at a driveway crossing a street property line shall not be blocked above a maximum height of three (3) feet by vegetation or three and one-half (3.5) feet by structures for a depth of twelve (12) feet as viewed from the edge of the curb face on either side of the driveway at a distance of twelve (12) feet. Street trees that are pruned at least eight (8) feet above the established grade from top of curb so as not to obstruct clear view by motor vehicle drivers are permitted.

FIGURE 300.16(A): DRIVEWAY VISIBILITY

- (b) **Controlled Intersections.** A controlled intersection is one where a traffic signal or stop sign (all-way or minor street only) exists to control the flow and ensure the safety of traffic. Visibility at controlled street intersections shall not be blocked above a maximum height (measured from intersection street grades) of three (3) feet by vegetation or three and one-half (3.5) feet by structures, including, but not limited to, fences and walls. There shall be corner cut-offs of all lots which abut an intersection of two streets. These standard corner cut-offs are determined by intersection points located twelve (12) feet from the edge of the curb face of each street and are the areas between these intersection points and the streets, one point being twenty (20) feet from the curb face extension and the other a distance “D” from the intersection of the crossing street (see Table 300.16, Sight Distance Standards). The corner cut-offs for left turns from a minor road, are determined by intersection points located three (3) feet from the middle edge of the inside lane, and are the areas between these intersection points and the streets, one point being twenty (20) feet from the curb extension and the other a distance “D” from the intersection of the crossing street (see Table 300.16). No obstruction which limits the visibility of persons operating vehicles on said streets shall be permitted in corner cut-off areas.

FIGURE 300.16(B): VISIBILITY AT CONTROLLED INTERSECTIONS



- (c) **Uncontrolled Intersections.** An uncontrolled intersection is one where no traffic controls exist and is subject only to yielding from each street leg. Same requirements as controlled intersections shall apply except that both intersecting streets shall require a distance “D” from the intersection of the crossing street to comply with the sight distance requirements on Table 300.16, Sight Distance Standards.

FIGURE 300.16(C): VISIBILITY AT UNCONTROLLED INTERSECTIONS

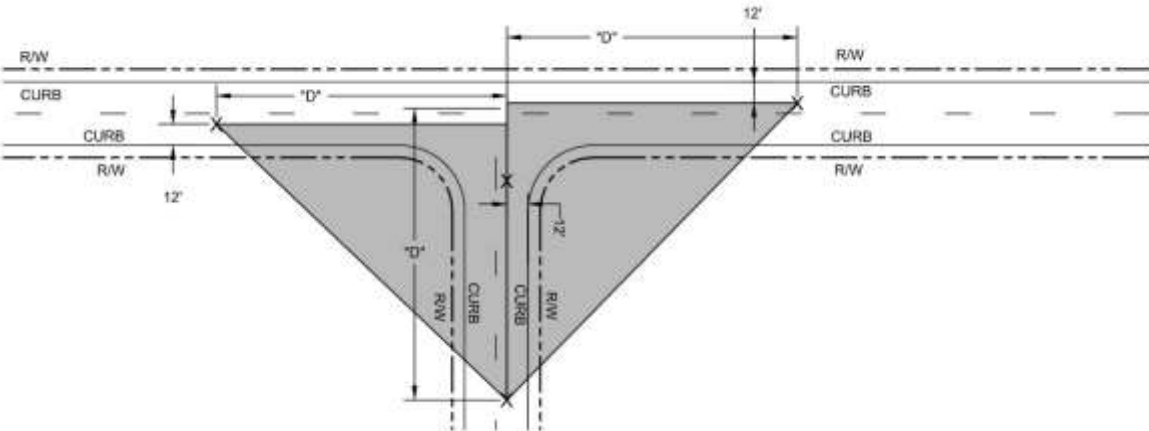


TABLE 300.16: SIGHT DISTANCE STANDARDS			
<i>Design Speed (mph)</i>	<i>Controlled Intersections Sight Distance (ft)</i>	<i>Controlled Intersections, Left Turn from Minor Road Sight Distance (ft)</i>	<i>Uncontrolled Intersections, Sight Distance (ft)</i>
15	80	105	70
20	115	145	90
25	155	195	115
30	200	245	140
35	250	305	165
40	305	365	195
45	360	430	220
50	425	500	245
55	495	580	285
60	570	660	325
Note: Design speed is based on road classification per AASHTO or Caltrans manuals Sources: “A Policy on Geometric Design of Highways and Streets,” AASHTO, 2010. “Highway Design Manual,” Caltrans, 2011			

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Chapter 301 Standards For Specific Uses and Activities

Sections:

301.01	Accessory Uses and Structures
301.02	Alcoholic Beverage Sales
301.03	Reserved
301.04	Automobile/Vehicle Service and Repair, Major and Minor
301.05	Auto Service Stations and Car Washing
301.06	Crop Cultivation
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301.10	Manufactured Homes
301.11	Mobile Home Parks
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301.15	Residential Care Facilities, General
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301.18	Single Room Occupancy Hotels
301.19	Social Service Facilities
301.20	Telecommunication Facilities
301.21	Temporary Uses
301.22	Transitional and Supportive Housing
301.23	Medical Cannabis Cultivation

301.01 Accessory Uses and Structures

An accessory use shall be secondary to a primary use and shall be allowed only in conjunction with a principal use or building to which it relates under the same regulations as the main use in any zoning district. Accessory uses and structures are also subject to the development and site regulations found in Chapter 300, General Site Regulations. Accessory structures shall be designed to be of similar/compatible architecture and materials as the main buildings, and in addition shall be located, developed, and operated in compliance with the following standards in the agricultural and residential zone districts as follows:

- (a) **Agricultural Accessory Structures.** In the AC and RR districts, agricultural accessory uses and structures are allowed subject to the provisions of this section. Agricultural accessory uses and structures include any uses that are customarily related to an agricultural use including stables, barns, pens and sheds or other structures for the housing of such animals, feed, equipment, and tools.
 - (1) **Size.** The maximum lot coverage allowed by the development standards shall not be exceeded.

- (2) **Height.** The agricultural accessory structure shall not exceed thirty-five (35) feet in height unless approved by the Zoning Administrator.
 - (3) **Building Separation.** Agricultural accessory structures shall be separated from any main building by a minimum of six (6) feet.
 - (4) **Setbacks.** Agricultural accessory structures shall meet all setback requirements of the main building.
- (b) **Residential Accessory Structures.** Residential accessory structures include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, workshops, detached covered decks (i.e. a patio structure), detached uncovered decks and patios two and one-half (2.5) feet in height or greater, and similar structures. Uncovered decks under two and one-half (2.5) feet in height, and fences are not subject to the regulations in this section. Additional regulations for residential second units are located in Section 301.16, Second Dwelling Units.
- (1) **Attached Structures.** An attached structure is not, by definition, an accessory structure. A structure shall be considered attached to a main structure if it is architecturally compatible with and made structurally a part of the main structure, including sharing a common wall or roof-line with the main structure. A structure attached with a breezeway connecting a door of the residence to a door of the detached structure, with a roof that is a minimum of eight (8) feet in width and fifteen (15) feet in length, will be considered a part of the main structure for purposes of this Ordinance. An attached structure shall comply with all requirements of this Ordinance applicable to the main structure, including, but not limited to setback requirements and height limits.
 - (2) **Number of Structures.** The number of detached accessory structures shall be limited to two (2) unless approved by the Zoning Administrator.
 - (3) **Size.** The floor area of detached accessory structures shall not exceed a cumulative floor area of one thousand two-hundred (1,200) square feet unless approved by the Zoning Administrator. In reviewing a request for additional size, the Zoning Administrator may consider neighborhood compatibility, overall lot coverage, relationship of the accessory structure to the main structure and use, and any circumstances unique to the neighborhood. In no case shall the accessory building exceed the ground floor area of the main building and in no case shall the maximum lot coverage allowed by the development standards be exceeded.
 - (4) **Height.** The maximum height shall not exceed eighteen (18) feet. The Zoning Administrator may consider buildings exceeding eighteen (18) feet in height that are stepped back one (1) foot from the required side and rear setback lines for every foot of height above eighteen (18) feet up to twenty-four (24) feet.
 - (5) **Building Separation.** Detached accessory structures requiring a building permit, with the exception of shade structures, shall be separated from any main building by a minimum of six (6) feet.
 - (6) **Setbacks.** When located in the rear one-third of a lot, detached accessory buildings shall not be located closer than four (4) feet to any rear property line. In instances where the rear property line is coterminous with an alley

right-of-way, the accessory building shall not be closer than one (1) foot to such rear property line. Detached accessory buildings shall meet all other setback requirements of the main building.

301.02 Alcoholic Beverage Sales

Conditional Use Permit approval is required for any use involving the sale of alcoholic beverages under an on-sale or off-sale license.

- (a) **Liquor Stores.** Liquor Stores and other off-sale establishments that dedicate more than twenty-five (25) percent of the sale floor to sales of alcoholic beverages for off-premises consumption, but excluding full-service grocery stores, shall be located, developed, and operated in compliance with the following standards:
 - (1) **Location.** In all areas outside the Downtown Districts, such establishment shall be located a minimum of five hundred (500) feet from any other such establishment or any educational, religious, or cultural institution or public parks. The five hundred (500) foot separation requirement does not apply in the Downtown Districts.
 - (2) **Litter.** Trash receptacles shall be provided by entrances and exits from the building.
 - (3) **Pay Telephones and Vending Machines.** External pay telephones and vending machines are prohibited.

301.03 Reserved

301.04 Automobile/Vehicle Service and Repair, Major and Minor

Major and Minor Automobile/Vehicle Service and Repair uses shall be located, developed, and operated in compliance with the following standards:

- (a) **Noise.** All body and fender work, stereo installation and testing, or similar noise-generating activity shall be conducted within an enclosed masonry or similar building with sound-attenuating construction to absorb noise. Air compressors and similar equipment shall be located inside a building.
- (b) **Litter.** The premises shall be kept in an orderly condition at all times. No used or discarded automotive parts or equipment or permanently disabled, junked, or wrecked vehicles may be stored outside a building.
- (c) **Work Areas.** All work shall be conducted within an enclosed building.
- (d) **Bay Doors.** Bay doors shall not face a public right of way. On corner lots fronting two (2) or more streets with different classifications in the General Plan, bay doors shall face the street with the lower classification.

301.05 Auto Service Stations and Car Washing

Service stations, automobile/vehicle washing facilities, and any other commercial use that includes fuel pumps for retail sales of gasoline shall be located, developed, and operated in compliance with the following standards:

- (a) **Bay Doors.** Bay doors shall not face a public right of way. On corner lots fronting two (2) or more streets with different classifications in the General Plan, bay doors shall face the street with the lower classification.
- (b) **Pump Islands.** Pump islands shall be located a minimum of fifteen (15) feet from any property line to the nearest edge of the pump island. A canopy or roof structure over a pump island may encroach up to ten (10) feet within this distance.
- (c) **Canopies and Roof Structures.** Canopies and roof structures over a pump island, including associated signage, shall be designed as an integral design element of a building's architecture and architecturally compatible, including materials, color and design details, with surrounding structures.
- (d) **Washing Facilities.** No building or structure shall be located within ten (10) feet of the property line or within twenty (20) feet of any interior lot line of a residential use or an R district.
- (e) **Signage.** Where not otherwise accommodated in Section 305, Signs, service station signage needed to comply with the California Business and Professions Code §13532 can be approved by the Zoning Administrator.
- (f) **Hours of Operation.** Automobile/vehicle washing facilities are limited to 7:00 a.m. to 10:00 p.m., seven (7) days a week. When abutting an R district, the hours of operation shall be 8:00 a.m. to 8:00 p.m., seven (7) days a week unless modified otherwise by a Conditional Use Permit.
- (g) **Application Review and Findings for Approval.** In reviewing proposals, emphasis shall be placed on quality design of building materials and landscape features. The following standards shall be incorporated:
 - (1) The project shall be designed so that form and scale are harmonious and consistent with the character of the specific site, the adjacent uses and structures, and the surrounding neighborhood.
 - (2) The site design, including the location and number of driveways, shall promote safe and efficient on-site and off-site traffic circulation.
 - (3) Service bay openings shall be designed to minimize the visual intrusion on surrounding streets and properties.
 - (4) Lighting shall be designed to be low-profile, indirect or diffused, create a pleasing appearance, and avoid adverse impacts on surrounding uses.
- (h) **Conditions of Approval.** Conditions of approval of a Conditional Use Permit may address operational characteristics of the use; impose restrictions on outdoor storage and display, location of pump islands, canopies and service bay openings; and/or

require buffering, screening, lighting, planting areas, or other site elements, in order to avoid adverse impacts on properties in the surrounding area.

- (i) **Abandonment.** Any service station shall in the case of abandonment or non-operation of the primary use be dismantled and the site cleared within twelve (12) months subsequent to the close of the last business day.

301.06 Crop Cultivation

Commercial Crop Cultivation is allowed as an interim use in zones designated in Series 200 of this chapter. Land use regulations as identified in Series 200 and elsewhere in this Code apply.

(a) Purpose and Intent

- (1) It is the purpose and intent of this section to provide opportunity for interim use of land within city limits until such time as the development market supports the intended development of said lands.
- (2) Commercial crop cultivation can be allowed on an interim basis only where the impacts of an agricultural operation will not be detrimental to the health, safety, peace, or general welfare of persons residing or working in the surrounding area.
- (3) Crop cultivation allowed under the premises of this section is secondary to its availability for urban development and should be available for development as an urban use when market conditions improve for such a use.
- (4) Use of a subject site for crop cultivation for an interim period does not result in the land being construed as an agricultural resource requiring protection or preservation.
- (5) If residentially zoned, the land, regardless of the status of its agricultural use, will be considered in the City's Housing Element and the Regional Housing Needs Assessment (RHNA) as available for residential use.
- (6) The key intent of this section is to limit the use to a time period that is appropriate to the type of agricultural crop to be planted, to allow sufficient time for a reasonable profit to be realized while assuring that the use is interim in nature. At its discretion, the City Council may set time periods to limit the use to a specific amount of time.
- (7) This section shall not be construed to apply to animal confinement.

(b) Development Standards

Commercial crop cultivation allowed by this section shall comply with the following standards:

- (1) The aerial application of fertilizers, pesticides, or other agricultural treatments is not allowed.

- (2) Prior to the application of pesticides, fungicides, or insecticides, notice will be given to all property owners within 300 feet of the parcel(s), and notice shall be posted on site along every 100 feet of street frontage. Notice shall be no smaller than 10" x 12" and with the word "Notice" in 80 point font.
- (3) A minimum twenty (20) foot wide drive aisle clearance shall be maintained along all property boundaries.
- (4) The applicant/property owner *shall not* enter into a Williamson Act contract or other agricultural preservation measure, whether for tax reduction or other purposes.
- (5) A vector/rodent control plan shall be submitted and approved with the conditional use permit and implemented for the term of the agricultural use.
- (6) The applicant shall indemnify the City of Porterville to the satisfaction of the City Attorney from and against any and all claims or legal recourse resulting from the agricultural operation.

(c) **Considerations**

The following factors will be considered on a project-by-project basis to determine if commercial crop cultivation is an appropriate use for a particular site. The Council may consider the following factors or others as may be appropriate, based on the location of the proposed use and its proximity to urban uses and may consider limiting some crop types due to impacts of excessive noise, dust, vibration, odors or other effects on surrounding uses.

- (1) No "Right to Farm" is conveyed or otherwise implied with the use.
- (2) The area to be farmed is of adequate size, dimension and topography to accommodate the proposed use.
- (3) The burning of agricultural waste/trimmings/etc. on the property will not create a public nuisance or a danger due to the close proximity of urban uses.
- (4) On-site sale of crops is allowed in accordance with Subsection D, "Sale of Agricultural Crops", of this section.
- (5) The use does not involve the installation of underground storage tanks.
- (6) Best Management Practices to reduce spray drift will be implemented.
- (7) Wells, as needed to serve the subject site, are subject to California Department of Public Health Services approval and review of the City Engineer.
- (8) Irrigation water run-off, if any, can be contained on site.
- (9) Use of municipal water for irrigation is prohibited.
- (10) The area shall be groomed of weeds and agricultural waste regularly to reduce potential fire hazard, proliferation of pests, and unsightly conditions.

- (11) Equipment and vehicles related to the active farming operation of the site shall not be parked in the public right of way and vehicular circulation related to the use shall occur on-site.
- (12) The applicant shall remove all abandoned crops upon discontinuation of the use.

(d) Sale of Agricultural Crops

The on-site sale of agricultural crops may be considered by the City Council subject to the following criteria:

- (1) Sales from the site are seasonal in nature.
- (2) Sales are limited to those crops grown on site.
- (3) Sales booths have adequate parking and there is appropriate surfacing for the parking area and drive aisle.
- (4) There is safe access to and from the site from the right of way.
- (5) The sales booth conforms to all requirements of the California Building Code and the size of the booth is commensurate with the crop to be sold, the size of the cultivation area and the length of the season, but shall not exceed 500 square feet.
- (6) One 40 square foot sign is allowed as a wall sign or freestanding sign not greater than twelve (12) feet in height.

301.07 Family Day Care Home, Large

Large Family Day Care Homes shall be located, developed, and operated in compliance with the following standards:

- (a) **Location.** Large Family Day Care Homes shall be located at least three hundred (300) feet apart in all directions from any other Large Family Day Care Home.
- (b) **Hours of Operation.** Large Family Day Care Homes shall operate only between the hours of 6:00 a.m. and 7:00 p.m., Monday through Friday. No outdoor play is allowed before 9:00 a.m.
- (c) **Residency.** The operator of a Large Family Day Care Home shall be a full-time resident of the dwelling unit in which the facility is located.
- (d) **Screening.** A periphery wall, constructed of wood or masonry, shall be provided for purposes of securing outdoor play areas and screening the site and shall achieve seventy-five (75) percent opacity. Chain metal fencing or barbed wire is prohibited.
- (e) **Signs.** No sign shall be publicly displayed on the premises relating to the Large Family Day Care Home.
- (f) **Play Area.** A minimum of seven hundred (700) square feet of play area is required. An additional seventy-five (75) square feet is required for each child in excess of ten (10), as shown by the maximum number of children which may be cared for at any

time, pursuant to the license for such a facility. The play area shall not be located in any required front or side yard.

- (g) **Parking and Loading.** An operator of a Large Family Day Care Home shall satisfy the following conditions:

- (1) **Passenger Loading and Drop-off.** A minimum of one (1) additional improved off-street drop-off and pick-up parking space shall be provided.
- (2) **Traffic.** Increased traffic due to the operation of any Large Family Day Care Home shall not cause traffic levels to exceed those levels customary in residential neighborhoods. However, somewhat higher traffic levels during the morning and evening commute time is acceptable.

301.08 Hazardous Waste Management Facilities

All hazardous waste management facilities, except household hazardous waste collection centers authorized by the City and the Tulare County Health Department, shall be located, developed, and operated in compliance with the following:

- (a) **Application Content.** Applications for hazardous waste management facilities shall include the following:

- (1) **Site Plan.** A detailed site plan depicting all buildings, land uses, storage areas, parking areas, and driveways internal and surrounding traffic circulation. Occupancy type and rating for each building or structure shall be identified.
- (2) **Best Management Practices.** Demonstrate and certify that they are minimizing the generation of hazardous waste through the use of the best available technology within their manufacturing, and/or product development processes. Applicants shall also demonstrate and certify that facilities will be using the best available control technology in minimizing air emissions and processing hazardous waste. Such demonstration and certification shall be provided prior to the issuance of any building permit or other land use entitlement.
- (3) **Waste Characteristics and Capacity.** Identify the amounts (in tons) and types of hazardous waste to be treated and stored; the duration of stored waste on the facility site and the ultimate destination of the waste. The owner-operator shall make this information available on a quarterly basis to the City of Porterville on an on-going basis. If the application is for a transfer station the applicant shall identify the capacity of the facility to store each type of waste stream, service area(s) of the facility and ultimate disposition of the waste.
- (4) **Air Quality Analysis.** An analysis of all anticipated air quality impacts and proposed mitigation measures. The hazardous waste facility shall comply with the rules and regulations of the San Joaquin Valley Air Pollution Control District.
- (5) **Risk Assessment.** A risk assessment which analyzes, in detail, all probabilities of accidents or spills at the site, (including transportation related) or accidents from the point of origin to the facility, and any other risk assessment requested

by either the City Manager, Zoning Administrator, or the City Council. Such analyses shall identify mitigation measures to reduce the identified risks. The risk assessment shall identify the most probable routes for transporting hazardous wastes to and from the facility.

- (6) **Alternatives Analysis.** All applications shall contain an analysis of alternative regional sites which shall be reviewed pursuant to the California Environmental Quality Act.
 - (7) **Emergency Response Plan.** An Emergency Response Plan that indicates at a minimum:
 - a. That the proposed plan is consistent with any and all applicable County and Regional Emergency Response Plans and all City, County, State and Federal Regulatory requirements regarding Emergency Response Procedure.
 - b. Detailed procedures to be employed at the time of emergency for each type of chemical substances utilized including contingency procedures.
 - c. Anticipated impacts on local fire, police, and medical services.
 - d. Names, home and business addresses, and home and business telephone numbers of all management personnel at the facility, if known, and a detailed description of uncontrolled release and emergency situation reporting procedures.
 - (8) **Geotechnical Report.** A geotechnical report providing complete analysis of on-site soil conditions, fault hazards, underground water supplies, and recommendations.
 - (9) **Flooding Information.** An analysis of the potential of flooding on the site. Note residual repositories are prohibited in areas of special flood hazards as depicted by FEMA Flood Hazard Maps.
 - (10) **Traffic Analysis.** Applicants shall submit a traffic analysis which addresses, at a minimum, vehicle-truck trips, effects on nearby intersections, and any special characteristics of the project site. Applicants shall also identify the most likely transportation routes within the City and the County.
 - (11) **Closure Plan.** The Owner/Operator of a hazardous waste facility shall, prior to any local land use decision, submit to the Fire Department a written Closure Plan approved by the California Department of Health Services. All revisions to such Closure Plans shall also be submitted to the Fire Department.
 - (12) **Safety.** The Owner/Operator shall demonstrate that the separation between the hazardous waste facility and residential areas is adequate to protect the health, safety, welfare, and property values of residents.
- (b) **Monitoring.** At minimum, hazardous waste facilities are subject to the following monitoring requirements:
- (1) Upon reasonable notice, and for the purpose of ensuring compliance with all standards, conditions, and other requirements which the City is authorized to

- enforce under its police power, City Officials or their designated representatives may enter the premises on which a hazardous waste facility permit has been granted.
- (2) The Owner/Operator of a facility shall report quarterly to the Fire Chief the amount, type, and disposition of all wastes processed by the facility. Included in the report shall be copies of all manifests showing the delivery and types of hazardous wastes and include a map showing the exact location (coordinates and elevation) of quantities and types of materials placed in repositories or otherwise stored or disposed of on-site.
 - (3) The Owner/Operator of a hazardous waste facility shall immediately send copies of all complaints as to facility operations and copies of all inspection reports made by other local, state or federal agencies to the Fire Chief and City Engineer.
 - (4) The Owner/Operator of all facilities shall prepare and submit an Annual Emergency Response Preparedness Report to the Fire Department and all other local emergency response agencies. Such report shall be signed by all management personnel at the facility and each person at the facility who has emergency response responsibilities.
 - (5) The Owner/Operator of all facilities shall submit an annual Air, Soil, and Groundwater Monitoring Report to the City Engineer.
- (c) **Modifications.** Any modifications of the types and quantities of hazardous waste to be managed at the facility which were not included in the approved application for a Conditional Use Permit shall be approved by the Fire Chief and City Engineer before such modifications occur at the facility.
- (d) **Contingency Plan.** Every hazardous waste facility shall have a contingency operation plan approved by the California Department of Health Services. A copy of the contingency plan shall be maintained at the facility and sent to the Police Department, Fire Department, Engineering Division, and the County Department of Environmental Health.
- (e) **Financial Assurance.** Prior to issuance of an "Occupancy Permit" to begin the use of a hazardous waste facility, the applicant shall show proof that it has met all of the financial responsibility requirements imposed by the California Department of Health Services and any other federal or state agency.
- (f) **Indemnification.** The applicant agrees to indemnify, defend, and render harmless the City, and its City Council and all officers, employees and agents of the City against and from all claims, actions and liabilities relating to the land use decision or arising out of the operation of the facility.
- (g) **Enforcement.** All costs of compliance with this Ordinance shall be borne by the Owner/Operator. The City may employ any and all methods permitted by law to enforce this Ordinance.
- (h) **Maintenance.** The Owner/Operator shall keep all equipment and buildings in good repair and shall employ technological advances as may be required by the California

Department of Health Services, San Joaquin Valley Air Pollution Control District, or U.S. Environmental Protection Agency.

- (i) **Findings.** The following findings shall be made in writing prior to making a land use decision which will allow the siting of a hazardous waste facility project:
 - (1) The project is consistent with the General Plan.
 - (2) The project will not be detrimental to the health, safety, or general welfare of the community.
 - (3) The project will not significantly reduce incentives for waste minimization by hazardous waste generators.
 - (4) There are adequate City services available to service the project.
 - (5) The project has met or exceeded each requirement of this Ordinance.
 - (6) All environmental impacts identified in an Environmental Impact Report or Negative Declaration as part of the permit process in compliance with the California Environmental Quality Act have been adequately mitigated.

301.09 Home Occupations

Home occupations that are carried on by an occupant of a dwelling unit for gainful employment, are clearly incidental and subordinate to the use of the structure for dwelling purposes and that do not change the residential character of the primary use, are allowed and shall be operated in compliance with the following standards. Home occupations are subject to zoning conformance approval pursuant to Chapter 602, "Zoning Conformance Review".

- (a) **Permitted Uses.** Home occupations generally include, but are not limited to, the following uses:
 - (1) Professional Offices.
 - (2) Offices for personal services such as janitorial service, gardening service, office services, etc.
 - (3) Dressmaking, millinery, and other home sewing work.
 - (4) Handicrafts such as weaving, leatherwork, and other arts and crafts.
 - (5) Instructional classes, not exceeding two (2) students at one time.
 - (6) Internet sales, mail order or direct sales provided no merchandise is sold on the premises.
 - (7) Cottage food operations.
- (b) **Mobile Businesses.** Service-oriented mobile businesses that provide services at the location of a client may function as a home based business, where compliant with all other provisions of this section and subject to the following standards:
 - (1) No business activities other than office activities occur on the premises. A client may not come to the home of the business to use the mobile unit.

- (2) The primary business activity involves provision of services that by their nature are intermittent and convenient to be provided at the home or business of the client. Examples include: mobile notary, personal services, home repair, minor vehicle repair not involving engines as prohibited below (windshield repair or battery replacement), and computer maintenance and repair.
 - (3) Sale of goods is permitted only as an accessory to the service-oriented use, such as sale of windshield when it is replaced, or a new hard-drive when it is required and installed as part of a computer repair.
- (c) **Prohibited Uses.** The following uses are not permitted as a home occupation.
- (1) The repair, reconditioning, servicing or manufacture of any internal combustion or diesel engine or of any motor vehicle, including automobiles, trucks, motorcycles, or boats.
 - (2) Repair, fix-it or plumbing, welding or fabrication shops where the trade-work is done at the site of the home occupation.
 - (3) Uses that entail the harboring, training, raising, or grooming of dogs, cats or other animals on the premises.
 - (4) Uses that entail food handling, processing or packing, other than those permitted by cottage food operation.
 - (5) Healing arts.
 - (6) Spiritual advisory service (fortune-telling).
- (d) **General Standards.** The following restrictions apply to all home occupations.
- (1) The residential use remains the primary activity on the property.
 - (2) No sign shall be publicly displayed on the premises relating to the home occupation or product thereof.
 - (3) No person not residing on the premises may be employed at the site of the home occupation.
 - (4) Sale of goods on the premises shall be limited to the products of the home occupations, and no other merchandise or goods shall be sold, kept or displayed for the purposes of sale on the premises.
 - (5) The home occupation shall not attract or generate excessive auto or foot traffic, require additional off-street parking spaces, involve the use of commercial vehicles for delivery of materials or supplies to or from the premises, or exceed six (6) patrons or customers for any calendar day.
 - (6) No use of materials, mechanical equipment, utilities, or community facilities beyond that normal to the use of the property for residential purposes shall be permitted.
 - (7) Storage related to the home occupation shall be confined to the dwelling or accessory building.
 - (8) No dwelling or accessory buildings shall be built, altered, finished, or decorated externally for the purposes of conducting the home occupation in

such a manner as to change the residential character and appearance of the dwelling, or in such a manner as to cause the structure to be reasonably recognized as a place where a home occupation is conducted.

- (9) No garage or accessory building shall be altered or used in such a manner that would reduce the number of covered parking spaces required in the district in which it is located.
 - (10) Not more than one (1) vehicle of not more than one ton capacity used in connection with the home occupation shall be kept on the site. Any trailer, wheeled equipment, or any vehicle displaying or advertising the home occupation shall not be visible from off the premises.
 - (11) The home occupation shall not involve the use of power equipment on the premises using motors exceeding one (1) horsepower combined capacity.
 - (12) No equipment or process shall be used which creates noise, vibration, glare, fumes, odor, or electrical interference detectable to the normal senses off the lot if the occupation is conducted in a single-family detached residence, or outside the dwelling unit if conducted in other than a single-family detached residence. No equipment or process shall be used which creates visual or audible electrical interference in any radio or television receiver off the premises, or causes fluctuations in line voltage off the premises.
- (e) **Yard Sales.** More than two yard sales per year, but not more than four yard sales per year, may be permitted subject to issuance of a business license and a home occupation permit subject to the following standards:
- (1) A Seller's Permit must be obtained through the State Board of Equalization prior to the date of the third yard sale.
 - (2) The sales events must be compliant with the provisions of Section 301.21 of this Chapter.

301.10 Manufactured Homes

Manufactured homes shall be designed and operated in compliance with the following standards:

- (a) **General Requirements.** Manufactured homes may be used for residential purposes subject to the provisions of this section. Manufactured homes may also be used for temporary uses subject to the approval of a temporary Use Permit (See Chapter 605, Temporary Use Permits).
- (b) **Design Criteria.** A manufactured home shall be compatible in design and appearance with residential structures in the vicinity and shall meet the following standards:
 - (1) **Foundation.** A manufactured home shall be built on a permanent foundation system approved by the Building Official.
 - (2) **Date of Construction.** Each manufactured home shall have been manufactured within ten (10) years of the date of issuance of a permit to install the

manufactured home and shall be certified under the National Manufactured Home Construction and Safety Act of 1974.

- (3) **Skirting.** The unit's skirting shall extend to the finished grade.

301.11 Mobile Home Parks

Mobile home parks shall be located, developed, and operated in compliance with the following standards:

- (a) **Maximum Density.** The maximum density is as allowed by the base zoning district in which the mobile home park is located.
- (b) **Access.** Access to internal private streets is required for all mobile home lots or spaces within the mobile home park. Direct access from a mobile home lot or spaces to a public street or alley is not permitted. All points of vehicular access to and from public streets shall be approved by the City Engineer.
- (c) **Internal Streets.** All private internal streets within the mobile home park shall not be less than thirty (30) feet in width and shall be surfaced and maintained with an all-weather surface.
- (d) **Parking.** Each unit shall provide for at least two vehicle parking spaces, one of which shall be covered.
- (e) **Walls and Screening.** Exterior boundaries of a mobile home park adjacent to a public street frontage shall be screened with a six (6) foot high solid wall setback twenty (20) feet from the property line. Such walls shall be composed of decorative block, concrete panels or similar materials and include architectural relief through variations in height, the use of architectural "caps," columns, or similar measures. Block walls shall match the standard colors allowed in the City's graffiti abatement program.
- (f) **Common Open Space.** Recreation, or common open spaces, shall be provided for each mobile home park, or subdivision, in accordance with Section 201.04(b)(4) and (5). An area of at least three hundred (300) square feet for each mobile home space shall be provided. This open space may be used in more than one (1) location, but no location shall contain less than one thousand (1,000) square feet in the aggregate. Each recreational space shall be accessible to all of the mobile home spaces in the park, and shall not be used for any other purpose.
- (g) **Landscaping.** Landscaping, as prescribed in Chapter 303: Landscaping, is required for all common open space areas, exterior front and street side yards, and common parking areas. A fifteen (15) foot landscaped buffer shall be provided along streets adjoining the park.
- (h) **Certification.** All mobile homes shall be certified under the National Manufactured Home Construction and Safety Act of 1974.

301.12 Outdoor Retail Sales/Display

Outdoor Retail Sales/Display. Outdoor display of merchandise is allowed in association with an approved permanent use on the site, subject to Zoning Administrator approval. Outdoor retail sales and display shall be located and operated in compliance with the following standards:

- (1) Displayed merchandise shall occupy a specifically approved and defined location that does not disrupt the normal function of the site or its circulation. Displayed merchandise shall be located outside of any fire lane or fire access way and shall not obstruct sight distances or otherwise create hazards for vehicle or pedestrian traffic. Displayed merchandise shall not encroach upon driveways, landscaped areas, private walkways or required parking spaces.
- (2) Merchandise shall be located entirely on private property outside of required setbacks except in Downtown Districts, where outdoor display is allowed on the sidewalk directly adjacent to property if a pedestrian walkway of at least six (6) feet is constantly maintained.
- (3) Display of merchandise shall not obstruct sight distances or otherwise create hazards for vehicle or pedestrian traffic.
- (4) The Zoning Administrator may require landscaping, screening, paving or other site improvements including the removal of obsolete or abandoned facilities on nonconforming sites.

301.13 Personal Storage Facilities

Personal Storage Facilities shall be located, developed, and operated in compliance with the following standards:

- (a) **Business Activity.** All Personal Storage Facilities shall be limited to the storage of inactive items such as furniture and files. No retail, repair, or other commercial use shall be conducted out of the individual rental storage units. No activities other than rental of storage units and pick-up and deposit of storage shall be allowed on the premises. Examples of activities prohibited in said facilities include, but are not limited to the following:
 - (1) Auctions, commercial wholesale or retail sales, or miscellaneous garage sales. Excepting auctions required by law to comply with lien sale requirements. During the course of said lien sales, customer vehicles shall not be allowed to obstruct travelways within the self-service storage facility.
 - (2) The servicing, repair, or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances, or other similar equipment.
 - (3) The operation of power tools, spray-painting equipment, table saws, lathes, compressors, welding equipment, kilns, or other similar equipment.
 - (4) Any use that is noxious or offensive because of odors, dust, noise, fumes, or vibrations.

- (b) **Notice to Tenants.** As part of the rental process, the facility manager shall inform all tenants of conditions restricting storage of hazardous materials and limitation on the use of the storage units. These restrictions shall be included in rental contracts and posted at a conspicuous location within the front of each rental unit.
- (c) **Size Limitations.** Total lot coverage by any and all structures shall be limited to fifty (50) percent of the total lot area.
- (d) **Circulation.** Driveway aisles shall be a minimum of twenty (20) feet wide.
- (e) **Landscaping.** A landscaped buffer with a minimum inside dimension of six (6) feet shall be provided along the front and street property lines, except for vehicular circulation openings. Additional landscaping may be required where necessary to prevent visual impacts on adjacent properties. All landscaped areas shall be bound by a concrete curb at least six (6) inches wide and six (6) inches high and shall be permanently maintained in compliance with Chapter 303, Landscaping.
- (f) **Fencing.** A six (6) foot high solid wall shall be provided around the perimeter of the development at locations where the solid facades of the storage structures do not provide a perimeter barrier. Such walls shall be composed of decorative block, concrete panels or similar materials and include architectural relief through variations in height, the use of architectural “caps”, columns, or similar measures. Block walls shall match the standard colors allowed in the City’s graffiti abatement program.
- (g) **Open Storage.** Open storage, outside an enclosed building, shall be limited to vehicles and trailers and screened from public view by building facades or solid fences.
- (h) **Outdoor Lighting.** All outdoor lights shall be shielded to direct light and glare only onto the personal storage premises and may be of sufficient intensity to discourage vandalism and theft. Said lighting and glare shall be deflected, shaded, and focused away from all adjoining property.
- (i) **Portable Storage Buildings.** Movable storage buildings shall be allowed if they are constructed to appear as conventional storage buildings or are located in an area completely screened from public view and adhere to all applicable building and fire codes.

301.14 Recycling Facilities

Recycling facilities shall be located and operated in compliance with the following standards:

- (a) **Reverse Vending Machines**
 - (1) **Accessory Use.** Reverse vending machines shall be installed as an accessory use to a permitted or conditionally permitted primary use on the same site.
 - (2) **Location.** Machines shall be located adjacent to the entrance of the commercial host use and shall not obstruct pedestrian or vehicular circulation.
 - (3) **Identification.** Machines shall be clearly marked to identify the type of material to be deposited, operating instructions, and the identity and phone

number of the operator or responsible person to call if the machine is inoperative.

- (4) **Signs.** Machines shall have a maximum sign area of four (4) square feet exclusive of operating instructions.
- (5) **Lighting.** Machines shall be illuminated to ensure comfortable and safe operation between dawn and dusk.
- (6) **Trash Receptacle.** Machines shall provide a forty (40) gallon garbage can for nonrecyclable materials located adjacent to the reverse vending machine.

(b) **Recycling Collection Facilities**

- (1) **Size.** Recycling collection facilities shall not exceed a footprint of three hundred fifty (350) square feet or include more than three (3) parking spaces (not including space periodically needed for the removal or exchange of materials or containers).
- (2) **Equipment.** No power-driven processing equipment, except for reverse vending machines, may be used.
- (3) **Location.** Facilities shall not abut a residential district.
- (4) **Setback.** Facilities shall be set back at least ten (10) feet from any street line and not obstruct pedestrian or vehicular circulation.
- (5) **Containers.** Containers shall be constructed of durable waterproof and rustproof material(s) and secured from unauthorized removal of material and have capacity sufficient to accommodate materials collected in the collection schedule.
- (6) **Identification.** Containers shall be clearly marked to identify the type of accepted material, the name and telephone number of the facility operator and the hours of operation.
- (7) **Signs.** Signs shall be a maximum of twenty (20) percent per side of facility or container or sixteen (16) square feet, whichever is larger. In the case of a wheeled facility, the side is measured from the pavement to the top of the container. The Zoning Administrator may authorize increases in the number, size and nature of additional signs.
- (8) **Parking.** Patrons and the attendant shall not reduce available parking spaces below the minimum number required for the main use unless a parking study shows available capacity during recycling facility operation.
- (9) **Site Maintenance.** Sites shall be maintained clean, sanitary, and free of litter and any other undesirable materials.

(c) **Recycling Processing Facility**

- (1) **Location.** Facilities shall not abut a residential district or use.
- (2) **Screening.** The facility shall be screened from public rights-of-way, by solid masonry walls or located within an enclosed structure.

- (3) **Outdoor Storage.** Exterior storage of material shall be in sturdy containers or enclosures that are secured and maintained in good condition. Storage shall not be visible above the height of the required solid masonry walls.
- (4) **Identification.** Facilities shall be clearly marked with the name and phone number of the facility operator and hours of operation.

301.15 **Reserved**

301.16 **Second Dwelling Units**

A second dwelling unit, in addition to the first single-family dwelling unit on a single-family residential lot, shall be located, developed, and operated in compliance with Section 301.01(b) Residential Accessory Structures and the following standards:

- (a) **Location.** Second units may be established on any lot in any R district where a primary single-family dwelling has been previously established or is proposed to be established in conjunction with construction of a second unit. Only one (1) second unit is permitted per primary single-family dwelling on the same lot. The primary unit shall meet all City codes except density, including the height, setback, lot coverage, and other zoning requirements. Any nonconforming structures shall be brought into conformance prior to construction of second unit.
- (b) **Development Standards.** Second units shall conform to the height, setbacks, lot coverage and other zoning requirements of the zoning district in which the site is located, the following development standards, other requirements of the Development Ordinance, and other applicable City codes. Applications for a second dwelling shall include: (1) location map and site plan drawn to scale showing existing and proposed structures and additions, orientation and dimension of lot and structure(s) on the lot, and adjacent streets, access and parking and (2) a floor plan of existing and proposed structures.
 - (1) **Type of Unit.** The second unit shall provide separate, independent living quarters for one (1) family. The second unit may be attached, detached, or located within the living areas of the primary dwelling unit on the lot, subject to the standards of this section. An existing single-family dwelling may be converted into two (2) dwelling units.
 - (2) **Maximum Floor Area.** The total area of floor space of a detached second unit shall not exceed twelve hundred (1,200) square feet. The floor area of an attached second unit shall not exceed thirty (30) percent of the living area or the minimum area of an efficiency unit as described in Section 17958.1 of the California Health and Safety Code, whichever is greater.
 - (3) **Architectural Compatibility.** The entrance to an attached second unit shall be separate from the entrance to the first unit and shall be installed in a manner as to negate an obvious indication of two (2) units in the same structure. A second unit shall be designed and constructed so as to blend with and

complement the existing single-family unit in terms of height, roofing, siding materials and color.

- (4) **Parking.** In accordance with State law, no additional parking is required for Accessory Dwelling Units. Any parking that the owner chooses to include must be developed to City standards, including a paved driveway in compliance with City codes.
- (c) **Use Limitation.** Either the primary or secondary unit may be for rental purposes and neither unit may be sold separately.
- (d) **Deed Restrictions.** Before obtaining a building permit, the property owner shall file with the County Recorder a declaration or agreement of restrictions which has been approved by the City Attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner stating that:
 - (1) The second dwelling unit shall be considered legal only so long as either the primary residence or the second dwelling is occupied by the owner of the property.
 - (2) The second dwelling cannot be sold separately.
 - (3) The restrictions shall be binding upon any successor in ownership of the property, the City may enforce these provisions at the cost of the owner, and enforcement may include legal action against the property owner.
- (e) **Conversion of an Existing House to a Second Unit.** In cases where an existing single-family residence is twelve hundred (1,200) square feet or less, the Zoning Administrator may approve the construction of one (1) additional residence which is intended to be the primary residence on the property. The existing residence, which is intended to become the lawful second unit, shall comply with all the requirements of this Ordinance, including the second-dwelling size limitations. The primary residence shall be constructed in accordance with the provisions of the applicable zoning district and other requirements of this Ordinance.

301.17 Sexually Oriented Businesses

(a) Purpose and Intent

- (1) It is the purpose and intent of this section to regulate sexually oriented businesses to promote the health, safety, morals, and general welfare of the citizens of the city and to establish reasonable and uniform regulations to prevent any deleterious location and concentration of sexually oriented businesses within the city, thereby reducing or eliminating the adverse secondary effects from such sexually oriented businesses. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this section to restrict or deny access by adults to sexually oriented materials protected by

the first amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this section to condone or legitimize the distribution of obscene material.

(2) One of the important purposes of the regulations set forth in this section is to discourage and to minimize the opportunity for criminal conduct. As such, nothing in this section shall permit or be interpreted to permit any use, conduct, and/or activity which is specifically prohibited under the following California Penal Code sections:

- a. Receipt of money for placement of person for purposes of cohabitation (Penal Code section 266d);
- b. Purchase of person for purposes of prostitution or placement of person for immoral purposes (Penal Code section 266e);
- c. Sale of person for immoral purposes (Penal Code section 266f);
- d. Pimping (Penal Code section 266h);
- e. Pandering (Penal Code section 266i);
- f. Lewd or obscene conduct (Penal Code section 314);
- g. Houses of ill fame (Penal Code section 315);
- h. Disorderly houses which disturb the immediate neighborhood (Penal Code section 316);
- i. Places of prostitution (Penal Code section 317); and
- j. Place of prostitution; place of lewdness; place used as bathhouse permitting conduct capable of transmitting AIDS (Penal Code section 11225).

(3) Nothing in this section shall permit, or be interpreted to permit any use, conduct, and/or activity which violates any federal, state or local law of regulation.

(b) **Definitions.** For the purposes of this section, certain terms and words are defined as follows:

(1) **Employee.** A person who works or performs in and/or for a sexually oriented business, regardless of whether or not said person is paid a salary, wage or other compensation by the operation of said business.

(2) **Establishment.** Means and includes any of the following:

- a. The opening or commencement of any such business as a new business;
- b. The conversion of an existing business, whether or not a sexually oriented business, to any of the "sexually oriented businesses" defined in this section;
- c. The addition of any of the "sexually oriented businesses" defined in this section to any other existing sexually oriented business;

- d. The relocation of any such sexually oriented business; or
 - e. The substantial enlargement of any such sexually oriented business.
- (3) ***Nudity or State of Nudity***
- a. The appearance or display of human bare buttock, anus, male genitals, female genitals, or the areola or nipple of the female breast; or
 - b. A state of dress which fails to opaquely and fully cover a human buttock, anus, male or female genitals, pubic region or areola or nipple of the female breast.
- (4) ***Operator.*** Means and includes the owner, permit holder, custodian, manager, operator or person in charge of any permitted or licensed premises.
- (5) ***Permitted or Unlicensed Premises.*** Any premises that requires a license and/or permit that is classified as a sexually oriented business.
- (6) ***Permittee and/or Licensee.*** A person in whose name a permit and/or license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit and/or license.
- (7) ***Person.*** An individual, proprietorship, partnership, corporation, association or other legal entity.
- (8) ***Public Building Regularly Frequented by Children.*** Any building owned, leased or held by the United States, the state, the county, the city, any special district, school district, or any other agency or political subdivision of the state or the United States, which building is used as a library, community center, children's center, or any other use having special attraction to children, or which building is often visited by children for social activities unaccompanied by their parents or other adult custodian.
- (9) ***Public Park or Recreation Area.*** Public land which has been designated for park or recreational activities including, but not limited to, a park, playground, nature trails, swimming pool, reservoir, athletic field, basketball or tennis courts, open space wilderness areas, or similar public land within the city which is under the control, operation, or management of the city park and recreation authorities.
- (10) ***Religious Institution.*** Any church, synagogue, mosque, temple or building which is primarily used for religious worship and related religious activities, as identified on the latest equalized tax roll.
- (11) ***School.*** Any public or private educational facility including, but not limited to, nursery schools, preschools, kindergartens, elementary schools, primary schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, and universities. School includes the school grounds, but does not include the facilities used primarily for another purpose and only incidentally as a school.
- (12) ***Seminude.*** A state of dress in which clothing covers no more than the genitals, pubic region and areolae of the female breasts, as well as portions of the body covered by supporting straps or devices.

- (13) ***Sensitive Use.*** Any cemetery; religious institution; school; public building regularly frequented by children; public park; or boys' club, girls' club, or similar youth organization.
- (14) ***Sexually Oriented Businesses (Adult Oriented Businesses).*** Those businesses defined as follows:
- a. ***Adult Arcade:*** An establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines, for viewing by five or fewer persons each, are regularly available or used to show films, motion pictures, videocassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.
 - b. ***Adult Bookstore, Adult Novelty Store Or Adult Video Store:*** A commercial establishment which: 1) has as a significant or substantial portion of its stock in trade; or 2) derives a significant or substantial portion of its revenues; or 3) devotes a significant or substantial portion of its interior floor or display space; or 4) devotes a significant or substantial portion of its business activities or employees' time, or advertising, to the sale, rental or viewing for any form of consideration, of any one or more of the following:
 - 1. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, slides, or other visual representations which are characterized by the depiction or description of specified sexual activities or specified anatomical areas;
 - 2. Instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities;
 - 3. An establishment may have other significant or substantial business purposes that do not involve the offering for sale, rental or viewing of materials, depicting or describing specified sexual activities or specified anatomical areas, and still be categorized as adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store or adult video store so long as one of its significant or substantial business purposes is offering for sale or rental, for some form of consideration, the specified materials which depict or describe specified anatomical areas or specified sexual activities.
 - c. ***Adult Cabaret:*** A nightclub, bar, restaurant, "bottle club", or similar commercial establishment, which regularly features: 1) live performances which are characterized by the exposure of specified anatomical areas, or by specified sexual activities; or 2) films, motion pictures, videocassettes, slides, or other photographic reproductions

which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

- d. *Adult Model Studio*: Any place where a person who displays specified anatomical areas or who engages in specified sexual activities is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons. This term does not include a modeling class operated by a proprietary school, licensed by the state of California; a college, junior college, or university supported entirely or partly by taxation; by a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or in a structure which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing, where in order to participate in a class a student must enroll at least three (3) days in advance of the class, and where no more than one nude model is on the premises at any one time.
- e. *Adult Motel*: A motel, hotel or similar commercial establishment which: 1) offers public accommodations, for any form of consideration, and which regularly provides or makes available to patrons with closed circuit television transmissions, films, motion pictures, videocassettes, slides or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas and which advertises the availability of this sexually oriented type of material by means of a sign visible from the public right of way, or by means of any off premises advertising including, but not limited to, newspapers, magazines, pamphlets or leaflets, radio or television; or 2) offers a sleeping room for rent for a period of time less than ten (10) hours; or 3) allows a tenant or occupant to rent or subrent the sleeping room for a time period of less than ten (10) hours.
- f. *Adult Motion Picture Theater*: A commercial establishment where films, motion pictures, videocassettes, slides or similar photographic reproductions depicting or describing specified sexual activities or specified anatomical areas are regularly shown for any form of consideration.
- g. *Adult Theater*: A theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly features live performances which are characterized by exposure of specified anatomical areas or by specified sexual activities.
- h. *Regularly Features Or Regularly Shown*: With respect to an adult cabaret, adult theater, or adult motion picture theater means a regular and substantial course of conduct. The fact that a live performance or film which is distinguished or characterized by an emphasis upon the display of specified anatomical areas or specified sexual activities is

exhibited on two (2) or more occasions within a thirty (30) day period; three (3) or more occasions within a sixty (60) day period; or four (4) or more occasions within a one hundred eighty (180) day period, shall to the extent permitted by law be deemed to be a regular and substantial course of conduct.

- i. **Significant Or Substantial Portion:** Such a percentage of its activities, space allocation, revenues, advertising targeting, stock in trade, floor or display space, business receipts, revenues, or other business undertakings as to indicate to a reasonable person that a sexually oriented portion of the business is one of its important activities, though not necessarily its only or even primary activity; for this purpose, evidence that twenty five percent (25%) or more of its revenue is derived from such sexually oriented activities or materials, or that twenty five percent (25%) or more of its interior floor space or display space is devoted to such sexually oriented activities or materials, or that twenty five percent (25%) or more of its actual stock in trade regularly displayed and immediately available for use, rental, purchase, viewing or perusal is comprised of such sexually oriented materials, all as defined in this subsection, shall be evidence that a "significant or substantial portion" of the business is devoted to such uses.

(15) **Specified Anatomical Areas.** As used in this section, means and includes any of the following:

- a. Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of the areolae; or
- b. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

(16) **Specified Sexual Activities.** As used in this section, means and includes any of the following:

- a. The fondling or other intentional touching of buttocks for purpose of sexual arousal, or fondling or other intentional touching of human genitals, pubic region, anus, or female breasts;
- b. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;
- c. Masturbation, actual or simulated;
- d. Human genitals in a state of sexual stimulation, arousal or tumescence;
- e. Excretory functions as part of or in connection with any of the activities set forth in subparagraphs a through d of this definition.

(17) **Substantial Enlargement of a Sexually Oriented Business.** An increase in the floor areas occupied by the business as the floor areas existed on the effective date hereof.

- (18) ***Transfer of Ownership or Control of a Sexually Oriented Business.*** Means and includes any of the following:
- a. The sale, lease or sublease of the business;
 - b. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means.
- (c) **Establishment And Classification Of Businesses Regulated:** The establishment of any sexually oriented business shall be permitted only in those particular specified districts where such uses are permitted, and shall be subject to the following restrictions: No person shall cause or permit the establishment of any "sexually oriented businesses", as defined in subsection (b) of this section, within six hundred (600) feet of another such business or within one thousand (1,000) feet of any sensitive use. These limitations apply to sexually oriented businesses classified as follows:
- (1) Adult arcade.
 - (2) Adult bookstore, adult novelty store, or adult video store.
 - (3) Adult cabaret.
 - (4) Adult model studio.
 - (5) Adult motel.
 - (6) Adult motion picture theater.
 - (7) Adult theater.
- (d) **Measurement Of Distance:** Distance between any two (2) sexually oriented businesses or between a sexually oriented business and a sensitive use shall be measured in a straight line, without regard to intervening structures, from property line to property line.
- (e) **Location of Sexually Oriented Business:** Sexually oriented businesses shall be allowed only in districts in which such uses are specifically permitted. Permits for sexually oriented businesses shall be required and governed by the procedures and policies specified in the city of Porterville municipal code. In addition, any sexually oriented business shall be subject to the following restrictions:
- (1) The person commits a misdemeanor, if he operates or causes to be operated, a sexually oriented business outside of the permitted districts.
 - (2) The person commits a misdemeanor if he operates or causes to be operated a sexually oriented business within one thousand (1,000) feet of any sensitive use.
 - (3) A person commits a misdemeanor if he operates or causes to be operated a sexually oriented business within six hundred (600) feet of another such business, which will include, any adult arcade, adult book store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, or adult modeling studio.
- (f) **Nonconforming Uses:**

- (1) **Permitted To Continue:** Any sexually oriented business operating on the effective date hereof that is in violation of subsections (c) through (e) of this section shall be deemed a nonconforming use. Such nonconforming uses shall be governed by the provisions of this code. If two (2) or more sexually oriented businesses are within six hundred (600) feet of one another and otherwise in a permissible location, the sexually oriented business which was first established and continually operating at a particular location is the conforming use and the later established business(es) is nonconforming.
- (g) **Injunction:** A person who operates or causes to be operated a sexually oriented business without having a valid permit due to location restrictions is subject to a suit for injunction as well as prosecution for the misdemeanor punishable by a fine of one thousand dollars (\$1,000.00) and/or one hundred eighty (180) days' imprisonment, or by both such fine and imprisonment. If an injunction is sought and granted, the sexually oriented business shall be obligated to pay the city attorney fees and costs of the city, at the discretion of the court.
- (h) **Exception For Certain Nude Modeling:** It is a defense to prosecution under this section if a person appearing in a state of nudity did so in a modeling class operated:
 - (1) By a proprietary school, licensed by the state of California; a college, junior college, or university supported entirely or partly by taxation; or
 - (2) By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
 - (3) In a structure:
 - a. Which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and
 - b. Where, in order to participate in a class, a student must enroll at least three (3) days in advance of the class; and
 - c. Where no more than one (1) nude model is on the premises at any one (1) time.

301.18 Single Room Occupancy Hotels

Single Room Occupancy (SRO) Hotels shall be located, developed, and operated in compliance with the following standards:

- (a) **Maximum Occupancy.** Each SRO living unit shall be designed to accommodate a maximum of two (2) persons.
- (b) **Minimum Size.** An SRO living unit shall have at least one hundred fifty (150) square feet of floor area, excluding closet and bathroom. No individual unit may exceed four hundred (400) square feet.
- (c) **Minimum Width.** An SRO of one (1) room shall not be less than twelve (12) feet in width.

- (d) **Entrances.** All SRO units shall be independently accessible from a single main entry, excluding emergency and other service support exits.
- (e) **Cooking Facilities.** Cooking facilities shall be provided either in individual units or in a community kitchen. Where cooking is in individual SRO units, SRO units shall have a sink with hot and cold water; a counter with dedicated electrical outlets and a microwave oven or properly engineered cook top unit pursuant to Building Code requirements; a refrigerator; and cabinets for storage. Where cooking facilities are in a community kitchen, the community kitchen shall be a minimum of one hundred fifty (150) square feet and designed to provide a minimum of two (2) linear feet of counter space for fifty (50) percent of the maximum number of tenants.
- (f) **Bathrooms.** SRO units shall have individual bathrooms containing a sink, a toilet, and a shower or bath per Housing and Building Code requirements. Units may have only one (1) sink by the cooking area and may omit the bathroom sink.
- (g) **Lobby/Meeting Area.** Each SRO building shall provide ample ground floor entry area that provides a central focus for tenant social interaction and meetings. The lobby/meeting area shall be designed to accommodate at least twenty-five (25) percent of the tenants at one (1) time using an average of fifteen (15) square feet per person and a minimum four hundred (400) square feet for up to fifty (50) SRO units, excluding janitorial storage, laundry facilities, and hallways.
- (h) **Ground Floor Use.** Ground floor area next to public right-of-ways shall be dedicated for public use such as lobby/meeting areas or resident-serving commercial uses. No SRO units shall be on the street level adjacent to the public right-of-ways. If any SRO units are at ground level, they shall face into a private open area such as an interior courtyard.
- (i) **Management Plan.** A management plan shall be submitted with the permit application for all SRO projects. At minimum, the management plan shall include the following:
 - (1) **Security/Safety.** Proposed security and safety features such as lighting, security cameras, defensible space, central access, and user surveillance;
 - (2) **Management Policies.** Management policies including desk service, visitation rights, occupancy restrictions, and use of cooking appliance;
 - (3) **Rental Procedures.** All rental procedures, including weekly and monthly tenancy requirements;
 - (4) **Staffing and Services.** Information regarding all support services, such as job referral and social programs; and
 - (5) **Maintenance.** Maintenance provisions, including sidewalk cleaning and litter control, recycling programs, general upkeep, and the use of durable materials.

301.19 Social Service Facilities

Social Service Facilities shall be located, developed, and operated in compliance with the following standards:

- (a) **Location.** Social Service Facilities are not allowed on Main Street.
- (b) **Minimum Standards.** All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation. Evidence of compliance with all Building and Fire Safety regulations and any other measures determined by the City Council to be necessary and appropriate to ensure compatibility of the proposed use or uses with the surrounding area shall be provided with permit applications.

301.20 Telecommunication Facilities

- (a) **Purpose.** The specific purposes of this chapter are to:
 - (1) To permit the siting, construction, operation and maintenance of wireless telecommunications towers and antennas within the City's boundaries;
 - (2) To protect and promote the public health, safety, general welfare and quality of life within the City by regulating the siting of wireless telecommunications towers and antennas, while preserving the rights of wireless telecommunications providers;
 - (3) To establish guidelines for the governance of wireless telecommunications facilities which recognize the unique land use distribution, topography, and aesthetics of the community;
 - (4) Protect residential areas and land uses from visual blight, safety impacts associated with attractive nuisance, and degradation of residential character;
 - (5) Promote the location of towers in non-residential areas;
 - (6) Minimize the total number of towers throughout the community;
 - (7) Establish the joint use of new and existing tower sites as a primary option rather than construction of single-use towers;
 - (8) Locate towers and antennas in areas where the overall impact on the community is minimal, now and in the future; to configure them in a way that minimizes the adverse visual impact of the towers and antennas through careful design, siting, landscape screening, and innovative camouflaging techniques;
 - (9) Enhance the ability of providers of wireless telecommunications services to provide such services to the community quickly, effectively and efficiently;
 - (10) Avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures;
 - (11) Create and preserve telecommunication facilities that will serve as an important and effective part of the City's emergency response network; and

- (12) Promote fair and effective wireless telecommunication services and ensure that a broad range of competitive telecommunications services with high quality telecommunications infrastructure are available to serve the community.
- (b) **Applicability.** Towers and antennas shall be regulated and permitted pursuant to this chapter and shall not be regulated or permitted as essential services, public utilities, or private utilities. This chapter shall apply, to the fullest extent allowed by and consistent with applicable Federal, State, and California Public Utility laws and regulations, to all new wireless towers and facilities, including towers and antennas proposed to be located on private or public property, except for the following:
 - (1) **Amateur Radio Station Operators.** Any tower, or the installation of any antenna, that is under the height limitation of the relevant district and is owned and operated by a federally-licensed amateur radio station operator.
 - (2) **Receive Only Antennas.** A single ground or building-mounted receive-only radio or television antenna not exceeding the maximum height permitted by this Ordinance, including any mast, or a receive-only radio or television satellite dish antenna, subject to the following restrictions:
 - (3) **Residential Districts**
 - a. *Satellite Dish One (1) Meter or Less.* A satellite dish that does not exceed one (1) meter in diameter or the height of the ridgeline of the primary structure on the same parcel, and is for the sole use of a resident occupying the parcel.
 - b. *Satellite Dish Greater than One (1) Meter.* A satellite dish that is greater than one (1) meter in diameter, is not located within a required front or street side yard, and is screened from view from any public right-of-way and adjoining property.
 - c. *Antennas.* An antenna that is mounted on any existing building or other structure that does not exceed twenty-five (25) feet in height, and is for the sole use of a resident occupying the parcel.
 - (4) **Commercial and Employment Districts**
 - a. *Satellite Dish Two (2) Meters or Less.* A satellite dish that does not exceed two (2) meters in diameter so long as the location does not reduce required parking, diminish pedestrian or vehicular access, or require removal of landscaping maintained as a condition of project approval.
 - b. *Satellite Dish Greater than Two (2) Meters.* A satellite dish that is greater than two (2) meters in diameter that is not located within a required front yard or street side yard and is screened from view from any public right-of-way and adjoining property.
 - c. *Mounted Antennas.* An antenna that is mounted on any existing building or other structure when the overall height of the antenna and its supporting tower, pole or mast does not exceed a height of thirty

(30) feet or twenty-five (25) feet if located within twenty (20) feet of a Residential district.

- d. *Free-Standing Antennas.* A free standing antenna and its supporting tower, pole, or mast that complies with all applicable setbacks when the overall height of the antenna and its supporting structure does not exceed a height of thirty (30) feet or twenty-five (25) feet if located within twenty (20) feet of a Residential district.
 - e. *Undergrounding Required.* All wires and/or cables necessary for operation of an antenna shall be placed underground or attached flush with the surface of the building or the structure of the antenna.
- (5) **Pre-existing Towers or Antennas.** Pre-existing towers and pre-existing antennas in full compliance with applicable regulations in effect at the time of construction shall not be required to meet the requirements of this chapter.
 - (6) **Public Safety Broadcasting.** Any non-commercial satellite dish antenna utilized for public safety broadcasting.

(c) **General Requirements**

(1) **Permit Requirements**

- a. *Camouflage Facilities:* Permitted by right in all allowed districts.
 - b. *Co-located Facilities:* Permitted by right in allowed districts when proposed to be co-located on a facility that was subject to a discretionary permit issued on or after January 1, 2007 and that contemplated co-location.
 - c. *Non-Camouflage Facilities:* Allowed in certain districts subject to Conditional Use Permit approval when located at least three hundred (300) feet from any R District.
- (2) **State or Federal Requirements.** All towers and antennas shall meet or exceed current standards and regulations of the FCC, the FAA, and any other agency of the State or Federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling State or Federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.
 - (3) **Building Codes and Safety Standards.** To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable State or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the City concludes that a tower fails to comply with such codes and standards and constitute a danger to persons or property, then upon notice being provided to

the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

- (4) **Multiple Antenna/Tower Plan.** The City encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for multiple sites shall be given priority in the review process, in compliance with the Permit Streamlining Act.

(d) **Minimum Application Requirements**

In addition to meeting the standard application submittal requirements for permits specified in Chapter 601, Common Procedures, applications for wireless telecommunications facilities pursuant to this chapter shall include the following:

- (1) **Inventory of Existing Sites.** Each applicant for an antenna and/or tower shall provide to the Zoning Administrator an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the City limits or urban area boundary (UAB), including specific information about the location, height, and design of each tower. The Zoning Administrator may share such information with other applicants applying for administrative approvals or Conditional Use Permits under this chapter or other organizations seeking to locate antennas within the jurisdiction of the City, provided, however, that the Zoning Administrator is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
- (2) Copies of all applicable licenses or other approvals required by the Federal Communications Commission (FCC), the California Public Utilities Commission (PUC), and any other Federal or State government with authority to regulate telecommunications facilities including documentation of compliance with all conditions imposed in conjunction with such licenses or approvals.
- (3) Written certification of compliance with all applicable FCC requirements and standards.
- (4) Site plan and elevations drawn to scale. Elevations shall include all structures on which facilities are proposed to be located.
- (5) Description of proposed approach for screening all facilities from public view including plans for installation and maintenance of landscaping and sample exterior materials and colors.
- (6) Written authorization from the landowner in the event the applicant does not own the subject property
- (7) Any other information the Zoning Administrator deems necessary in order to process the application in compliance with the requirements of this chapter.

This may include, but is not limited to, a visual analysis of the proposed project.

(e) **Location and Siting**

- (1) Wireless telecommunication facilities shall be located in the following order of preference:
 - a. Integrated into building/structure design (camouflage sites).
 - b. Co-located with other major wireless telecommunication facilities.
 - c. On existing structures such as buildings, communication towers, or utility facilities not subject to the City's franchise agreements.
 - d. On existing signal, power, light or similar kinds of permanent poles.
 - e. In Employment Districts.
 - f. In Commercial Districts.
- (2) Wireless telecommunication facilities shall be located where the existing topography, vegetation, building or other structures provide the greatest amount of screening. Where insufficient screening exists, applicants shall provide screening satisfactory to the Zoning Administrator, or as otherwise required through the approval of a Conditional Use Permit.
- (3) Ground-mounted wireless telecommunication facilities shall be located only in close proximity to existing above-ground utilities, such as permanent electrical towers, light poles, trees of comparable heights, and in areas where they will not detract from the appearance of the City. If located within a public right of way, ground-mounted equipment shall be installed underground unless deemed infeasible by the Building Official. In such case, ground-mounted equipment shall be screened to the satisfaction of the Zoning Administrator.
- (4) **Required Separation.** For the purposes of this section, all distances shall be measured in a straight line without regard to intervening structures, from the nearest point of the proposed major wireless telecommunication facility to the nearest point of another major wireless telecommunication facility. For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the City irrespective of municipal and County jurisdictional boundaries.
 - a. **Residential Districts.** A facility shall not be located within a three hundred (300) foot radius of any R District.
 - b. **Other Telecommunications Facilities.** A facility shall not be located within a one thousand (1,000) foot radius of another facility, unless appropriate camouflage techniques have been used to minimize the visual impact of the facility to the extent feasible and mounting on a building or co-location on an existing facility is not feasible.
 - c. **Reduction in Required Separation.** A reduction in the required separation between telecommunications facilities may be granted as a

part of the Conditional Use Permit approval where technical evidence has been provided to substantiate the following findings:

1. The granting of the reduction will not substantially impair the intent and purpose of this title or the goals, policies, and objectives of the adopted General Plan;
2. The reduction is not requested exclusively on the basis of economic hardship to the applicant;
3. The reduction is necessary and essential to providing the applicant's wireless service based on the technical constraints and the lack of other available appropriately zoned land outside the radius; and
4. Evidence has been submitted to the satisfaction of the City demonstrating that co-location on existing tower structures is not available or is not technically feasible. Evidence may include a written statement from the service provider with the existing facility that collocation is not feasible.

(f) **General Development Requirements**

The following standards apply to all telecommunications facilities:

- (1) **Maximum Height.** No antenna shall exceed one hundred (100) feet in height except for camouflage facilities on or within a structure such as a steeple or flag pole, otherwise allowed to exceed one hundred (100) feet in height. Such antenna shall not exceed the height of the structure.
- (2) **Setbacks.** Telecommunications facilities and accessory structures shall comply with the required building setbacks for the zoning district in which the facility is located, however, in no instance shall the facility (including antennae and equipment) be located closer than five (5) feet of any property line.
- (3) **Design Standards.** All facilities shall be designed to minimize their visibility, prevent visual clutter, and reduce conflicts with surrounding land uses. A visual analysis may be required as part of the Conditional Use Permit review. All telecommunications facilities shall:
 - a. Utilize state of the art camouflage technology as appropriate to the site and type of facility. Where no camouflage technology is proposed for the site, a detailed analysis as to why camouflage technology is physically and technically infeasible for the project shall be submitted with the application.
 - b. Facilities that are not camouflage shall close mount all panel antennas.
 - c. Antennae and support structures, where utilized, shall be monopole type.
 - d. Monopole support structures shall not exceed four (4) feet in diameter unless technical evidence is provided showing that a larger diameter is

- necessary to attain the proposed tower height and that the proposed tower height is necessary.
- e. Wireless telecommunications facility support structures and antennae shall be painted a non-glossy color so as to minimize visual impacts from surrounding properties.
 - f. All facilities shall be designed and located to minimize their visibility to the greatest extent feasible. All wireless telecommunications facilities proposed for locations where they would be readily visible from the public right-of-way or from a residential district shall incorporate appropriate techniques to disguise the facility and/or blend into the surrounding environment, to the extent feasible. Facilities shall be compatible in scale and integrated architecturally with the design of surrounding buildings or the natural setting.
 - g. No telecommunications antenna or ancillary support equipment shall be located within the front setback except for facilities that are completely subterranean.
 - h. Support structures and site area for wireless telecommunications antennae shall be designed and of adequate size to allow at least one (1) additional wireless service provider to co-locate on the structure.
 - i. Towers shall not be artificially lighted unless required by the FAA or other applicable authority. All objects affecting navigable airspace shall comply with Federal Aviation Regulation Section 77 and shall be in conformance with the current land use designations for land within one (1) mile of the runway.
 - j. For the protection of emergency response personnel, each telecommunications facility shall have an on-site emergency "kill switch" to de-energize all RF-related circuitry/componentry at the site. For collocation facilities, a single "kill switch" shall be installed that will de-energize all carriers at the facility in the event of an emergency.
 - k. All proposed fencing shall be decorative and compatible with the adjacent buildings and properties within the surrounding area and shall be designed to limit graffiti.
- (4) **Signage.** A permanent, weather-proof identification sign, approximately sixteen (16) inches by thirty-two (32) inches in size, shall be placed on the gate of the fence surrounding the facility or, if there is no fence, on the facility itself. The sign shall identify the facility operator(s), provide the operator's address, and specify a twenty-four (24) hour telephone number at which the operator can be reached so as to facilitate emergency services.
- (5) **Landscaping.** Each applicant for an antenna and/or tower shall provide a landscaping plan that covers as much as the parcel and lease area as necessary to achieve the following:
- a. Landscaping shall be provided to screen the facility from surrounding properties or right-of-ways.

- b. All landscaping shall be installed with an irrigation system equipped with an automatic timer.
- c. Street trees and other landscaping may be required for telecommunications facilities proposed on parcels lacking street frontage landscaping.
- d. Landscaping shall include re-vegetation of any cut or fill slopes.
- e. Where possible, existing plants and trees shall be used to the full extent possible for screening of the facility.

(6) Noise and Traffic.

- a. Backup generators shall only be operated during power outages and for testing and maintenance purposes. Testing and maintenance shall only take place on weekdays between the hours of 8:00 a.m. and 7:00 p.m.
- b. Traffic shall be limited to no more than one (1) round-trip per day on an average annual basis once construction is complete, except for emergency maintenance

(g) Required Findings

The City Council may approve or approve with conditions any Conditional Use Permit required under this chapter only after making the following findings:

- (1) The proposed telecommunication facility will comply with all applicable state and Federal standards and requirements;
- (2) The proposed telecommunication facility will conform with the specific purposes of this chapter and any special standards applicable to the proposed facility;
- (3) The applicant has made good faith and reasonable efforts to locate a telecommunication facility on a support structure other than a new monopole or lattice tower or to accomplish co-location.
- (4) To locate a telecommunication facility where it is readily visible from the habitable area of a dwelling unit within three hundred (300) feet or at any location where it is visible from a public right-of-way, public park, or other public recreation or cultural facility, the decision-making authority shall find that:
 - a. It is not feasible to provide the service at another location or to incorporate additional measures such as a decrease in height, increase in setback, change in design, relocation relative to other structures or natural features, that would further reduce its visibility; and
 - b. The proposed telecommunication facility provides an important link in applicant's service area build-out and is necessary to provide personal wireless services to City residents.
 - c. It is not feasible to incorporate additional measures that would make the telecommunication facility not readily visible, meaning that a

person with normal vision can see the facility and distinguish it as an antenna or other component of a telecommunication facility;

- (5) The City Council may waive or modify requirements of this chapter upon finding that strict compliance would result in noncompliance with applicable federal or state law.

301.21 Temporary Uses

A Temporary Use is intended to operate only for a limited period of time. Unless otherwise specified, temporary uses shall require a permit in accordance with Chapter 605, Temporary Use Permits. Temporary uses shall be located, developed, and operated in compliance with the standards of this section, and the entire area used for the temporary event, including display, sales, circulation, parking, etc. shall be paved or improved per City standards.

- (a) **Carnivals, Fairs and Festival Events.** Carnivals, fairs, and festival events in connection with an existing commercial use or in conjunction with an activity of a civic organization, church, lodge, public or private school, or other such group or organization are permitted in accordance with the following standards:

- (1) **Location.** Carnivals, fairs, and festival events are limited to areas within commercial or employment districts, or on property owned by a civic organization, church, lodge or public or private school.
- (2) **Time Limit.** When located adjacent to or within an R district, the hours of operation shall be limited to 8:00 a.m. to 9:00 p.m.
- (3) **Duration.** Carnivals, fairs, and festival events are limited to no more than five (5) consecutive days four (4) times a year. A more limited duration may be established through the Temporary Use Permit process in order to prevent the use from becoming a nuisance with regard to the surrounding neighborhood or the city as a whole.
- (4) **Existing Parking.** Where such a use is proposed within a developed parking lot, the available parking shall not be reduced to less than seventy-five (75) percent of the minimum number of spaces required by Chapter 304, On-Site Parking and Loading.
- (5) **Temporary onsite camping.** Use of recreational vehicles may be allowed for not longer than four days longer than the temporary use is scheduled, and only for employees and/or organizers of the event. Such approval shall be explicitly requested in the application for Temporary Use Permit, and is subject to conditions and approval of the Zoning Administrator.

- (b) **Garage Sales.** A garage or yard sale may be permitted on any developed lot in an R district, in accordance with Section 18-8.2 of the Municipal Code and the following standards.

- (1) Garage sales are limited to no more than three (3) consecutive days in any six (6) month period.
- (2) All merchandise to be sold shall be displayed on a private lot and not within the public right-of-way.

- (3) One sign not exceeding two feet by two feet in size may be posted on the property where the sale is being held during the duration of the sale only. No signs regarding such sale shall be posted on any property other than where the sale is held.
- (c) **Model Homes.** Model homes with sales offices and temporary information/sales trailers in new residential subdivisions are subject to the following requirements. No temporary use permit is necessary for a model home.
 - (1) **Time Limits.** A temporary information/sales trailer may be used during the construction of the model homes for a maximum period of six (6) months or completion of the first phase, whichever occurs first.
 - (2) **Location of Sales.** Real estate sales conducted from a temporary sales office are limited to sales of lots within the subdivision.
 - (3) **Return to Residential Use.** Prior to the sale of any of the model homes as a single-family residence, any portion used for commercial purposes will be converted to its intended residential purpose.
 - (4) **Term of Use.** The model home may be established and operated for a term period of five (5) years or until completion of the sale of the lots or residences, whichever comes first. One (1) year extensions may be approved by the Zoning Administrator until the sale of all lots/residences is completed.
- (d) **Temporary and Seasonal Outdoor Sales.** Temporary and Seasonal Outdoor Sales may be permitted in accordance with the following standards:
 - (1) **General Sales Events.** Temporary outdoor sales, including but not limited to grand opening events, temporary automobile sales, and other special sales events on private property in non-residential districts shall be subject to the following standards:
 - a. Temporary outdoor sales shall be part of an existing business on the same site.
 - b. Temporary automobile sales are limited to the CR district and need not be in connection with an existing commercial use.
 - c. Sales events shall be conducted solely on private property and not encroach within the public right-of-way.
 - d. Temporary outdoor sales are limited to four (4) consecutive days six (6) times a year. No site shall be used for such an activity for more than ten (10) days in any calendar month. A more limited duration may be established through the Temporary Use Permit process in order to prevent the use from becoming a nuisance with regard to the surrounding neighborhood or the city as a whole.
 - e. When located adjacent to an R district, the hours of operation shall be limited to 8:00 a.m. to 9:00 p.m.
 - f. The entire area used for temporary outdoor sales, including display, sales, circulation, parking, etc. shall be paved per City standards.

- g. Location of the displayed merchandise shall not disrupt the normal circulation of the site, nor encroach upon driveways, pedestrian walkways, or required landscaped areas, or obstruct sight distances or otherwise create hazards for vehicle or pedestrian traffic.
 - h. Where such a use is proposed within a developed parking lot, the available parking shall not be reduced to less than seventy-five (75) percent of the minimum number of spaces required by Chapter 304, On-Site Parking and Loading.
- (2) **Seasonal Sales.** The annual sale of holiday related items such as Christmas trees, pumpkins and similar items is permitted in accordance with the following standards:
 - a. **Time Period.** Seasonal sales associated with holidays are permitted up to a month preceding and one (1) week following the holiday. Christmas tree sales are permitted from Thanksgiving Day through December 31st.
 - b. **Goods, Signs and Temporary Structures.** All items for sale, as well as signs and temporary structures, shall be removed within ten (10) days after the end of sales, and the appearance of the site shall be returned to its original state.
- (3) **Non-Profit Fund Raising.** Fund raising sales by a non-profit organization are limited to seven (7) consecutive days twelve (12) times a year.
- (e) **Long Term Special Events and Sales.** Other special events, outdoor sales, and displays that exceed seven (7) consecutive days but not more than three (3) months, may be permitted with Zoning Administrator approval and in accordance with the following standards:
 - (1) **Location.** Events are limited to non-residential district.
 - (2) **Number of Events.** Long term special events and sales are limited to no more than two (2) per year.
 - (3) **Existing Business.** Temporary outdoor sales shall be part of an existing business on the same site.
 - (4) **Signs.** Outdoor uses may include the addition of one (1) nonpermanent sign up to a maximum size of four (4) square feet in area, subject to Chapter 305, Signs.

301.22 Transitional and Supportive Housing

Transitional and supportive housing, as defined in Section 50675.2 and 50675.14, respectively, of the Health and Safety Code constitute a residential use and are subject only to those restrictions that apply to other residential uses of the same type in the same district. For example, if transitional housing is a multi-family use proposed in the RM-1 district, it is subject only to the same restrictions as other multi-family uses in the RM-1 district.

301.23 Cannabis Cultivation, Use, and Commercial Activities

(a) **Purpose And Intent:**

- (1) The City Council, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of cannabis in the City has caused and is causing ongoing impacts to the community. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the Commercial Districts. These impacts have also created an increase in response costs, including Code enforcement, building, land use, fire, and police staff time and expenses.
- (2) The City Council finds that the restrictions and/or prohibitions on non-commercial cultivation, commercial marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the City Council in its Charter and State law.
- (3) The purpose of this section is to restrict non-commercial cultivation, and to restrict and/or prohibit the establishment of commercial cannabis uses in the City.

(b) **Interpretation And Applicability:**

- (1) Nothing in this section is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
- (2) Nothing in this section is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.
- (3) Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and State construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.
- (4) Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.
- (5) All cultivation activities within City limits shall be subject to the provisions of this section and other applicable provisions of this Code, regardless of whether the cultivation activities existed or occurred prior to adoption of this section.

(c) **Definitions:** For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Accessory Structure: A residential accessory structure shall include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, and workshops. Any accessory structure must be compliant with Section 301.01 of this article and any other applicable provisions of the Municipal Code.

Cannabis (and/or **Marijuana**): Means any or all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus of *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the California Health and Safety Code.

Cannabis Accessories: Is defined in Chapter 15, Article VII of the Municipal Code.

Cannabis Dispensary: Is defined in Chapter 15, Article VII of the Municipal Code.

Cannabis (or Marijuana) Collective or Cooperative or Collective: Includes any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the Office of the Attorney General for the State of California, or for the purposes set forth in California Health and Safety Code section 11362.5 (Compassionate Use Act) of California Health and Safety Code sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

Cannabis Product: Is defined in chapter 15, article VII of the Municipal Code.

Commercial Cannabis Activity: Is defined in chapter 15, article VII of the Municipal Code.

Concentrated Cannabis: Is defined in chapter 15, article VII of the Municipal Code.

Delivery: Is defined in chapter 15, article VII of the Municipal Code.

Distribution: Is defined in chapter 15, article VII of the Municipal Code.

MAUCRSA: Means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in division 10 of the California Business and Professions Code, as the same may be amended from time to time.

Manufacture: Is defined in chapter 15, article VII of the Municipal Code.

Medical Cannabis Dispensary: Is defined in chapter 15, article VII of the Municipal Code.

Personal (Non-Commercial) Cultivation: Means any activity involving the growing, planting, harvesting, drying, curing, grading, or trimming, and includes processing of cannabis when done for individual (noncommercial) purposes.

Processing: Is defined in chapter 15, article VII of the Municipal Code.

Sensitive Use: Means any cemetery, religious institution, school, public building regularly frequented by children, public park, or boys' club, girls' club or similar organization. D. Severability: If any part of this section is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.

- (d) **Personal (Non-Commercial) Cultivation And Other Activities:** Personal, non-commercial cultivation and other activities including drying, harvesting, processing, smoking, and use are restricted pursuant to this section and/or chapter 18, article XI of the Municipal Code. Nothing in this section shall prohibit a person twenty one (21) years of age or older from engaging in the cultivation of six (6) or fewer live cannabis plants within a single private residence, or inside an accessory structure located upon the grounds of a private residence. Alternatively, the six (6) or fewer plants may be grown outdoors within a locked space that is not visible by normal, unaided vision from a public place or from the surrounding properties. Additionally, the following requirements apply:

- (1) There shall be no exterior evidence of cannabis cultivation occurring at any property, from the public right-of-way.
- (2) Cannabis cultivation lighting shall not exceed 140,000 lumens (traditionally referenced as one thousand two hundred watts (1,200 W)).
- (3) If grown in an accessory structure, the structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes). All required electrical permits must be obtained pursuant to the California Codes and applicable regulations, and proper permits must be obtained from the Building Division prior to performing any work on electrical wiring or rewiring.
- (4) If required by the California Codes, the wall(s) adjacent to the cultivation area shall be constructed with five-eighths inch ($\frac{5}{8}$ ") type X moisture-resistant drywall.
- (5) Cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons.
- (6) The growing of cannabis outdoors shall comply with setback requirements for the primary residence on the property subject to the zoning classification of the property.
- (7) Cannabis plants grown outdoors shall be grown in an area enclosed with a solid view obscuring fence, secured with self-closing and locking gates.
- (8) Areas for cultivation of cannabis shall be secured, locked, and fully enclosed, and rendered inaccessible to minors.

- (9) All restrictions set forth in chapter 18, article XI of the Municipal Code, applicable to cultivation, shall be complied with.

(e) **Prohibited Uses And Activities:**

- (1) With the exception of cannabis dispensaries as set forth further in this section, and as regulated in chapter 15, article VII of the Municipal Code, commercial cannabis activity, whether or not for profit, is expressly prohibited in all zones, specific plans areas, and overlay zones of the City. No person shall establish, operate, maintain, conduct, allow or engage in commercial cannabis activity anywhere within the City, unless expressly permitted by this section or elsewhere in the Municipal Code.
- (2) A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the City, unless the commercial activity is expressly permitted by the Municipal Code, and the activity at that location has been expressly authorized by the City in accordance with applicable City regulations and State laws. A property owner shall not allow any person or business to establish, operate, maintain, conduct, or engage in unauthorized commercial cannabis activity on any real property owned or controlled by that property owner that is located in the City.
- (3) Unless expressly authorized by the Municipal Code, subsection F1 of this section shall prohibit all activities for which a State license is required pursuant to MAUCRSA, as the same may be amended from time to time. Accordingly, the City shall not issue any permit, license, or other entitlement for any activity for which a State license is required under the MAUCRSA, as the same may be amended from time to time, except for activities expressly authorized and permitted by the City. The City shall also not issue any local license to a nonprofit entity pursuant to California Business and Professions Code section 26070.5, except as expressly authorized and permitted by the City.

(f) **Permitted Use:**

- (1) Location: Commercial cannabis dispensary uses shall be allowed to be established and operated by business owners (as defined in section 15-85 of the Municipal Code), that meet all of the requirements specified in this section and chapter 15, article VII of the Municipal Code, in the DR-N, DR-S and Airport Industrial Zone Districts of the City, subject to having a valid State license for the operations, having a regulatory permit from the City, obtaining a City business license, and having entered into a Development Agreement between the business owners and the City. Any cannabis dispensary permitted to be established shall at all times be in compliance with this section and chapter 15, article VII of the Municipal Code, as it may be amended from time to time or repealed and replaced by another section governing cannabis dispensary operation, but subject to the terms and conditions within the applicable Development Agreement.
- (2) Number of Permits: The number of regulatory permits for cannabis dispensaries is limited to no more than one permit, plus an additional permit for every twenty five thousand (25,000) residents. The City Council may reserve one of the allowed

permits exclusively for a medical cannabis dispensary use, in conformity with the applicable regulations set forth in chapter 15, article VII of the Municipal Code.

- (3) **Distance Separation From Schools:** All cannabis dispensaries shall comply with the distance separation requirements from schools as required by State law. In addition, a cannabis dispensary shall not be located within six hundred feet (600') from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or private school providing instruction in kindergarten or grades 1 - 12, inclusive, but does not include any private school in which education is primarily conducted in private homes. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of section 11362.768 of the Health and Safety Code unless otherwise provided by law.
- (4) **Building Property Requirements:** All building property requirements set forth in chapter 15, article VII of the Municipal Code shall also apply and are hereby incorporated by reference as if set forth fully herein.
- (5) **Additional Requirements:** Cannabis dispensary uses are additionally subject to all setback, signage, and other requirements applicable to the zone classifications they are located in, in addition to any applicable requirements set forth in this chapter and the Municipal Code, as well as the Downtown Design Guidelines, in applicable zone districts.

(g) **Enforcement:**

Any violation of this section is subject to any and all penalties as prescribed in the Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This section is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this section, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Municipal Code, no provision of this section or the Municipal Code authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by Health and Safety Code section 11362.71 et seq., or section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under the Municipal Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern.

Chapter 302

Chapter 303 **Chapter 302 Affordable Housing Density Bonus and Other Incentives**

Sections:

302.01	Purpose
302.02	General Provisions
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304.01 Purpose

The specific purposes of the affordable housing density bonus and other incentives regulations are to:

- (a) Allow for density bonuses and additional incentives, consistent with Government Code Section 65915, for affordable housing lower and moderate income households, for seniors and disabled persons, and for development that includes a childcare facility;
- (b) Implement the policies of the General Plan Housing Element to expand the provision of housing for lower and moderate income households, elderly residents and others with special housing needs; and
- (c) Establish requirements for resale and rental controls to ensure that units remain affordable for at least thirty (30) years or such other term as required by the City, consistent with State law.

304.02 General Provisions

- (a) **State Law Governs.** The provisions of this chapter shall be governed by the requirements of Government Code Section 65915, as amended. Where conflict occurs between the provisions of this chapter and State law, the State law shall govern.
- (b) **Land Use Compatibility.** All affordable housing units shall be dispersed throughout the community. Affordable housing units within market-rate projects shall be comparable with the design of market-rate units in appearance, use of materials, and finished quality. Building forms, materials and proportions shall comply with the standards of Series 200.
- (c) **Availability.** Affordable housing units shall be constructed concurrently with, and made available for qualified occupants at the same time as the market-rate housing units within the same project unless both the City and the developer agree to an alternative schedule for development.

- (d) **Effect of Granting Density Bonus.** The granting of a density bonus shall not, in and of itself, require a General Plan amendment, zoning change, or other discretionary approval.
- (e) **Income Levels.** For purposes of determining income levels of households under this chapter, the City shall use the Tulare County income limits in Title 25, Section 6932 of the California Code of Regulations or other income limits adopted by the City Council if the State department of Housing and Community Development fails to provide timely updates of the income limits in the California Code of Regulations.

304.03 State Affordable Housing Density Bonus

- (a) **Minimum Density Bonus and Composition of Qualifying Projects.** Pursuant to Government Code Section 65915, the City shall grant a density bonus in the following amounts over the otherwise allowable maximum residential density permitted by this Ordinance and the General Plan, and one (1) or more additional concessions or incentives, consistent with Government Code Section 65915 and this section, if the applicant applies for and proposes to construct any one (1) of the following:
 - (1) **Lower Income Units.** A density bonus of twenty (20) percent if ten (10) percent of the total units of a housing development are affordable to lower income households, as defined in Section 50079.5 of the Health and Safety Code.
 - (2) **Very Low Income Units.** A density bonus of twenty (20) percent if five (5) percent of the total units of a housing development are affordable to very low income households, as defined in Section 50105 of the Health and Safety Code.
 - (3) **Senior Citizen Housing Development.** A density bonus of twenty (20) percent if a housing development qualifies as a Senior Citizen Housing Development, as defined in Section 51.3 of the Civil Code.
 - (4) **Moderate Income Units in Condominium and Planned Use Developments.** A density bonus of five (5) percent if ten (10) percent of the total dwelling units in a condominium project, as defined in Subdivision (f) of, or in a Planned Development, as defined in Subdivision (k) of Section 1351 of the Civil Code, are affordable to persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code.
- (b) **Additional Sliding Scale Density Bonus.** As provided for in Government Code Section 65915(g) the number of units to which the applicant is entitled may exceed the percentage specified in Subsection (a) under the following provisions:
 - (1) **Lower Income Dwellings.** For each additional one (1) percent increase above ten (10) percent units affordable to lower income households, the density bonus shall be increased by one and one-half (1.5) percent up to a maximum density bonus of thirty-five (35) percent of the maximum allowable residential density for the site.
 - (2) **Very Low Income Dwellings.** For each additional one (1) percent increase above five (5) percent in the proportion of units affordable to very low income

households, the density bonus shall be increased by two (2) and one-half (2.5) percent, up to a maximum of thirty-five (35) percent of the maximum allowable residential density for the site.

- (3) **Condominium and Planned Development Units.** For each additional one (1) percent increase above ten (10) percent units affordable to moderate income households, the density bonus shall be increased by one (1) percent, up to a maximum of thirty-five (35) percent of the maximum allowable residential density for the site.
- (c) **Qualifying Projects—Number of Units.** The bonuses under Subsections (a) and (b) are applicable to residential projects of five (5) or more units, and senior housing projects of more than thirty-five (35) units.
- (d) **Calculation of Density Bonus Units.** When calculating the number of permitted density bonus units, all fractional units shall be rounded to the next higher whole number. The applicant who requests a density bonus for a project that meets two (2) or more of the eligibility requirements shall specify whether the bonus shall be awarded on the basis of paragraphs (1), (2), (3), or (4) of Section 302.03.(a), Minimum Density Bonus and Composition of Qualifying Projects. The density bonus shall not be included when determining the number of target units to be provided in a development project.
- (e) **Optional Density Bonus.** The City may grant a proportionally lower density bonus and/or provide concessions and/or incentives set forth in Section 302.05, Affordable Housing Concessions and Incentives, if an applicant agrees to construct a development containing less than the percentage of housing for lower or very low income households than provided in Subsection (a) of this section.

304.04 State Childcare Facility Density Bonus

- (a) **Basic Requirements.** When an applicant proposes to construct a housing development that conforms to the requirements of the State Density Bonus law and includes a childcare facility other than a Family Day Care Home that will be located on the premises of, as part of, or adjacent to, the project, the City shall grant either of the following:
 - (1) **Additional Density Bonus.** A density bonus of additional residential units equal in square footage to the amount of square feet of the childcare facility.
 - (2) **Additional Concession or Incentive.** An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility.
- (b) **Conditions of Approval.** The City shall require, as a condition of approving the housing development, that the following occur:
 - (1) **Length of Operation.** The childcare facility remains in operation for a period of time that is as long as, or longer than the length of time during which the affordable housing units shall remain affordable.

- (2) **Attending Children.** The percentage of children of very low, low or moderate income households who attend the childcare facility shall be the same or greater than the percentage of dwelling units in the project that are required for households at each income level.
- (c) **Exceptions.** The City shall not be required to provide a density bonus or concession for a childcare facility if it finds that, based upon substantial evidence, the community has adequate childcare facilities.

304.05 Affordable Housing Concessions and Incentives

- (a) **Number of Incentives or Concessions.** Pursuant to Government Code Section 65915, an applicant is entitled to receive incentives and/or concessions as follows:
 - (1) One (1) incentive or concession for projects that include at least ten (10) percent of the total units for lower income households, at least five (5) percent for very low income households, or at least ten (10) percent for persons and families of moderate income in a condominium or planned development; or
 - (2) One (1) incentive or concession for senior citizen housing developments; or
 - (3) Two (2) incentives or concessions for projects that include at least twenty (20) percent of the total units for lower income households, at least ten (10) percent for very low income households, or at least twenty (20) percent for persons and families of moderate income in a condominium or planned development; or
 - (4) Three (3) incentives or concessions for projects that include at least thirty (30) percent of the total units for lower income households, at least fifteen (15) percent for very low income households, or at least thirty (30) percent for persons and families of moderate income in a condominium or planned development.
 - (5) The applicant who requests incentives or concessions for a mixed-income project shall specify whether the incentives or concessions shall be awarded on the basis of paragraph one (1), two (2), three (3), or four (4) of this section.
- (b) **Proposal of Incentives and Findings.** An applicant may propose specific incentives or concessions that would contribute significantly to the economic feasibility of providing affordable units pursuant to this chapter and State law. In addition to any increase in density to which an applicant is entitled, the City shall grant one (1) or more incentives and/or concessions that an applicant requests, up to the maximum number of incentives and concessions required pursuant to Subsection (a), unless the City makes a written finding that either:
 - (1) The concession or incentive is not necessary in order to provide the proposed targeted units, or
 - (2) The concession or incentive would have a specific adverse impact that cannot be feasibly mitigated on public health and safety or the physical environment or any property that is listed in the California Register of Historical Resources.

- (3) Notwithstanding the restriction in Subsection (a)(5) above, the applicant may propose and the City may approve additional incentives and concessions for an eligible project that provides targeted units that meet two (2) or more of the eligibility requirements based on a written finding that the additional incentives or concessions are necessary in order to make the project economically feasible.
- (c) **Types of Affordable Housing Incentives.** Affordable housing incentives may consist of any combination of the items listed below:
 - (1) **Modification of Development Standards.** Up to twenty (20) percent in modification of site development standards or zoning code requirements that exceed minimum building code standards and fire code standards, including, but not limited to:
 - a. Reduced minimum lot sizes and/or dimensions.
 - b. Reduced minimum building setbacks and building separation requirements.
 - c. Reduced minimum outdoor and/or private usable open space requirements.
 - d. Increased maximum lot coverage.
 - e. Increased maximum building height.
 - (2) **Parking.** Upon the applicant's request, the following maximum parking standards, inclusive of handicapped and guest parking, shall apply to the entire project. Further reductions in required parking may be requested as one (1) of the incentives allowed under Subsection (a).
 - a. One (1) on-site space for studios to one (1) bedroom units;
 - b. Two (2) on-site spaces for two (2) to three (3) bedroom units; and
 - c. Two and a half (2.5) on-site spaces for four (4) more bedroom units.
 - d. For purposes of this section, at the applicant's request, on-site parking may be provided through tandem parking or uncovered parking but not through on-street parking.
 - (3) **Mixed Use Zoning.** Approval of mixed use zoning in conjunction with the housing project if commercial, office, industrial or other land uses will reduce the cost of the housing development and such uses are compatible with the housing project and the surrounding area.
 - (4) **Other Incentives.** Other regulatory incentives or concessions proposed by the developer or the City that result in identifiable cost reductions or avoidance.

304.06 Application Requirements

An application for a density bonus, incentive, concession, waiver, modification, or revised parking standard pursuant to this chapter shall be submitted in conjunction with the project application and shall be processed concurrently with all other applications required for the

project. The application shall be submitted on a form provided by the City and shall include, at a minimum, the following information:

- (a) A site plan showing the total number of units, the number and location of the units dedicated pursuant to California Government Code Section 65915(b), and the number and location of the proposed density bonus units;
- (b) The level of affordability of the dedicated units;
- (c) A description of any requested incentives, concessions, waivers or modifications of development standards, or modified parking standards and evidence demonstrating that the application of the subject standard or requirement would preclude construction of the project at the densities provided for in California Government Code Section 65915 and that the waiver or modification is necessary to make development of the project financially feasible at the densities provided for in California Government Code Section 65915;
- (d) If a density bonus is requested for a land donation pursuant to California Government Code Section 65915(h), the application shall show the location of the land to be dedicated and provide evidence that the requirements of Section 65915(h) have been met, thus entitling the project to the requested density bonus; and
- (e) If a density bonus is requested for construction of a child care facility pursuant to California Government Code Section 65915(i), the application shall show the location and square footage of the proposed facility and provide evidence that the requirements of Section 65915(i) have been met, thus entitling the project to the requested density bonus.

304.07 Review

- (a) **Duration of Affordability.** All affordable housing units shall be kept affordable for a minimum period of thirty (30) years or such other term approved by the City, consistent with State law.
- (b) **Regulatory Agreement Required.** All affordable housing projects shall be subject to the approval of an agreement pursuant to conforming to the provisions of Sections 65864 to 65869 of the Government Code. The terms of the agreement shall be reviewed and revised as appropriate by the Zoning Administrator and/or City Attorney, who shall formulate a recommendation to the decision making body for final approval. This agreement shall include, but is not limited to, the following:
 - (1) **Number of Units.** The total number of units approved for the projects, including the number of affordable housing units.
 - (2) **Target Units.** The location, unit sizes (in square feet) and number of bedrooms of the affordable housing units.
 - (3) **Household Income Group.** A description of the household income groups to be accommodated by the project and a calculation of the Affordable Sales Price.

- (4) **Certification Procedures.** The party responsible for certifying sales prices or annual rental rates, and the process that will be used for certification.
- (5) **Schedule.** A schedule for the completion and occupancy of the affordable housing units.
- (6) **Required Term of Affordability.** Duration of affordability of the housing units. Provisions shall also cover resale control and deed restrictions on targeted housing units that are binding on property upon sale or transfer.
- (7) **Expiration of Agreement.** Provisions covering the expiration of the agreement, including notice prior to conversion to market rate units and right of first refusal option for the City and/or the distribution of accrued equity for for-sale units.
- (8) **Remedies for Breach.** A description of the remedies for breach of the Agreement by either party.
- (9) **Other Provisions.** Other provisions to ensure implementation and compliance with this chapter.
- (10) **Condominium and Planned Developments.** In the case of condominium and planned developments, the Regulatory Agreement shall provide for the following conditions governing the initial resale and use of affordable housing units:
 - a. Target units shall, upon initial sale, be sold to eligible Very Low, Lower, or Moderate Income Households at an Affordable Sales Price and Housing Cost, or to Qualified Residents as defined by this Ordinance.
 - b. Target units shall be initially owner-occupied by eligible Very Low or Lower Income Households.
 - c. Upon resale, the seller of a target unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The City shall recapture its proportionate share of appreciation, which shall be used to promote home ownership opportunities as provided for in Health and Safety Code Section 33334.2. The City's proportionate share shall be equal to the percentage by which the initial sale price to the targeted household was less than the fair market value of the dwelling unit at the time of initial sale.
- (11) **Rental Housing Developments.** In the case of rental housing developments, the Regulatory Agreement shall provide for the following conditions governing the use of Target Units during the use restriction period:
 - a. The rules and procedures for qualifying tenants, establishing affordable rent rates, filling vacancies, and maintaining Target Units for qualified tenants.
 - b. Provisions requiring owners to verify tenant incomes and maintain books and records to demonstrate compliance with this chapter.

- c. Provisions requiring owners to submit an annual report to the City, which includes the name, address, and income of each person occupying Target Units, and which identifies the bedroom size and monthly rent or cost of each Target Unit.

Chapter 303 Landscaping

Sections:

303.01	Purpose
303.02	Applicability
303.03	Landscape Design Principles
303.04	Landscape Plans
303.05	Areas to be Landscaped
303.06	General Landscaping Standards
303.07	Water Efficiency
303.08	Irrigation Specifications
303.09	Model Homes
303.10	Installation and Completion

303.01 Purpose

The specific purposes of the landscaping regulations are to:

- (a) Improve the appearance of the community by requiring aesthetically pleasing landscaping on public and private sites;
- (b) Aid in energy conservation by providing shade from the sun and shelter from the wind;
- (c) Soften the appearance of parking lots and other development through landscaping;
- (d) Promote conservation of water resources through the use of native and drought-tolerant plants, and water-conserving irrigation practices; and
- (e) Minimize or eliminate conflicts between potentially incompatible but otherwise permitted land uses on adjoining lots through visual screening.

303.02 Applicability

The standards of this chapter apply to all new development or improvements subject to project review and building permits.

303.03 Landscape Design Principles

The following design principles are general standards to be used by City staff in evaluating whether landscape plans conform to the requirements of this chapter:

- (a) **Natural Landscapes.** Landscape designs shall incorporate and enhance existing natural landscapes and existing specimen trees and native vegetation (including canopy, understory, and ground cover). Particular care shall be given to preserve intact natural landscapes. Where previous landscaping has dramatically altered natural landscapes, new designs shall seek to reestablish natural landscape patterns and plantings. Natural landscapes and native vegetation do not include weeds.

- (b) **Composition.** The quality of a landscape design is dependent not only on the quantity and selection of plant materials but also on how that material is arranged. Landscape materials shall include a combination of ground covers, shrubs, vines and trees with a variety of plant heights and colors.
- (c) **Buffering and Screening.** The placement of natural landscape materials (trees, shrubs, and hedges) is the preferred method for buffering differing land uses, for providing a transition between adjacent properties, and for screening the view of any parking or storage area, refuse collection, utility enclosures, or other service area visible from a public street, alley, or pedestrian area. Plants may be used with fences or berms to achieve the desired screening or buffering effect. When used to screen an activity area such as a parking lot, landscaping shall not interfere with public safety.
- (d) **Responsive to Local Context and Character.** Landscape designs shall build on the site's and area's unique physical characteristics, conserving and complementing existing natural features. Naturalistic design elements such as irregular plant spacing, undulating berm contours, and mixed proportions of plant species shall be used to ensure that new landscaping blends in and contributes to the quality of the surrounding area. Selection and spacing of plant material shall be reflective of the surrounding area's character.
- (e) **Use of Native and Drought Resistant Plants.** Landscape designs shall feature native and/or related plant species and avoid invasive species, especially in areas adjacent to existing native vegetation, to take advantage of the unique natural character and diversity of the region and the adaptability of native plants to local environmental conditions. Where feasible, the re-establishment of native habitats shall be incorporated into the landscape design. In the same manner, landscape designs shall utilize drought tolerant plant materials to the maximum extent feasible. The use of drought tolerant plants shall enrich the existing landscape character, conserve water and energy, and provide as pleasant and varied a visual appearance as plants that require more water.
- (f) **Continuity and Connection.** Landscaping shall be designed within the context of the surrounding area, provided that the landscaping is also consistent with these design principles. Where the design intent and the surrounding landscape is naturalistic, plant materials shall blend well with adjacent properties, particularly where property edges meet, to create a seamless and natural landscape. Where the design intent and the surrounding landscape is formal, consistent or similar plant material and spacing shall be utilized. Exceptions shall be made when seeking to create a transition between uses, districts, and tiers.
- (g) **Enhancing Architecture.** Landscape designs shall be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape. Major landscape elements shall be designed to complement architectural elevations and rooflines through color, texture, density, and form on both vertical and horizontal planes. Landscaping shall be in scale with on-site and adjacent buildings. Plant material shall be installed at an appropriate size and allowed to accomplish these intended goals. When foundation planting is

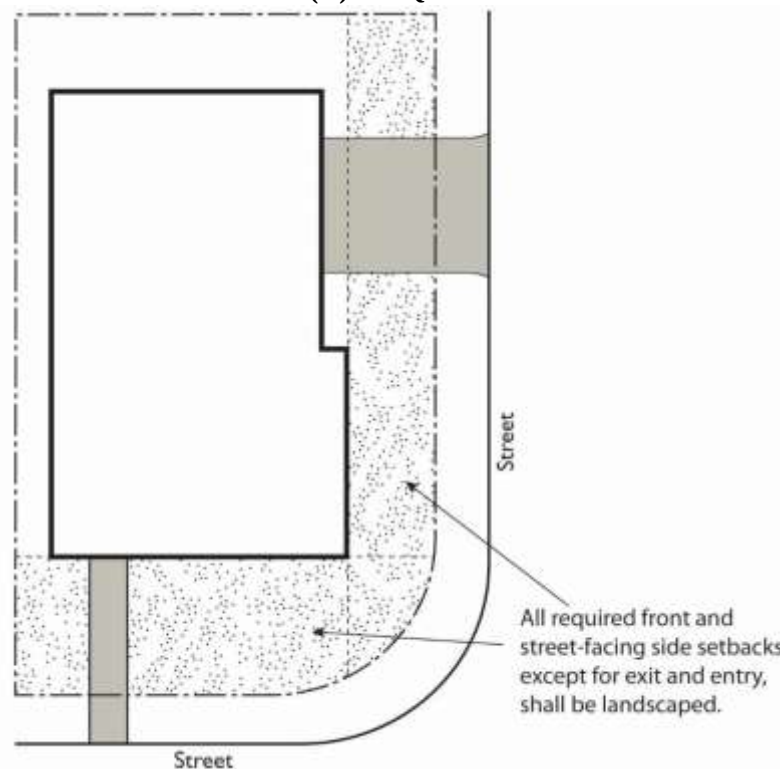
required, plantings and window boxes shall incorporate artistic elements and be compatible with a building's architectural character.

303.04 Areas to be Landscaped

The following areas shall be landscaped, and may count toward the total area of site landscaping required by the zoning district regulations.

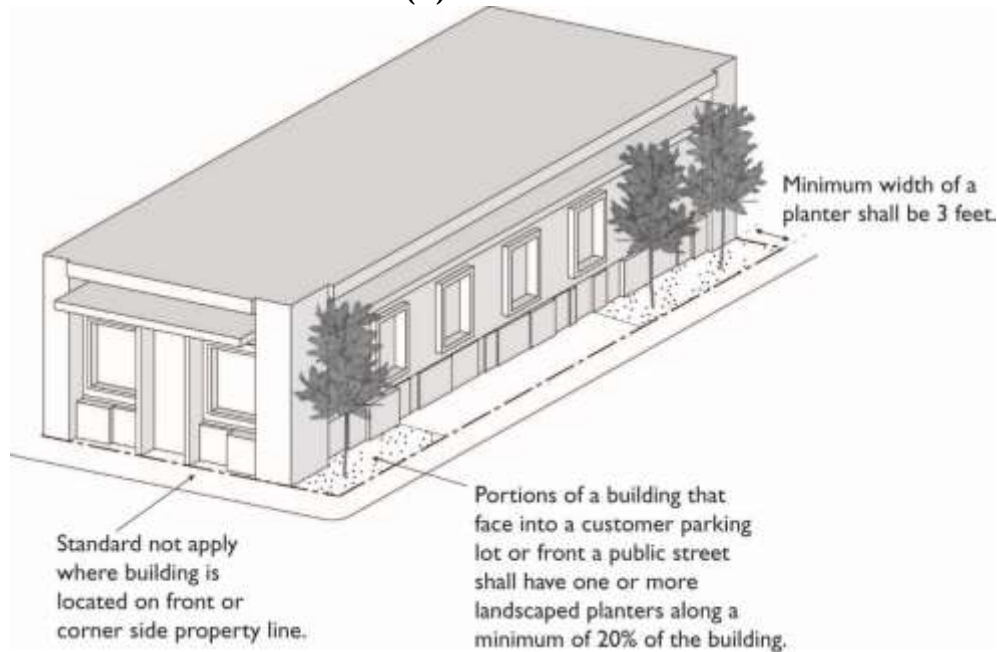
- (a) **Required Setbacks.** All required front and street-facing side setbacks, except for exit and entry, shall be landscaped.

FIGURE 303.04(A): REQUIRED SETBACKS



- (b) **Interior Property Lines Abutting R Districts.** A minimum five (5) foot wide landscape buffer shall be provided along interior property lines, where no building abuts a property line, in districts adjacent to an R district.
- (c) **Building Perimeters.** The portions of a building façade that face onto a customer parking lot or front a public street shall have one (1) or more landscape planters installed along a minimum twenty (20) percent of that building face. The minimum width of the planter shall be three (3) feet. This standard does not apply where a building is located on the front or corner side property line and there is no setback between the building and the property line.

FIGURE 303.04(C): BUILDING PERIMETERS



- (d) **Landscaping in Parking Areas.** Parking areas shall be landscaped as required by Article 304, On-Site Parking and Loading.
- (e) **Orchards and Gardens.** Areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens.
- (f) **Unused Areas.** All areas of a project site not intended for a specific use, including areas planned for future phases of a phased development, shall be landscaped or left in a natural state. Access to the unused portion of the site shall be prohibited by a concrete curb, timber barrier or other barrier not less than six (6) inches high.

303.05 General Landscaping Standards

(a) Materials

- (1) **General.** Landscaping shall consist of a combination of ground covers, shrubs, vines, and trees. Landscaped areas may include paved or graveled surfaces. Plant materials shall be selected from those species and varieties known to thrive in the Porterville climate and/or listed in Sunset's *Western Garden Book*, Region No. 9. Recirculating water shall be used for decorative water features.
- (2) **Ground Cover Materials.** Ground cover shall be of living organic plant material. Ground cover may include grasses. The exclusive or majority use of non-plant materials such as gravel, colored rock, cinder, bark, and similar materials may not be used to meet the minimum planting area requirements required by this chapter. Mulch is not a substitute for ground cover plants.
- (3) **Turf Allowance/Drought-Tolerant Materials.** The maximum amount of lawn in required landscape areas shall be twenty-five (25) percent except for turf

areas that comprise an essential component of a project (e.g., golf courses or playing fields), which are exempt from this limit. The installation of turf on slopes greater than twenty-five (25) percent is prohibited. The use of drought-tolerant or artificial turf plant materials is preferred in these applications to conserve the City's water resources.

- (4) **Mulch.** A minimum three (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting ground covers or other special planting situations where mulch is not recommended. Stabilizing mulching products shall be used on slopes.
- (5) **Size and Spacing.** Plant materials shall be grouped in hydrozones in accordance with their respective water, cultural (soil, climate, sun and light) and maintenance needs. Plants shall be of the following size and spacing at the time of installation:
 - a. **Ground Covers.** Areas planted in ground cover plants other than grass seed or sod shall be planted at a rate of one (1) per twelve (12) inches on center.
 - b. **Shrubs.** Shrubs shall be a minimum size of one (1) gallon. When planted to serve as a hedge or screen, shrubs shall be planted with two (2) to four (4) feet of spacing, depending on the plant species.
 - c. **Trees.** Trees shall be a minimum of fifteen (15) gallons in size with a one (1) inch diameter at breast height (dbh) spaced at thirty-five (35) feet on center. Newly planted trees shall be supported with stakes or guywires.
- (b) **Dimension of Landscaped Areas.** No landscaped area smaller than three (3) feet in any horizontal dimension shall count toward required landscaping.
- (c) **Drivers' Visibility.** Trees and shrubs shall be planted and maintained so that at maturity they do not interfere with traffic safety sight areas, or public safety. Notwithstanding other provisions of this section, landscaping must comply with Section 300.16, Visibility at Intersections and Driveways.

303.06 Installation and Completion

- (a) **Consistency with Approved Plans.** All landscaping and screening shall be installed consistent with approved plans and specifications, in a manner designed to promote and maintain healthy plant growth.
- (b) **Timing of Installation.** Required landscaping and screening shall be installed prior to the issuance of a Certificate of Occupancy for the associated project.
- (c) **Exception—Assurance of Landscaping Completion.** The Zoning Administrator may permit the required landscaping to be installed within one hundred twenty (120) days after the issuance of a Certificate of Occupancy in special circumstances related to weather conditions or plant availability. A surety in the amount equal to one hundred fifty (150) percent of the estimated cost of landscaping, including materials and labor, as well as an agreement that the required landscaping will be installed within one

hundred twenty (120) days, shall be filed with the City to assure completion of landscaping installation within such time. The surety may take the form of cash deposit; and together with the agreement, would provide for payment to the City of any costs incurred in contracting for completion of the required landscaping.

- (d) **Certification of Substantial Completion.** Upon completion of the installation of the landscaping and irrigation system, a field observation shall be completed by the licensed project contractor. A certificate of substantial completion shall be submitted to the City by the licensed project contractor. The certificate shall specifically indicate that the plants were installed as specified, that the irrigation system was installed as designed, along with a list of any deficiencies.

Chapter 304 On-Site Parking and Loading

Sections:

304.01	Purpose
304.02	Applicability
304.03	General Provisions
304.04	Required Parking Spaces
304.05	Location of Required Parking
304.06	Parking Reductions
304.07	Downtown Parking Districts
304.08	Bicycle Parking
304.09	On-Site Loading
304.10	Parking Area Design and Development Standards
304.11	Parking and Storage of Recreational Vehicles

304.01 Purpose

The specific purposes of the on-site parking and loading regulations are to:

- (a) Ensure that parking uses are provided for new land uses and major alterations to existing uses to meet the parking needs created by such uses;
- (b) Establish standards and regulations for the developer, owner, or operator of any specific use occurring outdoors or within an existing, newly constructed, or relocated building to provide well-designed, on-site parking areas; and
- (c) Ensure that on-site parking and loading areas are designed and located to protect the public safety; minimize congestion and conflict points on travel aisles and public streets; and where appropriate, buffer surrounding land uses from their impact.

304.02 Applicability

The requirements of this chapter apply to the establishment, alteration, expansion, or change in any use or structure, as provided in this section.

- (a) **New Buildings and Land Uses.** On-site parking and loading shall be provided according to the provisions of this chapter at the time any main building or structure is erected or any new use is established.
- (b) **Expansion and Change in Use of Existing Buildings.** When an expansion of floor area or change in use classification creates an increase of ten (10) percent or more in the number of required on-site parking or loading spaces, on-site parking and loading shall be provided according to the provisions of this chapter.
- (c) **Reconstruction.** Additional parking spaces are not required for the remodel or reconstruction of an existing building when there is no increase in footprint or floor area.
- (d) **Alterations that Increase Number of Dwelling Units.** If an alteration to an existing building increases the number of residential dwelling units on the site, on-site parking

to serve the new dwelling units shall be provided according to the provisions of this chapter.

- (e) **When Constructed.** On-site parking and loading facilities required by this chapter shall be constructed or installed prior to the issuance of a Certificate of Occupancy for the uses that they serve.

304.03 General Provisions

- (a) **Existing Parking and Loading to be Maintained.** No existing parking or loading serving any use may be reduced in amount or changed in design, location or maintenance below the requirements for such use, unless equivalent substitute parking or loading facilities are provided or a parking reduction is approved pursuant to Section 304.06, Parking Reductions.
- (b) **Use of Required Parking Spaces.** Required on-site parking areas shall be used exclusively for the temporary parking of vehicles and shall not be used for the sale, lease, display, repair, or storage of vehicles, trailers, boats, campers, mobile homes, merchandise, or equipment, or for any other use, unless specifically authorized by another provision of this Ordinance.
- (c) **Nonconforming Parking or Loading.** An existing use of land or structure shall not be deemed to be nonconforming solely because of a lack of on-site parking or loading facilities required by this chapter, provided that facilities used for on-site parking and loading as of the date of adoption of this Ordinance are not reduced in number to less than that required by this chapter.

304.04 Required Parking Spaces

- (a) **Minimum Number of Spaces Required.** Each land use shall be provided at least the number of on-site parking spaces stated in Table 304.04(A).
- (b) **Calculation of Required Spaces.** The number of required parking spaces shall be calculated according to the following rules:
 - (1) **Fractions.** If the calculation of required parking or loading spaces results in the requirement of a fractional space, such fraction, if one-half (0.5) or greater, shall be considered one (1) additional space; if the fraction is less than one-half (0.5), it shall result in no additional spaces.
 - (2) **Floor Area.** Where an on-site parking or loading requirement is stated as a ratio of parking spaces to floor area, the floor area is assumed to be gross floor area, unless otherwise stated.
 - (3) **Employees.** Where an on-site parking or loading requirement is stated as a ratio of parking spaces to employees, the number of employees shall be based on the largest shift that occurs in a typical week.
 - (4) **Bedrooms.** Where an on-site parking requirement is stated as a ratio of parking spaces to bedrooms, any rooms having the potential of being a bedroom and

meeting the standard of the Building Code as a bedroom shall be counted as a bedroom.

- (5) **Students or Clients.** Where a parking or loading requirement is stated as a ratio of parking spaces to students (including children in day care), the number is assumed to be the number of students or clients at the state-certified capacity.
- (6) **Seats.** Where parking requirements are stated as a ratio of parking spaces to seats, each eighteen (18) inches of bench-type seating at maximum seating capacity is counted as one (1) seat.
- (c) **Existing Spaces—Role in Parking Calculation.** The number of parking or loading spaces required for an expansion or change in use, shall be based on the existing spaces plus the additional spaces prescribed in this section, unless the preexisting number is already greater than the number required.
- (d) **Downtown Parking—Role in Parking Calculation.** For properties in the Downtown districts, on-street parking spaces may be counted toward required off-street parking for non-residential uses in an amount equal to the proportionate share of the block face. For example, a site that occupies twenty-five (25) percent of the block face is credited with twenty-five (25) percent of the on-street parking spaces along that block face. These provisions apply to street frontages where on-street parking is allowed as identified in 304.07 Downtown Parking Districts.
- (e) **Sites with Multiple Uses.** If more than one (1) use is located on a site, the number of required on-site parking spaces and loading spaces shall be equal to the sum of the requirements prescribed for each use unless a reduction for shared parking is approved pursuant to Section 304.06(b), Shared Parking, and except for commercial centers with two (2) or more commercial establishments, which shall be provided parking at a ratio of one (1) parking space per three hundred (300) square feet of floor area if the floor area is more than fifty thousand (50,000) square feet.
- (f) **Uses Not Specified.** The parking requirement for any use not listed in Table 304.04(A) shall be determined by the Zoning Administrator based upon the requirements for the most similar comparable use, the particular characteristics of the proposed use, and any other relevant data regarding parking demand. In order to make this determination, the Zoning Administrator may require the applicant to submit a parking demand study or other information, at the applicant's cost.
- (g) **Parking Requirements Determined by Zoning Administrator.** Where the parking requirement in Table 304.04(A) is listed as "to be determined by the Zoning Administrator," the Zoning Administrator shall establish the parking requirement based on the particular characteristics of the proposed use, and any other relevant data regarding parking demand. The Zoning Administrator may require the applicant to submit parking studies or any other information needed to assess parking demand for the proposed project. Where a Conditional Use Permit is required for the use, the ultimate parking requirement will be established by the Conditional Use Permit.
- (h) **Queuing Area.** The number of parking spaces required by Table 304.04(A) does not include queuing space that may be required for vehicles and customers waiting in

vehicles for service at drive-through facilities, pump stations, auto service bays, or similar uses. Queuing Area shall provide space for six (6) vehicles (restaurants shall provide spacing from the menu board). In lieu of this standard, a focused traffic study which models vehicular queuing may be prepared subject to Zoning Administrator approval. The stacking area shall not interfere with other on-site circulation and parking facilities. Where required, queuing area shall be measured as twenty (20) feet per car.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES

<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Residential Use Classifications	
Single-family, Detached Single-family, Attached	2 covered parking for each dwelling unit.
Second Unit	See Section 301.16, Second Dwelling Units.
Multi-family Residential	1 per studio unit. 1.5 per one-bedroom unit. 2 per 2-bedroom or 3-bedroom unit. Additional bedrooms above 3: 0.5 space/bedroom. One space for each unit shall be designated for the unit and covered. One additional guest parking space shall be provided for every 5 units.
Small Family Day Care Home	None, beyond what is required for the residential use.
Large Family Day Care Home	1 per non-resident employee. 1 passenger loading space, on or off-site. (Required spaces are in addition to those required for the primary residential use).
Group Residential	1 per bed, bedroom, or dwelling unit, whichever is greatest, plus 1 guest parking space per 3 units.
Manufactured Home Park	2 on-site spaces for each dwelling unit. At least one required space shall be covered. Tandem parking allowed
Residential Care, Limited	None, beyond what is required for the residential use.
Public and Semi-Public Use Classifications	
Cemetery	To be determined by the Zoning Administrator.
Clubs and Lodges	1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided.
Colleges and Trade Schools, Public or Private	To be determined by the Zoning Administrator based on parking demand study.
Community Center	To be determined by the Zoning Administrator.
Cultural Institutions	For theaters and auditoriums: 1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided. Galleries and Museums: 1 for every 400 sq. ft. of floor area. Other establishments: determined by the Zoning Administrator.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
Day Care Center	1 per first 5 clients, plus 1 for each additional 10 clients.
Elderly and Long Term Care	For first 10 beds: 1 per 2 beds. Additional beds: 1 additional space for each 4 beds.
Government Offices	1 per 300 sq. ft. of floor area.
Instructional Services	1 per 300 sq. ft. of floor area.
Park and Recreation Facilities, Public	To be determined by the Zoning Administrator.
Public Safety Facilities	To be determined by the Zoning Administrator.
Religious Facilities	1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided.
Residential Care, General	For first 10 beds: 1 per 2 beds. Additional beds: 1 additional space for each 4 beds.
Schools, Public or Private	Elementary and Middle Schools: 1 per classroom, plus 1 per 250 sq. ft. of office area. High Schools: .35 per student
Social Service Facilities	1 per 200 sq. ft. of floor area.
Commercial Use Classifications	
Aircraft Sales, Services, and Storage	To be determined by the Zoning Administrator.
Animal Care, Sales and Services	
<i>Kennels</i>	1 per 1,000 sq. ft. of floor area.
<i>Pet Store</i>	1 per 250 sq. ft. of floor area.
<i>Veterinary Services</i>	1 per 250 sq. ft. of floor area.
<i>Artists' Studios</i>	1 per 1,000 sq. ft. of floor area.
Automobile/Vehicle Sales and Services	
<i>Automobile/Vehicle Rentals</i>	1 per 250 sq. ft. of office area in addition to spaces for all vehicles for rent.
<i>Automobile/Vehicle Sales and Leasing</i>	1 per 250 sq. ft. of office area, plus 1 space per 1,000 sq. ft. of indoor or outdoor sales display area. Any accessory auto repair: 2 spaces per service bay. Minimum 5 spaces per dealership.
<i>Automobile/Vehicle Repair, Major or Minor</i>	2 per service bay.
<i>Automobile/Vehicle Washing</i>	Minimum 1 space for automatic facilities, minimum 3 spaces for other facilities, plus 1 space per 250 sq. ft. of any indoor sales, office, or lounge areas.

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES

<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
<i>Large Vehicle and Equipment Sales, Service and Rental</i>	1 per 250 sq. ft. of office area plus 1 per 2,500 sq. ft. of sales display area.
<i>Service Station</i>	2 per service bay, if service bays are included on site. 1 per 200 sq. ft. of any convenience store on site.
<i>Towing and Impound</i>	1 per 500 sq. ft. of building area plus 1 per 0.5 acre of gross outdoor use area.
Banks and Financial Institutions (All subclassifications)	1 per 300 sq. ft. of floor area.
Building Materials Services	1 per 400 sq. ft. of floor area; 1 per 600 sq. ft. of outdoor display area.
Business Services	1 per 300 sq. ft. of floor area.
Commercial Entertainment and Recreation	Establishments with seating: 1 for each 3 permanent seats in main assembly area, or 1 for every 50 sq. ft. of assembly area where temporary or moveable seats are provided. Bowling alleys: 3 per lane. Other Commercial Entertainment and Recreation uses: to be determined by Zoning Administrator.
Eating, Drinking, and Smoking Establishments	
<i>Bars/Night Clubs/Lounges</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area.
<i>Coffee Shops/Cafes</i>	Minimum 2 spaces. 1 per 100 sq. ft. of customer seating area.
<i>Restaurants</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area; no parking is required for outdoor seating when seats provided equal 50 percent or less of total indoor seating.
<i>Tobacco Bars</i>	Minimum 2 spaces. 1 per 75 sq. ft. of customer seating area.
Food and Beverage Retail Sales	1 per 250 sq. ft. of floor area.
Funeral Parlors and Mortuaries	1 for each 4 permanent seats in assembly areas, plus 1 per 250 sq. ft. of office area.
Hotels and Motels	1 per each living or sleeping unit, plus 2 spaces adjacent to registration office. Additional parking required for ancillary uses, such as restaurants, according to the parking requirements for the ancillary use.
Light Fleet-based services	1 per 250 sq. ft. of office floor area, plus one space for each fleet vehicle.
Maintenance and Repair Services	1 per 350 sq. ft. of building floor area, plus one space for each fleet vehicle.
Medical Facilities	

TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
<i>Hospital</i>	1 per bed; plus 1 per 250 sq. ft. of area used for office, clinics, testing, research, administration, and similar activities associated with the principal use.
<i>Medical Clinic</i>	1 per 200 square feet
<i>Single Physician Office</i>	1 per 175 square feet
Nurseries and Garden Centers	1 per 250 sq. ft. of floor area, plus 1 per 500 sq. ft. of outside display or greenhouse area.
Offices (All Subclassifications)	1 per 250 sq. ft. of floor area.
Parking, Public or Private	1 per attendant station (in addition to the spaces that are available to public).
Personal Services	1 per 200 sq. ft. of floor area.
Retail Sales	
<i>Less than 50,000 square feet</i>	1 per 250 sq. ft. of floor area.
<i>50,000 square feet or more</i>	1 per 300 sq. ft. of floor area.
Salvage and Wrecking	1 per 500 sq. ft. of building area plus 1 per 0.5 acre of gross outdoor use area.
Sexually Oriented Business	As determined by the Zoning Administrator based upon requirements for the most similar comparable use
Wholesaling and Distribution	1 per 2,000 sq. ft. of floor area.
Industrial Use Classifications	
Construction and Materials Yards	To be determined by Zoning Administrator.
Handicraft/Custom Manufacturing	1 per 2,000 sq. ft. of floor area.
Industry, General	1 per 1,000 sq. ft. of floor area.
Industry, Limited	1 per 1,000 sq. ft. of floor area.
Recycling Collection Facilities	
<i>Recycling Collection Point</i>	Minimum 1 space. Number of additional spaces to be determined by the Zoning Administrator.
<i>Recycling Processing Facility</i>	1 for each 2 employees on the maximum work shift, or 1 per 1,000 sq. ft. of floor area, whichever is greater.
Warehousing and Storage	
<i>Chemical, Mineral, and Explosives Storage</i>	1 per 2 employees or 1 per 200 sq. ft. of office area, whichever is greater.
<i>Indoor Commercial Storage</i>	1 per 1,000 sq. ft. of floor area.
<i>Outdoor Storage</i>	1 per 2 employees or 1 per 200 sq. ft. of office area, whichever is greater.

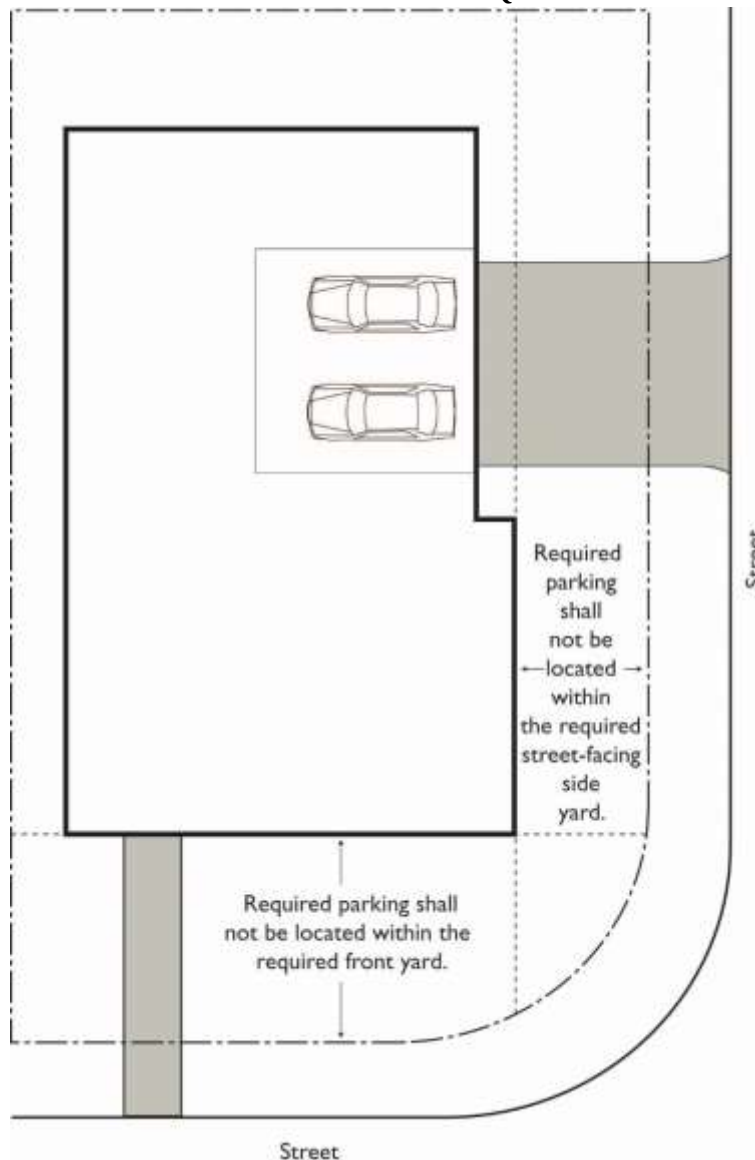
TABLE 304.04(A): REQUIRED ON-SITE PARKING SPACES	
<i>Land Use Classification</i>	<i>Required Parking Spaces</i>
<i>Personal Storage</i>	1 space per 75 storage units, plus 1 space per 300 square feet of office area. A minimum of 5 spaces shall be provided.
Transportation, Communication, and Utilities Use Classifications	
Airports and Heliports	To be determined by the Zoning Administrator.
Communication Facilities	
<i>Antennae and Transmission Towers</i>	Minimum 1 space for maintenance and servicing. Additional spaces to be determined by the Zoning Administrator.
<i>Facilities within Buildings</i>	To be determined by the Zoning Administrator.
Freight/Truck Terminals and Warehouses	1 for each 2 employees on the maximum work shift, or 1 for each 3,000 sq. ft. of floor area, whichever is greater.
Transportation Passenger Terminals	To be determined by the Zoning Administrator.
Utilities, Major	To be determined by the Zoning Administrator.
Utilities, Minor	None.
Agriculture and Extractive Use Classifications	
Crop and Animal Raising	1 for every 2 employees on the maximum shift.
Mining and Quarrying	1 for every 2 employees on the maximum shift.

304.05 Location of Required Parking

- (a) **Single-Family Dwellings and Second Units.** Required parking for a Single-Family Dwelling (except a manufactured home located within a manufactured home park) and a Second Unit shall be located on the same lot as the dwelling(s) served, and shall not be located within a required front or street-facing side yard. For purposes of this section, the required front yard setback is twenty (20) feet.
- (b) **Multi-Family Residential, Group Housing, and Manufactured Homes.** Required parking for Multi-Family Residential, Group Housing, manufactured homes located in a manufactured home park, and other residential uses, shall be located on the same lot as the dwelling served, or in a common parking area not more than four hundred (400) feet from the dwellings served. If located in a common parking area, a parking agreement shall be filed as provided in Subsection (d)(2) of this section. Parking shall not be located within a required front or street-facing side yard.
- (c) **Nonresidential Uses.** Required parking spaces serving commercial, industrial, and other non-residential uses shall be located on the same lot as the use they serve, or in an off-site parking facility as provided in Subsection (d) of this section.
- (d) **Off-Site Parking Facilities.** A parking facility serving one (1) or more non-residential uses located on a site other than the site of one (1) or more such use(s) may be approved if the standards of this subsection are met.

- (1) **Location.** Any off-site parking facility shall be located within four hundred (400) feet, along a pedestrian route, of the principal entrance containing the use(s) for which the parking is required.
- (2) **Parking Agreement.** A written agreement between the landowner(s) and the City shall be filed, in a form satisfactory to the City Attorney, and including:
 - a. A guarantee among the landowner(s) for access to and use of the parking facility;
 - b. A guarantee that the spaces to be provided will be maintained and reserved for the uses served for as long as such uses are in operation; and
 - c. Evidence that the agreement has been recorded in the County Recorder's office.

FIGURE 304.05: LOCATION OF REQUIRED PARKING



304.06 **Parking Reductions**

The number of on-site motor vehicle parking spaces required by Table 304.04(A) may be reduced in accordance with the provisions of this section.

- (a) **Residential Uses.** If a developer can demonstrate that a Multi-Family Residential, Group Residential, or service-oriented housing project designed for residents with special needs, such as senior citizens or handicapped individuals, will not generate a need for as much parking as such a project designed for a general market, the City Council shall have the authority to allow a reduction in the number of required parking spaces. Upon conversion of a senior citizen or other special needs group housing project to a general market apartment or condominium complex, parking shall be provided consistent with the requirements of Table 304.04(A).
- (b) **Shared Parking.** Where a shared parking facility serving more than one (1) use will be provided, the total number of required parking spaces may be reduced with a Minor Conditional Use Permit, if the City Council finds that all of the following are true:
 - (1) The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces;
 - (2) The adequacy of the quantity and efficiency of parking provided will equal or exceed the level that can be expected if parking for each use were provided separately;
 - (3) A parking demand study prepared by an independent qualified professional approved by the City supports the proposed reduction; and
 - (4) In the case of a shared parking facility that serves more than one (1) property, a parking agreement has been prepared consistent with the provisions of Section 304.05(d), Off-Site Parking Facilities.
- (c) **Other Parking Reductions.** Required parking for any use may be reduced through approval of a Minor Conditional Use Permit.
 - (1) **Criteria for Approval.** The City Council shall consider the following before approving a Minor Conditional Use Permit.
 - a. The required findings in Chapter 605, Conditional Use Permits are met.
 - b. Special conditions—including but not limited to the nature of the proposed operation, proximity to frequent transit service, transportation characteristics of persons residing, working, or visiting the site, or because the applicant has undertaken a transportation demand management program—exist that will reduce parking demand at the site;
 - c. The use will adequately be served by the proposed parking; and
 - d. Parking demand generated by the project will not exceed the capacity of or have a detrimental impact on the supply of on-street parking in the surrounding area.

- (2) **Parking Demand Study.** In order to evaluate a proposed project's compliance with the above criteria, the Zoning Administrator may require submittal of a parking demand study that substantiates the basis for granting a reduced number of spaces and includes any of the following information, as directed by the City:
- a. Total square footage of all uses within existing and proposed development and the square footage devoted to each type of use.
 - b. A survey of existing on-street and on-site parking within three hundred fifty (350) feet of the project site.
 - c. Parking requirements for the net change in square footage and/or change in use, based on the requirements of Table 304.04(A).
 - d. Estimated net change in parking demand between existing and proposed development, using any available existing parking generation studies from the Institute for Transportation Engineers (ITE) or other sources. If appropriate parking demand studies are not available, the City may require the applicant to conduct a parking demand survey of a development similar to the proposed.
 - e. Comparison of proposed parking supply with parking requirements and net change in parking demand.
 - f. A shared parking analysis, as appropriate.
 - g. A description of possible Transportation Demand Management measures, such as preferential carpool spaces, telecommuting or staggered works shifts, provision of transit passes or other transit incentives for residents or employees, incorporation of spaces for car share vehicles, bicycles, or other measures that could result in reduced parking demand.
 - h. Other information as required by the City.

304.07 Downtown Parking Districts

- (a) **Purpose.** The City has established two (2) downtown parking districts in the downtown area in recognition that due to the concentration and mix of uses in the downtown area, parking spaces will be shared among uses and the actual demand for spaces in these areas is less than what would otherwise be necessary. In addition, the proximity to the City transit center further reduces parking demand in these areas.
- (b) **Required Parking Spaces.** The number of off-street parking spaces required within the zones of Downtown Parking District No. 1, as shown in Figure 304.07(A), shall not be less than stated in Table 304.07(B). The number of off-street parking spaces in Downtown Parking District No. 2, as shown in Figure 304.07(B) shall be determined by the City Council.

TABLE 304.07(B): REQUIRED PARKING SPACES IN DOWNTOWN PARKING DISTRICT NO. 1	
<i>Zones of Benefit</i>	<i>Required Parking Spaces</i>
Zone A	No parking spaces required for a total of three stories of floor area with a basement, if any, included as one story.
Zone B	1 per 600 square feet of floor area.
Zone C	1 per 500 square feet of floor area.
Zone D	1 per 400 square feet of floor area.
Zone E	1 per 250 square feet of floor area.

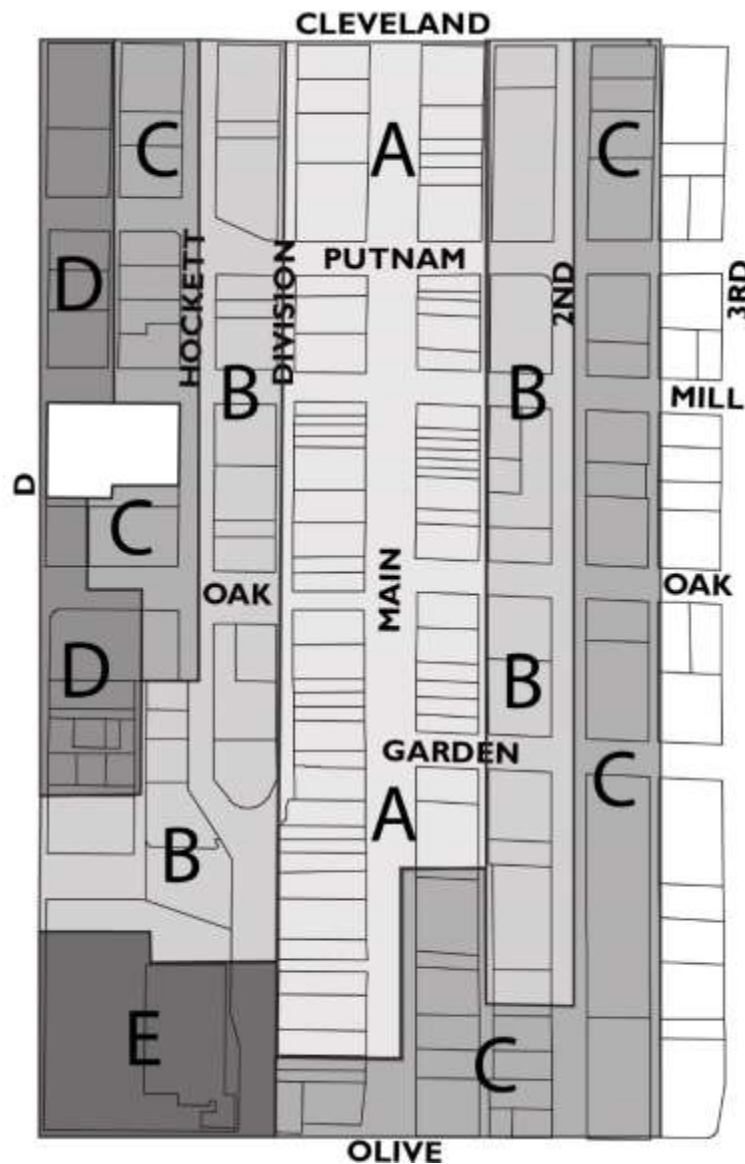
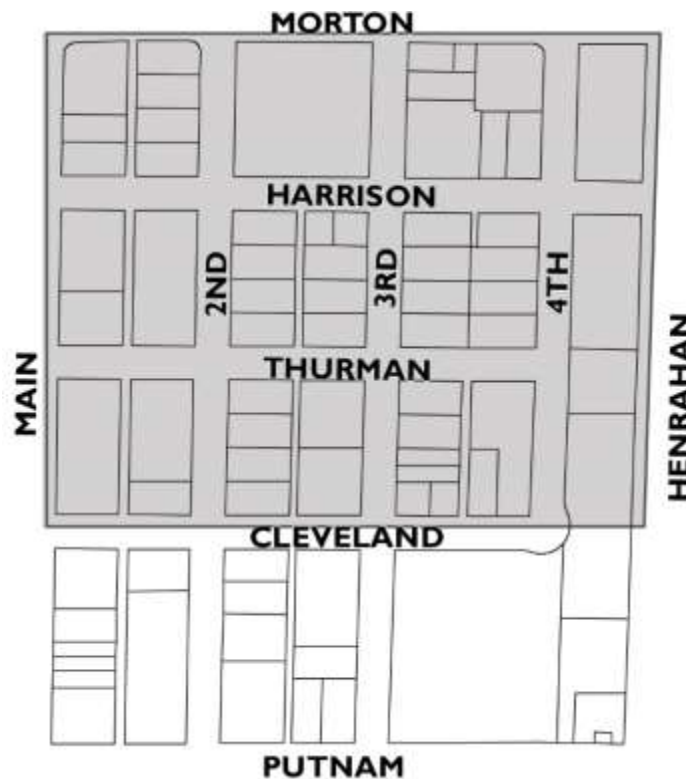
FIGURE 304.07(A): DOWNTOWN PARKING DISTRICT NO. 1

FIGURE 304.07(B): DOWNTOWN PARKING DISTRICT NO. 2



- (c) **In Lieu Payments.** In lieu of providing the parking spaces required in Table 304.07(B), the person required to provide said parking spaces may pay to the City an amount to be established by the City Council. All monies collected pursuant to this section shall be deposited in a special fund with said fund to be used only for the purpose of acquisition of properties and construction of parking spaces within the respective downtown parking district. For all projects within Downtown Parking District No. 1-Zone E and projects that exceed two (2) stories in Downtown Parking District No. 2, the in lieu payment option is subject to City Council approval.
- (d) **Exceptions.** The following uses are not subject to the parking space requirements in Table 304.07(B) and shall instead provide parking in accordance with Table 304.04(A).
- (1) All residential uses.
 - (2) Bowling lanes.
 - (3) Commercial Entertainment and Recreation Facilities.
 - (4) Drive-In Restaurants.
 - (5) Gymnasiums.
 - (6) Hotels and Motels.
 - (7) Theaters.

- (e) **Location of Parking.** The parking spaces required by this chapter shall be located within the boundaries of the respective downtown parking district or immediately adjacent to the district.

304.08 Bicycle Parking

Bicycle parking shall comply with the latest edition of the California Green Building Standards Code, and the location of such parking shall be shown on the site plan.

304.09 On-Site Loading

- (a) **Loading Spaces Required.** A building, or part thereof, having a floor area of ten-thousand (10,000) square feet or more that is to be occupied by a manufacturing plant, storage facility, warehouse facility, retail store, wholesale store, market, hotel, hospital, mortuary, laundry, dry-cleaning establishment, or other use similarly requiring the receipt or distribution by vehicles or trucks of material or merchandise shall provide at least one (1) on-site loading space, plus one (1) additional loading space for each additional forty thousand (40,000) square feet of floor area. Such on-site loading space shall be maintained during the existence of the building or use that it is required to serve.
 - (1) **Reduction in Number of Loading Spaces Required.** The loading space requirement may be waived upon a finding that the applicant has satisfactorily demonstrated that due to the nature of the proposed use, such loading space will not be needed.
 - (2) **Additional Loading Spaces Required.** The required number of loading spaces may be increased to ensure that trucks will not be loaded, unloaded, or stored on public streets. Such requirement shall be based on the anticipated frequency of truck pickups and deliveries and of the truck storage requirements of the use for which the on-site loading spaces are required.
- (b) **Minimum Size.** Each on-site loading space required by this chapter shall not be less than twelve (12) feet wide, thirty (30) feet long, and fifteen (15) feet high, exclusive of driveways for ingress and egress and maneuvering areas.
- (c) **Driveways for Ingress and Egress and Maneuvering Areas.** Each on-site loading space required by this chapter shall be provided with driveways for ingress and egress and maneuvering space of the same type and meeting the same criteria required for on-site parking spaces. Truck-maneuvering areas shall not encroach into required parking areas, travelways, or street rights-of-way.

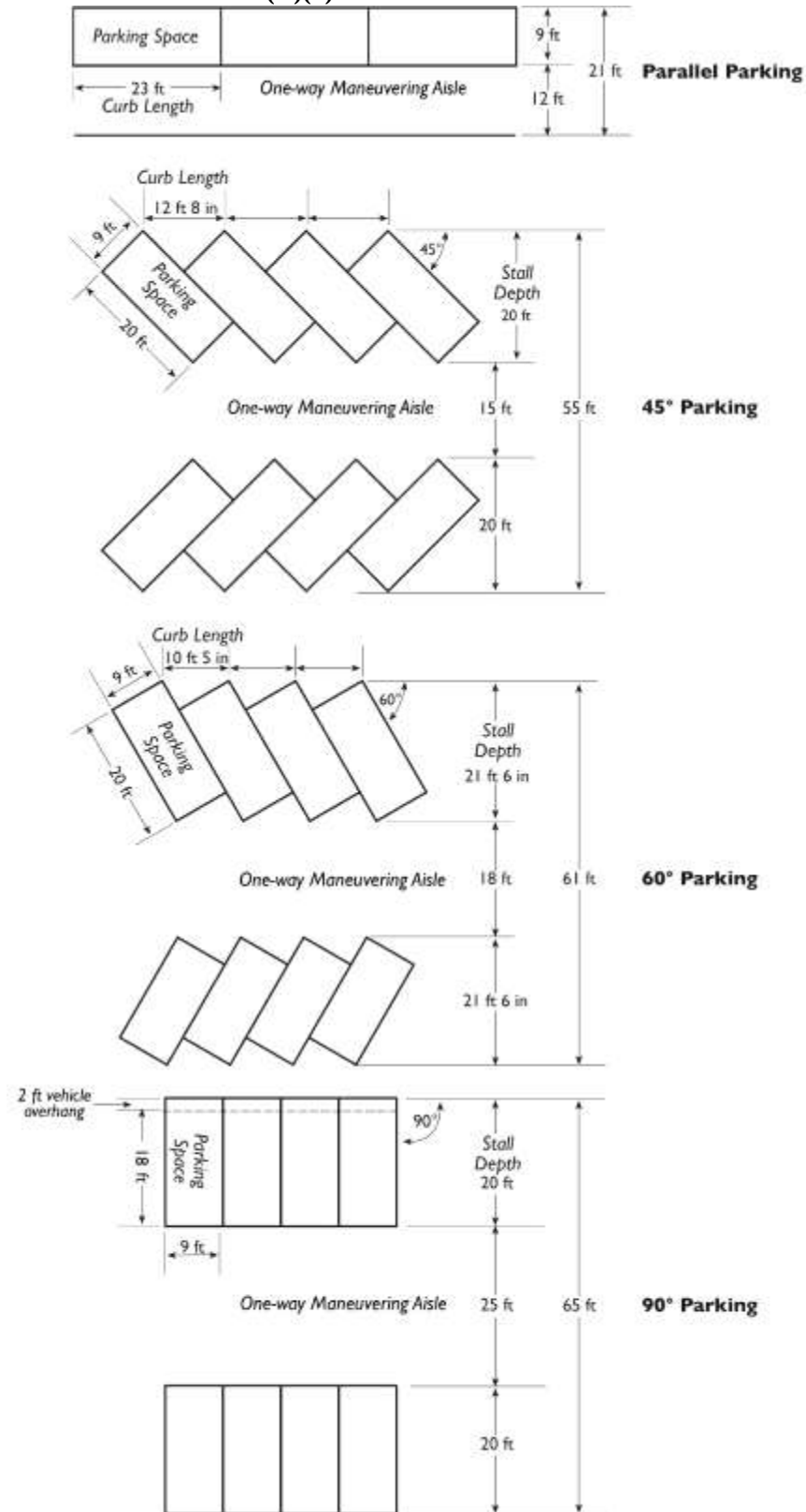
304.10 Parking Area Design and Development Standards

- (a) **Handicapped Parking.** Each lot or parking structure where parking is provided for the public as clients, guests, or employees shall include parking accessible to handicapped or disabled persons as near as practical to a primary entrance and in accordance with the Americans with Disabilities Act.

- (b) **Compact Parking.** On a site with at least ten (10) parking spaces, up to ten (10) percent of the total required parking spaces may be compact spaces, provided that the following standards are met:
- (1) In residential parking areas, all parking spaces that are required to be covered shall be standard size; and
 - (2) All compact spaces are to be designated with a sign or pavement marking.
- (c) **Size of Parking Spaces and Maneuvering Aisles.** Parking spaces and maneuvering aisles shall be provided to meet the minimum dimensions required by this subsection. Screening walls, roof support posts, columns, or other structural members shall not intrude into the required dimensions for parking spaces.
- (1) **Standard Parking Spaces.** The minimum basic dimension for standard parking spaces is nine (9) feet by twenty (20) feet. This dimension is reduced to nine (9) feet by eighteen (18) feet where an additional two (2) feet of sidewalk or landscaped area planted with low growing plants is provided for vehicle overhang. Table 304.10(C)(1) provides the dimensions of spaces (stalls) and aisles according to angle of parking spaces.

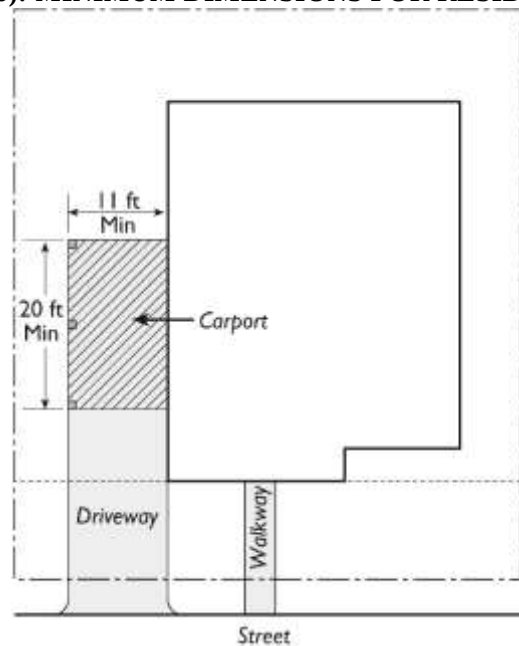
TABLE 304.10(C)(1): STANDARD PARKING SPACE AND AISLE DIMENSIONS					
<i>Angle of Parking</i>	<i>Stall Width</i>	<i>Curb Length Per Stall</i>	<i>Stall Depth from Curb</i>	<i>Aisle Width</i>	
				<i>One-way</i>	<i>Two-way</i>
Parallel	9'0"	23'0"	9'0"	12'	20'
45°	9'0"	12'8"	20'0"	15'	20'
60°	9'0"	10'5"	21'6"	18'	20'
90°	9'0"	9'0"	20'0"	25'	25'

FIGURE 304.10(C)(1): STANDARD PARKING SPACES



- (2) **Compact Parking Spaces.** The minimum basic dimension for compact parking stalls shall be seven (7) feet by sixteen (16) feet.
- (3) **Parking Spaces Abutting Wall or Fence.** Parking spaces shall be located a minimum of two (2) feet from any wall, fence, column, or other obstruction higher than one-half (0.5) feet.
- (4) **Long-term Parking.** In parking areas, or portions of parking areas, restricted to employee use rather than customer or visitor use, and in which a vehicle is not normally moved during the period of an employee's work shift, the width of parking spaces may be reduced to eight and one-half (8.5) feet and the stall depth for standards spaces may be reduced to eighteen (18) feet.
- (5) **Minimum Dimensions for Residential Carports.** Each single-car carport shall measure at least eleven (11) feet wide by twenty (20) feet long. Each double carport shall measure at least twenty (20) feet wide by twenty (20) feet long. The width of the carport is to be measured from inside face of support to inside face of opposite support. The carport roof shall cover the entire twenty (20) feet length of the space.

FIGURE 304.10(C)(6): MINIMUM DIMENSIONS FOR RESIDENTIAL CARPORTS



- (6) **Minimum Dimensions for Residential Enclosed Garages.** Enclosed garages serving residential uses shall be constructed to meet the following minimum inside dimensions.
 - a. A single-car garage shall be at least eleven (11) feet wide and twenty (20) feet long.
 - b. A double-car garage shall be at least twenty (20) feet wide and twenty (20) feet long.

(d) **Surfacing**

(1) Residential. New residences or improvements to an existing residence of \$25,000 or more within a two (2) year period shall provide a paved driveway consisting of concrete, asphalt concrete, pavers or other like material.

(2) Non-Residential.

- a. For parking, aisles, and access drives that are used on a daily basis asphalt concrete or concrete paving is required.
- b. For long term parking or storage inside a secured enclosure that is not used on a daily basis any combination of asphalt concrete, concrete, pavers, decomposed granite or like material that creates a dust-free surface may be approved by the Zoning Administrator and the City Engineer.
- c. Fire access roads shall be designed to carry the traffic loads anticipated.
- d. Improvements to parking areas to be utilized for overflow parking or special events may be approved by the Zoning Administrator and City Engineer

(e) **Parking Lot Striping.** All parking stalls shall be clearly outlined with striping, and all aisles, approach lanes, and turning areas shall be clearly marked with directional arrows and lines as necessary to provide for safe traffic movement.

(f) **Perimeter Curbing.** A six (6) inch wide and six (6) inch high concrete curb shall be provided along the outer edge of the parking facility pavement, except where said pavement abuts a fence or wall. Where a parking facility abuts an area planned for a future phases of a phased development a timber barrier or other barrier not less than six (6) inches high may be installed instead of a curb.

(g) **Lighting.** Parking areas designed to accommodate ten (10) or more vehicles shall be provided with a minimum of one-half (0.5) foot-candle and a maximum average of three (3) foot-candles of light over the parking surface during the hours of use from one-half (0.5) hour before dusk until one-half (0.5) hour after dawn. Lighting design shall be coordinated with the landscape plan to ensure that vegetation growth will not substantially impair the intended illumination. Parking lot lighting shall, to the maximum extent feasible, be designed and installed so that light and glare is not directed onto residential use areas or adjacent public rights-of-way, consistent with Chapter 306, Performance Standards.

(h) **Separation From On-Site Buildings.** Parking areas shall be separated from the front and side exterior walls of on-site buildings by walkways at least four (4) feet in width.

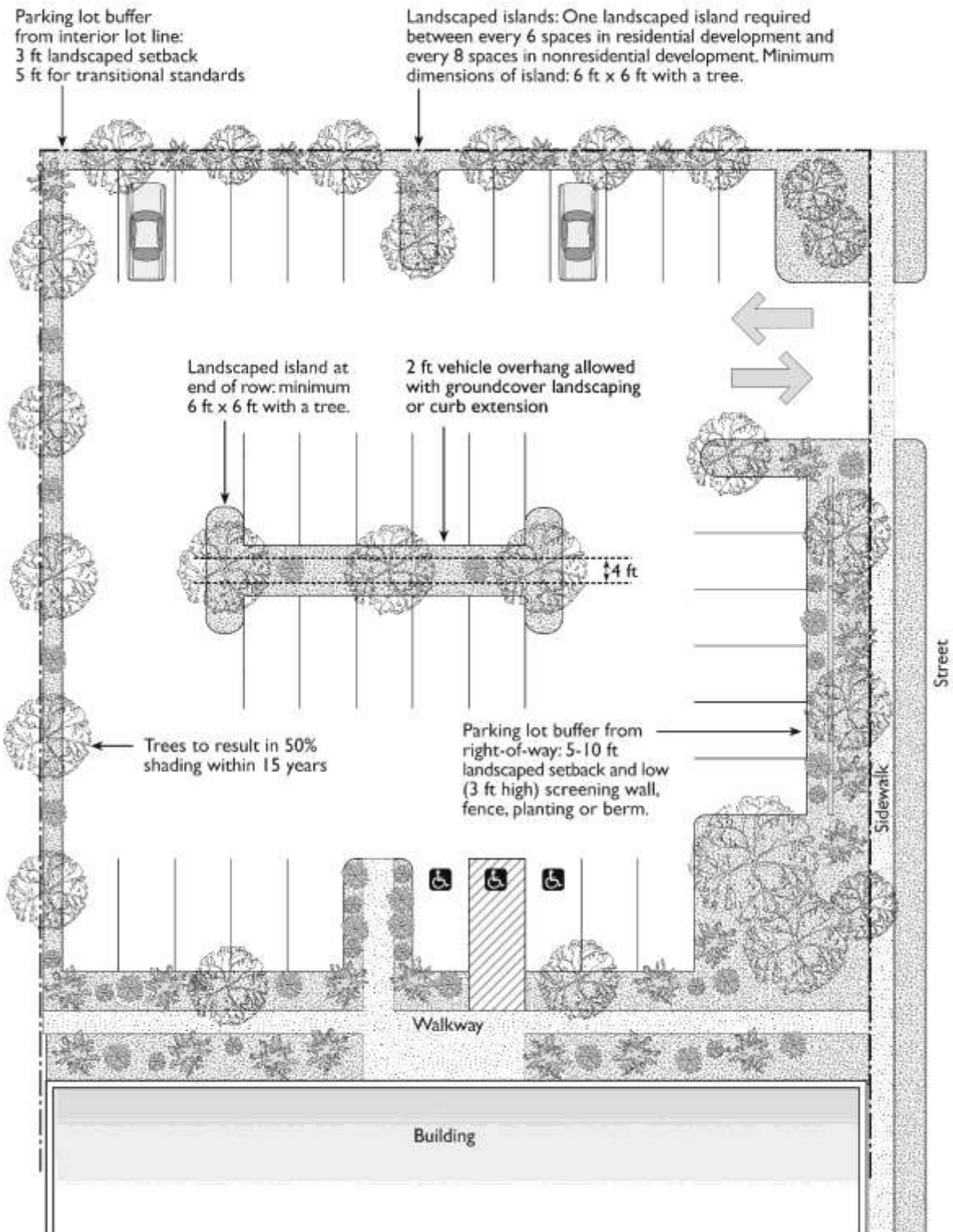
(i) **Landscaping.** Landscaping of parking areas shall be provided and maintained according to the general standards of Chapter 303, Landscaping, as well as the standards of this subsection. The provisions of this subsection apply to all uses except Single-Family Dwellings and Duplexes.

- (1) **Landscape Area Required.** A minimum of ten percent (10%) of any parking lot area shall be landscaped. For the purpose of calculating required parking lot landscaping, parking lot areas are deemed to include parking and loading spaces as well as aisles, vehicle entry and exit areas, and any adjacent paved areas. Parking lot area does not include enclosed vehicle storage areas.
- (2) **Minimum Planter Dimension.** No landscape planter that is to be counted toward the required landscape area shall be smaller than twenty-five (25) square feet in area, or four (4) feet in any horizontal dimension, excluding curbing.
- (3) **Layout.** Landscaped areas shall be well-distributed throughout the parking lot area. Parking lot landscaping may be provided in any combination of:
 - a. Landscaped planting strips at least four (4) feet wide between rows of parking stalls;
 - b. Landscaped planting strips between parking areas and adjacent buildings or internal pedestrian walkways;
 - c. Landscaped islands located between parking stalls or at the ends of rows of parking stalls; and
 - d. On-site landscaping at the parking lot perimeter.
- (4) **Required Landscaped Islands.** A landscaped island at least six (6) feet in all interior dimensions and containing at least one (1) fifteen (15) gallon size tree shall be provided at each end of each interior row of parking stalls and between all consecutive parking stalls in the following ratios:
 - a. Between every eight (8) stalls in any non-residential development;
 - b. Between every six (6) consecutive stalls in a residential development or in a mixed-use development in which residential units overlook on-site parking areas.
- (5) **Landscaped Buffer for Open Parking Adjacent to Right-of-Way.** A landscaped buffer area shall be provided between any surface parking area and any property line adjacent to a public street. The landscaped buffer shall have a minimum width as listed below unless a different dimension is specified in the base district standards applicable to a site.
 - a. *Residential Districts:* Five (5) feet. Landscaped parkways or strips between the property line and the sidewalk count toward this requirement.
 - b. *Non-residential Districts:* Six (6) feet clear of overhang.
- (6) **Landscaped Buffer for Open Parking Abutting Interior Lot Line.** A landscaped area at least three (3) feet wide shall be provided between the outside edge of any surface parking area and any adjacent lot for the length of the parking area and a five (5) feet wide landscaped area shall be provided where commercial abuts an R district.
- (7) **Trees.** Trees shall be planted to result in fifty percent (50%) shading of parking lot surface areas within fifteen (15) years. In lieu of calculating

shading, the applicant may provide a tree in landscaped islands between every six (6) parking spaces consistent with §304.10(I)(4).

- a. *Distribution.* Trees shall be distributed relatively evenly throughout the parking area.
- b. *Species.* Required trees for parking lots shall be selected from a list of recommended trees maintained by the Community Development Department or as listed in Sunset's Western Garden Book, suitable for Region No. 9.
- c. *Minimum Planter Size.* Any planting area for a tree shall have a minimum interior dimension of five (5) feet. Additional space may be required for some tree species.

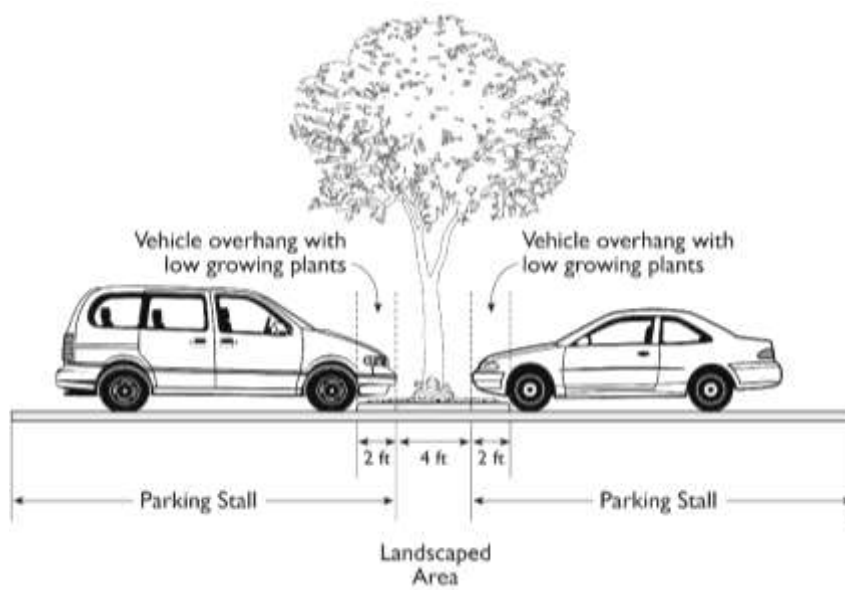
FIGURE 304.10(I): LANDSCAPING



(8) **Protection of Vegetation.**

- a. **Clearance from Vehicles.** All landscaped areas shall be designed so that plant materials, at maturity, are protected from vehicle damage by providing a minimum two (2) foot clearance of low-growing plants where a vehicle overhang is permitted.
- b. **Planters.** All required parking lot landscaping shall be within planters bounded by a concrete curb at least six (6) inches wide and six (6) inches high.

FIGURE 304.10(I)(8): PROTECTION OF VEGETATION

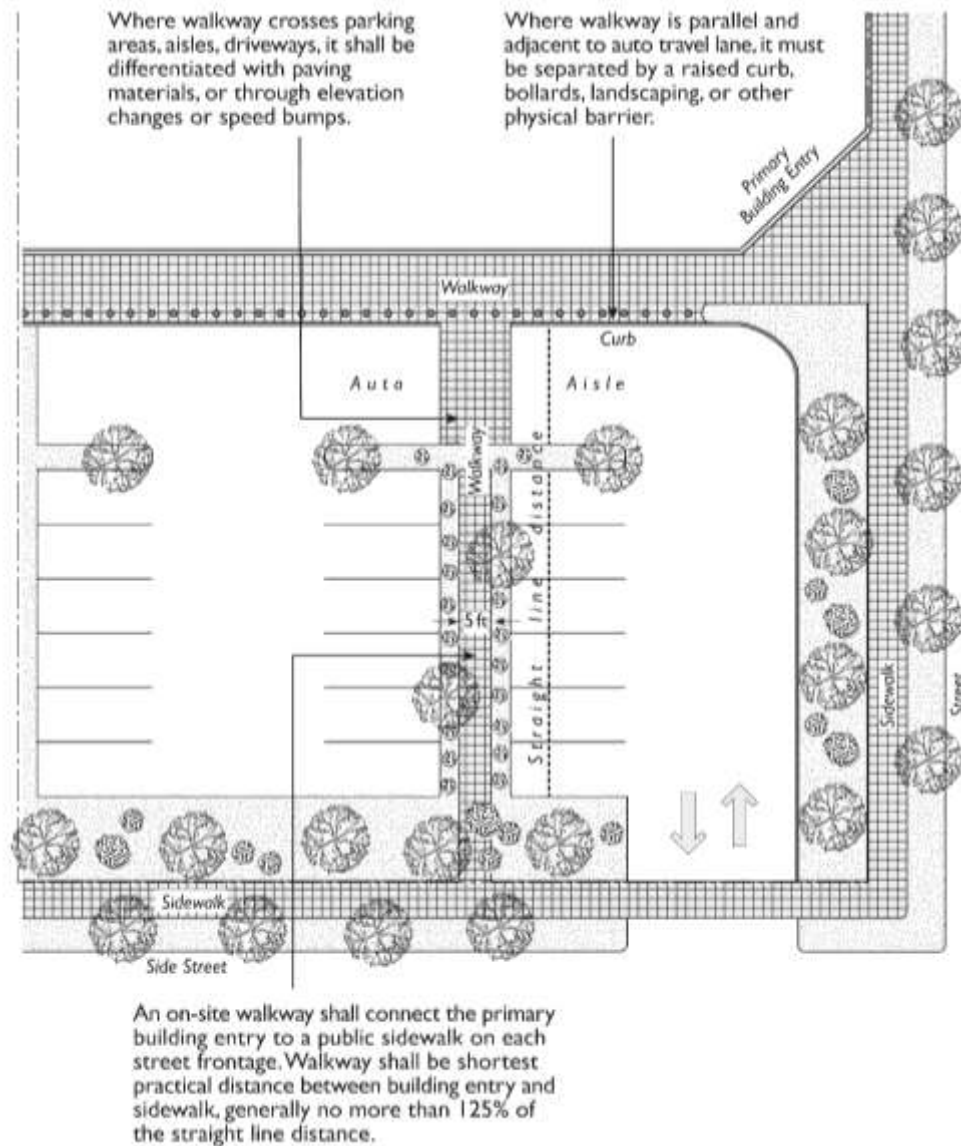


- (9) **Irrigation.** All landscaped areas shall be provided with an automatic sprinkler system.
- (10) **Visibility and Clearance.** Landscaping in planters at the end of parking aisles may not obstruct drivers' vision of vehicular and pedestrian cross-traffic. Mature trees shall have a foliage clearance maintained at eight (8) feet from the surface of the parking area. Other plant materials located in the interior of a parking lot shall not exceed thirty (30) inches in height.

(j) **Circulation and Safety**

- (1) Visibility shall be assured for pedestrians, bicyclists, and motorists entering individual parking spaces, circulating within a parking facility, and entering or leaving a parking facility.
- (2) Off-street parking and loading areas shall be provided with sufficient maneuvering room so that all vehicles can enter and exit from a public street by forward motion only. This standard shall not apply to parking areas serving Single-Family Dwellings or duplexes served by individual driveways.

- (3) Parking lots shall be designed so that sanitation, emergency, and other public service vehicles can provide service without backing unreasonable distances or making other dangerous or hazardous turning movements.
- (4) Separate vehicular and pedestrian circulation systems shall be provided where possible. Multi-family residential developments of five (5) or more units shall be provided pedestrian access that is separate and distinct from driveways. Parking areas for commercial and mixed-use developments that are eighty (80) feet or more in depth and/or include fifty (50) or more parking spaces shall have distinct and dedicated pedestrian access from the commercial use to parking areas and public sidewalks, according to the following standards:
 - a. *Connection to Public Sidewalk.* An on-site walkway shall connect the main building entry to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the main building entry and sidewalk, no more than one hundred twenty-five (125) percent of the straight-line distance.
 - b. *Materials and Width.* Walkways shall provide at least five (5) feet of unobstructed width and be paved with concrete, stone, tile, brick, or comparable material.
 - c. *Identification.* Pedestrian walkways shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, a different paving material, or similar method.
 - d. *Separation.* Where a pedestrian walkway is parallel and adjacent to an auto travel lane, it shall be raised and separated from the auto travel lane by a raised curb at least four (4) inches high, bollards, or other physical barrier.

FIGURE 304.10(J): CIRCULATION AND SAFETY

304.11 Parking and Storage of Recreational and Large Vehicles

Parking and storing of recreational vehicles, boats, campers, trailers and similar vehicles are prohibited from being stored for a period longer than seventy-two hours (72) hours in the front yard setback. They may be stored in the side or rear yard behind a minimum six (6) foot high, solid fence. At no time are recreational vehicles allowed to be occupied as residences. Connection to any combination of electrical, water, cable, or sewer facilities is considered prima facie evidence of occupation as a residence. At no time shall commercial vehicles greater than a one-ton rating be parked or stored on residentially zoned properties. Storage on the street is limited pursuant to Sections 17-10.4, 17-11.7, 17-11.8, and 17-11.9 of the Porterville Municipal Code.

Chapter 305 Signs

Sections:

305.01	Purpose
305.02	Policies
305.03	Applicability
305.04	Design Principles
305.05	Exempt Signs
305.06	Prohibited Signs
305.07	General Standards
305.08	Sign Standards for Residential Districts
305.09	Sign Standards for Non-Residential Districts
305.10	Standards for Specific Types of Signs
305.11	Temporary Signs
305.12	Permits Required; Review Process
305.13	Master Sign Program
305.14	Nonconforming Signs
305.15	Abatement and Removal of Illegal Signs

305.01 Purpose

The purpose of this chapter is to establish regulations to ensure the orderly display of signs as a city-wide information system, consistent with State and Federal law. These regulations recognize the desire and need of each individual, business, firm or corporation to identify its place of residence, business or service, and realizing that the indiscriminate erection, location, illumination, coloring, size, and lack of proper maintenance of signs and advertising structures constitutes a significant contributing factor detrimental to the well-being and continuing activity of a city's people and economy. Specifically, these regulations are intended to:

- (a) Assure that all signs and advertising structures are designed, erected and maintained in a manner to enhance, rather than detract from, the ultimate design and appearance of the affected locality, and do not impair the view of nearby or adjacent signs;
- (b) Prohibit the installation and maintenance of signs or advertising structures that unduly distract motorists' attention from driving, and which detract from attention to traffic movement and to signs and signals promoting traffic safety;
- (c) Prevent the installation and maintenance of signs or advertising structures that individually or collectively have an injurious effect on the morale of the people and the economic well-being of the city;
- (d) Assure that size and location of signs and advertising structures do not constitute an obstacle to effective fire protection and firefighting techniques; nor constitute a direct or potential danger to vehicular or pedestrian traffic, especially in the event of structural failure during the period of inclement weather and earthquakes or in the event of impaired vision due to improper size or location; and
- (e) Otherwise protect the public health, safety, morale, and promote the public welfare.

305.02 Policies

The policies and principles stated in this Section apply to all signs within the regulatory scope of this Chapter, and to all procedures set forth in, or invoked by, this Chapter. These policies are to prevail over any other provision to the contrary, even if more specific.

- (a) **Permit Requirement.** Unless expressly exempted by a provision of this Chapter, or by other applicable law, signs within the regulatory scope of this Chapter may be displayed only pursuant to a permit issued by the City.
- (b) **Message Neutrality.** It is the City's policy to regulate signs in a constitutional manner, which is content neutral as to noncommercial signs and viewpoint neutral as to commercial signs.
- (c) **Regulatory Interpretations.** All regulatory interpretations of this Chapter are to be exercised in light of the City's message neutrality policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this Chapter, or wherever a sign does not qualify as a "structure" as defined in the Building Code, then the Zoning Administrator shall approve, conditionally approve, or disapprove the application based on the most similar sign type that is expressly regulated by this Chapter.
- (d) **Substitution of Messages.** Subject to the property owner's consent, a noncommercial message of any type may be substituted for any duly permitted or allowed noncommercial message, provided that the sign structure or mounting device is legal without consideration of the message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over any other noncommercial message. This provision does not create the right to increase the total amount of signage on a parcel, lot or land use; does not affect the requirement that a sign structure or mounting device be properly permitted; does not allow a change in the physical structure of a sign or its mounting device; does not allow the substitution of an off-site commercial message in place of an on-site commercial message; and does not allow one particular on-site commercial message to be substituted for another without a permit.
- (e) **Rules for Non-communicative Aspects of Signs.** All rules and regulations concerning the non-communicative aspects of signs, such as location, size, height, illumination, spacing, orientation, etc., stand enforceable independently of any permit or approval process.
- (f) **Situs of Non-commercial Message Signs.** The onsite/offsite distinction applies only to commercial messages on signs.
- (g) **Property Owner's Consent.** No sign may be displayed without the consent of the legal owner(s) of the property on which the sign is mounted or displayed. For purposes of this policy, "owner" means the holder of the legal title to the property and all parties and persons holding a present right to possession, control or use of the property.

- (h) **Legal Nature of Signage Rights and Duties.** As to all signs attached to property, real or personal, the signage rights, duties and obligations arising from this Chapter attach to and travel with the land or other property on which a sign is mounted or displayed. This provision does not modify or affect the law of fixtures, sign-related provisions in private leases regarding signs (so long as they are not in conflict with this Chapter), or the ownership of sign structures.
- (i) **Sign Programs.** Sign programs for specific developments, as well as special sign districts or special sign overlay zones, when approved by the Approving Authority, may modify the rules stated herein as to sign size, height, number, illumination, spacing, orientation or other non-communication aspects of signs, but may not override or modify any of the Basic Policies stated in this Section. All the provisions of this Section shall automatically apply to, and be deemed a part of, any sign program after the date on which this provision is initially adopted.
- (j) **Severance.** If any section, sentence, clause, phrase, word, portion or provision of this Chapter is held invalid, or unconstitutional, or unenforceable by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this Chapter which can be given effect without the invalid portion. In adopting this Chapter, the City Council affirmatively declares that it would have approved and adopted the Chapter even without any portion which may be held invalid or unenforceable.

305.03 Applicability

The requirements and development standards in this chapter apply to signs in all zoning districts, unless otherwise specified.

305.04 Design Principles

- (a) **Architectural Compatibility.** A sign (including its supporting structure, if any) shall be designed as an integral design element of a building's architecture and architecturally compatible, including color and scale, with any building to which the sign is to be attached and with surrounding structures. A sign that spills over "natural" boundaries or architectural features and obliterates parts of upper floors of buildings, or is detrimental to visual order is not permitted.
- (b) **Consistency with Area Character.** A sign shall be consistent with distinct area or district characteristics and incorporate common design elements such as sign materials or themes. Where a sign is located in close proximity to a residential area, the sign shall be designed and located so it has little or no impact on adjacent residential neighborhoods.
- (c) **Legibility.** The proportion of the elements of the sign's message, including logos, letters, icons and other graphic images, shall be selected based on the anticipated distance and travel speed of the viewer. Colors chosen for the sign text and/or graphics shall have sufficient contrast with the sign background in order to be easily read during both day and night hours.

FIGURE 305.04(C): LEGIBILITY OF SIGNS



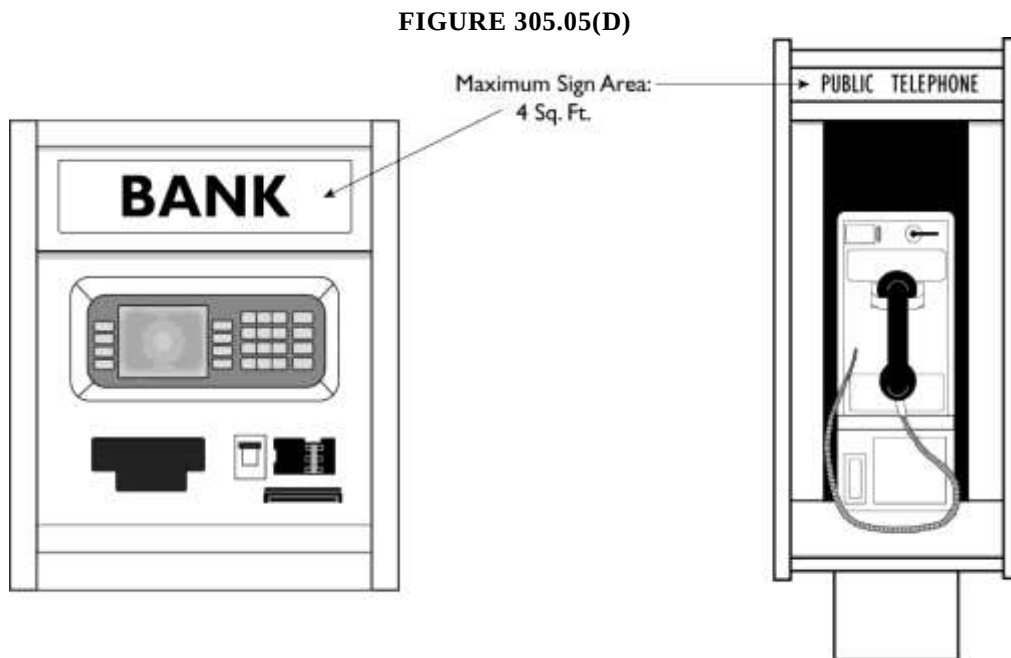
- (d) **Finish.** Signs shall have finished edges with a clean, smooth, consistent surface. Lettering on the sign is to be of complementary size, proportion and font and either carved, routed, painted or applied.
- (e) **Visibility.** A sign shall be conspicuous and readily distinguishable from its surroundings.

305.05 Exempt Signs

The following signs are exempt from the permit requirements of this chapter, and they do not count toward the total sign number or area limit for a site, provided that they conform to the specified standards and obtain building permits when required by law.

- (a) Signs for historical or memorial buildings, when constructed of bronze or other incombustible materials or cut into any masonry surface and installed by a civic organization recognized by the City Council.
- (b) A temporary attachment or covering of wood, plastic, or canvas over a permanent sign may be displayed no longer than thirty (30) days following the change of ownership, or up to ninety (90) days following issuance of a building permit. The sign shall be no larger than the previously permitted permanent sign.
- (c) One (1) sign, with a maximum sign area of thirty-two (32) square feet, per street frontage on real property where construction, structural alteration or repair is to take place, or is taking place. Construction signs shall be removed upon final building inspection.

- (d) Signs, not more than four (4) square feet in area, incorporated into displays, machinery or equipment by a manufacturer, distributor or vendor, such as signs customarily fixed to automated teller machines (ATMs), gasoline pumps, vending machines, menu boards and umbrellas, such as those represented in Figure 305.05(D).



- (e) **Flags.** Flags with the display of only noncommercial speech.
- (f) **Handbills.** Handbills, Advertising Circulars, Etc., must comply with the standards and licensing contained in Chapter 3, Article II, of the Porterville Municipal Code
- (g) A maximum of one sign per apartment house, boarding or rooming house, or similar use, not exceeding six (6) square feet in area.
- (h) A maximum of two signs per building within six feet of the building entrances for commercial, industrial, and office uses, not exceeding six square feet per building. Government uses, in addition to the aforementioned six square feet per building, may include not more than one shadowbox with not more than ten square feet of display area.
- (i) Up to two on-site signs for public or private developments, not exceeding four (4) square feet in area per face, and not exceeding forty-eight inches in height, provided such signs are not prohibited or further regulated by other sections of this or any other chapter of the Porterville Municipal Code. Uses that include a drive-through service window are allowed one additional sign per this exemption.
- (j) Properties or lease spaces may display not more than one (1) on-site sign with a maximum size of six (6) square feet (excluding rider signs no larger than a total of six (6) square feet) and a maximum height of six (6) feet in the R districts, and a maximum size of thirty-two (32) square feet and a maximum height of eight (8) feet in all other districts, per street frontage of a parcel when the property is currently for

sale or rent. Such signs shall be removed within 5 days following close of escrow or finalization of sale, rental or lease.

- (k) **Reader Panels.** Permanent reader panels for public, charitable, or religious institutions provided said reader panels are located on the property to which such reader panels pertain and do not exceed twenty (20) square feet in total area per face nor more than ten (10) feet in height, and further provided said reader panels are located in such a manner as not to constitute a hazard to vehicular or pedestrian traffic. Electronic reader boards which otherwise comply with the signage requirements of the zone in which they are located, and do not include animation, characters, flashing, or similar rapid movements, and which are programmed to change messages no more frequently than once every three (3) seconds shall also be allowed as exempt signs for public, charitable or religious institutions.
- (l) One sign per business provided by said business, which sponsors and contributes to the sports activities upon public premises, not to exceed thirty-six (36) square feet in area, per site shall be permitted for a period not to exceed ninety (90) days preceding the event or season. Such sign shall be removed within fifteen (15) days after the event or season.
- (m) Bus stop, shelter, and bench advertisement displays as permitted by the Transit Advertising Policy.
- (n) Up to four (4) signs placed by the City of Porterville and owned or funded by the City, around the periphery of the city limit at major transportation routes, within public rights of way, or on property owned by a third party, as authorized by that party.

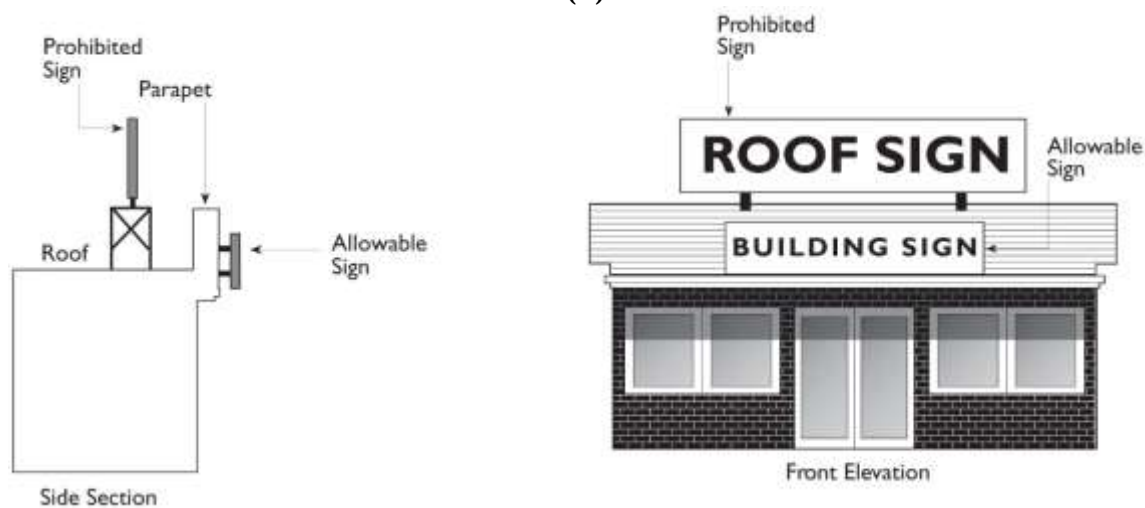
305.06 Prohibited Signs

The following types of signs and devices are specifically prohibited:

- (a) **Animated, Flashing or Moving Signs.** Signs that incorporate, flashing, moving, rotating, pulsating or intermittent lighting, with the exception of changeable copy message center display signs and barber poles, except as allowed elsewhere in this chapter. Any sign that, because of brilliant lighting, interferes with the enjoyment of surrounding residential property or interferes with traffic, vehicular or pedestrian, is prohibited.
- (b) **Balloons, Banners, Streamers and Pennants.** Signs, balloons, banners, pennants, or any other advertising display constructed of cloth, canvas, light fabric, paper, cardboard, wallboard or other light materials, except awnings or as allowed for Automobile/Vehicle Sales and Leasing establishments, or in Section 305.11, Temporary Signs.
- (c) **Billboards.** Any sign directing attention to a business, service, or product that is not conducted, sold, produced, or offered by any use on the same lot, or which identifies by brand name a product which, although sold on the premises, does not constitute one (1) of the principal items for sale on the premises unless otherwise provided by

the California Outdoor Advertising Act (Business and Professions Code Sections 5200 – 5486, inclusive).

- (d) **Emissions.** Signs that produce noise in excess of forty (40) decibels, excluding voice units at drive-through facilities, and signs that emit odor or visible smoke, vapor or particles.
- (e) **Fence Signs.** Signs attached or painted on fences or freestanding walls that are not part of a building, except for subdivision entry signs as allowed in Section 305.08 (b).
- (f) **Obscenities.** Signs that depict, describe or relate to “specified sexual activities” or “specified anatomical areas” as defined in Chapter 700, Terms and Definitions.
- (g) **Obstructions to Exits.** Signs erected, constructed or maintained which obstruct any firefighting equipment, fire escape, required exit or door opening intended as a means of egress, unless approved by the Fire Marshal.
- (h) **Obstructions to Driver Visibility.** Signs in corner cut-offs and lines of sight in accordance with the provisions of Section 300.16, Visibility at Driveways and Intersections.
- (i) **Obstructions to Ventilation.** Signs that interfere with any opening required for ventilation.
- (j) **Portable Signs.** Signs not permanently attached to, mounted upon or affixed to a building, structure or the ground, except as otherwise provided herein.
- (k) **Posters.** Posters of a temporary character that are tacked, painted, pasted or otherwise placed or affixed and made visible from a public way, on the walls of buildings, on barns, sheds, trees, fences, utility poles or other structures, sidewalks or patios, except as otherwise provided in this chapter. This section excludes signs placed in windows per Section 305.10 (e).
- (l) **Roof Signs.** Signs erected or painted upon, over or above the roof of a building or structure, or any sign affixed to the wall of a building so that it projects above the ridge line or top of parapet, except as allowed in this chapter.

FIGURE 305.06(L): ROOF SIGNS

- (m) **Signs Creating Traffic Hazards.** Signs that simulate in color, size or design any traffic control sign, signal or device, or that make use of words, symbols or characters in a manner that interferes with, misleads or confuses pedestrian or vehicular traffic. No sign, light or advertising structure shall be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic, or in such a manner as to obstruct free and clear vision, at any location where, by reason of the position, shape, color or movement may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device.
- (n) **Signs of public property.** Signs located on public lands, including but not limited to public rights of way, parks, public buildings, storm drainage basins, and facilities are prohibited. When associated with rental or reservation of such facility, signs may be placed during the event for which the reservation was made; however, such signs must be removed at the end of the reservation period.

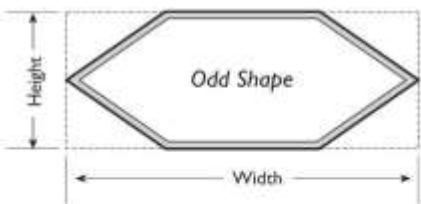
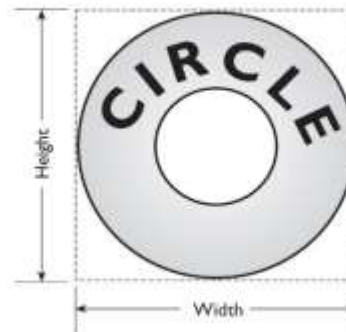
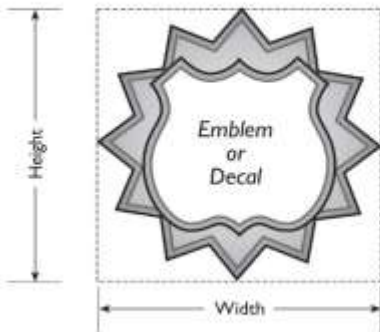
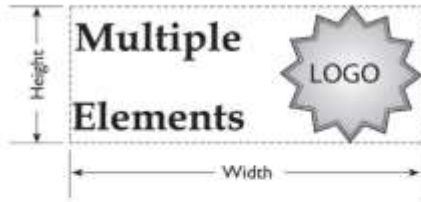
305.07 General Standards

This section establishes general physical standards and requirements. More detailed standards applicable to specific sign types (e.g. wall signs, awning signs) are in Section 305.10, Standards for Specific Sign Types. In addition to these general standards, all signs shall conform to the specifications of Municipal Code Chapter 3, Advertising and Signs.

- (a) **Maximum Allowable Sign Area.** All signs shall conform to the maximum area requirements specified in Table 305.09, unless a different limit is approved under a Master Sign Program.
- (b) **Measuring Sign Area.** Sign area includes the entire face of a framed sign, but does not include the supporting structure. Individual letters attached to a building shall be measured by the area enclosed by a continuous line outlining the perimeter of the words, emblems, and logos.

FIGURE 305.07(B): MEASURING SIGN AREA

Sign Area = Height x Width



- (1) **Double-Faced Signs.** For double-faced signs, only one (1) side shall be counted as the total area. Where the faces are not equal in size, the larger sign face shall be used as the basis for calculating sign area.
- (2) **Multi-faced Signs.** The sign area of signs with three (3) or more sign faces shall be calculated as the sum of two (2) sign faces. Where the faces are not equal in size, the larger sign faces shall be used as the basis for calculating sign area.
- (3) **Three-dimensional Signs.** Signs that consist of, or have attached to them, one (1) or more three-dimensional objects (i.e. balls, cubes, clusters of objects, sculpture, or statue-like trademarks), shall have a sign area of the sum of two (2) adjacent sides or sign faces.

FIGURE 305.07(B)(3): THREE-DIMENSIONAL SIGNS

Sign Area = Sum of Two Adjacent Sides



- (c) **Abandoned Signs.** Any sign, including its supporting structure, which no longer identifies the current occupant after a lapse of ninety (90) days, shall be deemed an abandoned sign and shall be removed by the owner of the property on which it is located. When a wall sign is removed, the wall behind the sign shall be repaired and painted to match the rest of the building wall. Any signs not removed or made blank within this time shall be removed pursuant to the removal procedures set forth in this chapter.
- (d) **Building Frontage.** Building frontage shall be considered the wall of a building that faces and is roughly parallel with a public street, excluding an alley. The linear dimension of that building frontage shall be used to calculate allowable signage. Buildings with walls facing more than one public street shall be allowed signage for each building frontage in accordance with Table 305.09. Buildings located on interior lots (not on a corner) and that are oriented perpendicular to a public street shall be allowed signage based on the longer of the front or side building elevation. All, or a percentage, of the allowable sign area may be transferred to the other building elevations provided the sign area on any wall shall not exceed the maximum allowable for that wall in accordance with Table 305.09. For buildings that have no public street frontage, building frontage shall be determined by the Zoning Administrator.
- (e) **Changeable Copy.** Changeable copy shall cover no more than forty (40) percent of the total sign allowance for manually changeable signs. For electronic message center

signs with copy that can be changed or altered by electric, electro-mechanical, electronic, or any other artificial energy means, the changeable portion of the sign shall cover no more than forty (40) percent of the total sign allowance. The following uses are exempt from this restriction: religious institutions, cinemas, government or civic uses, gas station uses, indoor theaters, schools, and colleges.

- (f) **Clearance from Utilities.** Signs and their supporting structures shall maintain clearance from and not interfere with electrical conductors, communications equipment or lines, surface and underground facilities and conduits for water, sewage, gas, electricity and communications equipment or lines. Signs shall not be placed in public utility easements unless express written permission from the affected public utility is obtained.

- (g) **Construction and Maintenance**

- (1) Unless exempt, signs and supporting structures shall be installed in accordance with the latest adopted Building Code.
- (2) All signs, together with all supporting structures, shall be maintained in the following manner:
 - a. Signs shall be kept free of rust, dirt and chipped, cracked or peeling paint.
 - b. All hanging, dangling, torn or frayed parts of signs shall be promptly repaired, and graffiti and unauthorized attachments shall be removed.
 - c. Failed, damaged, or blinking illumination shall be promptly replaced.
 - d. Sign areas shall be kept free and clear of all noxious substances, rubbish and weeds.
 - e. Discolored or faded panels on plastic faces shall be restored to their original condition and color.

- (h) **Encroachment into Public Street or Sidewalk.** Any sign projecting into a public right of way requires an encroachment agreement approved by the City Engineer.

- (i) **Illumination.** Channel letters, internally illuminated signs and neon signs are permitted. Bare bulbs visible from the public right of way are prohibited. On signs with external illumination, lights shall be provided with proper reflectors to concentrate the illumination on the area of the sign to prevent glare on the street or adjacent properties. All sign illumination shall adhere to the performance standards for lighting and glare in Chapter 306, Performance Standards.

- (j) **Materials.** Paper, cardboard, untreated plywood and other materials subject to rapid deterioration shall be limited to signs displayed for no more than (30) days.

305.08 Sign Standards for Residential Districts

- (a) Religious facilities, multi-family residential projects, schools, civic uses and other nonresidential uses in R districts are allowed one (1) building-mounted sign and one

- (1) monument sign with a maximum cumulative sign area of thirty-two (32) square feet.
- (b) Residential subdivisions are allowed one (1) monument sign or wall sign per street frontage for entry into the subdivision. Each sign shall not exceed a maximum size of thirty-two (32) square feet.

305.09 Sign Standards for Non-Residential Districts

Signage in non-residential districts shall comply with the standards in Table 305.09 unless a different sign area allowed for a specific use is described elsewhere in this code. Buildings without clearly defined tenant space frontage shall share total sign area allowed per building as determined in Table 305.09. All properties in non-residential districts shall be allowed a minimum sign area of twenty (20) square feet.

Table 305.09: SIGN AREA AND SIGN STANDARDS FOR SPECIFIC SIGN TYPES AND ZONING DISTRICTS		
<i>Zoning Districts (Frontage)</i>	<i>Sign Area Allowed (Sq. Ft. Per 1 Linear Ft. Of Building Frontage)</i>	<i>Permitted Sign Types</i>
DR-N, D-MX	2	Awning and canopy
		Marquee
		Projecting
		Wall
		Window
D-PO	2	Awning and canopy
		Projecting
		Monument
		Window
D-PS	2	Awning and canopy
		Marquee
		Monument
		Projecting
		Wall
		Window
DR-D, DR-S	2	Awning and canopy
		Marquee
		Projecting
		Wall
		Window
D-GC	2	Awning and canopy
		Marquee
		Monument
		Projecting
		Wall
		Window

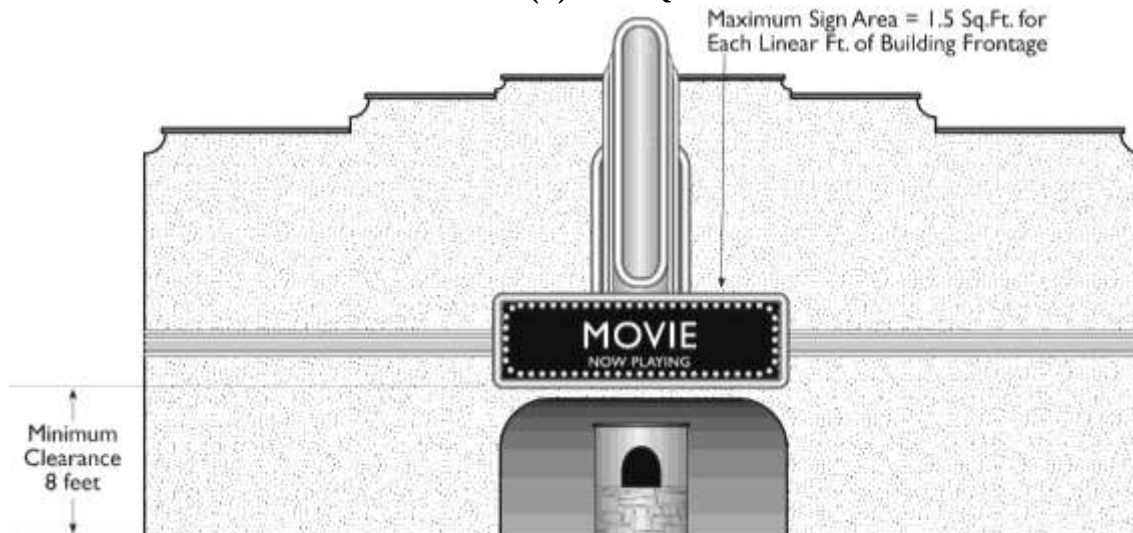
Table 305.09: SIGN AREA AND SIGN STANDARDS FOR SPECIFIC SIGN TYPES AND ZONING DISTRICTS		
<i>Zoning Districts (Frontage)</i>	<i>Sign Area Allowed (Sq. Ft. Per 1 Linear Ft. Of Building Frontage)</i>	<i>Permitted Sign Types</i>
CMX, CN, PO	1.5	Awning and canopy
		Marquee
		Monument
		Freestanding
		Projecting
		Wall
		Window
CG, CR	3	Awning and canopy
		Marquee
		Monument
		Freestanding
		Projecting
		Wall
		Window
IP, IG, IA	2	Awning and canopy
		Marquee
		Monument
		Freestanding
		Projecting
		Wall
		Window
REC, PK, PS	2	Awning and canopy
		Monument
		Freestanding
		Projecting
		Wall

305.10 Standards for Specific Types of Signs

- (a) **Awning and Canopy Signs.** Signs painted on awnings, canopies, arcades, or similar attachments or structures are allowed. Awning and canopy signs are subject to the specific zoning district standards and the following standards:

- (1) **Maximum Sign Area Per Awning or Canopy Sign:**
 - a. Downtown, CMX, and CN districts: twenty-four (24) square feet
 - b. CG, CR, and Employment districts: sixty (60) square feet
 - (2) **Sign Clearance.** Minimum of eight (8) feet.
 - (3) **Height Limit.** Twenty-five (25) feet.
 - (4) **Number of Signs.** Four (4) maximum per building façade, which includes any wall signs.
- (b) **Marquee Signs.** A sign permanently affixed to a marquee is allowed in conjunction with theaters, museums, galleries, and similar uses. Removable copy may be changed on the face of permitted marquee signs without securing a permit. Marquee signs are subject to the specific zoning district standards and the following standards:
- (1) **Maximum Number of Signs:** One (1) marquee sign per site.
 - (2) **Maximum Sign Area Per Sign:** One and one-half (1.5) square feet per linear foot of building frontage.
 - (3) **Sign Clearance.** Minimum of eight (8) feet.

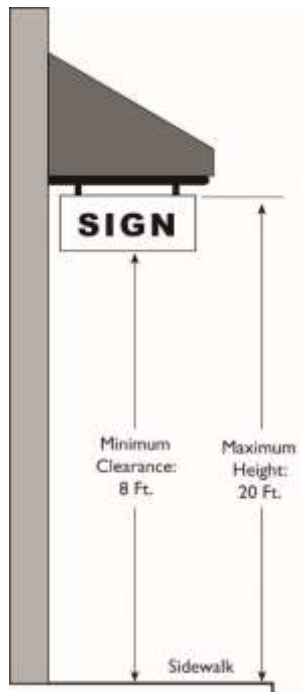
FIGURE 305.09(B): MARQUEE SIGNS



- (c) **Projecting Signs.** Signs under canopies or covers in conjunction with pedestrian walkways, or signs projecting from the building wall are allowed, subject to the specific zoning district standards and the following standards:
- (1) **Maximum Number of Signs:** One (1) projecting sign per building façade or tenant space frontage.
 - (2) **Maximum Sign Area Per Sign:** Sixteen (16) square feet; except the maximum sign area per sign is eight (8) square feet when the sign is located under a canopy or awning.
 - (3) **Sign Clearance.** Minimum of eight (8) feet.

- (4) **Height.** A projecting sign shall be erected in such a manner as not to create a traffic hazard to vehicles or pedestrians. Projecting signs shall not extend higher than twenty (20) feet above ground level or above an eave or roof, whichever is lower.
- (5) **Projection**
 - a. A projecting sign cannot extend more than three (3) feet from the building to which it is attached.
 - b. An under-canopy sign, attached to and hanging from an awning or canopy shall be located completely under the canopy or awning and shall not project beyond its edge. An under-canopy sign shall not count towards the sign area allowed.

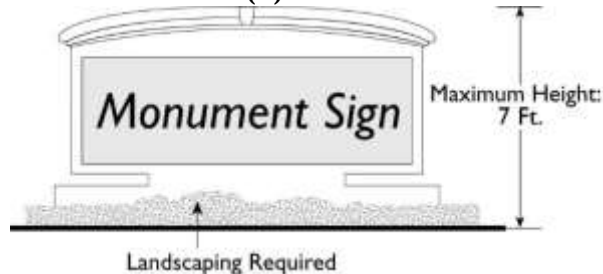
FIGURE 305.10(C): PROJECTING OR UNDER-CANOPY SIGNS



- (d) **Wall Signs.** Wall signs include any sign attached to, erected against or painted upon the wall of a building or structure, the face of which is in a single plane parallel to the plane of the wall. Wall signs also include signs on a parapet or mansard roof. Wall signs attached to the fascia shall be channel letters and shall be architecturally consistent with other signage in the development. No wall sign may cover wholly or partially any required wall opening. Wall signs are also subject to the specific zoning district standards and the following standards:
 - (1) **Maximum Number of Signs.** Four (4) maximum per building façade or tenant space frontage, which includes any awning or canopy signs.
 - (2) **Maximum Sign Area Per Sign:** Three hundred (300) square feet.

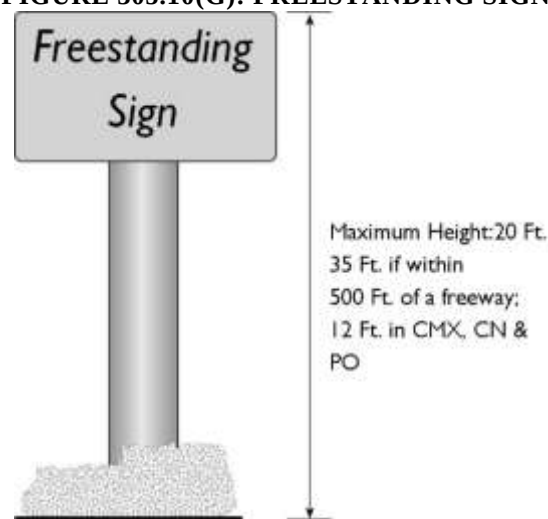
- (3) **Height.** Wall signs shall not be mounted or placed higher than the second story and shall not extend higher than the building wall upon which they are attached.
 - (4) **Coverage.** Wall sign copy shall not occupy more than seventy-five (75) percent of the length of the wall to which the sign is attached.
 - (5) **Projection.** Wall signs cannot extend more than twelve (12) inches beyond the face of the wall to which they are attached.
 - (6) **Design.** Wall signs shall be oriented to achieve balance composition and harmony with other architectural elements of a building façade.
- (e) **Window Signs.** Window signs painted or otherwise adhered directly onto a window are exempt from the permit requirements of this chapter and do not count towards the total sign area limit for a site, but are subject to the specific zoning district standards and the following standards:
- (1) **Coverage.** Window signs shall cover no more than fifty (50) percent of the total glass window area along each building façade.
 - (2) **Height.** Window signs shall not be mounted or placed on windows higher than the second story.
- (f) **Monument Signs.** Freestanding signs erected on the ground or on a monument base designed as an architectural unit are allowed, subject to the specific zoning district standards and the following standards:
- (1) **Maximum Number of Signs.** One (1) monument sign per frontage per site.
 - (2) **Maximum Sign Area Per Sign:**
 - a. D-PO, D-PS, D-GC, CMX, and CN districts: thirty-two (32) square feet.
 - b. CG, CR, and Employment districts: sixty (60) square feet
 - c. PS, REC and PK districts: thirty-two (32) square feet.
 - (3) **Height.** A maximum of seven (7) feet.
 - (4) **Landscaping.** All monument signs shall require automatic irrigated landscaping at the base equivalent to the area of the sign copy.

FIGURE 305.10(F): MONUMENT SIGNS



- (g) **Freestanding Signs.** Freestanding signs are allowed subject to the specific zoning district standards and the following standards:
- (1) **Maximum Number of Signs:** One (1) freestanding sign per site.
 - (2) **Allowable Sign Area Per Sign.** The area of any freestanding sign shall be included in the maximum allowed sign area per Table 305.09.
 - (3) **Architectural Treatment.** Freestanding signs shall be architecturally compatible in style, finish and color with the adjacent building or development. Structural supports, poles, angle bars, iron pipes, I-beams or similar structural members shall be architecturally encased with finished metal cladding, stucco, or similar material at least one foot in diameter, subject to approval by the Zoning Administrator as to proportion and architectural compatibility.
 - (4) **Landscaping.** Freestanding signs shall be placed within a landscaped planter with at least twenty-four (24) square feet of planting area. As a condition of any permit for a pole sign, additional landscaping of the property may be required where needed to better integrate sign appearance with the site through scale and softening effects.
 - (5) **Height**
 - a. A maximum of twenty (20) feet; thirty-five (35) feet within five hundred (500) feet of a freeway right of way. Pole signs shall have a minimum clearance of fourteen (14) feet over parking lots and driveways, and eight (8) feet over interior pedestrian walkways.
 - b. A maximum of twelve (12) feet in the CMX, CN and PO zone districts.
 - (6) **Projection.** Freestanding signs shall not project beyond the property line.

FIGURE 305.10(G): FREESTANDING SIGNS



(h) Other Sign Types

- (1) Commercial Center Identification Signs.** One Commercial Center Identification sign per Center may be erected in the Commercial and Employment districts, subject to the following limitations:
 - a. *Allowable Areas.* The center shall consist of a commercial or industrial development with an integrated site and design plan creating a single unified development with four (4) or more uses.
 - b. *Area Not Counted.* The area of the sign shall not count towards the sign area allowed for the individual tenant space or building on the lot.
 - c. *Sign Area Allowed.* The maximum sign area may be no more than one (1) square foot for each linear foot of street frontage, but in no case shall the total sign area exceed two hundred (200) square feet. If more than one (1) entrance to the lot exists, the maximum sign area permitted will be divided among the number of entryways and signs requested.
 - d. *Sign Height.* The maximum sign height shall not exceed twenty (20) feet in the CMX, CN and PO zone districts; thirty-five (35) feet in all other Commercial and Employment zone districts.
 - e. *Sign Base.* The sign base is to be located within a planter box or planting area at least twenty-four (24) square feet in area and the design and location is to be approved by the Zoning Administrator.
- (2) A-Frame/Sandwich Board Signs.** Temporary, portable A-frame or sandwich board signs may be erected in all nonresidential zone districts, subject to the following limitations:
 - a. *Area Not Counted.* The area of the sign shall not count towards the permissible sign area of the individual lot.
 - b. *Maximum Number of Signs.* One (1) A-frame/sandwich board sign per tenant space.
 - c. *Maximum Sign Area.* The total sign area shall not exceed a maximum of six (6) square feet per side.
 - d. *Location.* Such sign may encroach into the right of way up to two (2) feet from the property line provided there remains a five (5) foot wide walkable area when the sign is in place.
 - e. *Removal.* Such sign is to be removed during non-operational hours.
- (3) Mobile Signs.** Signs pulled on a trailer or otherwise mounted to a vehicle may be allowed subject to the following limitations:
 - a. *Permit process.* Only three such signs shall be permitted at a given time. A party wishing to present signage in a mobile or semi-mobile manner may apply for a conditional use permit. The conditional use permit will be valid for a term of one year. The three terms will initiate on a rotational basis, beginning in January, May, and September of

each year. A lottery will be held in December, April, and August of each year for the respective terms.

- b. *Materials.* A mobile sign permitted per this section shall be developed of materials as prescribed in Section 305.07, and shall include any additional design considerations to assure that such signs are securely and safely affixed to the host vehicle in consideration of its use on local streets and roadways.
- c. *Size.* Signs may not exceed the height of the vehicle to which they are affixed by more than eighteen inches, and may not extend beyond the horizontal dimensions of the trailer on which they are mounted.
- d. *Exemptions.* Decals, paint, stickers, and similar treatments affixed directly to the exterior of the host vehicle, or to a trailer, are exempted from this ordinance, provided that:
 - 1. Lighting, changeable copy, and digital signs are not permissible exemptions.
 - 2. In order for signage on a trailer to be exempt, the trailer shall meet the standard minimum dimensions established by the U.S. Department of Transportation, Federal Highway Administration, in the Federal Size Regulations for Commercial Motor Vehicles.
- e. Signs placed or displayed on vehicles parked in a conspicuous location that do not otherwise suit the above noted exemptions shall be considered mobile signage and are subject to this section.

305.11 Temporary Signs

The following types of temporary signs are permitted, provided that they conform to the standards of this section:

- (a) **Signs Associated with Non-Residential Uses:** Banners, handheld signs, portable signs and other similar temporary advertising devices shall be prohibited, except for business openings, special events, promotional events and new subdivisions being developed in the City and are subject to the following:
 - (1) A temporary sign permit shall be secured prior to the installation or display of any such sign. Issuance of a temporary sign permit may be contingent upon the overall permissible area available for temporary signs within a geographic area as identified in subsection (a)(6) of this section. In addition, the application would be reviewed in light of other temporary sign permit applications submitted for the same area, which may put such signs in conflict with subsection (a)(6) of this section.
 - (2) A temporary sign permit shall be granted for any one business or building for a period of three (3) calendar months. A temporary sign permit shall authorize the business to display a banner, handheld sign, portable sign or inflatable sign for the duration of the sign permit. A maximum of two (2) such signs may be permitted with a single application.

- (3) No more than one temporary sign permit shall be in effect simultaneously for any business.
 - (4) Each business shall be limited to a maximum of four (4) temporary sign permits in any calendar year. A temporary sign is not intended to be in lieu of a permanent sign. A temporary sign permit shall not be permitted longer than one (1) year before a permanent sign is installed.
 - (5) Each business shall be limited to a maximum of one temporary sign permit during a “going out of business sale,” or the equivalent in any calendar year.
 - (6) Unless otherwise authorized by a master sign program, freestanding temporary signs for multiple tenants of any one building, shopping center, office complex, or unified development shall be separated by a minimum of one hundred (100) feet.
 - (7) All banners, regardless of their ratio allowance of signage to linear building frontage, shall not exceed forty (40) square feet in size.
 - (8) A-frame signs are not considered temporary and as such do not apply to this section.
 - (9) No temporary sign shall be mounted on or above roofs or mansards or otherwise extend above a parapet wall or ridge line of a structure.
 - (10) During the period of time beginning sixty (60) days before a general, special, primary, or runoff election, and ending fifteen (15) days after such election, one additional temporary sign may be permitted without a temporary use permit, subject to the following size limitations:
 - a. Size Limitations in a Residential Zone District. The following size limitations apply:
 - 1. Four (4) square feet of cumulative signage when located on private property with frontage on a local street as designated in the General Plan.
 - 2. Eight (8) square feet of cumulative signage when located on private property with frontage on an Arterial or Collector Street as designated in the General Plan.
 - b. Size Limitations in a Non-Residential Zone District. The following size limitations apply:
 - 1. Sixteen (16) square feet of cumulative signage when located on private property.
 - 2. Four (4) square feet of cumulative signage when located within the public right of way.
- (b) **Signs Associated With Residential Uses.** On residential uses, non-illuminated temporary signs, with the size restrictions as specified below may be displayed at any time. However, during the period of time beginning sixty (60) days before a general, special, primary or runoff election, and ending fifteen (15) days after such election, the amount of display area may be doubled. Flags do not count toward the signage allowed under this provision.

- (1) *Size Limitations in a Residential Zone District.* The following size limitations apply:
 - a. Four (4) square feet of cumulative signage when located on private property with frontage on a local street as designated in the General Plan.
 - b. Eight (8) square feet of cumulative signage when located on private property with frontage on an Arterial or Collector Street as designated in the General Plan.
 - (2) *Size Limitations in a Non-Residential Zone District.* The following size limitations apply:
 - a. Sixteen (16) square feet of cumulative signage when located on private property.
 - b. Four (4) square feet of cumulative signage when located within the public right of way.
 - (3) *Violations.* Violation to any of the above regulatory conditions shall be deemed a public nuisance and may be summarily abated as such, and each day that such violation continues shall be regarded as a new and separate offense.
- (c) Developers of a new subdivision being developed in the City may be permitted signs subject to the following requirements:
 - (1) One (1) sign per street frontage with a maximum of three (3) temporary signs may be permitted on the subdivision site in accordance with the following:
 - a. *Maximum Sign Area.* The maximum sign area may be no more than one hundred (100) square feet (total of all signs).
 - b. *Height.* A maximum of ten (10) feet
 - c. *Duration.* Signs shall be removed twelve (12) months from the date the permit for same is issued, or within one year of the date that the most recent building permit was issued for a new house within the subdivision.
 - d. *Letter of Agreement.* A Letter of Agreement from the property owners giving the City right of entry to remove signs in the event the above stipulations are not complied with shall be submitted to the Zoning Administrator prior to the issuance of a sign permit. If at any time the property on which the signs are located is sold, the signs shall be removed, or a new Letter of Agreement shall be submitted from the buyer to permit the signs to remain and granting the City right to enter the property and remove the signs.
 - (2) Up to four (4) off-site signs may be permitted in any zone, provided that:
 - a. *Maximum Sign Area.* The maximum sign area per sign may be no more than thirty-two (32) square feet.
 - b. *Height.* A maximum twelve (12) feet.

- c. *Duration.* Said signs shall be removed twelve (12) months from the date the permit for same is issued, or within one year of the date that the most recent building permit was issued for a new house within the subdivision.
- d. *Consent of Landowner.* A completed application form, including a notarized affidavit signed by each property owner of each site is required prior to issuance of a sign permit.

305.12 Permits Required; Review Process

- (a) **Authority.** Unless otherwise stated, the Zoning Administrator shall review and approve all signs as specified in this chapter.
- (b) **Applicability.** Except for certain signs exempted in compliance with Section 305.05, Exempt Signs, no sign shall be erected, re-erected, constructed or altered (excluding change of copy on a can or cabinet sign) without Zoning Administrator approval and a building permit is issued by the Building Division.
- (c) **Applications for Filing, Processing and Review**
 - (1) **Applicant.** Sign owners or their designees shall apply for Building Permits for signs that require them.
 - (2) **Filing and Filing Fee.** Application for such permits shall be made upon forms furnished by the Zoning Administrator and accompanied by the required fee and working drawings adequate to show the location, construction and design, including colors, materials, lighting, electrical elements, and advertising copy, of the sign in accordance with applicable sign design guidelines and the linear footage of building frontage owned or leased by the business
 - (3) **Compliance with Standards.**
 - a. Upon acceptance of a sign application, the Zoning Administrator shall review the request for compliance with the locational and operational standards identified in this chapter, and with any standards established in a Master Sign Program pursuant to Section 305.13, Master Sign Program.
 - b. The Zoning Administrator's decision shall clearly state any conditions of approval or reasons for disapproval and applicable appeal provisions.
- (d) **Appeals.** Decisions by the Zoning Administrator may be appealed subject to the provisions of Chapter 612, Appeals.

305.13 Master Sign Program

- (a) **Purpose.** The purpose of a Master Sign Program is to provide a method for an applicant to integrate the design and placement of signs within a project with the overall development design to achieve a more unified appearance. It is not the intent

of this section to be used solely to request relief from the sign regulations in order to circumvent any requirements or purpose of this chapter.

- (b) **Applicability.** A Master Sign Program may be processed for any development. However, shown below are examples of when a Master Sign Program may be most appropriate:
 - (1) Nonresidential developments of three (3) or more separate tenants that share either the same parcel or structure and use common access and parking facilities (e.g., shopping centers, malls, office complexes and industrial parks); or
 - (2) Developments with multiple structures with limited frontage or no frontage on a public street; or
 - (3) Businesses conducted primarily outside of a building; or
 - (4) New multi-family residential developments of one hundred (100) or more units, or
 - (5) Other developments where the strict application of the sign code unduly restricts the allowable signage that can be located on the parcel.
- (c) **Application.** Master Sign Program applications shall contain all written and graphic information needed to fully describe the proposed sign program, including the proposed location and dimension of each sign, as well as proposed color schemes, font types, materials, methods of attachment or support, and methods of illumination. A Master Sign Program application shall also include calculation of total allowed sign area, and total proposed sign area, for the site.
- (d) **Allowable Modifications.** A Master Sign Program may provide for additional sign area and other deviations from the standards of this chapter, provided that the Master Sign Program is consistent with the sections on design principles and general standards.
- (e) **Review Authority.** All Master Sign Programs are subject to review and approval of the Zoning Administrator, unless the signs are associated with a project that requires City Council review and approval; then the City Council shall review and approve it as part of the overall project approval.
- (f) **Required Findings.** In order to approve a Master Sign Program, the decision-making body shall find that all of the following are met, in addition to other applicable regulations in this section:
 - (1) The proposed signs are compatible in style and character with any building to which the signs are to be attached, any surrounding structures and any adjoining signage on the site;
 - (2) Future tenants will be provided with adequate opportunities to construct, erect or maintain a sign for identification;
 - (3) Directional signage and building addressing is adequate for pedestrian and vehicular circulation and emergency vehicle access; and

- (4) Use of the Master Sign Program provides a more desirable functional and aesthetic appearance than would otherwise be provided by standard code requirements.
- (g) **Lessees to Be Informed of Master Sign Program.** Lessees within developments subject to the requirements of an approved Master Sign Program shall be made aware of the Master Sign Program in their lease.
- (h) **Revisions to Master Sign Programs.** Revisions to an approved Master Sign Program shall be approved by the Zoning Administrator.

305.14 Nonconforming Signs

- (a) All legal nonconforming signs are permitted to remain unless they are subject to a permit condition or development agreement providing for their removal after a fixed period of time.
- (b) Any changes to legal nonconforming signs or their structures in terms of location, orientation, size, or height other than routine maintenance and repair or change of sign copy shall require the signs to be brought into conformance with this chapter.
- (c) A legal nonconforming sign loses its legal nonconforming status when the activity, product, business, service, or other use which was being advertised has ceased or vacated the premises for one hundred eighty (180) days, at which time it shall be considered an abandoned sign, subject to the requirements of Section 305.07(c), Abandoned Signs.

305.15 Abatement and Removal of Illegal Signs

- (a) **Authority to Abate.** The City has the authority to abate illegal and abandoned signs.
- (b) **Illegal Signs in the Public Right-of-Way.** Illegal signs posted in the public right-of-way or upon public property may be removed by the Zoning Administrator or officer without notice or hearing. Signs shall be retained by the City for a period of not less than thirty (30) days if identifiable. Thereafter, any unclaimed signs may be discarded.
- (c) **Recovery of Costs.** When the City is required to remove illegal or abandoned signs in compliance with this chapter, the reasonable cost of the removal may be assessed against the owner of the sign(s).
- (d) **Sign Removal**
 - (1) Any sign, including its supporting structure, which no longer identifies the current occupant or products currently sold, or which otherwise fails to serve its original purpose, or is not maintained in a safe, presentable, and good condition, including the replacement of defective parts, painting, repainting, and cleaning, shall be removed by the owner of the property within 30 calendar days after written notice to do so from the Building Division.

- (2) Any sign which the Building Division establishes as unsafe or unsecure shall be corrected or removed, together with all supporting structures, by the owner of the property upon which the sign is located within thirty (30) days after written notice by the Building Division.
- (3) Such notice shall state the location of the sign, the nature of the violation, and/or the manner in which the sign constitutes a public nuisance. The notice also shall require the removal or other abatement of the sign before the date specified in the notice. Further, the notice shall state that failure to comply may result in the removal of the sign by the City and that the cost of such removal may be imposed on the owner of the property. The notice shall also include instructions for the filing of an appeal of the determination of the Zoning Administrator that the sign is in violation of this chapter or constitutes a public nuisance. Such notice shall be served by posting on the property on which the sign is located and by registered or certified mail delivery, postage prepaid to the owner of the property, and, if known, the owner of the sign.
- (4) After the periods specified in paragraphs (1) and (2) above, the Building Division may cause such sign to be removed, and the cost of such removal shall become a lien against the property.
- (5) If a hazardous condition exists, the condition shall be corrected forthwith upon notice by the Building Division.

If an appeal is received prior to the date specified in the notice, abatement proceedings shall be suspended, and any deadlines shall be suspended, pending the outcome of such appeal.

Chapter 306 Performance Standards

Sections:

306.01	Purpose
306.02	Applicability
306.03	General Standard
306.04	Location of Measurement for Determining Compliance
306.05	Noise
306.06	Vibration
306.07	Lighting and Glare
306.08	Maintenance
306.09	Odors
306.10	Heat and Humidity
306.11	Air Contaminants
306.12	Liquid or Solid Wastes
306.13	Fire and Explosive Hazards
306.14	Hazardous and Extremely Hazardous Materials
306.15	Electromagnetic Interference
306.16	Radioactivity

306.01 Purpose

The specific purposes of this chapter are to:

- (a) Establish permissible limits and permit objective measurement of nuisances, hazards, and objectionable conditions;
- (b) Ensure that all uses will provide necessary control measures to protect the community from nuisances, hazards, and objectionable conditions; and
- (c) Protect any industry from arbitrary exclusion.

306.02 Applicability

The requirements in this chapter apply to all land uses in all zoning districts, unless otherwise specified.

306.03 General Standard

Land or buildings shall not be used or occupied in a manner creating dangerous, injurious, or noxious fire, explosive or other hazard; noise, vibration, smoke, dust, odor, or form of air pollution; heat, cold, dampness, electrical or other disturbance; glare, refuse, or wastes; or other substances, conditions or elements which would substantially affect the surrounding area in an adverse manner.

306.04 Location of Measurement for Determining Compliance

Measurements necessary for determining compliance with the standards of this chapter shall be taken at the lot line of the establishment or use that is the source of a potentially objectionable condition, hazard, or nuisance.

306.05 Noise

- (a) **General Requirements.** No use may generate noise that is in violation of the City's Noise Standards contained in Chapter 18, Article IX, of the Porterville Municipal Code or other standards as may be adopted by the City Council.
- (b) **Acoustic Study.** An acoustic study shall be required for any proposed project which could create or be subject to a noise exposure greater than that deemed "normally acceptable" by the General Plan.
- (c) **Noise Attenuation Measures.** Noise attenuation measures necessary to reduce noise impacts to acceptable levels to the extent feasible may be required to be incorporated into a project in accordance with the following:
 - (1) All new residential development shall achieve interior noise level reductions through sound insulation and other measures to meet the General Plan land use compatibility standards by acoustical design and construction of the structure and building elements.
 - (2) New dwelling units exposed to an exterior DNL above sixty-five (65) dB shall incorporate the following noise reduction measures:
 - a. All facades shall be constructed with substantial weight and insulation;
 - b. Sound-rated windows providing noise reduction performance similar to that of the façade shall be included for all exterior entries;
 - c. Acoustic baffling of vents is required for chimneys, fans, and gable ends; and
 - d. Installation of a mechanical ventilation system affording comfort under closed window conditions.
 - (3) Sound walls or other attenuation measures designed to reduce noise by a minimum of ten (10) dB in residential areas adjacent to State highways when additional lanes are added or when new residential development or sensitive receptors would be exposed to noise above sixty-five (65) dB.
 - (4) Other measures identified in an acoustic study conducted for the proposed project as necessary to reduce noise levels to "normally acceptable" levels.

306.06 Vibration

No vibration shall be produced that is discernible without the aid of instruments by a reasonable person at the lot lines of the site. Vibrations from temporary construction, demolition, and vehicles that enter and leave the subject parcel (e.g. construction equipment, trains, trucks, etc.) are exempt from this standard.

306.07 Lighting and Glare

Activities, processes, and uses shall be operated in compliance with the following provisions:

- (a) **Mechanical or Chemical Processes.** Light or glare from mechanical or chemical processes, high-temperature processes such as combustion or welding, or from reflective materials on buildings or used or stored on a site, shall be shielded or modified to prevent casting of adverse light or glare onto other properties.
- (b) **Lighting.** Lights shall be placed to deflect light away from adjacent properties and public streets, and to prevent adverse interference with the normal operation or enjoyment of surrounding properties. Direct or sky-reflected glare from floodlights shall not be directed into any other property or street. Except for public street lights, no light or combination of lights, or activity shall cast light on a public street exceeding one (1) foot-candle as measured from the centerline of the street. No light, combination of lights, or activity shall cast light onto a residentially zoned property, or any property containing residential uses, exceeding one-half foot-candle. Refer to Section 300.07 Lighting and Illumination and Section 304.10(g) Parking Lot Lighting for additional lighting standards required by this code.
- (c) **Glare.** No use shall be operated such that significant, direct glare, incidental to the operation of the use is visible beyond the boundaries of the lot where the use is located.

306.08 Maintenance

Sites and facilities shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times.

- (a) **Walls.** Walls shall be maintained in good repair, including painting, if required, and shall be kept free of graffiti, litter, or advertising. Where hedges are used as screening, trimming or pruning shall be employed as necessary to maintain the maximum allowed height.
- (b) **Signs.** Every sign displayed within the city, including exempt signs, shall be maintained in good physical condition. All defective or broken parts shall be replaced. Exposed surfaces shall be kept clean, in good repair, free from graffiti, and painted where paint is required. The Zoning Administrator may order the repair or removal of any sign determined by the City to be unsafe, defective, damaged, or substantially deteriorated.
- (c) **Landscaping.** All planting and other landscape elements shall be permanently maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning, fertilizing, and regular watering. Wherever necessary, plantings shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements.
- (d) **Trees.** Trees shall be maintained by property owners to be free from physical damage or injury arising from lack of water, chemical damage, accidents, vandalism, insects and disease. Any tree showing significant damage shall be replaced with another tree.

- (e) **Parking Lots.** Parking lots, including landscaped areas, driveways, and loading areas, shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times.

306.09 Odors

No use, process, or activity shall produce objectionable odors that are perceptible without instruments by a reasonable person at the lot lines of a site.

306.10 Heat and Humidity

Uses, activities, and processes shall not produce any emissions of heat or humidity that cause distress, physical discomfort, or injury to a reasonable person, or interfere with ability to perform work tasks or conduct other customary activities. In no case shall heat emitted by a use cause a temperature increase in excess of five (5) degrees Fahrenheit on another property.

306.11 Air Contaminants

Uses, activities, and processes shall not operate in a manner that emits excessive dust, fumes, smoke, or particulate matter.

- (a) **Compliance.** Sources of air pollution shall comply with rules identified by the Environmental Protection Agency (Code of Federal Regulations, Title 40), the California Air Resources Board, and the San Joaquin Valley Air Pollution Control District (SJVAPCD).
- (b) **SJVAPCD Permit.** Operators of activities, processes, or uses that require “approval to operate” from the SJVAPCD, shall file a copy of the permit with the Planning Division within thirty (30) days of permit approval.

306.12 Liquid or Solid Wastes

- (a) **Discharges to Water or Sewers.** Liquids and solids of any kind shall not be discharged, whether directly or indirectly, into a public or private body of water, sewage system, watercourse, or into the ground, except in compliance with applicable regulations of the California Regional Water Quality Control Board (California Administrative Code, Title 23, Chapter 3 and California Water Code, Division.)
- (b) **Solid Wastes.** Solid wastes shall be handled and stored so as to prevent nuisances, health, safety and fire hazards, and to facilitate recycling. There shall be no accumulation outdoors of solid wastes conducive to the breeding of rodents or insects, unless stored in closed containers.

306.13 Fire and Explosive Hazards

All activities, processes and uses involving the use of, or storage of, flammable and explosive materials shall be provided with adequate safety devices against the hazard of fire and explosion. Firefighting and fire suppression equipment and devices standard in industry shall be approved by the Fire Department. All incineration is prohibited with the exception of those substances such as, but not limited to, chemicals, insecticides, hospital materials and waste

products, required by law to be disposed of by burning, and those instances wherein the Fire Department deems it a practical necessity.

306.14 Hazardous and Extremely Hazardous Materials

The use, handling, storage and transportation of hazardous and extremely hazardous materials shall comply with the provisions of the California Hazardous Materials Regulations and the California Fire and Building Code, as well as the laws and regulations of the California Department of Toxic Substances Control and the County Environmental Health Agency. Activities, processes, and uses shall not generate or emit any fissionable or radioactive materials into the atmosphere, a sewage system or onto the ground.

306.15 Electromagnetic Interference

No use, activity or process shall cause electromagnetic interference with normal radio and television reception in any R district, or with the function of other electronic equipment beyond the lot line of the site in which it is situated. All uses, activities and processes shall comply with applicable Federal Communications Commission regulations.

306.16 Radioactivity

No radiation of any kind shall be emitted that is dangerous to humans.

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Chapter 307 Nonconforming Uses, Structures, and Lots

Sections:

307.01	Purpose
307.02	Applicability
307.03	Establishment of Legal Nonconforming Uses and Structures
307.04	Continuation and Maintenance of Nonconforming Structures
307.05	Alterations and Enlargements to Nonconforming Structures
307.06	Classification of Nonconforming Uses
307.07	Changes and Substitutions of Nonconforming Uses
307.08	Restoration of Damaged Nonconforming Structures
307.09	Correction of Nonconforming Site Features
307.10	Abandonment of Nonconforming Uses

307.01 Purpose

The specific purpose of this chapter is to permit continuation of uses and continued occupancy and maintenance of structures that were legally established but do not comply with all of the standards and requirements of this Ordinance in a manner that does not impair public health, safety, and general welfare.

307.02 Applicability

These provisions apply to structures, land and uses that have become nonconforming by operation of this Ordinance and that remain in a nonconforming status by application of this chapter, as well as structures, land, and uses that hereafter become nonconforming due to annexation to the City or amendments to the zoning map or development Ordinance text.

307.03 Establishment of Legal Nonconforming Uses and Structures

- (a) **Nonconformity.** A non-conformity may result from any inconsistency with the requirements of this Ordinance, including but not limited to location, density, height, yard, usable open space, buffering, or performance standards or the lack of a Conditional Use Permit, variance, or other required authorization. A use or structure shall not be deemed nonconforming solely because it does not conform with the parking dimension standards, loading, planting area, or screening regulations of the district in which it is located or does not conform to the standards for the following building features: garage door location; garage door width; chimney height; cornices, eaves, and other ornamental features that exceed maximum projections into required yards; or bay windows and balconies above the first floor that exceed maximum projections into required yards.
- (b) **Nonconforming Uses and Structures—Right to Continue.** Any use or structure that was legally established prior to the effective date of this Ordinance or of any subsequent rezoning or amendment shall be deemed to be in compliance with this Ordinance and may be continued and maintained indefinitely if it has remained in continuous existence. The right to continue a nonconforming use or structure shall run with the land. However, no substitution, expansion, or other change in use and no

alteration or other change in structures is permitted, except as otherwise provided in this chapter.

307.04 Continuation and Maintenance of Nonconforming Structures

Legal nonconforming structures may be continued and maintained in compliance with the requirements of this chapter unless deemed to be a public nuisance because of health or safety conditions.

- (a) **Maintenance and Nonstructural Repairs.** Maintenance, non-structural repairs and non-structural interior alterations are permitted to a nonconforming structure or to a structure occupied by a nonconforming use, so long as the changes and improvements do not enlarge or extend the structure.
- (b) **Structural Repairs.** Structural repairs that do not enlarge or extend the structure, including modification or repair of bearing walls, columns, beams or girders, may be undertaken only when the Building Official determines that such modification or repair is immediately necessary to protect public health and safety, occupants of the nonconforming structure, or occupants of adjacent property and when the cost of such work does not exceed fifty (50) percent of the higher of the assessed value of the nonconforming structure as determined by the Tulare County Assessor or an appraisal performed by a certified appraiser for the applicant. If an applicant chooses not to submit an appraisal, the Tulare County Assessor's determination shall be used.

307.05 Alterations and Enlargements to Nonconforming Structures

Nonconforming structures may be enlarged, extended, structurally altered or repaired as long as the use of the property is conforming, and subject to the following provisions:

- (a) **Nonconforming Single-Family Dwellings.** A Single-Family Dwelling that is nonconforming with respect to one (1) or more required setbacks may be enlarged or altered, subject to the following standards:
 - (1) **Interior Side and Rear Setbacks.** Additions or enlargements that maintain a nonconforming interior side or rear yard setback are permitted as long as the addition does not:
 - a. Further reduce any nonconforming side or rear setback;
 - b. Create any new encroachment into any other required setback;
 - c. Increase the existing height of the portion of the structure that is within the required setback;
 - d. Result in a violation of applicable standards for building coverage, parking, or useable open space; or
 - e. Result in a violation of any standard of the Building Code.
 - (2) **Front Setbacks.** Additions or enlargements that vertically or horizontally extend a nonconforming front yard setback may be approved based on a finding that the proposed addition will maintain the average setback of development on the same block front within two hundred (200) feet of the lot.

- (3) **Height.** Additions or enlargements that horizontally extend a nonconforming side or rear setback of any portion of a structure that is nonconforming with respect to height may be approved based on findings that the proposed alteration will not:
 - a. Substantially interfere with solar access available to surrounding properties;
 - b. Reduce the privacy of surrounding properties; or
 - c. Create a structure that is incompatible with the character of surrounding development due to its bulk or form.
- (b) **Nonconforming Parking**
 - (1) **Nonresidential Structures.** A nonresidential structure that is nonconforming because it does not satisfy the parking requirements of this Ordinance may not be expanded unless the parking spaces that are required for the expansion are provided in accordance with applicable provisions of Chapter 304, On-Site Parking and Loading.
 - (2) **Residential Structures.** A residential structure that is nonconforming because two (2) spaces have not been previously required by this Ordinance may be altered or expanded with only one (1) covered space, provided that such alterations or expansions of habitable space in an individual dwelling shall not cumulatively exceed twenty-five (25) percent of the habitable floor area at the time of the first expansion or alteration.
 - (3) **Exception.** No residence may be constructed or expanded by more than one thousand (1,000) square feet of additional habitable area without providing parking in accordance with the applicable provisions of Chapter 304, On-Site Parking and Loading.
- (c) **Nonconforming Lot Coverage.** A structure that is nonconforming because it exceeds the maximum allowable lot coverage may be expanded in floor area only if the expansion does not increase the lot coverage.

307.06 Classification of Nonconforming Uses

The City Council may classify legally established nonconforming uses for the purpose of determining whether to permit substitution or expansion subject to the requirements of the following section. The classification of any use or structure shall be optional and shall be based on written application by the property owner or his/her designee, including such information as may be deemed necessary to determine that the use was legally established and to make any other findings that may be required.

- (a) **Class I.** Class I nonconforming uses are designated by the City Council following a public hearing and based on findings that:
 - (1) The existing nonconforming use was legally established;
 - (2) The proposed expansion or substitution of the nonconforming use would not be detrimental to public health, safety, or welfare;

- (3) The proposed expansion or substitution would not be inconsistent with the General Plan and would not preclude or interfere with implementation of any applicable adopted City plan;
 - (4) The proposed use will not depress the value of nearby properties; and
 - (5) No useful purpose would be served by strict application of the provisions or requirements of this Ordinance with which the use or structure does not conform.
- (b) **Class II.** Class II nonconforming uses include any legally established non-residential use that involves the following:
- (1) Storage, use, or generation of hazardous materials, processes, products, or wastes;
 - (2) Activity that may be detrimental to public health and safety because of the potential to create dust, glare, heat, noise, noxious gases, odor, smoke, vibration;
 - (3) Conditions that would be incompatible with surrounding uses; or
 - (4) Any nonconforming Sexually Oriented Business.

307.07 Changes and Substitutions of Nonconforming Uses

No legal nonconforming use shall be substantially expanded or changed in operation without the approval of a Conditional Use Permit as provided for in this chapter. This requirement shall not apply to a change of ownership, tenancy, or management where the new use is in the same classification as the previous use, as defined in Chapter 701: Use Classifications, and the use is not expanded.

- (a) **Change from Nonconforming to Permitted Use.** Any nonconforming use may be changed to a use that is allowed by right in the zoning district in which it is located and complies with all applicable standards for such use.
- (b) **Conditional Use Permit to Legalize Use.** Any use that is nonconforming solely by reason of the absence of a Conditional Use Permit may be changed to a conforming use by obtaining the required permit.
- (c) **Change from Nonconforming Use to Other Nonconforming Use.** The City Council may allow the expansion of a Class I use, substitution of a Class II nonconforming use with a Class I nonconforming use, or substitution of a Class I nonconforming use with another Class I nonconforming use, subject to approval of a Conditional Use Permit and the requirements of this chapter.
 - (1) **Within a Structure That Conforms to the Development Ordinance.** A Class I nonconforming use in a structure that conforms to this Ordinance and to the requirements of the Building Code may expand the floor area that it occupies, subject to Conditional Use Permit approval provided that no structural alteration is proposed or made for the purpose of the expansion.

- a. A nonconforming use may not be expanded to occupy all or a part of another structure or another lot that it did not occupy on the effective date of this Ordinance.
 - b. The expansion of the nonconforming use shall not exceed fifty (50) percent of the area that the nonconforming use legally occupies at the time of application.
- (2) ***Within a Structure That Does Not Conform to the Development Ordinance.*** A Class I nonconforming use in a structure that does not conform to the requirements of this Ordinance may expand its occupancy and building floor area subject to the requirements of paragraph one (1) above.
- (3) ***Within a Structure That Does Not Conform to the Building Code.*** Any nonconforming use in a structure that does not conform to the Building Code may not expand the area it occupies. A Class I nonconforming use may expand the area it occupies subject to Conditional Use Permit approval after the structure is brought into conformance with all applicable Building Code requirements.
- (4) ***City Council Review.*** The City Council shall hold a public hearing, pursuant to the procedures established in Chapter 601, Common Procedures, on each application for a change or substitution of use. In addition to any other findings that may be required, the City Council shall find that:
 - a. The proposed new use will be more compatible with the purposes of the district and surrounding uses than the nonconforming use it replaces;
 - b. The proposed new use will not be detrimental to the health, safety, peace, comfort or general welfare of persons residing or working in the surrounding area or be detrimental or injurious to property and improvements of adjacent properties, the surrounding area, or the neighborhood because of noise, traffic generation, odors, dust, glare, vibrations, or other effects; and
 - c. The proposed new use will comply with all applicable standards or there are special circumstances peculiar to the property and its relation to surrounding uses or to the district itself that would justify modification to applicable standards.
- (5) ***Standards for Council Determination.*** In making its findings and conclusions pursuant to paragraph four (4) above, the City Council shall consider the following factors:
 - a. Noise;
 - b. Traffic generation;
 - c. Hours of operation;
 - d. Noxious or annoying emissions of odor, smoke, waste water or other matters;
 - e. Proximity of the use to conforming uses;
 - f. Extent and severity of nonconformity;

- g. Effect of the nonconforming use on surrounding conforming uses;
 - h. Character of the surrounding neighborhood, including the number and proportion of nonconforming uses;
 - i. Access to the nonconforming use;
 - j. Maintenance of the nonconforming use; and
 - k. Any other factors the City Council deems relevant given the purposes of this chapter.
- (6) **Conditions.** When making its decision on an application for a change or substitution of use, the Council may establish conditions that are necessary to accomplish the purposes of this chapter, including, but not limited to:
- a. Required improvement of, or modifications to existing improvements on, the property;
 - b. Limitations on hours of operations;
 - c. Limitations on the nature of operations; and
 - d. A specified term of years for which the continued nonconforming use shall be allowed.
- (7) **Revocation of Approved Changes of Nonconforming Use.** The City Council may initiate a review of a changed or substituted nonconforming uses upon its own motion, or following a recommendation from the Zoning Administrator, in accordance with Section 601.10, Revocation of Approvals, and the following standards and procedures.
- a. *Initiation of Revocation Procedure.* Initiation of City Council review of a nonconforming use approved pursuant to this section shall first require a report from the Zoning Administrator based upon the Zoning Administrator's independent investigation and determination, recommending action by the Council.
 - b. *City Council Review and Decision.* The City Council shall hold a public hearing, pursuant to the procedures established in Chapter 601, Common Procedures. Upon the conclusion of the public hearing, the Council shall determine whether the nonconforming status shall be revoked and the use discontinued or allowed to continue subject to conditions. In making its determination the Council shall base its decision on the same considerations it used when approving the Conditional Use Permit to allow a change or substitution of a nonconforming use and the standards in paragraph five (5) above.

307.08 Restoration of Damaged Nonconforming Structures

- (a) **Restoration When Damage is Less than Seventy-Five (75) Percent of Value.** If a nonconforming structure or a structure containing a nonconforming use is destroyed by fire or other calamity, to the extent of seventy-five (75) percent or less of the replacement cost, as determined by the Building Official, the structure may be restored and the nonconforming use may be resumed, provided that a building permit

for restoration is issued within six (6) months and restoration work is diligently pursued to completion.

- (b) **Restoration When Damage Exceeds Seventy-Five (75) Percent of Value.** If any nonconforming structure or a structure containing a nonconforming use is destroyed by fire, explosion or other casualty or act of God to an extent of seventy-five (75) percent or greater of the replacement cost, as determined by the Building Official, then the structure may be restored and used only in compliance with the applicable regulations for the district where it is located, except as provided below.

Exceptions for Residential Structures.

Any nonconforming residential use may be reconstructed, restored, or rebuilt up to the size and number of dwelling units prior to the damage and the nonconforming use, if any, may be resumed unless the City finds that:

1. The reconstruction, restoration, or rebuilding will be detrimental or injurious to the health, safety, or general welfare of persons residing or working in the neighborhood, or will be detrimental or injurious to property and improvements in the neighborhood.
 2. The existing nonconforming use of the building or structure can be more appropriately moved to a zoning district in which the use is permitted, or that there no longer exists a district in which the existing nonconforming use is permitted.
- (c) Any reconstruction, restoration, or rebuilding undertaken pursuant to this section shall conform to all applicable Building Code requirements.
- (d) A building permit shall be obtained within two (2) years after the date of the damage or destruction.

307.09 Correction of Nonconforming Site Features

Prior to occupancy of a site or structure that is nonconforming due to lack of one (1) of the following: screening of mechanical equipment; required walls or fences to screen parking; required paving for driveways; or required landscaping; a schedule for elimination or substantial reduction of these nonconformities over a period not exceeding five (5) years shall be submitted. Priority may be given to elimination of nonconformities that have a significant adverse impact on surrounding properties, and shall not require a commitment to remove nonconformities that have a minor impact and would be costly to eliminate due to the configuration of the site and the location of existing structures.

307.10 Abandonment of Nonconforming Uses

No nonconforming use may be resumed, reestablished, reopened or replaced by any other nonconforming use after it has been abandoned or vacated for a period of six (6) months, except as provided for in this section. The nonconforming use of a legally established structure may be reestablished if the City Council approves a Conditional Use Permit after making all the following findings in addition to any other required findings. As a condition

of approving the resumption of such nonconforming use, the Council may impose a time limit on its duration if necessary in order to make the required findings.

- (a) The structure cannot be used for any conforming use because of its original design or because of legal structural changes made for a previous nonconforming use;
- (b) The structure can be reasonably expected to remain in active use for a period of twenty (20) years without requiring repairs or maintenance in excess of fifty (50) percent of the replacement cost of the structure, as defined in this chapter, within any five (5) year period; and
- (c) The continuation of the use or structure will not be incompatible with or detrimental to surrounding conforming uses.



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Second Reading of Ordinance 1860 - Adopting Various 2019 Building Codes

SOURCE: Administrative Services

COMMENT: Ordinance 1860, An Ordinance of the City Council of the City of Porterville Amending Chapter 7, Article I, of the Municipal Code of the City of Porterville and Adopting by Reference the 2019 Editions of the California Administrative Code, the California Building Code, along with Designated Appendices, the California Residential Code along with Designated Appendices, the California Energy Code, the California Historical Buildings Code, the California Existing Building Code, and the California Referenced Standards Code as Published by the International Code Council, was given first reading on October 15, 2019, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1860, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1860 - Building Codes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1860

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 7, ARTICLE I, OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND ADOPTING BY REFERENCE THE 2019 EDITIONS OF THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA BUILDING CODE ALONG WITH DESIGNATED APPENDICES, THE CALIFORNIA RESIDENTIAL CODE ALONG WITH DESIGNATED APPENDICES, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL BUILDINGS CODE, THE CALIFORNIA EXISTING BUILDING CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL.

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS FOLLOWS:

A. The following sections of the Municipal Code of the City of Porterville are hereby amended to read as follows:

SECTION 7-1 ADOPTION

Adoption of the 2019 Edition of the California Administrative Code Title 24 Part 1; 2019 California Building Code Part 2, Volumes 1 and 2; the 2019 California Residential Code Title 24 Part 2.5; the 2019 Energy Code Title 24 Part 6; the 2019 Edition of the California Historical Buildings Code Title 24 Part 8; the 2019 Edition of the California Existing Buildings Code Title 24 Part 10; and the 2019 Edition of the California Referenced Standards Code Title 24 Part 12.

That certain codes in book form to which more particular reference is herein made, regulating the construction, erection, alteration, repair, removal, demolition, conversion, equipment, use, height, area and maintenance of buildings in the City of Porterville, together with the amendments thereof, herein specifically set forth, together with the penalty for violation herein set forth to be known as the Building Codes compiled by and adopted by the International Code Council, Inc., together with the following appendixes: J and O of the 2019 California Building Code; H, J, V, and X of the 2019 California Residential Code Part 2.5; thereto are hereby adopted and enacted by the Council of the City of Porterville, to all intents and purposes

and to the same effect as if each and every sentence, paragraph, word and clause in said codes mentioned are referred to herein or therein were fully and specifically set forth herein, with the exception of the penalty provision thereof.

SECTION 7-2 COPIES ON FILE:

Reference is hereby made to one (1) copy of said California Building Code, 2019 Edition, compiled by and adopted by the International Conference of Building Officials, heretofore filed in the office of the Building Official of the City of Porterville and said California Building Code is by reference adopted herein as provided by law.

SECTION 7-3 BUILDING CODE AMENDMENTS

There are no local amendments to the 2019 Codes. The City of Porterville reserves the right to amend the Codes mentioned herein by way of public hearing and Ordinance adoption at a later date if deemed necessary.

SECTION 7-3.4. PENALTY FOR VIOLATION:

It shall be unlawful for any person, firm or corporation to enlarge, alter, repair, move, improve, remove, convert, or equip, use, occupy or maintain any building or structure in the City of Porterville, or cause the same to be done contrary to or in violation of the provisions of this article or of the building code above adopted by reference, together with the amendments thereto; and any person, firm or corporation violating any of the provisions of this article or of said building code, as amended, shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violations of the provisions of this article or of the California Building Code, 2019 Edition, is committed or permitted; and upon conviction of any such violation, such person shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the City or County jail for a period of not exceeding six (6)

months or both such fine and imprisonment.

SECTION 7-3.5. SEVERABILITY:

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are severable.

B. Ordinance No. 1834 of the Municipal Code of the City of Porterville is hereby repealed.

C. This Ordinance shall be in full force and in effect on January 1, 2020.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2019.

ATTEST:
John D. Lollis, City Clerk

Martha A. Flores, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Second Reading of Ordinance 1861 - Adopting 2019 California Mechanical Code

SOURCE: Administrative Services

COMMENT: Ordinance 1861, An Ordinance of the City Council of the City of Porterville Amending Chapter 7, Article IA, of the Municipal Code of the City of Porterville Adopting by Reference the 2019 Edition of the California Mechanical Code Published by the International Association of Plumbing and Mechanical Officials, was given first reading on October 15, 2019, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1861, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1861 - Mechanical Code

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1861

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 7, ARTICLE 1A, OF THE MUNICIPAL CODE OF
THE CITY OF PORTERVILLE ADOPTING BY REFERENCE
THE 2019 EDITION OF THE CALIFORNIA MECHANICAL CODE
PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF PLUMBING AND
MECHANICAL OFFICIALS.**

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS
FOLLOWS:

A. The following section of the Municipal Code of the City of Porterville is hereby
amended to read as follows:

SECTION 7-4 ADOPTION

Adoption of the 2019 Edition of the California Mechanical Code, Title 24, Part 4 and
Referenced Standards.

That certain code in book form to which more particular reference is hereinafter made
regulating the installation and maintenance of heating, ventilating, cooling, and refrigeration
systems, to be known and referred to as the California Mechanical Code along with the
Referenced Standards is hereby adopted and enacted by the Council of the City of Porterville as
an ordinance of the City of Porterville, to all intents and purposes and to the same effect as if
each and every sentence, comma, paragraph, word, phrase, and clause in said code mentioned or
referred to therein or herein were and each thereof was fully and specifically set forth herein.

Reference is hereby made to one (1) copy of the 2019 Edition of the California
Mechanical Code published by the International Association of Plumbing and Mechanical
Officials filed with the Building Official of the City of Porterville and said code is by reference
adopted herein as provided by law.

SECTION 7-4.2. SEVERABILITY:

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are severable.

B. That Ordinance No.1835 of the Municipal Code of the City of Porterville is hereby repealed.

C. This Ordinance shall be in full force and in effect on January 1, 2020.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Second Reading of Ordinance 1862 - Adopting 2019 California Plumbing Code

SOURCE: Administrative Services

COMMENT: Ordinance 1862, An Ordinance of the City Council of the City of Porterville Amending Chapter 2, Article II, of the Municipal Code of the City of Porterville Adopting by Reference the 2019 Edition of the California Plumbing Code Published by the International Association of Plumbing and Mechanical Officials, was given first reading on October 15, 2019, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1862, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1862 - Plumbing Code

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1862

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 7, ARTICLE II, OF THE MUNICIPAL CODE OF
THE CITY OF PORTERVILLE ADOPTING BY REFERENCE
THE 2019 EDITION OF THE CALIFORNIA PLUMBING CODE
PUBLISHED BY THE INTERNATIONAL ASSOCIATION OF PLUMBING AND
MECHANICAL OFFICIALS.**

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS
FOLLOWS:

A. That Chapter 7, Article II, Section 7-6 of the Municipal Code of the City of Porterville
is amended to read as follows:

SECTION 7-6. ADOPTION

Adoption of the 2019 Edition of the California Plumbing Code Title 24 Part 5, the
Referenced Standards, and Appendixes C, H, and M.

That certain code in book form to which more particular reference is hereinafter made,
regulating the business of plumbing, and the installation of plumbing fixtures and appliances, to
be known and referred to as the California Plumbing Code, is hereby adopted and enacted by the
Council of the City of Porterville as an ordinance of the City of Porterville, to all intents and
purposes and to the same effect as if each and every sentence, comma, paragraph, word, phrase,
and clause in said code mentioned or referred to therein or herein were and each thereof was fully
and specifically set forth herein.

Reference is hereby made to (1) copy of the 2019 Edition of the California Plumbing
Code, published by the International Association of Plumbing and Mechanical Officials filed
with the Building Official of the City of Porterville and said code is by reference adopted herein
as provided by law.

SECTION 7-6.1 SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are severable.

B. That Ordinance No. 1836 of the Municipal Code of the City of Porterville is hereby repealed.

C. This Ordinance shall be in full force and in effect on January 1, 2020.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Second Reading of Ordinance 1863 - Adopting 2019 California Electrical Code

SOURCE: Administrative Services

COMMENT: Ordinance 1863, An Ordinance of the City Council of the City of Porterville Amending Chapter 7, Article III, Section 7-9 and Deleting Section 7-10 of the Municipal Code of the City of Porterville and Adopting by Reference the 2019 Edition of the California Electrical Code Published by BNi Publications, Inc., was given first reading on October 15, 2019, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1863, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1863 - Electrical Code

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1863

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 7, ARTICLE III, SECTION 7-9 AND
DELETING SECTION 7-10 OF THE MUNICIPAL CODE OF THE
CITY OF PORTERVILLE AND ADOPTING BY REFERENCE THE
2019 EDITION OF THE CALIFORNIA ELECTRICAL CODE PUBLISHED
BY BNi PUBLICATIONS, INC.**

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS
FOLLOWS:

A. That Chapter 7, Article III, Section 7-9 of the Municipal Code of the City of
Porterville is hereby amended to read as follows:

SECTION 7-9 ADOPTION

Adoption of the 2019 Edition of the California Electrical Code Title 24 Part 3.

That certain code in book form to which more particular reference is hereinafter made,
regulating the business of electrical, and the installation of electrical fixtures and appliances, to
be known and referred to as the California Electrical Code, is hereby adopted and enacted by the
Council of the City of Porterville as an ordinance of the City of Porterville, to all intents and
purposes and to the same effect as if each and every sentence, comma, paragraph, word, phrase,
and clause in said code mentioned or referred to therein or herein were and each thereof was fully
and specifically set forth herein.

Reference is hereby made to one (1) copy of the 2019 Edition of the California Electrical
Code, published by BNi Publications, Inc. filed in the office of the Building Official of the City
of Porterville, and such code, to wit: the 2019 Edition of the California Electrical Code
published by the BNi Publications, Inc., as aforesaid now on file with the Building Official of the
City of Porterville, is hereby adopted by reference as the Electrical Code of the City.

SECTION 7-9.1 SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are severable.

B. That Ordinance No. 1837 of the Municipal Code of the City of Porterville is hereby repealed.

C. This Ordinance shall be in full force and in effect on January 1, 2020.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2019.

ATTEST:
John D. Lollis, City Clerk

Martha A. Flores, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Second Reading of Ordinance 1864 - Adopting 2019 California Green Building Standards Code

SOURCE: Administrative Services

COMMENT: Ordinance 1864, An Ordinance of the City Council of the City of Porterville Amending Chapter 7, Article IV, of the Municipal Code of the City of Porterville Adopting by Reference the 2019 Edition of the California Green Building Standards Code Published by the International Code Council, was given first reading on October 15, 2019, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1864, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1864 - Green Code

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1864

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 7, ARTICLE IV, OF THE MUNICIPAL CODE OF
THE CITY OF PORTERVILLE ADOPTING BY REFERENCE
THE 2019 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE
PUBLISHED BY THE INTERNATIONAL CODE COUNCIL.**

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES ORDAIN AS
FOLLOWS:

A. The following section of Chapter 7, Article IV, of the Municipal Code of the City
of Porterville is hereby amended to read as follows:

SECTION 7-12 ADOPTION

Adoption of the 2019 Edition of the California Green Building Standards Code,
Title 24, Part 11 and the mandatory portions of Appendix A4, Appendix A5, and Appendix A6.1
with the voluntary portions of said Appendices remaining voluntary.

That certain code in book form to which more particular reference is hereinafter made
encouraging sustainable construction practices, to be known and referred to as the California
Green Building Standards Code is hereby adopted and enacted by the Council of the City of
Porterville as an ordinance of the City of Porterville, to all intents and purposes and to the same
effect as if each and every sentence, comma, paragraph, word, phrase, and clause in said code
mentioned or referred to therein or herein were and each thereof was fully and specifically set
forth herein.

Reference is hereby made to one (1) copy of the 2019 Edition of the California Green
Building Standards Code published by the International Code Council Commission filed with the
Building Official of the City of Porterville and said code is by reference adopted herein as
provided by law.

SECTION 7-12.1 SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are severable.

B. That Ordinance No. 1838 of the Municipal Code of the City of Porterville is hereby repealed.

C. This Ordinance shall be in full force and in effect on January 1, 2020.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Consideration of Appointments to the Library & Literacy Commission

SOURCE: Administrative Services

COMMENT: Three (3) Commissioners on the Library and Literacy Commission have terms that expired on October 31, 2019:

- ~ Ms. Catherine May;
- ~ Ms. Tamara Bishop-Mitchell; and
- ~ Ms. Jennifer Biagio

Eligibility for appointment to this Commission requires city residency. Of the Commissioners with expiring terms, only Ms. May has submitted a Request for Reappointment, which is provided herein for the City Council's consideration. Commissioner Bishop-Mitchell has informed staff of her decision to not seek reappointment; and Commissioner Biagio is no longer eligible to serve due to her recent relocation outside of the city limits.

Staff is in receipt of two (2) additional Requests for Appointment, which are also provided herein for Council's consideration:

- ~ Ms. Susan Uptain; and
- ~ Ms. Kim Baumgardner

Staff has confirmed that each applicant's listed address is located within the city of Porterville.

RECOMMENDATION: That the City Council consider the appointment of three (3) individuals to three-year terms on the Library & Literacy Commission.

ATTACHMENTS:

1. Request for Appointment: May
2. Request for Appointment: Baumgardner
3. Request for Appointment: Uptain

Appropriated/Funded:

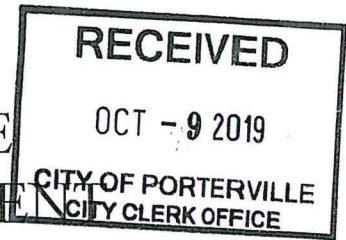
Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Catherine May

Appointment to: Library & Literacy Commission
(Please Print)
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, please provide :

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: _____

see previous applications

☐ Resume attached

☐ Letter of request attached

Submitted By: *Catherine E. May* *10/8/19*
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

OCT 14 2019

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Kim Baumgardner
(Please Print)

Appointment to: Library and Literacy Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]
[REDACTED]

Mailing Address:

Same as above

Name of Business:

N/A

☐ Own

☐ Operate

Business Address:

N/A

Telephone:

Home

[REDACTED]

Cell

Work

[REDACTED]

FAX

NONE

E-mail

[REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Retired teacher, PUSD
City Library user for approx. forty years
Music director, Barn Theater Jr. Company

Please tell us why you are interested in this position.

As a long-time resident of Porterville, who is a retiree, I have a desire to continue making a positive contribution in my community. Through life's changes, as varying needs have arisen, I have benefited greatly from the many opportunities our

☐ Resume attached

☐ Letter of request attached

(cont. below)

Submitted By:

Kim Baumgardner

10/11/19
Date

Received by: _____

Forwarded to: City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____

(cont.)

Page 2 of 2

city library provides. Serving on the commission seems an ideal way of showing my appreciation and support. wo

CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

RECEIVED

OCT 11 2019

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Susan Uptair
(Please Print)

Appointment to: Library and Literacy Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, please provide :

Street Address: [REDACTED]

Mailing Address: [REDACTED]

Name of Business: none

☐ Own ☐ Operate

Business Address: none

Telephone: Home [REDACTED]

Work [REDACTED]

FAX [REDACTED]

E-mail [REDACTED]

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: I am a retired teacher. I
taught for 32 years. I currently
serve as the treasurer for the
Porterville Historical Museum. I
also serve on the Barn Theater
Board. Both of my son graduated from
Monarch. ^{my son,} David has recently moved
back to town. I have deep roots in
this community. I have lived here
for my whole life. (I remember when
the elevator was put into the current
library.)

☐ Resume attached

☐ Letter of request attached

Submitted By: Susan Upton 10-11-19
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____

City Council ☐ Date: _____

City Manager ☐ Date: _____

Applicable Dept. ☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Consideration of Appointments to the Parks & Leisure Services Commission

SOURCE: Administrative Services

COMMENT: The Parks & Leisure Services Commission currently has four (4) vacancies due to the terms of four (4) of its Commissioners expiring in October 2019. Pursuant to Chapter 19, Article I, Section 19-4, Commissioners shall not serve more than two (2) consecutive terms. As such, three (3) of the four (4) Commissioners are not eligible to seek reappointment at this time, including: Mr. Richard Rankin (serving as Porterville Unified School District's Appointee), Mr. Rocco Calantone, and Mr. Carroll Land. The fourth Commissioner with an expiring term, Ms. Rachel Lucero, has chosen to not seek reappointment.

Porterville Unified School District has informed staff that Mr. Jason Pommier has been appointed to serve as its representative on the Commission. City Staff is in receipt of three (3) additional Requests for Appointment which are provided herein for Council's consideration:

- Mr. David Cox
- Mr. Tom Fiormonti
- Mr. Jason Gurrola

Staff has confirmed that each applicant's listed address is located within the city of Porterville.

RECOMMENDATION: That the City Council appoint three (3) individuals to the Parks & Leisure Services Commission to serve four-year terms to expire in October 2023.

ATTACHMENTS:

1. Request for Appointment: Cox
2. Request for Appointment: Fiormonti
3. Request for Appointment: Gurrola

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

OCT 04 2019

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

Please complete all blanks.

Name:

David Cox

(Please Print)

Appointment to:

Parks and Leisure Commission

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

Mailing Address:

Same

Name of Business:

N/A

☐ Own

☐ Operate

Business Address:

[REDACTED]

Telephone: Home

[REDACTED]

Work

[REDACTED]

FAX

None

E-mail

[REDACTED]

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

My family has been involved with
parks and leisure for the past 15 years.

Please tell us why you are interested in this position.

I'd like to provide input on how to
keep our parks and leisure services providing wonderful
opportunities in our community.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____

alldip

10/4/19

Date

Received by: _____

Forwarded to: City Clerk

☐

Date: _____

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: TOM FIORMONTI
(Please Print)

Appointment to: COMMISSIONER - PARKS+LEISURE Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]
[REDACTED]

Mailing Address: SAME

Name of Business: Retired High School (Teacher/administrator)

☐ Own ☐ Operate

Business Address: N/A

Telephone: Home [REDACTED]
Work SAME
FAX N/A
E-mail [REDACTED]

City of Porterville resident:

☒ Yes
☐ No

Registered Voter:

☒ Yes
☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

See attached resume

Please tell us why you are interested in this position.

Spoke with former members who encouraged me to apply

☒ Resume attached ☐ Letter of request attached

Submitted By: TOM FORMONTI

10-28-2019
Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____
City Council ☐ Date: _____
Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

Richard Thomas (Tom) Fiormonti

Home address/Phone number

[REDACTED]
[REDACTED]
[REDACTED] cell
Email: [REDACTED]

EDUCATION AND CREDENTIALS:

- May, 2000 Preliminary Administrative Services Credential, Fresno Pacific University, Fresno, California
- August, 1987 Master Science in Business Administration, Fresno State University, Fresno, California
- June 1976, 1981 (life) Single Subject Teaching Credential - Business Ed, Fresno State University, Fresno, California
- January, 1975 Bachelor Science in Business Administration , Fresno State University, Fresno, California
- June, 1973 Associate Arts in General Education, San Joaquin Delta College, Stockton, California

TEACHING & ADMINISTRATIVE EXPERIENCE:

- 1994-1999, 2000-2002, 2006-current Teacher, Business Division/Information Systems, Porterville College, Kern Community College District, Porterville, California
- 2006 – 2013 Teacher, Computer Accounting/Retail Sales (ROP)/Basic Computer Technology, grades 09-12, Porterville High School, Porterville Unified School District, Porterville, California (Retired May 2013 after 37 years)
- 2002 – 2006 Assistant Principal/Athletic Director/ROP Coordinator, Yosemite High School, grades 9-12, Yosemite Union High School District, Oakhurst, California
- 2002 – 2004 Principal, Mountain View Continuation High School, grades 9-10, Yosemite Union High School District, Oakhurst, California
- 2003 – 2004 Principal (Summer School – two summers), Yosemite High, grades 9-12, Yosemite Union High School District, Oakhurst, California
- 1991 – 2002 Teacher and Co-Chair Business/Computer Dept, grades 9-12, Monache High School, Porterville Unified School District, Porterville, California
Porterville, California
- 1985-1991 Teacher and Co-Chair Business Department, grades 9-12, Porterville High School, Porterville Union High School District, Porterville, California
- 1988-1989 Teacher, Computer Literacy, Porterville Adult School, Porterville, California
- 1980-1985 Teacher, Business/Computer, grades 9-12, McFarland High School, McFarland Unified School District, McFarland, California
- 1979-1982 Teacher, Computer Science, Bakersfield College (Delano Center), Delano, California
Kern Community College, Delano, California
- 1977-1980 Teacher, Business/Data Processing, grades 9-12, Delano High School, Delano Joint Union High School District, Delano, California
- 1976-1977 Teacher, General Office Clerk Program, Regional Occupational Center of Kern Bakersfield, California (Delano High School)

Richard Thomas (Tom) Fiormonti

PROFESSIONAL ACTIVITIES AND ORGANIZATIONS:

- 2010-2013 Lead/Academy Direction, Partnership Academy of Business (PAB), Porterville High
- 2006 American Sport Education Program (ASEP) – CIF Coaching Education Program
- 2001-2002 ASB Advisor/Activities Director Monache High School
- 1995-2002 Manage Monache High School Student Store / inventory control / accounts payable
- 1995-2002 Manage Duplicating Center Monache High – organize all duplications for MHS including billing departments for paper usage
- 1976-2002 Advisor to many clubs/classes, Delano, McFarland, Porterville, & Monache High Schools
- 1998-2000 Digital High School Grant Writing Committee, Monache High School
- 1996-current Technology Committee, Monache High School
- 1994-current School Site Council, Monache High School
- 1995 Chair Parent Committee (WASC accreditation), Monache High School
- 1995-1999 Internet/Computer Technician, Monache High School
- 1994-1995 Business Division Advisory Committee, Porterville College
- 1991-current Academic Council, Monache High School
- 1991-1996 Scholarship Committee, School-to-Work Committee, Monache High School
- WASC Accreditation Committees
 - 2000 Modesto High School, Modesto, California
 - 1993 Tehachapi High School, Tehachapi, California
 - 1992 Roosevelt High School, Fresno, California
- CUE - Computer Using Educators
- Past President, Vice President and Treasurer Porterville-Tule Kiwanis
- CBEA - California Business Education Association, former secretary

SPECIAL INTERESTS AND AWARDS:

- 2002 “Staff of the Year” – Yosemite High School, Oakhurst, California
- 1997, 1988 “Mentor Teacher” - Porterville Public Schools, Porterville, California
- 1976 “McKee Fisk Scholarship” Fresno State University, Fresno, California
- 1976 “Mr. Future Business Teacher of California” - Phi Beta Lambda
- Interests Computers, reading, and all sports. Love being challenged, active and outdoors!

COACHING EXPERIENCE:

- 2011-2012 Varsity Girls Basketball – Porterville High School
- 1989-2002 Varsity Girls Basketball - Monache High School
- 1999-2000 Varsity Girls Softball - Monache High School,
- 1991 Varsity Girls Softball - Porterville High School
- 1993-1995 Junior Varsity Girls Softball - Monache High School, 1990, Porterville High School
- 1986-1988 Junior Varsity Boys Basketball - Porterville High, 1980-1985 McFarland High
- 1987-1988 Frosh Boys Baseball - Porterville High School
- 1985 Frosh Boys Basketball - Porterville High School
- 1978-1980 Frosh Boys Basketball - Delano High School
- 1985 Frosh Football - Porterville High School
- 1980-1981 Junior Varsity Football - McFarland High School



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Jason Gurrola

(Please Print)

Appointment to: Park and Leisure Commission

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

[REDACTED]

Mailing Address:

Same

Name of Business:

N/A

☐ Own

☐ Operate

Business Address:

N/A

Telephone: Home

[REDACTED]

Work

FAX

E-mail

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

I have coached many youth sports teams in past years for the city of Porterville.

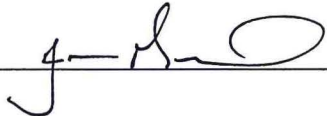
I have been involved in activities that the city has provided and currently am
the assistant head varsity basketball coach at Strathmore High School.

Please tell us why you are interested in this position.

I have been involved with youth sports with my children for the city or Porterville
for many years, and have taken part in city events over the years. I would like
to take this opportunity to serve on the commission to better the community as
much as I could and feel I could serve as a valuable asset to the city.

☐ Resume attached

☐ Letter of request attached

Submitted By: 

10-23-19
Date

Received by: FERNANDO GABRIEL MORAGA

Forwarded to: City Clerk

☒

Date: 10/23/19

City Council

☐

Date: _____

Staff Liaison

☐

Date: _____

Tentative Council Mtg Date: 11/5/19



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Consideration of Designating Local Measure R "Transit, Bike, and Environmental (Air Quality)" Funds in Support of an Application for an Active Transportation Program ("Safe Routes to School") Grant

SOURCE: City Manager's Office

COMMENT: At its meeting of January 15, 2019, the City Council determined its priorities in the designation of \$20 million in Local Measure R "Transit, Bike, and Environmental (Air Quality)" funds toward future bicycle and pedestrian improvement projects, with approximately \$1 million per year available for projects. The Council acted to prioritize: 1) the development of the former Union Pacific Railroad (UPRR) right-of-way within the city limits; 2) further development of the Rails-To-Trails system north of Henderson Avenue; 3) development of Tule River Parkway, Phase 4 (north side of the Tule River between Westwood Street and State Route 65); and 4) development of Tule River Parkway, Phase 5 (north side of the Tule River between State Route 65 and Plano Street).

On Wednesday, July 31, 2019, staff from the State's Active Transportation Program (ATP) visited potential future grant-funded projects across Tulare County, with an emphasis on Safe Routes to Schools (SRTS), and provided advice on how the potential projects would be considered by the State for funding in its upcoming call for projects in Spring 2020. In Porterville, the State staff reviewed the priority project of the development of the former UPRR right-of-way as a multi-modal corridor, as well as a proposed curb/gutter/sidewalk/streetlight SRTS project in the recently-annexed area between Westwood Street and Road 222 (Elderwood Street). The State staff were very encouraging for the City to apply for a State ATP grant for the multi-modal corridor project due to its serving both schools and broader community services, but were not supportive of the second SRTS project due to generally only serving schools. However, City staff was encouraged to apply for the limited ATP project funds that would be available through the Tulare County Association of Governments (TCAG).

In consultation with TCAG staff, its limited ATP funds will be awarded for projects generally not exceeding \$500,000, and preference of award will be made to projects that incorporate Measure R funds. The estimated cost of the curb/gutter/sidewalk/streetlight SRTS project on Putnam Avenue and Road 222 (Elderwood Street) is estimated at \$500,000, which the City's designation of up to \$300,000 in Local Measure R "Transit, Bike, and Environmental (Air Quality)" funds could be leveraged for up to \$300,000 in TCAG's ATP funds.

RECOMMENDATION: That the City Council consider the designation of up to \$300,000 in Local Measure R "Transit, Bike, and Environmental (Air Quality)" funds as a designated match to an ATP/SRTS grant application.

ATTACHMENTS: 1. Proposed ATP/SRTS Project Locator Map
2. City Council Staff Report - January 15, 2019

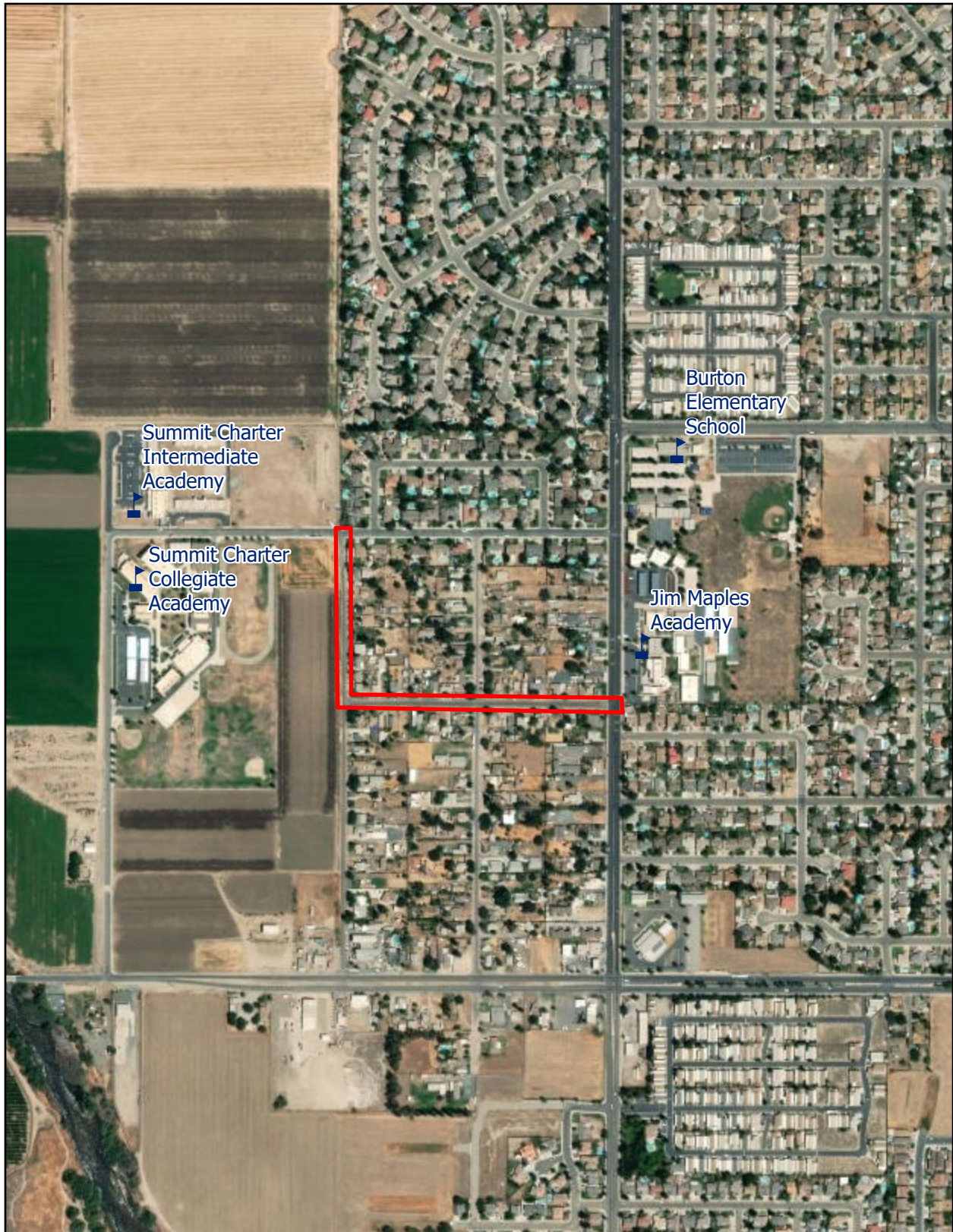
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ATP/Safe Routes to School



Schools



Area of Improvements

1 in = 700 feet



Date Printed: 10/31/2019 by the Community Development Department



CITY COUNCIL AGENDA – JANUARY 15, 2019

SUBJECT: Consideration of Project Priority of Measure R-Funded Bicycle/Pedestrian Improvements

SOURCE: City Manager's Office

COMMENT: Measure R is a countywide 30-year 1/2-cent special sales tax measure that was passed by county voters in November 2006, projected to generate more than \$650 million in local funds in support of transportation improvements across Tulare County, including the dedication of 50% of funds toward "Regional" improvements, 35% toward "Local" improvements, 14% to "Transit, Bike, and Environmental" improvements, and 1% for "Administration".

At its meeting on July 18, 2017, the City Council approved the Tulare County Association of Governments (TCAG) Measure R Expenditure Plan Amendment #4, which moved \$20 million in Measure R "Regional" funding from the planned W. North Grand Avenue/State Route 65 interchange project to the City of Porterville's "Transit/Bike/Environmental (Air Quality)" funding plan, given Caltrans determination that the interchange improvement was not warranted during the term of Measure R (2037). The Tulare County Transportation Authority approved the Amendment on August 20, 2017.

Beginning in the 2023 fiscal year through 2037 term of Measure R, the City will begin to receive its \$20 million in Measure R funds for bicycle/pedestrian improvement projects, eligible to receive at least \$1 million per year in project construction funds and planned to be matched toward other federal (Congestion Mitigation and Air Quality - CMAQ) and state (Active Transportation Program - ATP) grant funding opportunities. Given the funds are dedicated to construction, environmental clearance, right-of-way (ROW) acquisition, and design will need to be completed for project funding eligibility. TCAG will be relying significantly on both the Cities of Porterville and Visalia in the development of bicycle/pedestrian projects to meet air quality regulations and requirements.

In anticipation of the funds beginning to be received in a couple short years, and ensuring "shovel-ready" projects for construction, staff has identified four (4) projects for the Council's consideration for determination of priority.

1. Union Pacific Railroad (UPRR) ROW Trailway

In 2014, the City acquired 8.2 miles of the former UPRR ROW between Tea Pot Dome Avenue to the south and Avenue 196 in Strathmore to the north, with TCAG providing \$3,050,000 in Measure R rail preservation monies to fund the

purchase. Given the rail preservation funding received from TCAG, the re-establishment of rails would need to be planned for should the interest emerge. Currently, the ROW segment between Olive and Putnam Avenues is under design in conjunction with the new Animal Shelter project. Focusing on the local urbanized area of the ROW between Yates Avenue to the south and W. North Grand Avenue to the north, the approximate 4.25 miles of ROW is estimated to cost \$10 million to develop as a dedicated ADA-compliant all-weather bicycle/pedestrian trail, including amenities such as solar lighting, drought tolerant landscaping, benches, refuse receptacles, and controlled lighted crossings. Staff believes that this project would match well to future ATP and CMAQ grant funding opportunities given the connection to affordable housing, education facilities, employment centers, government services, healthcare services, recreation, and retail and service businesses.

2. Tule River Parkway Phase 4

The City has been dedicated the majority of the ROW necessary on the north side of the Tule River to construct the western extension of the Tule River Parkway between State Route 65 and Westwood Street, with the exception of the eastern most segment. In addition, the City would likely need to work with Caltrans in the attachment of a pedestrian bridge to the existing State Route 65 bridge over the Tule River. The approximate 2.0 miles of ROW is estimated to cost \$5 million to develop.

3. Tule River Parkway Phase 5

The City has been dedicated approximately half of the ROW necessary on the north side of the Tule River to construct a new segment of the Parkway between State Route 65 and Plano Streets. The approximate 4.0 miles of ROW is estimated to cost \$9 million to develop.

4. Rails-To-Trails Extension

The City has acquired the majority of the ROW necessary to extend the existing Rails-To-Trails north between Henderson Avenue and W. North Grand Avenue, with the exception of segments directly north of Henderson and south of W. North Grand. The segment south of W. North Grand is currently being evaluated in conjunction with the realignment of Reid Avenue to connect to W. North Grand at N. Main Street. With the extension of the Rails-To-Trails to the north, the City has envisioned a loop between Rails-To-Trails and the UPRR ROW Trailway. Not including property acquisition, the approximate 2.0 miles of ROW is estimated to cost \$5 million to develop.

There may be other potential bicycle/pedestrian projects the Council may wish to consider, the former Santa Fe Railroad ROW south of State Route 190 to Worth Avenue for example, which includes approximately 0.5 miles of ROW.

RECOMMENDATION: That the City Council provide direction in the determination of project priority for Measure R-funded bicycle/pedestrian improvements.

ATTACHMENTS: 1. Measure R Bicycle-Pedestrian Trail Plan

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Consideration of Revision to City Council's Procedural Handbook

SOURCE: City Manager's Office

COMMENT: At its meeting of October 15, 2019, the City Council reviewed and considered revisions to the Council's Procedural Handbook. The discussion primarily focused on the procedure for approving Proclamation requests and the protocol for receiving event tickets for City and Non-City Events.

With regard to the Proclamation Approval Process, at Council's direction staff has made revisions to Section IV, subsection G, to streamline the process by which Proclamations are added to the Council's Agenda. The revised process allows a Proclamation to be added to the Agenda upon being sponsored by two (2) Council Members, provided the request and sponsorships are received timely by staff according to the deadline set by Council. Additionally, Council Members will be provided the option of signing each Proclamation. The proposed language is as follows:

All Requests for Proclamations must be submitted and received before noon on the Monday before Council Agendas are finalized and distributed for Regular Council Meetings to be considered for placement on that Meeting agenda. All received Proclamation Requests are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted Proclamation Requests. Proclamations receiving two sponsors will be placed on the next Council agenda. If multiple sponsors are received, the first two Council Members to respond will be deemed the Proclamation's sponsors. Requests not receiving two sponsors will be disregarded. If a Council Member wishes to have his or her signature excluded from a properly sponsored Proclamation, he or she must advise the City Manager's Office by noon the day of the Council Meeting.

Concerning the acceptance of event tickets, staff has amended Section VIII, Subsection E, by adding the following language to distinguish between City or City-Sponsored events and Non-City event tickets. Specifically, the proposed language is as follows:

Non-City Sponsored Events:

A Council Member may accept one (1) ticket issued by the event sponsor if attending the event in his/her capacity as a City Council Member. Any additional tickets shall be paid for by the Council Member from non-City funds

at the time of acceptance of the tickets.

The City Council additionally discussed the performance evaluation process for the City Manager and City Attorney, during which the importance of providing feedback was emphasized, however no revisions were proposed.

RECOMMENDATION: That the City Council provide direction to staff.

ATTACHMENTS: 1. Draft City Council Procedural Handbook

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

CITY COUNCIL PROCEDURAL HANDBOOK



The Office of City Clerk
291 North Main Street
Porterville, CA 93257
Tel: (559) 782-7447
Fax: (559) 782-7452
www.ci.porterville.ca.us

As Authorized by the City Council on August 20, 2019

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PREAMBLE

The residents and businesses of the City of Porterville are entitled to have fair, ethical, and accountable local government. Such a government requires that:

- Public Officials comply with both the letter and spirit of the laws and policies affecting operations of the government;
- Public Officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

No part of this Handbook shall be interpreted so as to violate any federal or state law; a Council Member's Oath of Office; a Council Member's moral or ethical responsibilities; or the exercise of a Council Member's individual rights afforded him/her by the U.S. Constitution.

To this end, the City Council of the City of Porterville hereby approves of and affirms the above to encourage public confidence in the integrity of local government and its operations.

(Minute Order 21-070511, July 5, 2011.)



II. MEETINGS OF COUNCIL

The Council shall provide by ordinance the time and place of holding regular meetings and the manner in which special meetings may be called. Public interest and convenience shall be primary consideration when decisions are made as to time, location and frequency.

Except as otherwise provided by law, all meetings of the Council shall be open to the public.

A. REGULAR MEETINGS

1. Pursuant to Section 10 of the City Charter, Regular Meetings of the Porterville City Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall, 291 North Main Street, in the City. The Regular Meetings will commence at five thirty o'clock (5:30) P.M., with Closed Sessions commencing at five thirty o'clock (5:30) P.M., and Open Session commencing at six thirty o'clock (6:30) P.M. In the event that a regular meeting of the Council shall fall on a legal holiday, that regular meeting shall be held at the same place and time on the next succeeding working day, or as determined by Council. (*Ordinance 1766, August 17, 2010; M.O. 15-09181, September 18, 2012.*)
2. Following the mid-meeting break (around 9:00 p.m.) the Mayor, with assistance from the City Manager, will review the balance of the agenda with Council to discuss how it can be handled in the allowed time. If it is necessary to continue any items, it will be announced at that time.

B. ADJOURNED MEETINGS/STUDY SESSIONS (Open to the public)

1. The purpose of these meetings shall be for informal discussions between staff, advisory bodies or consultants and the City Council regarding specific programs, projects or policies. If noticed, formal action may be taken at such a meeting.
2. Adjourned Meetings/Study Sessions will be held at a time and place convenient to Council and advantageous for public participation.
3. Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.

C. SPECIAL MEETINGS

1. Special meetings may be called by the Mayor or three members of the City Council. (*Gov. Code Section 54956*) Written notice of each special meeting must be given not less than twenty-four (24) hours before such meeting to each member of the City Council not joining the call.
2. Written notice must be given to the City Council and to the media 24 hours prior to each meeting. (*Gov. Code Section 54956*)
3. A supplemental telephone call shall be made if necessary to notify each Council Member.
4. No business other than that announced shall be discussed.
5. Any special meeting held at a place other than City Hall shall be open to the public. Notice requirements of the Brown Act shall be complied with for any such meetings; regular minutes shall be taken by the City Clerk and shall be available for public inspection.

D. ORDER OF BUSINESS:

Meeting called to Order
Roll Call
Oral Communications (closed session items only)
Closed Session(s)
Reconvene Open Session
Report on Action taken in Closed Session
Pledge of Allegiance
Invocation
Proclamations/Presentations
Committee and Commission Reports
AB 1234 Reports
Staff Informational Reports
Oral Communications (on any matter of interest)
Consent Calendar – to include:
 Approval of Minutes
 Claims Against the City
 Payment of Bills
 Payments on Public Works Projects
 Authorization to Purchase
 Authorization to Call for Bids
 Award of Bids
 Acceptance of Projects

Acceptance of Dedications/Property
Approval of Final Tract Maps
Annexations
Requests for City Services
Reports
Other Routine Matters
Public Hearings
Second Readings of Ordinances
Scheduled Matters
Oral Communications (on any matter of interest)
Council Comments
Adjournment
(*Resolution 31-2019, May 21, 2019, attached as Appendix A.*)

E. CONSENT ITEMS

1. Consent items are the first items on the open session portion of the agenda (items that are routine, have been discussed before, relate to implementation of approved budget items, or to City operations or item to be later set for public hearing).
2. Any item removed from the Consent Calendar shall be considered immediately after the last Scheduled Matter on the agenda and immediately before the Second Oral Communications. (*M.O. 16-091812, September 18, 2012.*)



III. MEETING PROCEDURES

A. PRESIDING OFFICER

1. The Mayor is the Presiding Officer and acts as Chair at Council meetings.
2. In the absence or incapacity of the Mayor, the Vice Mayor as Mayor Pro Tempore will serve as Presiding Officer. In the absence of both the Mayor and Vice Mayor, the Council Members present shall select one of their number to serve as Presiding Officer for that meeting. *(Amended via Minute Order 08-071911, July 19, 2011.)*
3. Seating arrangement of the Council:

Seating arrangements shall be at Council discretion with preference being given to health conditions, seniority, individual Council Member preferences, and the Mayor's preference, in that order. *(Amended via Minute Order 08-071911, July 19, 2011.)*
4. Signing of City Documents:

The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City Manager, or his or her designee, has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor may sign the required documents. *(Amended via Minute Order 08-071911, July 19, 2011.)*

B. QUORUM

A majority of the Council Members shall constitute a quorum for the transaction of business. *(City Charter)*

C. DISCUSSION RULES

1. Obtaining the floor:
 - a. A member of the City Council, staff, or public shall first address the Presiding Officer and gain recognition.

- b. Comments and questions shall be limited to the issue before Council except when members of the public are addressing the Council under Oral Communications.
 - c. Cross-exchange between Council Members, staff or public shall be avoided.
 - d. Any citizen may arise and address the City Council on any business especially concerning them or affecting their interests during Oral Communications, but preference will be given to those who have first presented matters in the form of a written communication or who have personally notified the presiding officer of their desire to speak.
 - e. Any member or other person using profane, vulgar, loud or boisterous language at any meeting, or otherwise interrupting the proceedings, who refuses to be seated or keep quiet when ordered to do so by the Mayor or Mayor Pro Tem of the City Council, shall be guilty of a misdemeanor. It shall be the duty of the Chief of Police, upon order of the presiding officer, to eject any such member or person from the council room.
(Ordinance 1537)
2. Questions to staff:
- A Council Member shall, after recognition by the Presiding Officer, address questions to duly designated staff members through the City Manager.
3. Interruptions:
- a. Once recognized, a Council Member shall not be interrupted while speaking except to make a point of order or personal privilege.
 - b. If a Council Member is called to order while speaking, the individual shall cease speaking until the question of order is determined.
 - c. Upon being recognized by the Presiding Officer, members of staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.



IV. COUNCIL REQUESTS FROM THE PUBLIC

A. Response to Letters from the Public

Periodically Council Members receive letters requesting their response. If a Council Member wishes to answer the letter, the matter can be handled in either of three ways:

1. The Council Member can give the letter to the City Manager's Secretary along with direction on how they wish their response to be worded. The City Manager's staff will then prepare the letter on City Council stationery and forward it to the appropriate Council Member for approval and signature. Copies of both letters are kept on file in the City Manager's Office, and copies are available upon request.
2. If the letter requires specific information or details only available from another City Department, the City Manager may refer the letter to the appropriate Department Head for response by them or their designee. Copies of the letters will then be forwarded to the City Manager's Office for filing.
3. If the Council Member wishes to answer their own correspondence, City stationery is available upon request from the City Manager's secretary. Copies of all such letters on City Letterhead shall be provided to all other Council members, and the letter shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. If the Council Member wishes to have a copy of the letters in their file, they should submit a copy to the City Manager's staff for filing.

If a Council Member receives an informational item and wants a copy to be given to the other Council Members and the City Manager or other Directors, the item should be given to the City Manager's staff and copies will be made and sent out.

B. Referrals to Council agenda

Periodically Council Members receive correspondence or verbal requests for items to be acted upon, or considered, by the City Council. If a Council Member wishes to respond to the request, the matter should be referred to the City Manager. The request can then be handled as follows:

1. The Council Member may request the City Manager to place the item on the Council agenda as a written communication (however, the request must be stated on the agenda face sheet for Council to be able to act on it at the meeting); or
2. Upon research, the request may be determined to be a violation of City, State or Federal law, policy, or previous Council determination, in which case an appropriate response as to why the matter can not be heard will be provided to the requesting party.

Correspondence requesting that an item be acted upon, or considered, by the City Council, which is received directly by the City Manager, is handled in either of two ways:

1. The City Manager shall place any routine and/or legitimate written request under written communications*, or have a staff report prepared if time permits, for the next City Council agenda; or
2. The City Manager shall place any request which has already been acted upon by Council, cannot legally be accomplished, or which has a potential for litigation, in an Administrative Memorandum.

C. Telephone Calls

Citizens attempting to communicate with the City Council often call the offices at City Hall. Such calls are referred to the City Manager's Office. The City Manager's staff will take a message and refer it to the appropriate Council Member, or give the caller the telephone number of the City Council Member so they may call them directly, according to instructions given by the Council Member [see X-D (3)].

D. Personal Meetings

Council Members who wish to meet with their constituents may use various rooms at City Hall. The Council Member should call the City Manager's Secretary as soon as they know a room is needed so that it can be reserved for their use. No more than two Council Members may attend a meeting to discuss City matters without the meeting becoming a public meeting and therefore falling under the requirements of the Brown Act Open Meeting Laws.

E. Personal Correspondence

Council Members who wish to send their own correspondence using City stationery shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. Copies of all such letters on City Letterhead shall be provided to all other Council members. Letterhead stationery is available upon request from the City Manager's secretary, and if the Council Member wishes to have a copy of their letter in their file, they should submit a copy to the City Manager's staff for filing.

F. Out-of-District Requests

On occasion, Council Members will be contacted by citizens residing outside of their respective districts. When this occurs, City Council Members agree to advise the appropriate Council Member of the contact and matter of concern.

G. Proclamation Approval Process

~~All Proclamations must be submitted at least 72 hours before noon on the Thursday before the next City Council Meeting to be considered for approval by the City Council. All received proclamations are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted proclamations. Proclamations receiving one sponsor will be placed on the next Council agenda as a Consent Calendar item. Those not receiving a sponsor will be disregarded. If multiple sponsors are received, the first Council Member to respond will be deemed the proclamation's sponsor. (M.O. 13-100113, October 1, 2013.)~~

All Requests for Proclamations must be submitted and received before noon on the Monday before Council Agendas are finalized and distributed for Regular Council Meetings to be considered for placement on that Meeting agenda. All received Proclamation Requests are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted Proclamation Requests. Proclamations receiving two sponsors will be placed on the next Council agenda. If multiple sponsors are received, the first two Council Members to respond will be deemed the Proclamation's sponsors. Requests not receiving two sponsors will be disregarded. If a Council Member wishes to have his or her signature excluded from a properly sponsored Proclamation, he or she must advise the City Manager's Office by noon the day of the Council Meeting. (*Minute Order* __-110519, November 5, 2019)



V. COUNCIL MEMBER REQUESTS TO STAFF

A. General Information

All City Council Member requests for information or documents shall be referred through the City Manager. Any Department Head who receives a direct request from a Council Member shall submit the request, including the name of the requesting Council Member, to the City Manager.

B. Research

All City Council Member requests for information or documents which require extensive research, in the opinion of the City Manager, shall be referred through the City Manager to the Council for direction. The City Manager will discuss the matter with the appropriate department and relay the approximate time table for completion to the City Council for discussion and action at the next available meeting of the City Council. If the request is approved by the Council, upon completion of the research, the information or documents will be forwarded to the City Council Members by the City Manager. *(Amended via Minute Order 08-071911, July 19, 2011.)*

C. Items for inclusion in Council Agenda

The City Manager shall compile the agenda for each meeting and shall include as agenda items, business in the normal course of City affairs, including but not limited to staff proposals to improve services, support the economy and land use, and enhance the efficiency and effectiveness of the City organization, items relating to current, past, and proposed City contracts, leases, franchises, agreements and similar documents, and matters affecting future or proposed City equipment and property, items relating to City employees, agents and contractors, and such other matters as are defined in this handbook or otherwise directed by the City Council.

All City Council Member requests for an item to be placed on the Council agenda shall be made in writing to the City Manager. Such request shall be submitted prior to Wednesday noon of the week before the Council meeting in order to be placed on the next regularly scheduled meeting. *(Amended via M.O. 13-111814, November 18, 2014, and via M.O. 13-052119, May 21, 2019.)*

The City Manager shall place any Council Member request for an agenda item on the next available agenda as a Consent Calendar item for Council approval to be included as a Scheduled Matter on the next available agenda. This does not prevent any Council Member from moving to place an item on the next available agenda during Other Matters of the current agenda. *(Amended via Minute Order 08-071911, July 19, 2011.)*



VI. COUNCIL AGENDA

A. Preparation:

Each Department Head submits their departmental agenda items to the City Manager for approval utilizing the City's electronic agenda management system. (*Amended via M.O. 11-111814, November 18, 2014.*)

The City Council meeting agendas are prepared on the Thursday prior to the Tuesday meeting. Any questions regarding whether items have been scheduled for consideration at a particular meeting may be directed to the Chief Deputy City Clerk and/or Deputy City Clerk.

B. Deadlines:

The deadlines for the agenda are the Monday preceding the Thursday preparation day. Public hearing items, scheduled matter items, Consent calendar items, and written communications must be submitted by the Monday deadline. The deadline for a Council member request for any item shall be Wednesday noon preceding the Thursday preparation day. (*Amended via M.O. 13-111814, November 18, 2014.*)

C. Delivery:

Agendas will be delivered to Council on the Thursday prior to the Tuesday meeting via an emailed link to the electronic agenda packet posted on the City's website. No items, or additional materials, shall be delivered after the initial delivery to Council on Thursday, except in the instance of a designated emergency item.

Once the Agenda is made available to the City Council, it is available to the public. (*Amended via M.O. 11-111814, November 18, 2014.*)



VII. THE RALPH M. BROWN ACT

The Ralph M. Brown Act (California Government Code Section 54950 et seq.) governs meetings conducted by local legislative bodies such as city councils, boards of supervisors, special districts, and school boards. The Act represents the State Legislature's determination of how the balance should be struck between the public access to meetings of multi-member public bodies on one hand, and the need for confidential candor, debate, and information gathering on the other.

The Act contains specific exceptions from the open meeting requirements where government has a demonstrated need for confidentiality. Where matters are not subject to a closed meeting exception, the Act has been interpreted to mean that all of the deliberative processes by legislative bodies, including discussion, debate and the acquisition of information, be open and available for public scrutiny.

Meetings are defined as any gathering of a quorum of a legislative body (which includes newly elected but unsworn members of the body) to discuss or transact business under the body's jurisdiction and serial meetings are prohibited. Exemptions are individual contacts between board members and others which do not constitute serial meetings, attendance at conferences and meetings which are open to the public so long as legislative bodies do not discuss amongst themselves business of a specific nature under the body's jurisdiction, and attendance at social or ceremonial events where no business of the body is discussed.

The Act requires that notices of regular meetings must be posted at least seventy-two (72) hours prior to the meeting, and twenty-four (24) hour notice must be provided to members of the legislative body and media outlets for special meetings.

A user's guide to the Ralph M. Brown Act is provided to Council Members for their information. If a Council Member has a specific question which does not seem to be covered in the guide, the Council Member should contact the City Attorney for a legal opinion.



VIII. TRAVEL, MEETINGS AND EXPENSES

This policy would satisfy the requirements of California Government Code §§ 53232.2 and 53233.3 in the event such requirements could be constitutionally applied to charter cities.

The City Manager, or his staff, will notify the City Council Members about any League of California Cities' Conferences, Committee meetings, and/or local meetings that may be of interest to the Council. If a Council Member is interested in attending any such meeting, the following procedures should be followed:

A. Requests for Reservations:

When a City Council Member wishes to attend a conference or meeting, he/she should contact the City Manager's office and indicate the following:

1. The date(s) of the conference or meeting;
2. If the Council Member will be accompanied by anyone else, i.e. spouse, child;
3. Any personal preferences for hotel reservations, such as smoking or non-smoking, king or double beds, etc.; and
4. Whether special travel arrangements need to be made, i.e. airplane tickets, ride-sharing, etc.

A disbursement will then be prepared and the payment for the conference or meeting will be forwarded, and, if applicable, the hotel will be contacted to make the appropriate reservations. When making hotel reservations to attend a conference or meeting, a request for a room sales tax waiver shall be made on behalf of the applicable Council member. If a prior room reservation request is not made, the Council member shall request a room sales tax waiver prior to payment for a room.

For lodging in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question, if such rates are available at the time of booking. If the group rate is not available, government rates must be used when available. Lodging rates that are equal or less than the government rates are presumed to be reasonable and allowed per this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence allowed.

B. Travel and Expense Form:

A Travel and Expense Form will then be prepared for the Council Member which indicates the following:

1. The amount of money to be issued to the traveler as per diem*; and
2. Mileage expense* (if a personal vehicle is used for travel and cost is paid in advance).

** Amount set in Administrative Policy Manual Sec. II-E-1, Travel & Conference Expenses. In regard to the per diem amount, if payments for expenses are made in advance pursuant to the specified per diem amounts, the disbursement shall not be considered to be reimbursable expense under AB 1234.*

The Council Member will then be issued a packet of materials several days prior to the meeting which contains the following:

1. A check for per diem and mileage;
2. Confirmation notification and informational materials regarding the conference;
3. Confirmation notification for any hotel reservations; and
4. A City credit card to pay for the room charges at the end of the meeting.

C. Receipts:

The Council Member shall then bring the receipt for the hotel charges to the City Manager's staff upon his/her return, together with the credit card, and any refund due the City. The Council Member shall sign the original Travel and Expense Form at that time, which shall then be filed with the Finance Department for final processing.

If a refund is due the Council Member, a check will be issued by the Finance Department and then distributed to the Council Member.

D. Eligibility:

The City shall pay for any Council Member to attend any meetings or conferences of their choice. City Council approval shall not be required unless it is required by AB 1234. A Council Member may request mileage and other expenses associated with attending meetings of boards, commissions, committees, or other groups to which the Council Member has been elected, appointed, or designated to attend by the City Council without further approval or ratification. When accompanied by a spouse, significant other, and/or one or more children, the Council Member shall pay for expenses incurred above that which would otherwise have been paid for the Council Member. Any charge placed on a City credit card for someone other than a Council

Member shall also be considered a refund due the City, payable within 10 days of the receipt of the charges. *(Amended via Minute Order 18-091812, September 18, 2012.)*

E. Event Tickets :

1. City and City-Sponsored Events:

A Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets. *(Resolution 99-2012, October 2, 2012.)*

2. Non-City Sponsored Events:

A Council Member may accept one (1) ticket issued by the event sponsor if attending the event in his/her capacity as a City Council Member. Any additional tickets shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets. *(M.O. ____-110519, November 5, 2019.)*

F. Council Member Meetings with District Constituents:

No City funds or resources shall be used to pay for expenses related to meetings held by individual Council Members with their constituents, unless prior approval is received from the Council. This does not pertain to City Council Members holding meetings in designated conference rooms at City Hall. Under no circumstances shall City funds or resources be used for campaign purposes. *(Via M.O. 13-052119, May 21, 2019.)*



IX. CONFLICT OF INTEREST

A. City Council Members Filing Requirements

City Council Members are under the provisions of the Political Reform Act (Gov. Code, Section 81000 et seq. known as "the Act") as enforced by the Fair Political Practices Commission. The Act applies to campaign contributions requirements, as well as matters of conflict of interest while in office.

1. Disclosure of Economic Interests:

City Council Members must file assuming office and leaving office statements, as well as annual statements while in office. The statements basically require the disclosure of the following information:

- Investments or interests in real property and its fair market value;
- Income, and the name and address of each source of income aggregating five hundred dollars (\$500) or more, or fifty (\$50) or more if a gift, and a general description of the business activity, if any of each source;
- Interests in real property held by a business entity or trust;
- Loans, and its annual interest rate and the security, if any, given for the loan;

2. Disqualification of Participation (Conflict of Interest):

A Council Member shall not make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. This might include decisions which affect property within up to 500 feet of the subject property in which the Council Member has an interest.

A financial interest in a decision, within the meaning of Section 87100 of the Act, is if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the Council Member or:

- A member of his or her immediate family;

- A business entity in which the Council Member has a direct or indirect investment worth \$2000 or more;
- Any real property in which the Council Member has a direct or indirect interest worth \$2,000 or more;
- Any source of income, other than gifts or commercial lending institutes loans, aggregating \$500 or more received or promised to the City Council Member within twelve months prior to the time when the decision is made;
- Any business entity in which the City Council Member is a director, partner, trustee, employee, or holds any position of management;
- Any donor, or any intermediary or agent for a donor, or a gift or gifts aggregating \$420 or more in value provided to, received by, or promised to the City Council Member within 12 months prior to the time when the decision is made.

Indirect investment or interest means any investments or interest owned by the spouse or dependent child of a City Council Member, by an agent on behalf of a Council Member, or by a business entity or trust in which the Council Member, the Council Member's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

Section 87100 of the Act does not prevent any Council Member from making or participating in the making of a governmental decision to the extent his participation is legally required for the action or decision to be made. The fact that a Council Member's vote is needed to break a tie does not make his participation legally required for purposes of this section.

Pursuant to Section 87105 of the Act, a public official who holds an office specified in Section 87200 who has a financial interest in a decision within the meaning of Section 87100 shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

- a. Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

- b. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of Section 87100.
- c. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
- d. Notwithstanding paragraph (3), a public official may speak on the issue during the time that the general public speaks on the issue.

B. Other Agencies:

Whenever a Council Member is required to file a Statement of Economic Interest for an outside agency, the Deputy City Clerk will provide the correct form, and using the Statement of Economic Interest Form 700 filed in the City Clerk's Office for the City of Porterville, prepare a duplicate statement for signature, and forward the appropriate form to the requesting agency.

D. City of Porterville Conflict of Interest Code:

Certain designated City employees are also required to file conflict of interest forms under the provisions of the Political Reform Act Code, Sections 87100-87500 et seq. The City of Porterville Conflict of Interest Code was adopted by the City Council and is reviewed biennially to make sure it is kept current.

If Council Members have a question on whether an interest they have is sufficient for disqualification, they should contact the Fair Political Practices Commission at (866) 275-3772, or <http://www.fppc.ca.gov>, for a ruling or opinion.



X. GENERAL ITEMS

A. Different Hats

Members of the City Council also serve as the governing bodies for the following local agencies:

1. Successor Agency to the Porterville Redevelopment Agency
2. Industrial Development Authority
3. Public Financing Authority
4. Public Improvement Corporation
5. Planning Commission
6. Conflicts and Disclosure Monitor Agency

B. Compensation

As stated in the City Charter, Section 9, City Council Members shall receive \$20 per Council meeting, \$25 per Council meeting for the Mayor, with a maximum of seven paid Council meetings per month.

C. Issuance of Electronic Devices to Council Members

An Electronic Device, Internet, and Email Policy has been developed as set forth in Minute Order 14-090605. (*See Appendix D*)

D. Direction to Support Staff:

Upon assuming office, Council Members should notify the City Manager's staff regarding the following items:

1. Where to deliver Administrative Reports and Memorandums, i.e. home or business.
2. How to direct citizens who wish to speak to Council Members, i.e. take a message, give out home telephone numbers, give out business telephone numbers, etc.

E. City Attorney

The City Attorney is the legal advisor of the City Council, and all other City officials. The City Attorney shall prosecute all violations of City ordinances and shall draft all contracts and other legal documents and instruments, required by the Council or the

City Manager. The City Attorney shall perform such other legal services as the Council may direct and shall attend all meetings of the Council unless excused therefrom by three members or by the Mayor.

The types of questions referred to the City Attorney are as follows:

1. Generally whether a conflict of interest exists for a Council Member and whether they should abstain from voting on a specific matter.

Please note: Any advice received from the City Attorney relating to Conflicts of Interests is informal only and not binding; the Council Member must seek and obtain a formal written opinion from the FPPC in order to be afforded any statutory immunities.

2. Whether an issue has a legal standing, and what type of action would be appropriate.
3. Legal recommendations for matters of litigation.

F. Annual City Manager/City Attorney Evaluations

The City Council shall provide for annual evaluations for the City Manager and the City Attorney. A standardized evaluation form shall be used which shall address the areas of importance as set forth by the City Council. (*See Appendix C.*)

G. Response to President/Governor Directives

Directives issued by the President of the United States and/or Governor of the State of California shall not be considered a mandatory directive to the City of Porterville except as authorized and/or approved by the City Council. The one exception to this rule is that flags on City buildings shall be flown at half-staff upon orders by the President, Governor and/or Mayor, or by majority approval of the City Council.



APPENDICES

- A. Resolution 31-2019, Order of Business
- B. Resolution 99-2012, Ticket Policy
- C. Annual City Manager/City Attorney Evaluation Forms
- D. Electronic Device, Internet, and Email Policy
- E. Email Retention Policy

RESOLUTION NO. 31-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE RESCINDING RESOLUTION 101-2010 AND ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED AT REGULAR MEETINGS OF THE CITY COUNCIL

BE IT RESOLVED by the City Council of the City of Porterville that Resolution No. 101-2010 is herein rescinded.

BE IT FURTHER RESOLVED that the following is the order of business to be followed in conducting the regular meetings of the City Council:

- MEETING CALLED TO ORDER
- ROLL CALL
- ORAL COMMUNICATIONS (closed session items only)
- CLOSED SESSION
- RECONVENE OPEN SESSION
- REPORT ON ACTION TAKEN IN CLOSED SESSION
- PLEDGE OF ALLEGIANCE
- INVOCATION
- PROCLAMATIONS/PRESENTATIONS
- COMMITTEE & COMMISSION REPORTS
- STAFF INFORMATIONAL REPORTS
- AB 1234 REPORTS
- ORAL COMMUNICATIONS (on any matter of interest)
- CONSENT CALENDAR – to include:
 - Approval of Minutes
 - Claims Against the City
 - Payment of Bills
 - Payments on Public Works Projects
 - Authorization to Purchase
 - Authorization to Call for Bids
 - Award of Bids
 - Acceptance of Projects
 - Acceptance of Dedications/Property
 - Approval of Final Tract Maps
 - Annexations
 - Requests for City Services
 - Reports
 - Other Routine Matters
- PUBLIC HEARINGS
- SECOND READINGS
- SCHEDULED MATTERS

- ORAL COMMUNICATIONS (on any matter of interest)
- COUNCIL COMMENTS
- ADJOURNMENT

PASSED, APPROVED AND ADOPTED this 21st day of May, 2019.

A handwritten signature in blue ink, appearing to read "Martha A. Flores", written over a horizontal line.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

A handwritten signature in blue ink, appearing to read "Patrice Hildreth", written over a horizontal line.

By: Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 21st day of May, 2019.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	PEÑALOZA	WARD	FLORES	STOWE	REYES
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk

RESOLUTION NO. 99 -2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ESTABLISHING A POLICY CONCERNING THE
ACCEPTANCE OF TICKETS BY COUNCIL MEMBERS TO CITY OR
CITY-SPONSORED EVENTS

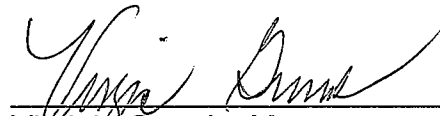
WHEREAS, at its regular meeting of September 18th, 2012, the City Council of the City of Porterville authorized the drafting of a policy limiting the acceptance of tickets by City Council Members to City and City-sponsored events;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE:

SECTION 1. The City Council hereby establishes a policy as follows: a Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets.

SECTION 2. This resolution establishing the above policy shall be attached as an appendix to the City Council Procedural Handbook.

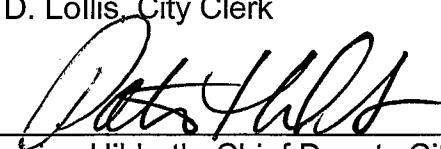
PASSED, APPROVED AND ADOPTED this 2nd day of October, 2012.



Virginia Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 2nd day of October, 2012.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	WARD	McCRACKEN	GURROLA	SHELTON	HAMILTON
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Herrera, Deputy City Clerk



CITY MANAGER PERFORMANCE EVALUATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Providing Information					
1. Does the City Manager keep you informed, in a timely manner, of the things you want to know about?	1	2	3	4	5
2. Do you feel that you receive information on an equal basis with other Council members?	1	2	3	4	5
3. Do reports provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Are agenda items and supporting documents appropriate and brought to Council in sufficient time for deliberations?	1	2	3	4	5
5. Does the City Manager follow established policy concerning the placement of items on the agenda?	1	2	3	4	5
6. Does the City Manager follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5
7. Are Council packets relatively free of errors and omissions?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
B. Providing Advice					
1. Does the City Manager have adequate knowledge of municipal affairs?	1	2	3	4	5
2. Does he exercise good judgment?	1	2	3	4	5

3. Do you feel that the City Manager considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Manager plan ahead, anticipate needs and recognize potential problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5
6. Does he have a good sense of timing in bringing issues to the Council for action?	1	2	3	4	5

Average score

INTERNAL ADMINISTRATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Financial Management					
1. Are you comfortable with the City Manager’s approach to budget preparation and review?	1	2	3	4	5
2. Is the City Manager effective in controlling costs through economical utilization of manpower, materials, and equipment?	1	2	3	4	5
3. Does the City Manager have sufficient knowledge of financial matters?	1	2	3	4	5
4. Does the City Manager provide you with sufficient information on the financial status of the City government?	1	2	3	4	5
5. Is the budget submitted on time?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Personnel Management					
1. Is the City Manager successful in guiding people so that they work together as a team toward common objectives?	1	2	3	4	5

	<u>WEAK</u>			<u>STRONG</u>	
2. Is the City Manager effective in selection and placing personnel?	1	2	3	4	5
3. Does the City Manager develop and motivate personnel so that they are increasingly effective in performing their duties?	1	2	3	4	5
4. Is the City Manager willing to face up to disciplinary problems and take action when warranted?	1	2	3	4	5
5. Is the City Manager effective in promoting positive employer-employee relations?	1	2	3	4	5
6. Is the City Manager effective on assuring that staff makes a positive impression on citizens?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Manager organize or assign work so that it is performed efficiently and effectively?	1	2	3	4	5
3. Does the City Manager pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
4. Does the City Manager put in sufficient time and effort to perform to your expectations?	1	2	3	4	5
5. Does the City Manager have a good sense of priorities in the way he spends his time on the job?	1	2	3	4	5
6. Is the City Manager able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5

- | | | | | | |
|---|---|---|---|---|---|
| 7. Does the City Manager develop and carry out short- and long-term action plans? | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|

Average score

EXTERNAL RELATIONS

A. Citizen Relations

- | | <u>WEAK</u> | | | | <u>STRONG</u> |
|--|-------------|---|---|---|---------------|
| 1. Does the City Manager generally make a positive impression on citizens and is he respected in Porterville? | 1 | 2 | 3 | 4 | 5 |
| 2. Is he effective in handling disputes or complaints involving citizens? | 1 | 2 | 3 | 4 | 5 |
| 3. Does the City Manager have appropriate visibility or identity in the community? | 1 | 2 | 3 | 4 | 5 |
| 4. Does the City Manager represent Council positions and policies accurately and effectively? | 1 | 2 | 3 | 4 | 5 |
| 5. Does the City Manager have the insight and knowledge to work with the Council, staff, and citizens to find effective solutions to issues? | 1 | 2 | 3 | 4 | 5 |

Average score

B. Intergovernmental Relations

- | | <u>WEAK</u> | | | | <u>STRONG</u> |
|--|-------------|---|---|---|---------------|
| 1. Is the City Manager effective representing the City's interests in dealing with other agencies? | 1 | 2 | 3 | 4 | 5 |
| 2. Does the City Manager participate in enough intergovernmental activity to have an impact on behalf of the City? | 1 | 2 | 3 | 4 | 5 |

Average score

PERSONAL CHARACTERISTICS

	<u>WEAK</u>			<u>STRONG</u>	
A. Personality					
1. Is the City Manager's personality suited to effective performance of his duties?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Communications					
1. Is the City Manager easy to talk to?	1	2	3	4	5
2. Do you feel he is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Manager show sensitivity to the concerns of others?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Management Style					
1. Does the City Manager demonstrate interest and enthusiasm in performing his duties?	1	2	3	4	5
2. Does he have sufficient leadership characteristics to command respect and good performance from employees?	1	2	3	4	5
3. Does the City Manager show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
4. Is the City Manager open to new ideas and suggestions for change?	1	2	3	4	5
5. Does the City Manager create an atmosphere in which employees can enjoy working for the City?	1	2	3	4	5

6. Is the City Manager honest and ethical?	1	2	3	4	5
7. Does the City Manager work well under pressure?	1	2	3	4	5
8. Is the City Manager able to change his approach to fit new situations?	1	2	3	4	5
9. Can the City Manager consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Manager for the past twelve (12) months:
1.
2.
3.

FUTURE DEVELOPMENT

List three performance objectives for the City Manager that you feel are the most important targets for this year:
1.
2.
3.

Total Overall Score

OVERALL RATING	<u>WEAK</u>				<u>STRONG</u>
	1	2	3	4	5

Date:

Martha A. Flores, Mayor

Monte Reyes, Vice Mayor

Milt Stowe, Council Member

Daniel Peñaloza, Council Member

Virginia Gurrola, Council Member



CITY ATTORNEY PERFORMANCE EVALUATION

	WEAK			STRONG	
A. Providing Information					
1. Does the City Attorney keep you informed, in a timely manner, of the legal issues affecting the City?	1	2	3	4	5
2. Does the City Attorney demonstrate initiative and resourcefulness in identifying legal problems, and advising and recommending resolutions?	1	2	3	4	5
3. Do reports/memoranda from the City Attorney provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Do the legal solutions that are developed appropriately address the issues to be resolved?	1	2	3	4	5
5. Does the City Attorney follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5

Average score

	WEAK			STRONG	
B. Providing Advice					
1. Does the City Attorney have adequate knowledge of municipal legal affairs?	1	2	3	4	5
2. Does he/she exercise good judgment?	1	2	3	4	5
3. Do you feel that the City Attorney considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Attorney plan ahead, anticipate needs and recognize potential legal problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5

Average score

	WEAK			STRONG	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Attorney pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
3. Does the City Attorney put in sufficient time and effort to perform to your expectations?	1	2	3	4	5
4. Does the City Attorney have a good sense of priorities in the way he/she spends his/her time on the job?	1	2	3	4	5
5. Is the City Attorney able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5
6. Does the City Attorney perform well under pressure?	1	2	3	4	5
7. When work is delegated to staff/deputy attorneys, is the project/issue handled appropriately?	1	2	3	4	5
Average score					

EXTERNAL RELATIONS

	WEAK			STRONG	
A. Citizen Relations					
1. Does the City Attorney generally make a positive impression on citizens and is he/she respected in Porterville?	1	2	3	4	5
2. Is he/she effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does the City Attorney have appropriate visibility or identity in the community?	1	2	3	4	5
4. Does the City Attorney think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key?	1	2	3	4	5
Average score					

	WEAK			STRONG	
B. Intergovernmental Relations					
1. Is the City Attorney effective representing the City's interests in dealing with other agencies?	1	2	3	4	5
Average score					

PERSONAL CHARACTERISTICS

	WEAK			STRONG	
A. Personality					
1. Is the City Attorney's personality suited to effective performance of his/her duties?	1	2	3	4	5
Average score					

	WEAK			STRONG	
B. Communications					
1. Is the City Attorney easy to talk to?	1	2	3	4	5
2. Do you feel he/she is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Attorney show sensitivity to the concerns of others?	1	2	3	4	5
Average score					

	WEAK			STRONG	
C. Management Style					
1. Does the City Attorney demonstrate interest and enthusiasm in performing his/her duties?	1	2	3	4	5
2. Does the City Attorney show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
3. Is the City Attorney honest and ethical?	1	2	3	4	5
4. Does the City Attorney work well under pressure?	1	2	3	4	5

	WEAK			STRONG	
5. Is the City Attorney able to change his/her approach to fit new situations?	1	2	3	4	5
6. Can the City Attorney consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Attorney for the past twelve (12) months:

1.

2.

3.

FUTURE DEVELOPMENT

List three performance objectives for the City Attorney that you feel are the most important targets for this year:

1.

2.

3.

TOTAL OVER ALL SCORE

	<u>WEAK</u>				<u>STRONG</u>
OVERALL RATING	1	2	3	4	5
<i>Date:</i>					

Martha A. Flores, Mayor

Brian Ward, Vice Mayor

Milt Stowe, Council Member

Monte Reyes, Council Member

Daniel Peñaloza, Council Member



CITY COUNCIL CITY DEVICE, INTERNET & EMAIL POLICY

Electronic devices are made available to Council Members upon taking office and assuming Council duties. Access to email and the internet is a resource also made available to City Council Members as a means of communicating with City administration and constituents. The City Council recognizes that access to electronic communications contributes to the efficiency of conducting city business. The City Council has adopted this policy to ensure that all City of Porterville computer and network resources are used for purposes appropriate to City business; to inform Council Members of the applicability of laws and policies to computer and network usage; to establish policies on privacy, confidentiality, and security in electronic communications; and to provide guidance concerning rights and responsibilities with respect to the proper use of City of Porterville computer and network resources.

SCOPE

This policy applies to:

1. All City Council Members, as authorized users, whether elected or appointed;
2. All computer and mobile devices and network resources leased, owned, or managed by the City of Porterville; and
3. All electronic communications records in the possession of the City of Porterville.

CONFIDENTIALITY AND SECURITY

1. All materials sent or received over the Internet on electronic devices and/or network resources leased, owned or managed by the City, shall be considered property of the City. An authorized user does not have privacy rights in any matter created, received or sent. The City reserves the right to monitor access or disclose any message created, received or sent via the Internet or e-mail at any time, without advanced notice.
2. All authorized users shall respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.
3. Authorized users are to safeguard their accounts and passwords. Accounts and passwords are normally assigned to a single user, and are not to be shared with others. Users are responsible for their individual computer accounts and shall take

all reasonable precautions to prevent others from using their accounts. All notebooks and/or tablets should be locked or logged off each time they leave the device unattended. Account owners are ultimately responsible for all activity under their account.

4. Authorized users will not connect, attempt to connect or disconnect any computer or peripheral to, from or within the City of Porterville network without prior authorization from the Information Technology Division.
5. Authorized users will not use or attempt to use on the City of Porterville network any of the following items: any computer operating system media; computer or network utilities; network monitors; unlocking utilities or any software used to repair, change or monitor computer operations, network activity or security without preapproval from the Information Technology Division.
6. Authorized users should not attempt to remove the email disclaimers in their emails.
7. Authorized users shall not write down passwords to City of Porterville resources in an unsecured area.
8. Confidential information should not be downloaded or stored on portable resources unless proper encryption and password protection mechanisms are in place.

UNACCEPTABLE USES

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, unauthorized digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by City of Porterville.
2. Accessing or viewing sexually explicit or pornographic material.
3. Exporting software, technical information, public safety information, or encryption software, in violation of international or regional export control laws. Such use is illegal. The Information Technology Division should be consulted prior to export of any material that is in question.

4. Introduction of malicious programs into the network or servers (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) that may gain unauthorized access to any computer or computing system and cause intentional disruption.
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a City of Porterville device for profit activities (e.g., consulting for pay, sale of goods such as Avon and Amway products, etc.), or to actively engage in procuring or transmitting material that is in violation of discriminatory, sexual harassment or hostile workplace laws. Use of City devices or networks for political campaign purposes is expressly prohibited.
7. Making fraudulent offers of products, items or services originating from any City of Porterville account.
8. Effecting security incidents or disruptions of network communication. Security incidents include, but are not limited to, accessing data of which the authorized user is not an intended recipient or logging into a server or account that the authorized user is not expressly permitted to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
9. Port scanning or security scanning. Such use is expressly prohibited.
10. Executing any form of network monitoring which will intercept data not intended for the authorized user's host, unless this activity is part of the employee's normal job/duty.
11. Circumventing user authentication or security of any host, network or account.
12. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

13. Unless explicitly authorized, providing information about, or lists of, City of Porterville employees or its affiliates to parties outside City of Porterville.
14. Incurring personal charges through the use of these systems. In the event that an authorized user does incur personal charges through the use of these systems, that user will be responsible for reimbursing the City for all expenses incurred.
15. Removing or disabling the security software (i.e. firewalls, anti-virus, anti-spyware, etc.) for any reason, unless done by or with the authority of the Information Technology staff.
16. The connection of portable or desktop computers to the City of Porterville computer network without approval by the Information Technology Division. Visitors or vendors under your care are not allowed to connect their portables directly to the City's network.

CITY'S RESERVATION OF THE RIGHT TO MONITOR

Pursuant to the Electronic Communications Privacy Act of 1986...notice is hereby given that there are NO facilities provided by the City for sending or receiving private confidential electronic communications. System administrators have access to all mail and user data files, and will monitor messages as necessary to assure efficient performance.

PUBLIC RECORDS AND PRIVATE AND PUBLIC DEVICES

Any temporary and permanent files and data prepared or received on a City owned or controlled device are considered a public record, unless an otherwise valid public records exemption applies.

Temporary and permanent files and data prepared or received on a privately-owned device or electronic system by an authorized user containing information relating to the conduct of the public's business are public records subject to control by the City and compliance with the City's record policies. A writing relates to the conduct of the public's business when it serves, or is intended to serve, a City purpose and involves a matter over which the authorized user has work responsibility. This policy is not intended to modify the definition of a public record as defined by the California Public Records Act.

When notified of a public records request, the authorized user must conduct a reasonable search for, locate, and review writings maintained on his or her privately-owned device or electronic systems that are potentially responsive to a public records request and provide the responsive records to the City Clerk. The authorized user must provide an explanation for a decision to exclude certain writings as not being responsive

public records. If required by the City Attorney, the authorized user must execute an affidavit containing a sufficient factual basis for the City or a court to determine whether a record on a privately-owned electronic systems is not a responsive public record.

LOST OR STOLEN

Authorized users must report to City Administration, within one business day, whenever any personal device used pursuant to this policy is suspected or known to be lost or stolen. Upon notification of loss/theft, the System administrators may issue a remote wipe of affected City-owned or controlled devices to ensure that City-related data is safeguarded. The City is not liable for the potential loss of personal (e.g., contacts, apps, photos, etc.) data, including the potential to restore the device to factory default settings.

CITY OF PORTERVILLE ADMINISTRATIVE POLICY	Number <u>V-A-15</u> Date <u>May 2, 2019</u> Revised _____ Authority <u>Administration</u>
SUBJECT: EMAIL RETENTION POLICY	_____ City Manager

PURPOSE:

To provide a procedure for the retention of e-mails consistent with applicable state and/or federal law and to provide for the efficient maintenance of affected infrastructure.

PROCEDURE:

Managing Agency E-mail

Agency officials and employees are responsible for the management of their e-mail folders on a regular basis. It is the responsibility of agency officials and employees to determine if an e-mail is an Official Agency Record ("OAR") which must be retained in accordance with the City's Records Retention Policy. An e-mail message and any attachments regardless of format may be considered an OAR.

Messages that are Generally NOT Considered as Official Agency Records

Examples of e-mail messages that are not generally considered OARs may include: (1) personal messages; (2) "Spam" emails, advertisements, or other "junk" e-mail; (3) messages not related to public business (e.g., employee birthday celebrations in the lunch room); and (4) newsletters or general information from vendors or other public agencies.

Preserving E-mails that are Official Agency Records

Any e-mail message, including any attachments regardless of format that is an OAR should be preserved by one of the following methods:

1. Print the email and consolidate the printed copy in the appropriate file. Generally, the employee who sends the e-mail should be the person responsible for printing and filing the hard copy, but persons responsible for a particular program or project file shall be responsible for retaining all e-mail they send or receive related to that program or project
2. Move the e-mail from your Inbox to the archival folder within your Office 365 account.

E-mail Box Retention Schedule

Days	120	120	30	30
Email Folders	Inbox	Sent	Delete	Junk

Inbox and **Sent** folders retention period is 120 days. Items that reach 120 days will be automatically moved to archive.

Deleted and **Junk** folders retention period is 30 days. Items that reach 30 days will be automatically moved to archive.

This policy does not waive any exemption to disclosure that may apply under the California Public Records Act or other applicable law.



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Annual Meeting of the Porterville Public Improvement Corporation

SOURCE: Public Works

COMMENT: In 1988, the Porterville Public Improvement Corporation was formed designating the City Council members as Directors. An annual meeting is required to be held each year.

Action by the Board of Directors is required to approve the election of new officers in accordance with Article III, Section 2 of the Bylaws of the Corporation. Article III, Section 1 of the Bylaws provides that the Mayor shall act ex officio as President, the Vice Mayor shall act ex officio as Vice President, the City Manager shall act ex officio as Executive Director, the City Clerk shall act ex officio as Secretary, the Finance Director shall act ex officio as the Treasurer, and the City Attorney shall act ex officio as Legal Counsel to the Corporation.

In accordance with Corporation Bylaws and Resolution No. 89-2, a public meeting (not a public hearing) is required prior to approving the annual report.

In 1998, Certificates of Participation were issued in the amount of \$20,000,000. Priority projects were identified and over the past twenty years were leveraged to complete as many as possible. Attached is a final report of those projects.

RECOMMENDATION: That the City Council, sitting as the Porterville Public Improvement Corporation:

1. Approve the election of officers as indicated in the attached draft Resolution;
2. Accept public comment; and
3. Approve the Status Report

ATTACHMENTS:

1. Draft Resolution - Election of Officers
2. COP Status Report

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. PIC _____

A RESOLUTION OF THE PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION ELECTING OFFICERS FOR THE
PORTERVILLE PUBLIC IMPROVEMENT CORPORATION

BE IT HEREBY RESOLVED by the Directors of the Porterville Public Improvement Corporation, that the following persons are elected to the offices set forth opposite their names below, as officers of the Corporation, to serve until succession, or election and qualification of the successors, as provided in Article III, Section 2 of the Bylaws of the Corporation.

<u>Name</u>	<u>Office</u>
Martha A. Flores	President
Monte Reyes	Vice President
John D. Lollis	Executive Director
Patrice Hildreth	Secretary
Maria Bemis	Treasurer
Julia Lew	Legal Counsel

PASSED, APPROVED AND ADOPTED this 5th day of November, 2019.

By: _____
Martha A. Flores, President

ATTEST:

Patrice Hildreth, Secretary

CITY OF PORTERVILLE
Certificates of Participation
Status Report

As of June 30, 2019

1998 ISSUE:

Total Certificates of Participation Issue: \$20,000,000

<u>Project</u>	<u>Percentage of Design Complete</u>	<u>Percentage of Const.</u>
<u>Complete</u>		
BRIDGES:		
Plano - Tule River Widening	100%	100%
Jaye - Tule River Widening	100%	100%
STREETS:		
Westwood St. Henderson Past Slough	75%	0%



CITY COUNCIL AGENDA – NOVEMBER 5, 2019

SUBJECT: Consider Resolutions Approving the Form and Authorizing the Execution of an Amendment to the 2018 Installment Sale Agreement Executed in Connection with the Refunding of the Sewer Revenue Bonds, 2011 Series A, and Consider Resolutions Approving the Form and Authorizing and Directing the Execution of Certain Installment Sale Financing Documents in Connection with the Issuance and Sale of Revenue Bonds for Sewer System Improvements

SOURCE: City Manager's Office

COMMENT: On Thursday, August 28, 2019, the City Council Ad Hoc Committee - Provision of Local Water Services (comprised of Council Members Gurrola and Peñaloza) met to review prospective City sewer, water, and wastewater infrastructure projects, including the extension of sewer mains into developed areas annexed into the city, as well as the transition of secondary-treated wastewater to tertiary-treated recycled water. As the Council is aware, the City recently completed approximately \$7 million in sewer main extension projects into developed areas generally annexed into the city in 2006, and projects of similar magnitude are being considered to serve developed areas annexed into the city in 2016.

Due to a variety of economic factors, bond yields are at near-records lows, creating a very favorable environment to issue debt for capital projects. A conservative financial analysis of the City's Sewer Fund indicates debt service capacity of approximately \$11.5 million, providing significant capacity to meet debt service coverage requirements in providing prospective funding for the estimated \$14.3 million project.

The Ad Hoc Committee met again on Tuesday, September 24, 2019, in review of the prospective extension of the City's sewer system to serve annexed areas lacking infrastructure. City staff has provided a conservative project estimate of \$14.3 million to serve all areas of the city lacking sewer infrastructure, which the number of potential connections vary greatly among the potential areas of connection. With the potential of up to \$12.8 million in bond funds, staff developed a prioritization schedule of areas for connection as a factor of estimated cost and potential connections for Council's consideration. The actual funding received and the actual cost of construction could potentially allow for all areas to be served.

With the recommendation of the Ad Hoc Committee, at its meeting on October 15, 2019, the Council approved a Resolution to proceed in the issuance and sale of revenue bonds to facilitate the extension of sewer main infrastructure.

The Ad Hoc Committee met again on Thursday, October 24, 2019, receiving from the City's financial advisors an update on the current and anticipated bond market rates and estimated project funds available (\$12.8 million), and reviewing with City staff the proposed projects estimated costs and most efficient use of new funds.

In coordination with the City's financial advisors and bond counsel, all necessary Resolutions and documents have been prepared to proceed with the issuance and sale of revenue bonds.

RECOMMENDATION: That the City Council, also meeting as the Board of Directors of the Porterville Public Improvement Corporation:

1. Approve the draft Resolutions to approve the form and authorize the execution of an Amendment to the 2018 Installment Sale Agreement executed in connection with the refunding of the Sewer Revenue Bonds, 2011 Series A;
2. Approve the draft Resolutions to approve the form and authorize and direct the execution of Installment Sale financing documents; and
3. Authorize and direct distribution of a Preliminary Official Statement in connection with the offering and sale of Certificates of Participation; and
4. Authorize the Mayor/President, City Manager/Executive Director and Finance Director/Treasurer to execute all necessary documents.

ATTACHMENTS:

1. City Council Resolution 2018 Amendment
2. PPIC Board of Directors Resolution 2018 Amendment
3. City Council Resolution 2019
4. PPIC Board of Directors Resolution 2019
5. 2018 Installment Sale Agreement Amendment
6. 2019 Installment Sale Agreement
7. Assignment Agreement
8. Trust Agreement
9. Certificate Purchase Agreement
10. Continuing Disclosure Certificate
11. Preliminary Official Statement
12. Debt Service Coverage Calculations
13. Sources and Uses of Funds
14. Annexed Areas Engineers Estimate
15. Sewer Annexation and Infill Project Exhibit
16. 2019 Sewer Financing Presentation

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO THAT CERTAIN INSTALLMENT SALE AGREEMENT
EXECUTED IN CONNECTION WITH THE REFUNDING OF THE PORTERVILLE
PUBLIC FINANCING AUTHORITY SEWER REVENUE BONDS, 2011 SERIES A,
AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT
THERETO

RESOLVED, by the City Council (the "Council") of the City of Porterville (the
"City"), as follows:

WHEREAS, on November 20, 2018, the City entered into an installment sale
agreement (the "Installment Sale Agreement") with the Porterville Public Improvement
Corporation (the "Corporation") to refund the then outstanding Porterville Public
Financing Authority Sewer Revenue Bonds, 2011 Series A (the "2011 Bonds"), the
proceeds of which were used to finance and refinance certain improvements to the
City's municipal sewer enterprise;

WHEREAS, the installment payments made by the City to the Corporation under
the Installment Sale Agreement were assigned to Banner Bank which \$19,283,000 to
the City to provide for the refunding of the 2011 Bonds; and

WHEREAS, the City has determined that the payment dates set forth in the
Installment Sale Agreement must be revised to comply with a requirement set forth in
that certain Enterprise Fund Installment Sale Agreement, dated as of September 1,
2004, by and between the California Infrastructure and Economic Development Bank
and the City;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The First Amendment to the Installment Sale Agreement, in the form
attached hereto as Exhibit A, is hereby approved, and the Mayor, the City Manager or
the Finance Director, or the designee of any such official, is each hereby authorized and
directed to execute said document, with such changes, insertions and omissions as
may be approved by such official, the execution thereof to be conclusive evidence of
such approval.

Section 2. The Mayor, the City Manager, the Finance Director, the City Clerk, and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this Resolution.

Section 3. This Resolution shall take effect upon its adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 5th day of November, 2019.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN INSTALLMENT SALE AGREEMENT EXECUTED IN CONNECTION WITH THE REFUNDING OF THE PORTERVILLE PUBLIC FINANCING AUTHORITY SEWER REVENUE BONDS, 2011 SERIES A, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Directors (the "Board") of the Porterville Public Improvement Corporation (the "Corporation"), as follows:

WHEREAS, on November 20, 2018, the City of Porterville (the "City") entered into an installment sale agreement (the "Installment Sale Agreement") with the Corporation to refund the then outstanding Porterville Public Financing Authority Sewer Revenue Bonds, 2011 Series A (the "2011 Bonds"), the proceeds of which were used to finance and refinance certain improvements to the City's municipal sewer enterprise;

WHEREAS, the installment payments made by the City to the Corporation under the Installment Sale Agreement were assigned to Banner Bank which \$19,283,000 to the City to provide for the refunding of the 2011 Bonds; and

WHEREAS, the City has determined that the payment dates set forth in the Installment Sale Agreement must be revised to comply with a requirement set forth in that certain Enterprise Fund Installment Sale Agreement, dated as of September 1, 2004, by and between the California Infrastructure and Economic Development Bank and the City;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The First Amendment to the Installment Sale Agreement, in the form attached hereto as Exhibit A, is hereby approved, and the President, the Executive Director or the Treasurer, or the designee of any such official, is each hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by such official, the execution thereof to be conclusive evidence of such approval.

Section 2. The President, the Executive Director, the Treasurer, the Secretary, and all other appropriate officials of the Corporation are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this Resolution.

Section 3. This Resolution shall take effect upon its adoption by the Board.

PASSED, APPROVED, AND ADOPTED this 5th day of November, 2019.

Martha A. Flores, President

ATTEST:

John D. Lollis, Executive Director

By: _____
Patrice Hildreth, Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
APPROVING THE FORM AND AUTHORIZING AND DIRECTING THE
EXECUTION OF CERTAIN INSTALLMENT SALE FINANCING DOCUMENTS,
AUTHORIZING AND DIRECTING DISTRIBUTION OF A PRELIMINARY OFFICIAL
STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF
CERTIFICATES OF PARTICIPATION RELATING THERETO, AND DIRECTING
CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the City Council (the "Council") of the City of Porterville (the
"City"), as follows:

WHEREAS, the City proposes to finance the acquisition and construction of
additions, betterments, extensions and improvements to its municipal sewer enterprise
(the "Project");

WHEREAS, the City, working together with the Porterville Public Improvement
Corporation (the "Corporation"), proposes to finance the Project, as more particularly
described in the hereinafter defined Installment Sale Agreement, and it is in the public
interest and for the public benefit that the City authorize and direct execution of the
Installment Sale Agreement and certain other financing documents in connection
therewith;

WHEREAS, a certificate purchase agreement and preliminary official statement
containing information material to the offering and sale of the Certificates described
below have been prepared; and

WHEREAS, the documents below specified have been filed with the City and the
members of the Council, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. Sewer Revenue Certificates of Participation (2019 Financing Project)
(the "Certificates") are hereby authorized to be executed and delivered pursuant to the
provisions of the Trust Agreement, as hereinafter defined.

Section 2. The below-enumerated documents, in the forms on file with the City Clerk, be and are hereby approved, and the Mayor, the City Manager or the Finance Director, or the designee thereof (each, a “Designated Officer”), are hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such officials, and the City Clerk is hereby authorized and directed to attest to such official’s signature:

- (a) an installment sale agreement, relating to the Project, by and between the Corporation, as seller, and the City, as purchaser (the “Installment Sale Agreement”), so long as the total principal amount of the Certificates does not exceed \$14,500,000, so long as the average interest rate to be paid with respect to the Certificates does not exceed 5.50%, and so long as the maturity of the Certificates does not extend beyond September 15, 2050;
- (b) a trust agreement, by and among the Corporation, the City and U.S. Bank National Association, as trustee (the “Trust Agreement”), relating to the financing, and the execution and delivery of the Certificates; and
- (c) a continuing disclosure certificate.

Section 3. A certificate purchase agreement, by and between Brandis Tallman LLC (the “Underwriter”) and the City, relating to the purchase by the Underwriter of the Certificates, in the form on file with the City Clerk, be and is hereby approved, and any Designated Officer is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by such official, so long as the Underwriter’s discount does not exceed 0.70% of the principal amount of the Certificates.

Section 4. The Council hereby approves the Preliminary Official Statement, in the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by any Designated Officer. The Council authorizes and directs any Designated Officer to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”).

Section 5. Any Designated Officer is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the “Final Official Statement”) and to execute said Final Official Statement, dated as of the date of the sale of the Certificates, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Certificates, true and correct in all material aspects and that the Final Official Statement did not, on the date of the sale of the Certificates, and does not, as of the date of the delivery of the Certificates, contain any untrue statement of a material fact with respect to the City or omit to state material facts with respect to the City required to be stated where necessary to make any statement made therein not misleading in the light of circumstances under which it was made. The Designated Officers shall take

such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by any Designated Officer and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the City.

Section 6. The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Certificates.

Section 7. The Mayor, the City Manager, the Finance Director, the City Clerk, and any and all other officers of the City are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this Resolution and the financing herein authorized.

Section 8. This Resolution shall take effect upon its adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 5th day of November, 2019.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PORTERVILLE
PUBLIC IMPROVEMENT CORPORATION, APPROVING THE FORM AND
AUTHORIZING AND DIRECTING THE EXECUTION OF CERTAIN INSTALLMENT
SALE FINANCING DOCUMENTS, AND DIRECTING CERTAIN ACTIONS WITH
RESPECT THERETO

RESOLVED, by the Board of Directors (the “Board”) of the Porterville Public
Improvement Corporation (the “Corporation”), as follows:

WHEREAS, the City of Porterville (the “City”) proposes to finance the acquisition
and construction of additions, betterments, extensions and improvements to its
municipal sewer enterprise (the “Project”);

WHEREAS, the City, working together with the Corporation, proposes to finance
the Project, as more particularly described in the hereinafter defined Installment Sale
Agreement, and it is in the public interest and for the public benefit that the Corporation
authorize and direct execution of the Installment Sale Agreement and certain other
financing documents in connection therewith; and

WHEREAS, the documents below specified have been filed with the Corporation
and the members of the Corporation, with the aid of its staff, have reviewed said
documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. Sewer Revenue Certificates of Participation (2019 Financing Project)
(the “Certificates”) are hereby authorized to be executed and delivered pursuant to the
provisions of the Trust Agreement, as hereinafter defined.

Section 2. The below-enumerated documents, in the forms on file with the
Secretary, be and are hereby approved, and the President, the Executive Director or the
Treasurer or the designee thereof (each, a “Designated Officer”), is hereby authorized
and directed to execute said documents, with such changes, insertions and omissions
as may be approved by such officials, and the Secretary is hereby authorized and
directed to attest to such official’s signature:

- (a) an installment sale agreement, relating to the Project, by and between the Corporation, as seller, and the City, as purchaser (the "Installment Sale Agreement");
- (b) an assignment agreement, by and between the Corporation and U.S. Bank National Association, as trustee (the "Trustee") pursuant to which the Corporation will assign certain of its rights under the Installment Sale Agreement, including its right to receive installment payments thereunder, to the Trustee; and
- (c) a trust agreement, by and among the Corporation, the City and the Trustee, relating to the financing, and the execution and delivery of the Certificates.

Section 3. The President, the Executive Director, the Treasurer, the Secretary and other officials of the Corporation are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this Resolution and the financing herein authorized.

Section 8. This Resolution shall take effect upon its adoption by the Board.

PASSED, APPROVED, AND ADOPTED this 5th day of November, 2019.

Martha A. Flores, President

ATTEST:

John D. Lollis, Executive Director

By: _____
Patrice Hildreth, Secretary

FIRST AMENDMENT TO INSTALLEMNT SALE AGREEMENT

(Amending that certain Installment Sale Agreement, dated as of November 1, 2018,
by and between the Porterville Public Improvement Corporation and the City of Porterville)

Dated as of November 1, 2019

by and between the

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, as Seller

and the

CITY OF PORTERVILLE, as Purchaser

FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT

THIS FIRST AMENDMENT TO INSTALLMENT SALE AGREEMENT, dated as of November 1, 2019 (this "First Amendment to Installment Sale Agreement"), is by and between the PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, a nonprofit public benefit corporation entity organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the CITY OF PORTERVILLE, a municipal corporation and chartered city organized and existing under the laws of the State of California, as lessee (the "City"), amending that certain Installment Sale Agreement, dated as of November 1, 2018, by and between the Corporation and the City (the "Installment Sale Agreement");

WITNESSETH:

WHEREAS, on November 20, 2018, the City entered into the Installment Sale Agreement with the Corporation to refund the then outstanding the Porterville Public Financing Authority Sewer Revenue Bonds, 2011 Series A (the "2011 Bonds"), the proceeds of which were used to finance and refinance certain improvements to the City's municipal sewer enterprise;

WHEREAS, the installment payments made by the City to the Corporation under the Installment Sale Agreement (the "Installment Payments") were assigned to Banner Bank (the "Assignee") which advanced \$19,283,00 to the City to provide for the refunding of the 2011 Bonds; and

WHEREAS, the City has determined that the payment dates set forth in the Installment Sale Agreement must be revised to comply with a requirement set forth in that certain Enterprise Fund Installment Sale Agreement, dated as of September 1, 2004, by and between the California Infrastructure and Economic Development Bank and the City;

WHEREAS, Section 7.4 of the Installment Sale Agreement grants to the City the ability to amend the Installment Sale Agreement to, among other purposes, cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, or in any other respect whatsoever as the City may deem necessary or desirable, but only if such amendment does not cause the interest component of the Installment Payments to be includable in gross income for federal income tax purposes in the opinion of Bond Counsel (as such term is defined in the Installment Sale Agreement), and only if such amendment or modification does not materially adversely affect the interests of the Assignee or the owners of any Parity Obligations (as such term is defined in the Installment Sale Agreement) in the opinion of Bond Counsel; and

WHEREAS, the City is in receipt of an opinion of nationally recognized bond counsel relating to such amendment;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Amendment of the Installment Sale Agreement.

(a) The definition of "Installment Payment Date," as set forth in Section 1.1 of the Installment Sale Agreement is hereby amended in full as follows:

"Installment Payment Date" means March 1 and September 1 in each year, regardless of whether such days are Business Days, continuing to and including the date on which the Installment Payments are paid in full.

(b) The schedules of Installment Payments set forth in Exhibits A-1 and A-2 to the Installment Sale Agreement are hereby amended in full as shown in Exhibits A-1 and A-2 to this First Amendment to Installment Sale Agreement.

SECTION 2. Execution in Counterparts. This First Amendment to Installment Sale Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3. Applicable Law. This First Amendment to Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have caused this First Amendment to Installment Sale Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year First above written.

PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION, as Seller

By _____
John D. Lollis
Executive Director

CITY OF PORTERVILLE, as Purchaser

By _____
John D. Lollis
City Manager

APPROVED BY BANNER BANK, as
Assignee:

By _____
Bob Pedersen
Vice President
Public Finance Office

EXHIBIT A-1

SCHEDULE OF INSTALLMENT PAYMENTS (Taxable Rate)

<u>Installment Payment Date</u>	<u>Principal Component</u>	<u>Interest Component*</u>	<u>Total Installment Payment</u>
3/1/2019	—	\$ 242,365.88	\$ 242,365.88
9/1/2019	\$ 514,000	441,537.85	955,537.85
3/1/2020	—	425,097.00	425,097.00
9/1/2020	699,000	429,768.39	1,128,768.39
3/1/2021	—	407,016.71	407,016.71
9/1/2021	798,000	413,762.84	1,211,762.84
3/1/2022	—	389,042.20	389,042.20
9/1/2022	898,000	395,490.42	1,293,490.42
3/1/2023	—	368,815.25	368,815.25
9/1/2023	926,000	374,928.21	1,300,928.21
3/1/2024	—	349,880.04	349,880.04
9/1/2024	961,000	353,724.87	1,314,724.87
3/1/2025	—	326,311.63	326,311.63
9/1/2025	995,000	331,720.11	1,326,720.11
3/1/2026	—	303,899.80	303,899.80
9/1/2026	1,030,000	308,936.82	1,338,936.82
3/1/2027	—	280,699.63	280,699.63
9/1/2027	1,065,000	285,352.11	1,350,352.11
3/1/2028	—	258,129.39	258,129.39
9/1/2028	1,102,000	260,965.97	1,362,965.97
3/1/2029	—	231,889.16	231,889.16
9/1/2029	1,138,000	235,732.62	1,373,732.62
3/1/2030	—	206,256.34	206,256.34
9/1/2030	1,177,000	209,674.95	1,386,674.95
3/1/2031	—	179,745.07	179,745.07
9/1/2031	1,219,000	182,724.27	1,401,724.27
3/1/2032	—	153,129.14	153,129.14
9/1/2032	1,260,000	154,811.88	1,414,811.88
3/1/2033	—	123,906.97	123,906.97
9/1/2033	1,306,000	125,960.68	1,431,960.68
3/1/2034	—	94,490.04	94,490.04
9/1/2034	1,351,000	96,056.18	1,447,056.18
3/1/2035	—	64,059.52	64,059.52
9/1/2035	1,398,000	65,121.28	1,463,121.28
3/1/2036	—	32,750.29	32,750.29
9/1/2036	1,446,000	33,110.19	1,479,110.19
Totals	<u>\$19,283,000</u>	<u>\$9,136,863.70</u>	<u>\$28,419,863.70</u>

*The Interest component of the Installment Payments is based on the Taxable Rate of 4.480%.

EXHIBIT A-2

SCHEDULE OF INSTALLMENT PAYMENTS (Tax-Exempt Rate)

<u>Installment Payment Date</u>	<u>Principal Component</u>	<u>Interest Component*</u>	<u>Total Installment Payment</u>
3/1/2022	—	\$ 389,042.20	\$ 389,042.20
9/1/2022	\$ 898,000	306,328.52	1,204,328.52
3/1/2023	—	285,667.17	285,667.17
9/1/2023	926,000	290,401.99	1,216,401.99
3/1/2024	—	271,000.83	271,000.83
9/1/2024	961,000	273,978.86	1,234,978.86
3/1/2025	—	252,745.84	252,745.84
9/1/2025	995,000	256,934.99	1,251,934.99
3/1/2026	—	235,386.68	235,386.68
9/1/2026	1,030,000	239,288.12	1,269,288.12
3/1/2027	—	217,416.90	217,416.90
9/1/2027	1,065,000	221,020.49	1,286,020.49
3/1/2028	—	199,935.04	199,935.04
9/1/2028	1,102,000	202,132.13	1,304,132.13
3/1/2029	—	179,610.57	179,610.57
9/1/2029	1,138,000	182,587.54	1,320,587.54
3/1/2030	—	159,756.58	159,756.58
9/1/2030	1,177,000	162,404.48	1,339,404.48
3/1/2031	—	139,222.18	139,222.18
9/1/2031	1,219,000	141,529.73	1,360,529.73
3/1/2032	—	118,606.72	118,606.72
9/1/2032	1,260,000	119,910.09	1,379,910.09
3/1/2033	—	95,972.59	95,972.59
9/1/2033	1,306,000	97,563.29	1,403,563.29
3/1/2034	—	73,187.60	73,187.60
9/1/2034	1,351,000	74,400.66	1,425,400.66
3/1/2035	—	49,617.53	49,617.53
9/1/2035	1,398,000	50,439.92	1,448,439.92
3/1/2036	—	25,366.86	25,366.86
9/1/2036	1,446,000	25,645.61	1,471,645.61
Totals	<u>\$17,272,000</u>	<u>\$5,337,101.71</u>	<u>\$22,609,101.71</u>

*The Interest component of the Installment Payments is based on the Tax-Exempt Rate of 3.470%.

INSTALLMENT SALE AGREEMENT

Dated as of December 1, 2019

by and between the

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, as Seller

and the

CITY OF PORTERVILLE, as Purchaser

(2019 Financing Project)

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INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT, dated as of December 1, 2019, by and between the PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as seller (the "Corporation"), and the CITY OF PORTERVILLE, a municipal corporation and chartered city, organized and existing under the Constitution and laws of the State of California, as purchaser (the "City");

W I T N E S S E T H :

WHEREAS, the City wishes to finance the construction of certain improvements (the "Project") to its municipal sewer enterprise (the "Enterprise");

WHEREAS, the City Council of the City has determined that in order to accomplish such financing it is necessary and desirable to purchase the Project from the Corporation pursuant to this Installment Sale Agreement; and

WHEREAS, the City will agree to make installment payments pursuant to this Installment Sale Agreement in order to purchase the Project from the Corporation;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND EXHIBITS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in Exhibit A attached hereto shall, for all purposes of this Installment Sale Agreement, have the meanings specified therein.

Section 1.02. Content of Written Certificates. Every certificate provided for in this Installment Sale Agreement with respect to compliance with any provision hereof shall include (a) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate is based; (c) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; (d) a statement of the assumptions upon which such certificate is based, and that such assumptions are reasonable; and (e) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such certificate made or given by a City Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such City Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the City, as the case may be) upon a certificate or opinion of or representation by a City Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same City Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Installment Sale Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

Section 1.03. Exhibits. The following Exhibits are attached to, and by this reference are made a part of, this Installment Sale Agreement:

- | | |
|------------|--|
| Exhibit A: | Definitions |
| Exhibit B: | Project Description |
| Exhibit C: | The schedule of Installment Payments to be paid by the City to the Corporation, showing the Installment Payment Date and amount of each Installment Payment. |

ARTICLE II
REPRESENTATIONS, COVENANTS AND
WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Corporation and the Municipal Bond Insurer as follows:

(a) The City is a municipal corporation and chartered city, duly organized and existing under the Constitution and laws of the State.

(b) The Constitution and the laws of the State authorize the City to enter into this Installment Sale Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out its obligations under each of the aforesaid agreements, and the City has duly authorized and executed each of the aforesaid agreements.

(c) Neither the execution and delivery of this Installment Sale Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound or constitutes a default under any of the foregoing.

(d) The City has duly authorized and executed this Installment Sale Agreement in accordance with the laws of the State.

Section 2.02. Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the City and the Municipal Bond Insurer as follows:

(a) The Corporation is a nonprofit public benefit corporation duly organized, existing and in good standing under and by virtue of the laws of the State; has power to enter into this Installment Sale Agreement, the Assignment Agreement and the Trust Agreement; is possessed of full power to own and hold real and personal property, and to sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements.

(b) The Corporation will not pledge the Installment Payments or other amounts derived from the Project and from its other rights under this Installment Sale Agreement, and will not mortgage or encumber the Project, except as provided under the terms of this Installment Sale Agreement, the Assignment Agreement and the Trust Agreement.

(c) Neither the execution and delivery of, this Installment Sale Agreement, the Assignment Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a material breach of the terms, conditions or provisions of any restriction or any agreement, instrument, regulation or law to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing.

(d) Except as provided herein, the Corporation will not assign this Installment Sale Agreement, its right to receive Installment Payments from the City or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.02.

ARTICLE III

DEPOSIT OF MONEYS

Section 3.01. Deposit of Moneys. On the Closing Date, the Corporation shall cause to be deposited with the Trustee the net proceeds of sale of the Certificates, net of amounts paid by the Original Purchaser to the Municipal Bond Insurer as an accommodation to the City for the premiums relating to the Municipal Bond Insurance Policy and the Reserve Policy. Amounts required to pay Delivery Costs shall be deposited in the Delivery Costs Fund and the amount estimated to be required to pay Project Costs shall be deposited in the Project Fund.

Section 3.02. Acquisition and Construction of the Project. The Corporation hereby appoints the City as its agent to acquire and construct the Project.

Section 3.03. Payment of Project Costs and Delivery Costs. Payment of the Project Costs shall be made from the moneys deposited with the Trustee in the Project Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Section 3.02 of the Trust Agreement. Payment of Delivery Costs shall be made from the moneys deposited with the Trustee in the Delivery Costs Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Section 3.04 of the Trust Agreement. The City hereby covenants to pay necessary Project Costs and Delivery Costs in excess of amounts available from Certificate proceeds from any legally available source of funds.

Section 3.04. Unexpended Proceeds. In accordance with Section 3.05 of the Trust Agreement, all excess moneys remaining in the Project Fund and not required for payment of Project Costs shall be transferred to the Installment Payment Fund for application to payment of the Installment Payments as the same become due and payable.

ARTICLE IV

SALE OF PROJECT; TITLE TO THE PROJECT; TERM OF THE INSTALLMENT SALE AGREEMENT; INSTALLMENT PAYMENTS

Section 4.01. Sale. The Corporation hereby sells, bargains and conveys the Project to the City, and the City hereby purchases the Project from the Corporation upon the terms and conditions set forth in this Installment Sale Agreement.

Section 4.02. Title. The City and the Corporation agree that title to the Project shall be deemed conveyed to and vested in the City on the Closing Date, subject only to Permitted Encumbrances. The Corporation and its officers shall take all actions necessary to vest in the City all of the Corporation's rights in and title to the Project.

Section 4.03. Term of the Installment Sale Agreement. The Term of this Installment Sale Agreement shall commence on the Closing Date, and shall end on the date on which the City shall have paid all of the Installment Payments and all other amounts due and payable hereunder, including any Policy Costs due and owing to the Municipal Bond Insurer under Section ____ of the Trust Agreement and any Insurer Reimbursement Amounts or other amounts due and owing to the Municipal Bond Insurer under Article ____ of the Trust Agreement.

Notwithstanding the foregoing, the Term of the Installment Sale Agreement shall not end so long as any amounts are owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy, the Reserve Policy or the Insurance Agreement.

Section 4.04. Installment Payments.

(a) *Obligation to Pay*. The City agrees to pay to the Corporation, its successors and assigns, as the purchase price of the Project, the Installment Payments, consisting of components of principal and interest, on the Installment Payment Dates and in the amounts specified in Section 4.06(b) hereof, except that such amounts shall be reduced by moneys on deposit in the Installment Payment Fund and credited to the payment of Installment Payments next due. The Installment Payments shall be payable solely from Net Revenues as hereinafter provided. The first Installment Payment shall be due on March 1, 2020.

(b) *Reduction Upon Partial Prepayment*. In the event the City prepays less than all of the remaining principal components of the Installment Payments pursuant to Sections 10.02 and 10.03 hereof, the amount of such prepayment shall be applied to reduce the principal component of the subsequent remaining Installment Payments in inverse order of Installment Payment Date and the interest component of each subsequent remaining Installment Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates redeemed as a result of such prepayment. The City shall provide the Trustee with a revised Installment Payment schedule. The obligations to repay the Municipal Bond Insurer under Section ____ and Article ____ of the Trust Agreement shall survive prepayment.

(c) *Rate on Overdue Payments*. In the event the City should fail to make any of the payments required in this Section 4.04 so that there are insufficient moneys on hand in the Installment Payment Fund to pay any Installment Payment in full on an Installment Payment

Date, the Installment Payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date thereof at the rate of interest payable with respect to the Certificates.

(d) *Assignment*. The City understands and agrees that the Corporation has assigned its right, title and interest (but not its duties or obligations) in this Installment Sale Agreement to the Trustee pursuant to the Assignment Agreement for the benefit of the Owners and the City assents to such assignment. The Corporation hereby directs the City, and the City hereby agrees, to pay to the Trustee at the Trustee's principal corporate trust office or at such other place as the Trustee shall direct in writing, all payments payable by the City pursuant to this Section 4.04 and all amounts payable by the City pursuant to Article X hereof.

Section 4.05. Special Obligation of the City. The City's obligation to pay the Installment Payments shall be a special obligation limited solely to Net Revenues. Under no circumstances shall the City be required to advance any moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments, nor shall any other funds or property of the City be liable for the payment of the Installment Payments.

The obligations of the City to make the Installment Payments from Net Revenues and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the City, the Corporation or the Trustee of any obligation to the City or otherwise with respect to the Project, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the City by the Corporation or the Trustee. Until such time as all of the Installment Payments shall have been fully paid or prepaid, the City (a) will not suspend, abate, or discontinue any payments provided for in Section 4.04 hereof, (b) will perform and observe all other agreements contained in this Installment Sale Agreement, and (c) will not terminate the Term of the Installment Sale Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Corporation or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement, the Assignment Agreement or this Installment Sale Agreement.

Nothing contained in this Section 4.05 shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained, and in the event the Corporation shall fail to perform any such agreements on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of the preceding paragraph. The City may, however, at the City's own cost and expense and in the City's own name or in the name of the Corporation prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect the City's right of possession, occupancy and use hereunder, and in such event the Corporation hereby agrees to cooperate fully with the City and to take such action necessary to effect the substitution of the City for the Corporation in such action or proceeding if the City shall so request.

Section 4.06. Pledge of Net Revenues; Deposits to Pay Installment Payments; Release from Lien.

(a) *Pledge of Net Revenues.* The City hereby agrees that the payment of the Installment Payments shall be secured by a pledge, charge and first and prior lien upon Net Revenues, and Net Revenues sufficient to pay the Installment Payments as they become due and payable are hereby pledged, charged, assigned, transferred and set over by the City to the Corporation and its assigns for the purpose of securing payment of the Installment Payments. The Net Revenues shall constitute a trust fund for the security and payment of the Installment Payments.

(b) *Transfer to Pay Installment Payments.* In order to provide for the payment of Installment Payments when due, the City shall, on or before each Installment Payment Date, transfer to the Trustee for deposit into the Installment Payment Fund the amount indicated in Exhibit C attached hereto as required for the next occurring Interest Payment Date. Notwithstanding Exhibit C attached hereto, the City shall be obligated to make Installment Payments sufficient to pay all principal and interest due with respect to the Certificates.

(c) *Release from Lien.* Following the transfer described in paragraph (b) of this Section 4.06 with respect to the September 1 Installment Payment Date, Net Revenues in excess of amounts required for the payment of Installment Payments and any Parity Obligations in that Fiscal Year shall be released from the lien of this Installment Sale Agreement and shall be available for any lawful purpose of the City.

(d) *Limitation on Use of Net Revenues for Capital Improvements.* The City hereby agrees that Net Revenues shall not be applied for the payment of capital improvements relating to the Enterprise until such Net Revenues have been released from the lien of this Installment Sale Agreement as described in paragraph (c) of this Section 4.06.

Section 4.07. Rate Covenant.

(a) The City hereby covenants that it shall prescribe, revise and collect such charges for the services and facilities of the Enterprise which, after allowances for contingencies and error in the estimates, shall produce Gross Revenues sufficient in each Fiscal Year to provide Net Revenues equal to at least 1.25 times (i) the Installment Payments coming due and payable during such Fiscal Year, and (ii) all payments required with respect to Parity Obligations coming due in such Fiscal Year.

(b) If, in any Fiscal Year, charges for the services and facilities of the Enterprise which, after allowances for contingencies and error in the estimates, shall produce Gross Revenues insufficient in such Fiscal Year to provide Net Revenues equal to at least 1.25 times (i) the Installment Payments coming due and payable during such Fiscal Year, and (ii) all payments required with respect to Parity Obligations coming due in such Fiscal Year, the City covenants and agrees notify the Trustee of such fact and to employ an independent consultant to make recommendations as to a revision of the rates, fees and charges of the Enterprise or the methods of operation of the Enterprise that will result in producing Net Revenues equal to at least 1.25 times (i) the Installment Payments coming due and payable during such Fiscal Year, and (ii) all payments required with respect to Parity Obligations.

(c) The City covenants and agrees that it shall, promptly upon its receipt of such recommendations from such consultant, subject to applicable requirements or restrictions imposed by law, and subject to a good faith determination of the City Council that such recommendations, in whole or in part, are in the best interests of the City, revise its rates, fees

and charges or its methods of operation or collections and shall take such other action as shall be in conformity with such recommendations. In the event that the City fails to comply with such recommendations, subject to the applicable requirements or restrictions imposed by law and to the determination of the City Council of the City that such recommendations are in the best interests of the City, the Corporation, or its assignee, may, in addition to the rights and remedies elsewhere set forth in this Installment Sale Agreement, and shall, upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and being indemnified to its satisfaction therefor, institute and prosecute an action or proceeding in a court of competent jurisdiction to compel the City to comply with the recommendations and requirements of this paragraph (c). If the City complies in all material respects with the reasonable recommendations of the consultant in respect to said rates, fees, charges and methods of operation or collection, the City will be deemed to have complied with the covenants described above notwithstanding that Net Revenues shall be less than the amount required under this Installment Sale Agreement for such Fiscal Year; provided, however, that such rates, fees, charges and methods of operation or collection shall produce Net Revenues equal to at least 100% of (i) the Installment Payments coming due and payable during such Fiscal Year, and (ii) all payments required with respect to Parity Obligations coming due in such Fiscal Year; provided further, that this sentence shall not be construed as in any way excusing the City from taking any action or performing any duty required under this Installment Sale Agreement or be construed as constituting a waiver of any other Event of Default.

Section 4.08. Limitations on Future Obligations Secured by Net Revenues.

(a) *No Obligations Superior to Installment Payments.* In order to protect further the availability of the Net Revenues and the security for the Installment Payments and any Parity Obligations, the City hereby agrees that the City shall not, so long as any Certificates are outstanding, issue or incur any obligations payable from Gross Revenues or Net Revenues superior to the Installment Payments or such Parity Obligations.

(b) *Parity Obligations.* The City further covenants that, except for obligations issued or incurred to prepay the Installment Payments in full pursuant to Section 10.02 hereof, the City shall not issue or incur any Parity Obligations unless:

(i) The City is not in default under the terms of this Installment Sale Agreement;

(ii) Net Revenues, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the resolution pursuant to which instrument such Parity Obligations is issued or incurred, as shown by the books of the City, plus, at the option of the City, the additional allowance described below, shall have amounted to at least 1.25 times the sum of the maximum Installment Payments coming due and payable in any future Fiscal Year and the maximum annual debt service on all Parity Obligations outstanding immediately subsequent to the incurring of such additional obligations.

Either or both of the following items may be added to such Net Revenues for the purpose of applying the restriction contained in this subsection (b)(ii):

(A) An allowance for revenues from any additions to or improvements or extensions of the Enterprise to be constructed with the proceeds of such additional obligations, and also for net revenues from any such additions,

improvements or extensions which have been from moneys from any source but which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 70% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period following closing of the proposed Parity Obligations, all as shown by the certificate or opinion of a qualified independent consultant employed by the City, may be added to such Net Revenues for the purpose of applying the restriction contained in this subsection (b)(ii).

(B) An allowance for earnings arising from any increase in the charges made for service from the Enterprise which has become effective prior to the incurring of such additional obligations but which, during all or any part of such Fiscal Year, was not in effect, in an amount equal to 100% of the amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year and any period prior to the incurring of such additional obligations, as shown by the certificate or opinion of a qualified independent engineer employed by the City.

(iii) A reserve fund may, but shall not be required to be, funded for such Parity Obligations.

(iv) Interest with respect to such Parity Obligations shall be paid on the Installment Payment Dates.

(v) Principal with respect to such Parity Obligations shall be paid on September 1.

(c) *Subordinate Obligations.* The City further covenants that the City shall not issue or incur any Subordinate Obligations unless:

(i) Net Revenues, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the resolution pursuant to which instrument such Subordinate Obligations is issued or incurred, as shown by the books of the City shall, after deducting all amounts required for the payment of Installment Payments and any Parity Obligations, have amounted to at least 1.00 times the sum of the maximum annual debt service on all Subordinate Obligations outstanding immediately subsequent to the incurring of such additional obligations. An allowance for earnings arising from any increase in the charges made for service from the Enterprise which has become effective prior to the incurring of such additional obligations but which, during all or any part of such Fiscal Year, was not in effect, may be added in an amount equal to 100% of the amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year and any period prior to the incurring of such additional obligations, as shown by the certificate or opinion of a qualified independent engineer employed by the City.

(ii) Interest with respect to such Subordinate Obligations shall be paid fifteen dates after the Interest Payment Dates.

(iii) Principal with respect to such Subordinate Obligations shall be paid on fifteen days after each September 1.

(d) *Calculating Debt Service on Variable Rate Debt.* For all purposes, variable rate indebtedness shall be assumed to bear interest at the highest of: (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (A) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Code, the most recently published *Bond Buyer "Revenue Bond Index"* (or comparable index if no longer published) plus 50 basis points, or (B) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities plus 50 basis points; provided, however, that for purposes of any rate covenant measuring actual debt service coverage during a test period, variable rate indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period.

Section 4.09. Additional Payments. In addition to the Installment Payments, the City shall pay, from Net Revenues, when due the following Additional Payments:

(a) Any amounts due to the Trustee pursuant to the Trust Agreement for all services rendered under the Trust Agreement and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Trust Agreement.

(b) Any reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the City, the Corporation or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Installment Sale Agreement or the Trust Agreement.

(c) Any reasonable out-of-pocket expenses of the City in connection with the execution and delivery of this Installment Sale Agreement or the Trust Agreement, or in connection with the execution and delivery of the Certificates, including any and all expenses incurred in connection with the authorization, execution, sale and delivery of the Certificates, or incurred by the Corporation in connection with any litigation which may at any time be instituted involving this Installment Sale Agreement, the Trust Agreement, the Certificates or any of the other documents contemplated hereby or thereby, or incurred by the Corporation in connection with the Continuing Disclosure Certificate, or otherwise incurred in connection with the administration thereof.

(e) The City agrees to pay (i) in trust, any Insurer Advances (as more fully described in Article XIV of the Trust Agreement), (ii) any amounts owed to the Municipal Bond Insurer pursuant to Article XIV of the Trust Agreement and (iii) any other amounts payable to the Municipal Bond Insurer pursuant to the Trust Agreement. The City's obligation to pay such amounts shall expressly survive payment in full of the Certificates.

ARTICLE V
MAINTENANCE; TAXES; INSURANCE; AND
OTHER MATTERS

Section 5.01. Maintenance, Utilities, Taxes and Assessments. The City covenants to operate the Enterprise in an efficient and economical manner and operate, maintain and preserve the Enterprise in good repair and working order.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature charged to the Corporation or the City or levied, assessed or charged against the Enterprise or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of the Installment Sale Agreement as and when the same become due. The City shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by the Corporation, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon property.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation or the Municipal Bond Insurer shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Corporation and the Municipal Bond Insurer with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation. The City shall provide the Corporation and the Municipal Bond Insurer with written notice of any such contest and shall provide such updates on the contest as the Corporation or the Municipal Bond Insurer may reasonably request.

Section 5.02. Modification of Project. The City shall, at its own expense, have the right to remodel the Project or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Installment Sale Agreement. Such additions, modifications and improvements shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Project, upon completion of any additions, modifications and improvements made pursuant to this Section 5.02, shall be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements.

Section 5.03. Public Liability and Property Damage Insurance. The City shall maintain or cause to be maintained, throughout the Term of the Installment Sale Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the City and the Trustee and the Municipal Bond Insurer and their respective members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the construction or operation of the Enterprise (but only if such insurance is available at reasonable cost on the open market from

reputable insurance companies). Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$250,000 (subject to a deductible clause of not to exceed \$300,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the City. If the City shall maintain self-insurance, it shall supply to the Trustee a statement of sufficiency by an independent insurance consultant or the City's risk manager on an annual basis as described in Section 5.05 hereof. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.04. Fire and Extended Coverage Insurance. The City shall procure and maintain, or cause to be procured and maintained, throughout the Term of the Installment Sale Agreement, insurance against loss or damage to any structures constituting any part of the Enterprise (excluding transmission and distribution pipelines and equipment in public and private rights-of-way) by fire and lightning, with extended coverage insurance. Such insurance shall be in an amount equal to the greater of 100% of the replacement cost of the Project or the then Outstanding principal amount of Certificates. Such insurance may be subject to a deductible clause of not to exceed ten percent of said replacement cost for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the City, and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the City. If the City shall maintain self-insurance, it will supply to the Trustee a statement of sufficiency by an independent insurance consultant or the City's risk manager on an annual basis as described in Section 5.05 hereof. The Net Proceeds of such insurance shall be applied as provided in Section 6.01(a) hereof.

Section 5.05. Insurance Net Proceeds; Form of Policies. The insurance required by Section 5.04 hereof shall provide that all proceeds thereunder shall be payable to the Trustee as and to the extent required hereunder, shall name the Trustee and the Municipal Bond Insurer as an additional insured and shall be applied as provided in Section 6.01 hereof. Insurance must be provided by an insurer rated "A" or better by S&P or A.M. Best Company, unless waived by the Municipal Bond Insurer (and notified the Trustee in writing). The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Installment Sale Agreement. All policies evidencing required insurance shall provide thirty (30) days' prior written notice to the Corporation, the City, the Trustee and the Municipal Bond Insurer of any cancellation, reduction in amount or material change in coverage. The Trustee shall not be responsible for the sufficiency of any insurance herein required, including any forms of self-insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss. The City shall cause to be delivered annually on or before each July 1 to the Trustee and the Municipal Bond Insurer a certification, signed by a City Representative, stating compliance with the provisions of Sections 5.03 through 5.05 of this Installment Sale Agreement. The Trustee shall be entitled to rely on such certification without independent investigation. The City shall have the adequacy of any insurance reserves maintained by the City or by a nonprofit public benefit corporation, if applicable, for purposes of the insurance required by Sections 5.03 through 5.05 of this Installment Sale Agreement reviewed at least annually, on or before each July 1, by an independent insurance consultant

and shall maintain reserves in accordance with the recommendations of such consultant to the extent moneys are available for such purpose and not otherwise appropriated.

Section 5.06. Advances. If the City shall fail to perform any of its obligations under this Article V, the Corporation may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as soon as possible, with interest at the rate of interest with respect to the Certificates from the date of the advance to the date of repayment.

Section 5.07. Installation of City's Equipment. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Project. All such items shall remain the sole property of the City, in which neither the Corporation nor the Trustee shall have any interest, and may be modified or removed by the City at any time provided that the City shall repair and restore any and all damage to the Project resulting from the installation, modification or removal of any such items. Nothing in this Installment Sale Agreement shall prevent the City from purchasing items to be installed pursuant to this Section 5.07 under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof.

Section 5.08. Operation of the Enterprise. The City covenants to operate, or cause to be operated, the Enterprise in accordance with customary standards and practices applicable to similar facilities.

Section 5.09. Private Activity Bond Limitation. The City shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Installment Sale Agreement to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(b) of the Code.

Section 5.10. Private Loan Financing Limitation. The City shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Installment Sale Agreement to satisfy the private loan financing test of section 141(c) of the Code.

Section 5.11. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Certificates or the Installment Sale Agreement to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.12. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

Section 5.13. Eminent Domain. Any amounts received as awards as a result of the taking of all or any part of the Enterprise by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the City, shall either (a) be used for the acquisition or construction of improvements and extension or replacement facilities of the Enterprise, or (b) be applied to prepay or redeem the Installment Payments and any Parity Obligations, on a pro rata basis, in the manner provided in Section 10.03 herein and in the instruments authorizing such Parity Obligations.

If such eminent domain proceedings have had no effect, or at most an immaterial effect, upon the Net Revenues and the ability of the City to pay the Installment Payments under this Installment Sale Agreement and the Parity Obligations, and a Certificate of the City to such effect has been filed with the Corporation, then the City shall be permitted to deposit such proceeds in the Installment Payment Fund.

Section 5.14. Collection of Rates and Charges. The City will have in effect at all times by-laws, rules and regulations requiring each customer to pay the rates and charges applicable to the services and facilities furnished by the Enterprise to such land and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the City may discontinue such service from the Enterprise, and such service shall not thereafter be recommenced except in accordance with the City laws or rules and regulations governing such situations of delinquency.

ARTICLE VI

APPLICATION OF NET PROCEEDS

Section 6.01. Application of Net Proceeds.

(a) *From Insurance Award.* The Net Proceeds of any insurance award resulting from any damage to or destruction of the Project by fire or other casualty shall be deposited in the Insurance and Condemnation Fund by the Trustee promptly upon receipt thereof and, if the City Representative notifies the Trustee in writing of the City's determination that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of the City, then such Net Proceeds shall be promptly transferred by the Trustee to the Installment Payment Fund to be applied as provided in Section 10.03 hereof. All Net Proceeds deposited in the Insurance and Condemnation Fund and not so transferred shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by the City, upon receipt of a requisition, signed by the City Representative stating with respect to each payment to be made (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Each such requisition of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Any balance of the Net Proceeds remaining after such work has been completed shall be transferred to the Installment Payment Fund. The City covenants that it will commence such replacement, repair, restoration, modification or improvement or indicate that such replacement, repair, restoration, modification or improvement is not economically feasible within 180 days of receipt of such Net Proceeds.

(b) *From Eminent Domain Award.* The Net Proceeds of any eminent domain award shall be deposited in the Insurance and Condemnation Fund to be held and applied by the Trustee pursuant to Article VII of the Trust Agreement.

ARTICLE VII

DISCLAIMER OF WARRANTIES; ACCESS

Section 7.01. Disclaimer of Warranties. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY FOR THE PROJECT OR ANY ITEM THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT OR ANY ITEM THEREOF. IN NO EVENT SHALL THE AUTHORITY AND ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THIS INSTALLMENT SALE AGREEMENT OR THE TRUST AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING OR CITY'S USE OF THE PROJECT.

Section 7.02. Access to the Enterprise and Records. To the extent permitted by law, the City agrees that the Corporation, any Corporation Representative, the Corporation's successors or assigns and the Municipal Bond Insurer, shall have the right at all reasonable times to enter upon and to examine and inspect the Enterprise. The City further agrees that the Corporation, any Corporation Representative, the Corporation's successors or assigns and the Municipal Bond Insurer, shall have such rights of access to the Enterprise as may be reasonably necessary to cause the proper maintenance of the Enterprise in the event of failure by the City to perform its obligations hereunder. In addition, the City agrees that the Corporation, any Corporation Representative, the Corporation's successors or assigns and the Municipal Bond Insurer, shall have the right at all reasonable times to inspect and examine all books, papers and records of the Corporation and the City pertaining to the Enterprise and the Certificates, to make copies thereof and to take non-privileged memoranda therefrom or with respect thereto as may be desired.

Section 7.03. Release and Indemnification Covenants. The City shall and hereby agrees to indemnify and save the Corporation, the Municipal Bond Insurer and the Trustee and their respective officers, agents, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Enterprise by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Enterprise, (d) any act or negligence of any sublessee of the City with respect to the Enterprise, (e) the acquisition and construction of the Project or the authorization of payment of the Project Costs, (f) the performance by the Trustee of its duties and obligations under the Trust Agreement, (g) the presence on, under or about, or release from, the Enterprise of any substance, material or waste which is, or which becomes, regulated or classified as hazardous or toxic under State, federal or local law, or (h) the offer, sale and delivery of the Certificates. No indemnification is made under this Section 7.03 or elsewhere in this Installment Sale Agreement for adjudicated willful misconduct or negligence by the Corporation, the Municipal Bond Insurer or the Trustee, or their respective officers, employees, successors or assigns. The rights of the Trustee and the obligations of the City under this Section 7.03 shall survive the termination of this Installment Sale Agreement and the resignation or removal of the Trustee.

ARTICLE VIII

ASSIGNMENT, SALE AND AMENDMENT

Section 8.01. Assignment by the Corporation. The Corporation's right, title and interest in this Installment Sale Agreement, including the right to receive and enforce payment of the Installment Payments to be made by the City under this Installment Sale Agreement, have been assigned to the Trustee, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the City hereby consents.

Section 8.02. Assignment, Sale and Disposition by the City. This Installment Sale Agreement may not be assigned by the City, and the Enterprise may not be sold by the City during the Term of this Installment Sale Agreement.

The City may lease the Project, or any portion thereof, subject to all of the following conditions:

(a) This Installment Sale Agreement and the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;

(b) The City shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Trustee and the Municipal Bond Insurer a true and complete copy of the documents accomplishing such lease;

(c) No such lease by the City shall cause the Enterprise to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State; and

(d) No such lease shall cause the interest component of the Installment Payments to become subject to federal or State personal income taxes.

Section 8.03. Amendment of Installment Sale Agreement. The City and the Corporation shall have the right to modify or amend this Installment Sale Agreement without the consent of any of the Owners, but with the prior written consent of the Municipal Bond Insurer, or any of the owners of Parity Obligations, but only if such amendment or modification does not cause interest component of the Certificates to be includable in gross income for federal income tax purposes in the opinion of Special Counsel, and only if such amendment or modification does not materially adversely affect the interests of the Owners in the opinion of Special Counsel, and only if such amendment or modification is for any one or more of the following purposes:

(a) to provide for the issuance of Parity Obligations pursuant to Section 4.08(b);

(b) to add to the covenants and agreements of the City contained in this Installment Sale Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(c) to cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, or in any other respect whatsoever as the Corporation and the City may deem necessary or desirable; or

(d) to amend any provision thereof for the purpose of complying with the applicable requirements of the Code.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default Defined. The following shall be “events of default” under this Installment Sale Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

(a) Failure by the City to pay any Installment Payment by the Installment Payment Date or failure to make any other payment required to be paid hereunder at the time specified herein; or

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Installment Sale Agreement or the Trust Agreement, other than as referred to in clause (a) of this Section 9.01, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation, the Trustee, the Municipal Bond Insurer or the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Certificates then Outstanding; *provided, however*, if the failure stated in the notice cannot be corrected within the applicable period, the Corporation, the Trustee or such Owners, as applicable, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(c) The filing by the City of a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property; or

(d) An event of default shall have occurred and be continuing with respect to any Parity Obligations.

Section 9.02. Remedies on Default. Whenever any event of default referred to in Section 9.01 hereof shall have happened and be continuing, the Corporation shall have the right, at its option and without any further demand or notice, to:

(a) declare all principal components of the unpaid Installment Payments, together with accrued interest at the rate or rates specified in the respective Outstanding Certificates from the immediately preceding Installment Payment Date on which payment was made, to be immediately due and payable, whereupon the same shall become due and payable; and

(b) take whatever action at law or in equity may appear necessary or desirable to collect the Installment Payments then due or thereafter to become due during the Term of the Installment Sale Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Installment Sale Agreement.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article IX it shall not be necessary to give any notice, other than such notice as may be required in this Article IX or by law.

Section 9.04. Prosecution and Defense of Suits. The City shall promptly, upon request of the Corporation or its assignee, from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and, to the extent permitted by law, shall indemnify or cause to be indemnified the Corporation and its assignee for all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceedings.

To the extent permitted by law, the City shall defend, or cause to be defended, against every suit, action or proceeding at any time brought against the Corporation or its assignee upon any claim arising out of the receipt, application or disbursement of any of the Net Revenues or involving the rights or duties of the Corporation or its assignee under this Installment Sale Agreement or the Trust Agreement; provided, that the Corporation and its assignee at their election may appear in and defend any such suit, action or proceeding. The City shall indemnify or cause to be indemnified the Corporation and its assignee against any and all liability claimed or asserted by any person, arising out of such receipt, application or disbursement. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect, even though all Installment Payments have been fully paid and satisfied, until a date which is three (3) years following the payment of the last of said Installment Payments.

Section 9.05. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.06. Application of the Proceeds. The Trustee, as assignee of the Corporation, shall apply all amounts received under this Article IX as set forth in Section 2.07 of the Trust Agreement.

Section 9.07. Liability Limited to Net Revenues. Notwithstanding any provision of this Installment Sale Agreement, the City's liability to pay the Installment Payments and other amounts hereunder shall be limited solely to Net Revenues as provided in Sections 4.05 and 4.06 hereof. In the event that Net Revenues shall be insufficient at any time to pay an Installment Payment in full, the City shall not be liable to pay or prepay such Installment Payment other than from Net Revenues.

Section 9.08. Trustee and Certificate Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the City

hereby consents. Such rights and remedies shall be exercised by the Trustee and the Owners of the Certificates as provided in the Trust Agreement.

Section 9.09. Pro Rata Application of Net Revenues. If, at any time, there is a deficiency in Net Revenues available to pay the Installment Payments and any amounts due with respect to Parity Obligations, available Net Revenues shall be applied on a *pro rata* basis to the payment of such Installment Payments and to the payment of amounts due with respect to such Parity Obligations.

ARTICLE X

PREPAYMENT OF INSTALLMENT PAYMENTS

Section 10.01. Prepayment. The City shall have the right to prepay the Installment Payments, but only in the manner, at the times and in all respects in accordance with the provisions of this Article X.

Section 10.02. Optional Prepayment. Subject to the terms and conditions of this Section 10.02, the Corporation hereby grants an option to City to prepay the Installment Payments in full, by paying the total unpaid principal component of the Installment Payments as set forth in Exhibit C or in part, but not in an amount of less than \$5,000 or any integral multiple thereof, at any one time. Said option may be exercised with respect to Installment Payments due on and after September 1, ____, in whole or in part on any date on or after September 1, ____. Said option shall be exercised by City by giving written notice to the Corporation and the Trustee of the exercise of such option at least sixty (60) days prior to said Installment Payment Date. Such option shall be exercised in the event of prepayment in full, by depositing by the applicable date of prepayment listed below cash in the amount sufficient to pay the total unpaid principal component of the Installment Payments as set forth in Exhibit C on said Installment Payment Date, together with any Installment Payments then due but unpaid, or, in the event of prepayment in part, by depositing by the applicable date of prepayment listed below, an amount divisible by \$5,000 equal to the amount desired to be prepaid together with any Installment Payments then due but unpaid. The obligations to repay the Municipal Bond Insurer under Section ____ and Article ____ of the Trust Agreement shall survive prepayment.

Section 10.03. Mandatory Prepayment from Net Proceeds of Insurance or Condemnation. The City shall be obligated to prepay the Installment Payments in whole or in part on any Installment Payment Date, from and to the extent of any Net Proceeds of any insurance or condemnation award theretofore deposited in the Installment Payment Fund for such purpose pursuant to Section 6.01 hereof or pursuant to Section 4.01(b) of the Trust Agreement. The City and the Corporation hereby agree that such Net Proceeds shall be credited towards the City's obligations under this Section 10.03. Except in the case of such prepayment of the Installment Payments in full, such payment shall be in addition to the Installment Payment required to be paid by the City on such date.

Section 10.04. Credit for Amounts on Deposit. In the event the City elects or is required to prepay the Installment Payments in full under this Article X, such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, all amounts then on deposit in the Installment Payment Fund or the Project Fund shall be credited towards the amounts required to be so prepaid.

Section 10.05. Security Deposit. Notwithstanding any other provision of this Installment Sale Agreement, the City may, on any date, secure the payment of Installment Payments by a deposit with the Trustee, as escrow holder under an escrow deposit and trust agreement as referenced in Section 13.01(d) of the Trust Agreement, of:

(a) in the case of a security deposit relating to all Installment Payments, either (i) an amount which, together with amounts on deposit in the Installment Payment Fund, is sufficient to pay all unpaid Installment Payments, including the principal and interest components thereof, in accordance with the Installment Payment schedule set forth in Exhibit C attached hereto, or (ii) Federal Securities, together with cash, if required, in such amount as will, in the

opinion of nationally-recognized bond counsel and of an independent certified public accountant, together with interest to accrue thereon and, if required, all or a portion of moneys or Federal Securities then on deposit in the Installment Payment Fund, be fully sufficient to pay all unpaid Installment Payments on their Installment Payment Date; or

(b) in the case of a security deposit relating to a portion of the Installment Payments both (i) a certificate executed by a City Representative designating the portion of the Installment Payments to which the deposit pertains, and (ii) cash or Federal Securities , in such amount as will, together with interest to be received thereon, if any, and an allocable portion of amounts on deposit in the Installment Payment Fund, be fully sufficient in the opinion of an independent certified public accountant, to pay the portion of the Installment Payments designated in the aforesaid City Representative's certificate.

In the event of a deposit pursuant to this Section 10.05, all obligations of the City under this Installment Sale Agreement pertaining to the portion of the Project for which the deposit has been made shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all Installment Payments, or the portion of Installment Payments to which the deposit pertains, from the deposit made by City pursuant to this Section 10.05. Said deposit shall be deemed to be and shall constitute a special fund for the payment of Installment Payments in accordance with the provisions of this Installment Sale Agreement; and further provided that any security deposit relating to the Project shall not affect the covenant of the City contained in Section 4.07 hereof in the event such security deposit is insufficient to pay or prepay all Installment Payments relating to the Project when and as the same become due and payable. Upon said deposit, the Corporation will execute or cause to be executed any and all documents as may be necessary to release the security provided hereby to the extent of such deposit.

ARTICLE XI
MISCELLANEOUS

Section 11.01. Notices. All written notices to be given under this Installment Sale Agreement shall be given by facsimile or by mail first class, postage prepaid, to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail, with postage fully prepaid.

If to the Corporation:	Porterville Public Improvement Corporation c/o City of Porterville 291 North Main Street Porterville, CA 93257 Attention: City Manager Telephone: (559) 782-7466
If to the City:	City of Porterville 291 North Main Street Porterville, CA 93257 Attention: City Manager Telephone: (559) 782-7466
If to the Trustee:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Los Angeles, CA 90071 Attention: Global Corporate Trust Telephone: (213) 615-6051
If to the Municipal Bond Insurer:	_____ _____ _____ Attention: _____ Re: Policy No. _____ and Reserve Policy No. _____ Phone: (212) ____-_____

The Corporation, the City, the Municipal Bond Insurer or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

Section 11.02. Information to be Given to the Municipal Bond Insurer. In addition to the provisions of Section _____ of the Trust Agreement, to which the City acknowledges and agrees:

(a) The City shall provide the Municipal Bond Insurer with the following information:

(i) the fiscal year budget of the City within thirty (30) days after adoption of such budget;

(ii) not later than nine months after the end of the fiscal year, audited financial statements of the City prepared by an independent certified public accountant, together with a certificate of the City stating that no event of default has occurred or is continuing under this Installment Sale Agreement or the Trust Agreement;

(iii) prior to the incurrence of additional Parity Obligations, any disclosure document or financing agreement pertaining to such additional obligations, which disclosure document or financing agreement shall include, without limitation, the applicable maturity schedule, interest rate or rates, redemption and security provisions pertaining to any such additional obligations;

(iv) within thirty (30) days following any litigation or investigation that may have a material adverse effect on the financial position of the City of such litigation;

(v) immediate notice of any draw on the Reserve Fund to make delinquent Installment Payments;

(vi) notice of any Event of Default known to the City within five (5) Business Days after knowledge thereof;

(vii) prior notice of the advance refunding or redemption of any of the Certificates, including the principal amount, maturities and CUSIP numbers thereof;

(viii) notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(ix) notice of the commencement of any proceeding by or against the Corporation or the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(x) notice of the making of any claim in connection with any insolvency proceeding seeking the avoidance as a preferential transfer of any payment of principal or interest with respect to the Certificates;

(xi) a full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Trust Agreement and/or this Installment Sale Agreement; and

(xii) (A) all notices and other information the City is obligated to provide under its Continuing Disclosure Certificate and (B) all reports, notices and correspondence to be delivered to Owners under the terms of the Trust Agreement and/or this Installment Sale Agreement.

(b) The City will permit the Municipal Bond Insurer to discuss the affairs, finances and accounts of the City or any information the Municipal Bond Insurer may reasonably request regarding the security for the Installment Payments with appropriate officers of the City. The City will permit the Municipal Bond Insurer to have access to and to make copies of all books and records relating to the Certificates at any reasonable time upon reasonable notice on any Business Day.

The Municipal Bond Insurer shall have the right to direct an accounting, at the City's expense, and the City's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Municipal Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period

and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

Section 11.03. Amendments Require the Municipal Bond Insurer Consent. This Installment Sale Agreement may not be amended or supplemented without the prior written consent of the Municipal Bond Insurer.

Section 11.04. Limitation on Additional Debt. Notwithstanding the satisfaction of the other conditions to the incurrence of Parity Obligations hereunder, no such incurrence may occur (a) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such incurrence, and (b) unless the Reserve Fund is fully funded at the Reserve Requirement (including the proposed issue) upon the incurrence of such Parity Obligations, in either case unless otherwise permitted by the Municipal Bond Insurer.

Section 11.05. Municipal Bond Insurer as Third Party Beneficiary. To the extent that this Installment Sale Agreement confers upon or gives or grants to the Municipal Bond Insurer any right, remedy or claim under or by reason of this Installment Sale Agreement, the Municipal Bond Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 11.06. Binding Effect. This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns.

Section 11.07. Severability. In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.08. Amendments, Changes and Modifications. Subject to the provisions of Section 8.03 hereof, this Installment Sale Agreement may be amended or any of its terms modified with the written consent of the City and the Corporation.

Section 11.09. Net Contract. This Installment Sale Agreement shall be deemed and construed to be a "net contract" and the City hereby agrees that the Installment Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 11.10. Further Assurances and Corrective Instruments. The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

Section 11.11. Execution in Counterparts. This Installment Sale Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.12. Applicable Law. This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.13. Corporation and City Representatives. Whenever under the provisions of this Installment Sale Agreement the approval of the Corporation or the City is required, or the Corporation or the City is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by an Corporation Representative and for the City by a City Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 11.14. Captions. The captions or headings in this Installment Sale Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Installment Sale Agreement.

IN WITNESS WHEREOF, the Corporation has caused this Installment Sale Agreement to be executed in its corporate name by its duly authorized officers; and the City has caused this Installment Sale Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION

By _____
Executive Director

Attest:

Secretary

CITY OF PORTERVILLE

By _____
City Manager

Attest:

City Clerk

EXHIBIT B
DESCRIPTION OF THE PROJECT

The Project consists of _____.

EXHIBIT C

SCHEDULE OF INSTALLMENT PAYMENTS

Installment Payment Date	Principal Component	Interest Component	Total Installment Payment
--------------------------------	------------------------	-----------------------	---------------------------------

ASSIGNMENT AGREEMENT

by and between the

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, as Assignor

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated as of December 1, 2019

(2019 Financing Project)

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated as of December 1, 2019, by and between the PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee under the hereinafter defined Trust Agreement (the "Trustee");

W I T N E S S E T H :

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto recite and agree as follows:

Section 1. Recitals.

(a) The Corporation and the City of Porterville, California (the "City"), have entered into an installment sale agreement, by and between the Corporation and the City, dated as of December 1, 2019 (together with any amendments or supplements thereto, the "Installment Sale Agreement"), whereby the Corporation has agreed to sell to the City, and the City has agreed to purchase from the Corporation, certain improvements to the City's municipal sewer enterprise, as more particularly described in the Installment Sale Agreement (as amended or modified from time to time, the "Project"), in the manner and on the terms set forth in the Installment Sale Agreement.

(b) Under the Installment Sale Agreement, the Corporation is required to deposit or cause to be deposited with the Trustee certain moneys to be credited, held and applied in accordance with a trust agreement by and among the Trustee, the Corporation and the City, dated as of December 1, 2019 (together with any amendments or supplements thereto, the "Trust Agreement").

(c) Upon delivery of the Installment Sale Agreement and the deposit of moneys by the Corporation with respect thereto, the City is obligated to pay certain installment payments to the Corporation or its assignee. For the purpose of obtaining the moneys required to be deposited with the Trustee, the Corporation is willing to assign and transfer its right, title and interest under the Installment Sale Agreement to the Trustee for the benefit of the owners of the certificates of participation (the "Certificates") to be executed and delivered under the Trust Agreement, and in consideration of such assignment, the Trustee is executing and delivering the Certificates to the initial purchasers thereof, the proceeds of which sale are anticipated by the Corporation to be sufficient to provide the moneys required to be deposited by the Corporation pursuant to the Installment Sale Agreement.

(d) Each of the parties hereto has authority to enter into this Assignment Agreement and has taken all actions necessary to authorize its officers to enter into it.

(e) The capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Installment Sale Agreement.

Section 2. Assignment. The Corporation, for good and valuable consideration, does hereby irrevocably assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of its rights and interest in the Installment Sale Agreement (excepting only its

rights under Sections 5.06, 7.03 and 9.04 thereof), including, without limitation, its rights to receive and collect Installment Payments from City under the Installment Sale Agreement, its rights to the pledge of Net Revenues, the right to receive and collect any proceeds of any insurance maintained thereunder, or of any condemnation award rendered with respect to the Project and the right to exercise such rights and remedies as are conferred on the Corporation by the Installment Sale Agreement as may be necessary to enforce payment of the Installment Payments when due or otherwise to protect its interests in the event of a default by the City. The Installment Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement for the benefit of the Owners of the Certificates.

Section 3. Acceptance. The Trustee hereby accepts such assignment in trust for the purpose of securing, equally and proportionately, such payments and rights to the Owners of the Certificates delivered pursuant to the Trust Agreement, all subject to the provisions of the Trust Agreement.

Section 4. Conditions. This Assignment Agreement shall confer no rights and impose no duties upon the Trustee beyond those expressly provided in the Trust Agreement. The Trustee does not warrant the accuracy of the recitals in Section 1 hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION, as Assignor

By _____
Executive Director

Attest:

Secretary

U.S. BANK NATIONAL ASSOCIATION, as
Assignee

By _____
Authorized Officer

TRUST AGREEMENT

Dated as of December 1, 2019

by and among

U.S. BANK NATIONAL ASSOCIATION, as Trustee,

the

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION

and the

CITY OF PORTERVILLE

(2019 Financing Project)

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EXHIBIT A - DEFINITIONS

EXHIBIT B - FORM OF CERTIFICATE OF PARTICIPATION

TRUST AGREEMENT

This TRUST AGREEMENT, dated as of December 1, 2019, by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "Trustee"), the PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as seller under the Installment Sale Agreement hereinafter referred to (the "Corporation"), and the CITY OF PORTERVILLE, a municipal corporation and chartered city organized and existing under the Constitution and laws of the State of California, as purchaser under said Installment Sale Agreement (the "City");

W I T N E S S E T H

WHEREAS, the City and the Corporation have entered into an installment sale agreement (the "Installment Sale Agreement"), dated as of the date hereof, whereby the Corporation has agreed to sell certain improvements (the "Project") to the City's municipal sewer enterprise to the City and the City has agreed to purchase the Project from the Corporation; and

WHEREAS, for the purpose of obtaining the moneys required to be deposited by it with the Trustee for financing the construction of the Project, the Corporation proposes to assign and transfer certain of its rights under the Installment Sale Agreement to the Trustee and, in consideration of such assignment and the execution of this Trust Agreement, the Trustee has agreed to execute and deliver certificates of participation, each evidencing a direct, undivided fractional interest in the Installment Payments and Prepayments (each as hereinafter defined) to be made by the City, to provide the moneys required herein to be deposited by the Corporation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS; AUTHORIZATION; EXHIBITS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in Exhibit A attached hereto shall, for all purposes of this Trust Agreement, have the meanings therein specified.

Section 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03. Content of Written Certificates. Every certificate provided for in this Trust Agreement with respect to compliance with any provision hereof, except the certificate of destruction pursuant to Section 15.07, shall include (a) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate is based; (c) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; (d) a statement of the assumptions upon which such certificate is based, and that such assumptions are reasonable; and (e) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such certificate made or given by a City Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such City Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the City, as the case may be) upon a certificate or opinion of or representation by a City Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same City Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Trust Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

Section 1.04. Exhibits. The following Exhibits are attached to, and by this reference are made a part of, this Trust Agreement:

EXHIBIT A: DEFINITIONS

EXHIBIT B: FORM OF CERTIFICATE OF PARTICIPATION

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

Section 2.01. Authorization. The Trustee is hereby authorized and directed upon written request from the Corporation to execute and deliver, to the Original Purchaser, Certificates in an aggregate principal amount _____ dollars (\$_____) evidencing undivided fractional interests in the Installment Payments and the Prepayments.

Section 2.02. Date. Each Certificate shall be dated as of the Closing Date.

Section 2.03. Maturity; Interest Rates. The Certificates shall mature on September 15 in the years and in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

<u>Maturity Date</u> <u>(September 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u> <u>Per Annum</u>
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Section 2.04. Interest. Interest with respect to the Certificates shall be payable semiannually on each Interest Payment Date, commencing March 15, 2020, to and including the date of final principal payment (or provision therefor pursuant to Section 14.01 hereof) or redemption, whichever is earlier, computed on the basis of a 360-day year comprised of twelve 30-day months. Said interest shall represent the portion of Installment Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Certificates. The portion of Installment Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Installment Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate.

Interest with respect to any Certificate shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless (i) such Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (ii) such Certificate is executed after the close of business on the first (1st) day of the month in which an Interest Payment Date falls and prior to such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) such Certificate is executed on or before March 1, 2020, in which event interest shall be payable from the Closing Date; *provided, however*, that if at the time of execution of any Certificate, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payment of interest with respect to any Certificate shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the first (1st) day of the month in which an Interest

Payment Date falls, such interest to be paid by check or draft mailed by first class mail to such Owner at his address as it appears on such registration books.

Section 2.05. Form of Certificates; Legends. The Certificates shall be delivered in the form of fully registered Certificates, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, except that no Certificate may have principal maturing in more than one year. The Certificates shall be numbered in such manner as the Trustee deems appropriate. The Certificates shall be substantially in the form set forth in Exhibit B attached hereto and by this reference incorporated herein. The Certificates may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Trust Agreement as may be necessary or desirable to comply with custom, or otherwise.

Section 2.06. Execution. The Certificates shall be executed by and in the name of the Trustee, at the written direction of the Corporation, by the manual signature of an authorized signatory of the Trustee.

Section 2.07. Application of Proceeds. The proceeds received by the Trustee from the sale of the Certificates (being the principal amount of the Certificates of \$_____.00, less the underwriter's discount of \$_____ plus the net original issued premium of \$_____, less \$_____ paid by the underwriter to the Municipal Bonds Insurer, as an accommodation to the City, being the premium for the Municipal Bond Insurance Policy, and less \$_____ paid by the underwriter to the Municipal Bonds Insurer, as an accommodation to the City, being the premium for the Reserve Policy) shall forthwith be set aside by the Trustee in the following respective funds and accounts:

(a) The Trustee shall deposit in the Delivery Costs Fund an amount equal to \$_____; and

(b) The Trustee shall deposit the remainder of the proceeds (\$_____) in the Project Fund.

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate such transfers.

Section 2.08. Transfer and Exchange.

(a) *Transfer of Certificates.* Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.12 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Certificate shall be surrendered for transfer, the Trustee shall deliver a new Certificate or Certificates of the same maturity, interest rate and aggregate principal amount to the transferee thereof. The Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Certificates shall be required to be made during the fifteen (15) days prior to the date of selection of Certificates for redemption, or of any Certificate selected for redemption.

(b) *Exchange of Certificates.* Certificates may be exchanged at the Principal Corporate Trust Office, for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. The Trustee may require the payment by the Certificate

Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of Certificates shall be required to be made during the fifteen (15) days prior to the date of selection of Certificates for redemption, or of any Certificate selected for redemption.

Section 2.09. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like maturity and principal amount in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed in accordance with Section 15.07 hereof, and the Trustee shall deliver a certificate of destruction to the City. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section 2.09 and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section 2.09. Any Certificate delivered under the provisions of this Section 2.09 in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any substitute Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder; the Trustee shall consider only the substitute Certificate as Outstanding for such purpose. Notwithstanding any other provision of this Section 2.09, in lieu of delivering a new Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Certificate upon receipt of indemnity satisfactory to the Trustee.

Section 2.10. Payment. Except as otherwise provided herein, payment of interest due with respect to any Certificate on any Interest Payment Date shall be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check or draft mailed on the Interest Payment Date by first class mail to such Owner at his address as it appears on the Registration Books as of such Regular Record Date or, upon written request filed with the Trustee prior to the Regular Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by such Owner in such written request. Any such written request shall remain in effect until rescinded in writing by the Owner. The principal and redemption price with respect to the Certificates at maturity or upon prior redemption shall be payable by check or draft denominated in lawful money of the United States of America upon surrender of the Certificates at the Principal Corporate Trust Office.

Section 2.11. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution

of any such instrument, or of any instrument appointing any such attorney or agent, and of the holding and ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of the authority of such officer or member.

(b) The fact of the holding of Certificates by any Owner and the amount, the maturity and the numbers of such Certificates and the date of his holding the same may be proved by reference to the Certificate Register maintained by the Trustee provided for in Section 2.12 hereof. The Trustee may conclusively assume that such ownership continues until transfer as provided in Section 2.08(a) hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.12. Certificate Register. The Trustee will keep or cause to be kept, at the Principal Corporate Trust Office, sufficient books for the registration and transfer of the Certificates which shall be open at all reasonable times with reasonable prior notice during normal business hours of the Trustee to inspection by the City and the Corporation; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

Section 2.13. CUSIP Numbers. The Trustee, the City and the Corporation shall not be liable for any defect or inaccuracy in the CUSIP number that appears on any Certificate or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the Certificates have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the Trustee, the City nor the Corporation shall be liable for any inaccuracies in such numbers.

Section 2.14. Use of Depository. Notwithstanding any provision of this Trust Agreement to the contrary:

(a) At the request of the Original Purchaser, the Certificates shall be initially executed and delivered registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, the depository designated by the Original Purchaser, and shall be evidenced by one Certificate maturing on each of the maturity dates set forth in Section 2.03 hereof to be in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(i) to any successor of The Depository Trust Company or its nominee, or of any substitute depository designated pursuant to paragraph (ii) of this subsection (a) ("substitute depository"); provided that any successor of The Depository Trust Company or substitute depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) to any substitute depository designated in a written request of the City, upon (i) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository or (ii) a determination by the City that The Depository Trust Company or its successor is no longer able to carry out its functions as depository; provided that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) to any person as provided below, upon (A) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository or (B) a determination by the City that The Depository Trust Company or its successor is no longer able to carry out its functions as depository; provided that no substitute depository which is not objected to by the City and the Trustee can be obtained.

(b) In the case of any transfer pursuant to paragraph (i) or paragraph (ii) of subsection (a) of this Section 2.14, upon receipt of all Outstanding Certificates by the Trustee, together with a written request of a City Representative to the Trustee, a single new Certificate shall be executed and delivered for each maturity of such Certificate then outstanding, registered in the name of such successor or such substitute depository or their nominees, as the case may be, all as specified in such written request of a City Representative. In the case of any transfer pursuant to paragraph (iii) of subsection (a) of this Section 2.14, upon receipt of all Outstanding Certificates by the Trustee together with a written request of a City Representative, new Certificates shall be executed and delivered in such denominations and registered in the names of such persons as are requested in a written request of the City provided the Trustee shall not be required to deliver such new Certificates within a period less than sixty (60) days from the date of receipt of such a written request of a City Representative.

(c) In the case of partial redemption or an advance refunding of any Certificates evidencing all of the principal maturing in a particular year, The Depository Trust Company shall, at the City's expense, deliver the Certificates to the Trustee for cancellation and re-registration to reflect the amounts of such reduction in principal.

(d) The City and the Trustee shall be entitled to treat the person in whose name any Certificate is registered as the absolute Owner thereof for all purposes of this Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the City and the City and the Trustee shall have no responsibility for the accuracy of any records maintained by DTC or any participant in DTC or transmitting payments to, communication with, notifying or otherwise dealing with any beneficial owners of the Certificates. Neither the City nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except for the registered owner of any Certificate.

(e) So long as all outstanding Certificates are registered in the name of Cede & Co. or its registered assign, the City and the Trustee shall reasonably cooperate with Cede & Co., as sole registered Owner, or its registered assign in effecting payment of the principal and redemption

premium, if any, and interest due with respect to the Certificates by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

(f) So long as all Outstanding Certificates are registered in the name of Cede & Co. or its registered assigns (hereinafter, for purposes of this paragraph (f), the “Owner”):

(i) All notices and payments addressed to the Owners shall contain the Certificates’ CUSIP number.

(ii) Notices to the Owner shall be forwarded in the manner set forth in the form of Blanket Issuer Letter of Representations executed by the City and received and accepted by The Depository Trust Company.

ARTICLE III

PROJECT FUND; DELIVERY COSTS FUND

Section 3.01. Project Fund. The Trustee shall establish a special fund designated as the "Project Fund"; shall keep such fund separate and apart from all other funds and moneys held by the Trustee; and shall administer such fund as provided herein. There shall be deposited in the Project Fund the proceeds of sale of the Certificates required to be deposited therein pursuant to Section 2.07(b) hereof and any other funds from time to time deposited with the Trustee for such purpose.

Section 3.02. Payment of Project Costs.

(a) Amounts in the Project Fund shall be disbursed for Project Costs. Disbursements from the Project Fund shall be made by the Trustee upon receipt of a sequentially numbered requisition requesting disbursement executed by a City Representative. Each such requisition shall:

(i) set forth the account within the Project Fund from which such disbursement is to be made;

(ii) set forth the amounts to be disbursed for payment or reimbursement of previous payments of Project Costs and the person or persons to whom said amounts are to be disbursed;

(iii) state that the amounts to be disbursed constitute Project Costs, that said amounts are required to be disbursed pursuant to a contract entered into therefor by or on behalf of the Corporation or the City, or were necessarily and reasonably incurred, and that said amounts are not being paid in advance of the time, if any, fixed for payment;

(iv) state that no amount set forth in the requisition was included in any requisition requesting disbursement previously filed with the Trustee pursuant to this Section 3.02;

(v) state that there has been compliance with Section 5.09 of the Installment Sale Agreement relating to the private business use limitation and the private loan limitation;

(vi) state that the amount remaining in the Project Fund, together with interest earnings thereon or deposited therein, will, after payment of the amount set forth in the requisition requesting disbursement, be sufficient to pay all remaining Project Costs as then estimated;

(vii) if such requisition relates to disbursement for a construction portion of the Project, state that (A) insofar as such requisition relates to payment for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered to the appropriate site for such purpose, or delivered for storage or fabrication at a place approved by the City, and (B) that an identified percentage of the Project has been completed; and

(viii) if such requisition relates to payment to a contractor, state that no liens have been imposed on the Project as a result of said construction except liens that have not yet ripened or that would attach by operation of law.

The Trustee shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Project Fund and the payment thereof in accordance with this Section 3.02, but the Trustee shall not be responsible for such requisitions.

Section 3.03. Delivery Costs Fund. The Trustee shall establish a special fund designated as the "Delivery Costs Fund"; shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as provided herein. There shall be deposited in the Delivery Costs Fund the proceeds of sale of the Certificates required to be deposited therein pursuant to Section 2.07(a) hereof and any other funds from time to time deposited with the Trustee for such purpose and identified in writing to the Trustee.

Section 3.04. Payment of Delivery Costs.

(a) The moneys in the Delivery Costs Fund shall be disbursed by the Trustee to pay the Delivery Costs.

(b) The Trustee shall disburse moneys in the Delivery Costs Fund only upon a receipt of a sequentially numbered requisition, with bills, invoices or statements attached, signed by a City Representative setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the name and address of the person or persons to whom said amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Delivery Costs Fund.

(c) The Trustee shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Delivery Costs Fund and the payment thereof in accordance with this Section 3.04, but the Trustee shall not be responsible for such requisitions.

(d) Upon written notice from a City Representative that all Delivery Costs have been paid, but in no event later than March 18, 2020, the Trustee shall transfer any moneys then remaining in the Delivery Costs Fund to the Project Fund, the Delivery Costs Fund shall be closed and the Trustee shall no longer be obligated to make payments for Delivery Costs.

Section 3.05. Transfers of Unexpended Proceeds. The Trustee is hereby directed that all unexpended moneys remaining in the Project Fund and not identified in writing by a City Representative to be required for payment of Project Costs or other capital improvements to the Sewer System shall, on the date of notification by the City to the Trustee of completion of the Project, be transferred to the Installment Payment Fund and applied to pay the Installment Payments as the same become due and payable.

ARTICLE IV
REDEMPTION OF CERTIFICATES

Section 4.01. Redemption.

(a) *Generally.* The Certificates shall not be subject to redemption prior to maturity, except in the manner, at the times and in all respects in accordance with the provisions of this Article IV.

(b) *Redemption from Net Proceeds of Insurance and Condemnation.* The Certificates are subject to redemption in whole or in part on any Interest Payment Date from the Net Proceeds of any insurance or condemnation award deposited in the Installment Payment Fund and credited towards the Prepayment made by the City pursuant to Section 10.03 of the Installment Sale Agreement, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium.

(c) *Optional Redemption.* In addition, Certificates maturing on or after September 15, ____, are subject to redemption in whole or in part on any date on or after September 15, ____, at the principal amount with respect thereto, together with accrued interest to the date fixed for redemption from the proceeds of optional Prepayments made by the City pursuant to the Installment Sale Agreement, without premium.

(d) *Mandatory Redemption.*

(i) The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15, ____, and on each September 15 thereafter to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to Section 4.04 of the Installment Sale Agreement with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Year (September 15)	Principal Amount of Certificates to be Redeemed

†Maturity.

In the event that the Trustee shall redeem Certificates maturing on September 15, ____, in part but not in whole pursuant to subsections (b) or (c) of this Section 4.01, the amount of the Certificates to be redeemed in each subsequent year pursuant to this subsection (d)(i) shall be reduced to correspond to the principal components of the Installment Payments prevailing following such redemption as determined pursuant to Section 4.04(b) of the Installment Sale Agreement.

(ii) The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15, ____, and on each September 15 thereafter to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to Section 4.04 of the Installment Sale

Agreement with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
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†Maturity.

In the event that the Trustee shall redeem Certificates maturing on September 15, ____, in part but not in whole pursuant to subsections (b) or (c) of this Section 4.01, the amount of the Certificates to be redeemed in each subsequent year pursuant to this subsection (d)(i) shall be reduced to correspond to the principal components of the Installment Payments prevailing following such redemption as determined pursuant to Section 4.04(b) of the Installment Sale Agreement.

(iii) The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15, ____, and on each September 15 thereafter to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to Section 4.04 of the Installment Sale Agreement with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

In the event that the Trustee shall redeem Certificates maturing on September 15, ____, in part but not in whole pursuant to subsections (b) or (c) of this Section 4.01, the amount of the Certificates to be redeemed in each subsequent year pursuant to this subsection (d)(i) shall be reduced to correspond to the principal components of the Installment Payments prevailing following such redemption as determined pursuant to Section 4.04(b) of the Installment Sale Agreement.

Section 4.02. Selection of Certificates for Redemption. Whenever provision is made in this Trust Agreement for the redemption of Certificates and less than all Outstanding Certificates are called for redemption, the Trustee shall select Certificates for redemption in any order of maturity selected by the City (and if not selected by the City, *pro rata* among maturities) and by lot within a maturity. The Trustee shall promptly notify the City and the Corporation in writing of the Certificates so selected for redemption. Upon the occurrence of a redemption in part, the maturities to be redeemed shall be subject to the approval of the Municipal Bond Insurer.

Section 4.03. Notice of Redemption. Notice of any such redemption shall be given by the Trustee on behalf and at the expense of the City by mailing a copy of a redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed

for redemption to such Owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register maintained by the Trustee; *provided, however*, that neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of the Certificates.

All notices of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed, (iv) that on the redemption date the redemption price will become due and payable with respect to each such Certificate or portion thereof called for redemption, and that interest with respect thereto shall cease to accrue from and after said date, (v) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Corporate Trust Office.

Notwithstanding the foregoing, in the case of any optional redemption of the Certificates, the notice of redemption shall state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Certificates on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Certificates have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Certificates to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners and to an Information Services to the effect that the redemption did not occur as anticipated, and the Certificates for which notice of optional redemption was given shall remain Outstanding for all purposes of this Trust Agreement.

Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) interest with respect to such Certificates or portions of Certificates shall cease to be payable. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be executed and delivered for the Owner a new Certificate or Certificates of the same maturity in the amount of the unredeemed principal. All Certificates which have been redeemed shall be canceled by the Trustee, shall not be reissued and shall be destroyed pursuant to Section 15.07.

In addition to the foregoing notice, notice shall be given by the Trustee by telecopy, registered, certified or overnight mail, to an Information Service on the date such notice is mailed to the Owners, which shall state the information set forth above, but no defect in said notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

The Trustee shall have no responsibility for a defect in the CUSIP number that appears on any Certificate or in the redemption notice. The redemption notice may provide that the CUSIP numbers have been assigned by an independent service and are included in the notice solely for the convenience of Certificate Owners and that the Trustee and the City shall not be liable in any way for inaccuracies in said numbers.

Section 4.04. Partial Redemption of Certificate. Upon surrender of any Certificate redeemed in part only, the Trustee shall execute and deliver to the Owner thereof, at the

expense of the City, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Certificate surrendered and of the same interest rate and the same maturity.

Section 4.05. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption, including interest to the applicable Interest Payment Date and premium, if any, having been set aside in the Installment Payment Fund, the Certificates to be redeemed shall become due and payable on said Interest Payment Date, and, upon presentation and surrender thereof at the office or offices specified in said notice, said Certificates shall be paid at the unpaid principal amount with respect thereto, plus redemption premium, if any, and any unpaid and accrued interest to said Interest Payment Date.

If, on said Interest Payment Date, moneys for the redemption of all the Certificates to be redeemed, together with interest to said Interest Payment Date, shall be held by the Trustee so as to be available therefor on such Interest Payment Date, and, if notice of redemption thereof shall have been given as aforesaid, then, from and after said Interest Payment Date, interest with respect to the Certificates to be redeemed shall cease to accrue and become payable. If said moneys shall not be so available on said Interest Payment Date, interest with respect to such Certificates shall continue to be payable at the same rates as it would have been payable had the Certificates not been called for redemption. All moneys held by or on behalf of the Trustee for the redemption of particular Certificates shall be held in trust for the account of the Owners of the Certificates so to be redeemed. The Trustee shall not be liable for any interest earned on the amounts so held.

ARTICLE V

INSTALLMENT PAYMENTS; INSTALLMENT PAYMENT FUND

Section 5.01. Assignment of Rights in Installment Sale Agreement. The Corporation has, pursuant to the Assignment Agreement, transferred, assigned and set over to the Trustee all of its rights, title and interest in the Installment Sale Agreement (excepting only its rights under Sections 5.06, 8.03 and 9.03 thereof), including but not limited to all of the Corporation's rights to receive and collect all of the Installment Payments, the Prepayments and all other amounts required to be deposited in the Installment Payment Fund pursuant to the Installment Sale Agreement or pursuant hereto. All Installment Payments, Prepayments and such other amounts which the Corporation may at any time be entitled to shall be paid directly to the Trustee and all Installment Payments collected or received by the Corporation shall be deemed to be held or to have been collected or received by the Corporation as agent of the Trustee.

Section 5.02. Establishment of Installment Payment Fund. The Trustee shall establish a special fund designated as the "Installment Payment Fund". All moneys at any time deposited by the Trustee in the Installment Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the City nor the Corporation shall have any beneficial right or interest in the Installment Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.03. Deposits. There shall be deposited in the Installment Payment Fund all Installment Payments and Prepayments received by the Trustee, including any moneys received by the Trustee for deposit therein pursuant to Sections 4.06, 5.05, 6.01 or Article X of the Installment Sale Agreement, and any other moneys required to be deposited therein pursuant to the Installment Sale Agreement or pursuant to this Trust Agreement.

Section 5.04. Application of Moneys. All amounts in the Installment Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying principal, interest and redemption premiums (if any) with respect to the Certificates as the same shall become due and payable, in accordance with the provisions of Article II hereof.

Section 5.05. Surplus. Any surplus remaining in the Installment Payment Fund, after redemption and payment of all Certificates, including premiums, if any, and accrued interest (if any) and payment of any applicable fees, costs and expenses to the Trustee, or provision for such redemption or payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City for deposit in the Sewer Fund of the City.

ARTICLE VI
RESERVE FUND

Section 6.01. Establishment of Reserve Fund. The Trustee shall establish a special fund designated as the "Reserve Fund." All moneys, equal to the Reserve Requirement, at any time on deposit in the Reserve Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates and applied solely as provided herein.

Section 6.02. Deposits. On the Closing Date, the Reserve Policy shall be delivered to the Trustee by the Municipal Bond Insurer. The prior written consent of the Municipal Bond Insurer shall be a condition precedent to the deposit of any credit instrument (other than the Reserve Policy) provided in lieu of a cash deposit into the Reserve Fund. Notwithstanding anything to the contrary set forth in the Trust Agreement, amounts on deposit in the Reserve Fund shall be applied solely to the payment of principal and interest due with respect to the Certificates.

The Trustee shall, on or before each February 15 and August 15, value investments in the Reserve Fund at market value and transfer any moneys in the Reserve Fund then in excess of the Reserve Requirement; *provided, however*, that the Trustee shall not liquidate an investment to make such transfer of excess unless so directed in writing by a City Representative.

If, on any Interest Payment Date, the moneys available in the Installment Payment Fund do not equal the amount of the principal, interest and redemption premium (if any) with respect to the Certificates then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make delinquent Installment Payments by transferring the amount necessary for this purpose to the Installment Payment Fund or shall draw on the Reserve Policy and apply amounts received from such draw to make delinquent Installment Payments by transferring the amount necessary for this purpose to the Installment Payment Fund. To the extent there is cash or investments on deposit in the Reserve Fund, such cash or investments shall be applied first before there is any draw on the Reserve Policy or any other credit facility credited to the Reserve Fund in lieu of cash (a "Credit Facility"). Payment of any Reserve Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Fund. Payment of Reserve Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw. Upon receipt of any delinquent Installment Payment with respect to which moneys have been advanced from the Reserve Fund or there has been a draw on the Reserve Policy, such Installment Payment shall be deposited in the Reserve Fund to the extent of such advance and first applied to reimburse a draw on the Reserve Policy and then to replenish any cash drawn therefrom. If the interest provisions of this paragraph shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created in the Trust Agreement, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party to the Trust Agreement, be applied as additional interest for any later periods of time when amounts are outstanding under the Trust Agreement to the extent that

interest otherwise due under the Trust Agreement for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Municipal Bond Insurer, with the same force and effect as if the City had specifically designated such extra sums to be so applied and the Municipal Bond Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created in the Trust Agreement exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection

The Trustee shall ascertain the necessity for a claim upon the Reserve Policy and to provide notice to the Municipal Bond Insurer in accordance with the terms of the Reserve Policy at least five (5) business days prior to each date upon which interest or principal is due with respect to the Certificates.

The City agrees to repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Municipal Bond Insurer. Interest shall accrue and be payable on such draws and expenses from the date of payment by the Municipal Bond Insurer at the Late Payment Rate.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Reserve Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Reserve Policy Costs related to such draw.

Amounts in respect of Reserve Policy Costs paid to the Municipal Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Municipal Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

If the City shall fail to pay any Reserve Policy Costs in accordance with the requirements of the Trust Agreement, the Municipal Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Trust Agreement, other than (i) acceleration of the maturity of the Certificates, or (ii) remedies which would adversely affect Owners.

Neither the Trust Agreement nor the Installment Agreement shall be discharged until all amounts due to the Municipal Bond Insurer shall have been paid in full. The City's obligation to pay such amounts shall expressly survive payment in full of the Certificates.

Section 6.03. Transfers of Excess. The Trustee shall, on or before each February 15 and August 15, value investments in the Reserve Fund at market value and transfer any moneys in the Reserve Fund then in excess of the Reserve Requirement in accordance with Section ____; *provided, however,* that the Trustee shall not liquidate an investment to make such transfer of excess unless so directed in writing by a City Representative. The Trustee shall transfer any amount in excess of such sum to the Installment Payment Fund to be applied as a credit against amounts owed by the City for the payment of Installment Payments on each Installment Payment Date thereafter, until depleted.

Section 6.04. Application in Event of Deficiency in the Installment Payment Fund. If, on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Installment Payment Fund (excluding amounts required for payment of principal and interest with respect

to Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal and interest, the Trustee shall transfer all amounts then on deposit in the Reserve Fund to the Installment Payment Fund to be applied to the payment of the Installment Payments, and such moneys shall be distributed to the Owners of Certificates in accordance with the Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and all amounts due the Municipal Bond Insurer and the Trustee under the Trust Agreement, or upon provision for such payment as provided in the Trust Agreement, shall be withdrawn by the Trustee and paid to the City.

Section 6.05. Transfer To Make All Installment Payments. If, on any Interest Payment Date, the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal and interest with respect to Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal and interest, the Trustee shall transfer all amounts then on deposit in the Reserve Fund to the Installment Payment Fund to be applied to the payment of the Lease Payments, and such moneys shall be distributed to the Owners of Certificates in accordance with Article II and IV of this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and all amounts due the Trustee hereunder, or upon provision for such payment as provided in Section 15.01, shall be withdrawn by the Trustee and paid to the City.

ARTICLE VII

INSURANCE AND CONDEMNATION FUND; INSURANCE; EMINENT DOMAIN

Section 7.01. Establishment of Insurance and Condemnation Fund. Any Net Proceeds of insurance against accident to or destruction of any structure constituting any part of the Project collected by the City in the event of any such accident or destruction shall be transferred by the City to the Trustee pursuant to Section 6.01 of the Installment Sale Agreement and the Trustee shall deposit such moneys in a special fund designated as the "Insurance and Condemnation Fund" to be applied and disbursed by the Trustee as provided in Section 6.01(a) of the Installment Sale Agreement.

Section 7.02. Application of Net Proceeds of Eminent Domain Award. If all or any part of the Project shall be taken by eminent domain (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be transferred by the City to the Trustee for deposit in the Insurance and Condemnation Fund pursuant to Section 6.01(b) of the Installment Sale Agreement and shall be applied and disbursed by the Trustee as follows:

(a) If the City determines that such eminent domain proceedings have not materially affected the operation of the Project, or the ability of the City to meet any of its obligations under the Installment Sale Agreement, and if the City determines that such proceeds are: (i) not needed for repair, replacement or rehabilitation of the Project, upon receipt of a written certificate from the City the Trustee shall transfer such proceeds to the Installment Payment Fund to be credited towards the Prepayments required to be paid pursuant to Section 10.03 of the Installment Sale Agreement and applied to the redemption of Certificates in the manner provided in Article IV hereof, or (ii) needed for repair or rehabilitation of the Project, upon receipt of a written certificate from the City the Trustee shall pay to the City, or to its order, from said proceeds such amounts as the City may expend for such repair or rehabilitation, upon the filing with the requisitions of the City Representative, substantially in the form described in Section 3.02 in connection with the payment of Project Costs.

(b) If (i) less than all of the Project shall have been taken in such eminent domain proceedings, and if the City determines that such eminent domain proceedings have materially affected the operation of the Project or the ability of the City to meet any of its obligations under the Installment Sale Agreement or (ii) all of the Project shall have been taken in such eminent domain proceedings, then upon receipt of written instruction from the City the Trustee shall transfer such proceeds to the Installment Payment Fund to be credited toward the Prepayment required to be paid pursuant to Section 10.03 of the Installment Sale Agreement and applied to the redemption of Certificates in the manner provided in Article IV hereof.

Section 7.03. Excess Net Proceeds. After all of the Certificates have been retired and the entire amount of principal, interest and any redemption premiums with respect to the Certificates and any remaining fees and expenses of the Trustee have been paid in full, the Trustee shall transfer any remaining funds to the City.

Section 7.04. Cooperation. The Corporation shall cooperate with the City at the expense of the City in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Installment Sale Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof.

ARTICLE VIII

MONEYS IN FUNDS; INVESTMENT

Section 8.01. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Certificates, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either the Corporation, the Trustee (except as provided in Section 8.03 below) or the City or any Owner of Certificates, or any of them until after the Certificates have been paid in full.

Section 8.02. Investments Authorized. Moneys held by the Trustee hereunder with respect to a City shall, upon written order of a City Representative received by the Trustee at least two (2) Business Days prior to investment, be invested and reinvested by the Trustee in Permitted Investments. If a City Representative shall fail to so direct investments, the Trustee shall invest the affected moneys in Permitted Investments described in paragraph (g) of the definition thereof; *provided, however*, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written direction from the City specifying a specific money market fund and, if no such a written direction from the City is so received, the Trustee shall hold such moneys uninvested. Such investments, if registrable, shall be registered in the name of and held by the Trustee or its nominee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 8.02. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. Investments, if registrable, shall be registered in the name of and held by the Trustee or its nominee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 8.02. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee or any of its affiliates may act as principal or agent in the making or disposing of any investment. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Article VII. The Trustee shall be entitled to rely conclusively upon the written instructions of a City Representative directing investments as to the fact that each investment is permitted by the laws of the State and constitutes a Permitted Investment hereunder, and the Trustee shall not be required to make further investigation with respect thereto. To the extent that any of the requirements concerning any Permitted Investment embodies a legal conclusion, the Trustee shall be entitled to conclusively rely upon a certificate from the appropriate party or an opinion of counsel to such party that such requirement has been met.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 8.03. Accounting. The Trustee shall furnish to the City a monthly accounting in statement form of all investments, transactions and disbursements made by the Trustee. The Trustee may commingle, at its sole discretion, any of the funds held by it pursuant to this Trust Agreement into a separate fund or funds for investment purposes only; *provided, however*, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 8.04. Allocation of Earnings. All interest or income received by the Trustee on investment of the Installment Payment Fund shall, prior to completion of the Project, be transferred to the Project Fund and thereafter shall be retained in the Installment Payment Fund and be applied as a credit against Installment Payments. All interest or income in the Project Fund shall be retained in the Project Fund until the Project Fund is closed pursuant to Section 3.05 hereof. All interest or income in the Delivery Costs Fund shall be retained in the Delivery Costs Fund until the Delivery Costs Fund is closed pursuant to Section 3.04 hereof.

Section 8.05. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 8.05, the City covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Trust Agreement or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code; provided that the City shall inform the Trustee which funds are subject to a yield restriction.

(c) For the purpose of determining the amount in any fund, the value of Permitted Investments credited to such fund shall be valued by the Trustee at least semiannually at the market value thereof. The Trustee may sell or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Permitted Investment.

ARTICLE IX
THE TRUSTEE

Section 9.01. Appointment of Trustee. The Trustee is hereby appointed trustee, registrar and paying agent by the Corporation and the City for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Corporation and the City agree that they will maintain a Trustee which shall be a corporation or association organized and doing business under the laws of any state of the United States of America or the District of Columbia or under federal law of the United States, authorized under such laws to exercise corporate trust powers, which shall have (or, in the case of a corporation included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or State authority, so long as any Certificates are Outstanding. If such corporation or association publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 9.01, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 9.01, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.07.

The Trustee is hereby authorized to pay the Certificates when duly presented for payment at maturity, or on redemption and to cancel all Certificates upon payment thereof. The Trustee shall keep records in accordance with corporate trust industry standards of all funds administered by it and of all Certificates paid and discharged. The Trustee shall be compensated for its services rendered pursuant to the provisions of this Trust Agreement.

Section 9.02. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Trust Agreement and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations, fiduciary or otherwise, shall be read into this Trust Agreement against the Trustee. In case an Event of Default has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

No provision in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall be entitled to interest on any amounts advanced at its or of its affiliates' prime rate then in effect plus two percent (2%).

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder. The Trustee shall not be liable for any action taken or not taken in reliance upon the opinion or advice of counsel.

The Trustee shall not be responsible for any recital herein, in the Assignment Agreement or in the Certificates, or for any of the supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Certificates delivered hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Corporation or the City hereunder or under the Installment Sale Agreement.

The Trustee shall not be accountable for the use of any Certificates delivered hereunder or the proceeds thereof. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Certificates secured hereby with the same rights which it would have if it were not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

In the absence of bad faith on its part, the Trustee shall be protected in acting or refraining from acting upon any notice, request, consent, requisition, Written Certificate, order, affidavit, letter, telegram or other paper or document, whether received by mail, telecopy or personal delivery, reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons. The Trustee shall not be responsible for the representations made in requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein. Any action taken or omitted to be taken by the Trustee in good faith pursuant to this Trust Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates executed and delivered in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at his request unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate in accordance with the terms of this Trust Agreement shall be furnished to the Trustee.

As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Written Certificate signed by an Corporation Representative or a City Representative as sufficient evidence of the facts therein contained and except during the existence of an Event of Default of which the Trustee has been given notice or is deemed to have notice as provided in Section 9.02(i), shall also be at liberty to accept a similar Written Certificate to the effect that any particular dealing, transaction or action is necessary or expedient. The Trustee may accept a Written Certificate of an Corporation Representative or a City Representative to the effect that an authorization in the form therein set forth has been adopted by the Corporation or the City, as the case may be, as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees, agents and attorneys.

The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the City to make any of the Installment Payments

to the Trustee required to be made by the City pursuant to the Installment Sale Agreement, unless the Trustee shall be specifically notified in writing of such default by the Corporation, the City or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Certificates then Outstanding and all notices or other instruments required by this Trust Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

Notwithstanding anything elsewhere in this Trust Agreement with respect to the execution of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, the Trustee shall have the right, but shall not be required, to demand any showings, Written Certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the right of the City to the withdrawal of any cash, or the taking of any other action by the Trustee.

All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with Article VII of this Trust Agreement.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Outstanding Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

Before taking any action under Article XII hereof or this Section 9.02 at the request or direction of the Certificate Owners, the Trustee may require that an indemnity bond satisfactory to it for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own negligence or willful misconduct in connection with any action so taken. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which counsel may be counsel to any of the parties hereto, or a verified Written Certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Certificates.

The Trustee shall not be accountable for the use or application by the City or the Corporation or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City or the Corporation of the Project. In no event shall the Trustee be

liable for incidental, indirect, special or consequential damages in connection with or arising from the Installment Sale Agreement or this Trust Agreement for the existence, furnishing or use of the Project.

The Trustee makes no representations as to the validity or sufficiency of the Certificates and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible for the validity or sufficiency of the Installment Sale Agreement or the assignment under the Assignment Agreement, the sufficiency of this Trust Agreement or the creation or perfection of any security interest purported to be created by this Trust Agreement or the Installment Sale Agreement. The Trustee shall not be liable for the sufficiency or collection of any Installment Payments or other moneys required to be paid to it or to the Owners under the Installment Sale Agreement (except as provided in this Trust Agreement), its right to receive moneys pursuant to the Installment Sale Agreement, or the value of or title to the premises upon which the Project is located or the Project. The Trustee makes no representations and shall have no responsibility for any official statement or other offering material prepared or distributed with respect to the Certificates.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the City or the Corporation having any claim against the Trustee arising from this Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein.

The Trustee shall not be personally liable, in case of entry by it, the Corporation upon the Project, for debts contracted or liabilities or damages incurred in the management or operation of the Project by the Corporation or it.

Whether or not therein expressly so provided, every provision of this Trust Agreement, the Installment Sale Agreement and the Assignment Agreement relating to the conduct or affecting the liability of the Trustee shall be subject to the provisions of this Article VIII.

The Trustee is authorized and directed to execute, in its capacity as Trustee, the Assignment Agreement.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

Whenever in the administration of the trusts imposed upon it by this Trust Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Trust Agreement in reliance upon such certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 9.03. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and expenses (including the allocated costs of in-house counsel) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Trustee shall have a first and prior lien on the funds held hereunder to secure the same. The Trustee's rights hereunder, including its rights under Section 13.03 hereof, shall survive its resignation or removal and final payment of the Certificates.

Section 9.04. Notice to Certificate Owners of Default. If an Event of Default occurs of which the Trustee has been given or is deemed to have notice pursuant to Section 9.02, then the Trustee shall, within ninety (90) days of the occurrence thereof, give written notice thereof by first class mail to the Owner of each Certificate, unless such Event of Default shall have been cured before the giving of such notice.

Section 9.05. Intervention by Trustee. In any judicial proceeding to which the Corporation or the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Certificates, the Trustee may intervene on behalf of the Certificate Owners, and shall do so if requested in writing by the Owners of at least twenty-five percent (25%) of the aggregate principal amount of Certificates then Outstanding, provided the Trustee shall have no duty to take such action unless it has been indemnified to its satisfaction against all risk or liability arising from such action.

Section 9.06. Removal of Trustee. Upon thirty (30) days' written notice, the City (so long as no Event of Default shall have occurred and be continuing) or the Owners of at least a majority of the aggregate principal amount of Certificates then Outstanding may, with the consent of the Corporation, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee and the Corporation, and may appoint a successor or successors thereto; provided that any such successor shall be a corporation or association meeting the requirements set forth in Section 9.01 hereof.

Section 9.07. Resignation by Trustee. The Trustee and any successor Trustee may, at any time, resign by giving thirty (30) days' written notice by registered or certified mail to the City and the Corporation.

Section 9.08. Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 9.06 or 9.07 hereof, the City shall promptly appoint a successor Trustee. In the event the City shall, for any reason whatsoever, fail to appoint a successor Trustee within thirty (30) days following the delivery to the Trustee of the instrument described in Section 9.06 hereof or within thirty (30) days following the receipt of notice by the City pursuant to Section 9.07 hereof, the Trustee may apply to a court of

competent jurisdiction at the expense of the City for the appointment of a successor Trustee meeting the requirements of Section 9.01 hereof. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the City purporting to appoint a successor Trustee following the expiration of such thirty (30) day period. The resignation or removal of the Trustee shall not become effective until the appointment and acceptance of the successor Trustee pursuant to Section 9.10 below.

Section 9.09. Merger or Consolidation. Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under Section 9.01 hereof, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.10. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also the Corporation and the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Upon such acceptance, the City shall mail, or cause the mailing of, notice thereof to the Certificate Owners at their respective addresses set forth on the Certificate Register. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII, shall be filed or recorded by the successor Trustee in each recording office where the Assignment Agreement shall have been filed or recorded, if applicable.

ARTICLE X
MODIFICATION OR AMENDMENT OF
AGREEMENTS

Section 10.01. Amendments Permitted. This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the redemption thereof, without the express consent of the Owner of such Certificate, or (2) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Installment Sale Agreement, or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 10.02.

This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only (1) to add to the covenants and agreements of the Corporation or the City, (2) to cure, correct or supplement any ambiguous or defective provision contained herein or therein and which shall not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners of the Certificates, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners of the Certificates; (4) to make such additions, deletions or modifications as may be necessary or appropriate to assure the exclusion from gross income for federal income tax purposes of the interest component of Installment Payments and the interest payable with respect to the Certificates, (5) to add to the rights of the Trustee, or (6) to maintain the rating or ratings assigned to the Certificates. Any such supplemental agreement shall become effective upon its execution and delivery by the parties hereto or thereto as the case may be.

This Trust Agreement and the Installment Sale Agreement may not be modified or amended at any time by a supplemental agreement which would modify any of the rights and obligations of the Trustee without its written assent thereto.

The Trustee may require an opinion of Independent Counsel that any amendment entered into hereunder complies with the provisions of this Article X and the Trustee may rely conclusively on such opinion.

Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners. This Trust Agreement or the Installment Sale Agreement may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners of the Certificates is required pursuant to Section 10.01. A copy of such supplemental agreement, together with a request to the Certificate Owners for their consent thereto, shall be mailed by the Trustee to the Owner of each Certificate at his address as set forth in the Certificate Register,

but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in this Section 10.02.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03) and a notice shall have been mailed as hereinafter provided in this Section 10.02. Each such consent shall be effective only if accompanied by proof of ownership of the Certificates for which such consent is given, which proof shall be such as is permitted by Section 2.11. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee within five (5) Business Days of the date when the notice of consent hereinafter in this Section 10.02 provided for has been mailed. Any revocation received by the Trustee later than five (5) Business Days after such notice has been mailed shall be of no force and effect.

After the Owners of the required percentage of Certificates shall have filed their consents to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section 10.02 for the mailing of such supplemental agreement at the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section 10.02 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section 10.02 to be filed with the Trustee, shall be conclusive proof of the matters therein stated until the contrary is proved. Such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Certificates at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 10.03. Disqualified Certificates. Certificates owned or held by or for the account of the City or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the City (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; *provided, however,* that the Trustee shall not be liable for determining whether Certificates are owned or held by the City or any such other person unless such Certificates are registered in the name of the City or such other person on the Registration Books.

Section 10.04. Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article IX, this Trust Agreement or the Installment Sale Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Installment Sale Agreement, as the case may be, for any and all purposes.

The City may adopt appropriate regulations to require each Certificate Owner, before his consent provided for in this Article IX shall be deemed effective, to reveal the Certificates as to which such consent is given are disqualified as provided in Section 10.03.

Section 10.05. Endorsement or Replacement of Certificates Delivered After Amendments. The City may determine that Certificates delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of his Certificate for the purpose at the Principal Corporate Trust Office, a suitable notation shall be made on such Certificate. The City may determine that new Certificates, so modified as in the opinion of the City is necessary to conform to such Certificate Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such new Certificate shall be exchanged in the Principal Corporate Trust Office, without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

Section 10.06. Amendatory Endorsement of Certificates. The provisions of this Article IX shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that due notification thereof is made on such Certificates.

ARTICLE XI

COVENANTS

Section 11.01. Compliance With and Enforcement of Installment Sale Agreement. The City and the Corporation covenant and agree with the Owners of the Certificates to perform all obligations and duties imposed on them under the Installment Sale Agreement and this Trust Agreement.

The City or the Corporation, immediately upon receiving or giving any notice or communication or other document in any way relating to or affecting their respective interests in the Project which may or can in any manner affect such interest, will deliver the same, or a copy thereof, to the Trustee.

The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Installment Sale Agreement by the Corporation thereunder.

Section 11.02. Payment of Taxes. The City will, subject to any right of challenge thereof, pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Project or any part thereof, promptly as and when the same shall become due and payable; and the City will keep the Trustee advised in writing of such payments. The City will not suffer the Project, or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor.

Section 11.03. Observance of Laws and Regulations. The City will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it with respect to the Sewer System by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City with respect to the Sewer System to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.04. Prosecution and Defense of Suits. The City shall promptly, upon request of the Trustee or any Certificate Owner holding at least 25% in principal amount of the Certificates from time to time, take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project, whether now existing or hereafter developing and shall, to the extent permitted by law, prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.05. Further Assurances. The Corporation, the City and the Trustee (at the cost and request of the City or the Corporation) will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners of the Certificates the rights and benefits provided herein.

Section 11.06. Filing. The City shall be responsible for the filing of any supplemental instruments or documents of further assurance as may be required by law in order to perfect or renew the security interests created by this Trust Agreement. Neither the Trustee nor the Corporation shall be responsible for such filing.

Section 11.07. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificates. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee, at the written direction of any Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding Certificates, shall, but only to the extent moneys or other indemnity, satisfactory to the Trustee, has been furnished to the Trustee to hold it harmless from any loss, costs, liability or expense, including fees and expenses of its attorneys and any additional fees of the Trustee or any holder or beneficial owner of the Certificates may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 11.08. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificates or the Installment Sale Agreement to be "arbitrage bonds" within the meaning of section 148 of the Code.

Section 11.09. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

Section 11.10. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government. The trustee shall not be responsible to enforce compliance by the City with such rebate requirements.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.01. Limited Liability of City. Except for the payment of Installment Payments and Prepayments when due in accordance with the Installment Sale Agreement and the performance of the other covenants and agreements of the City contained in said Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Installment Payments to the Owners by the Trustee except as expressly set forth herein.

Section 12.02. No Liability of the Corporation for Trustee Performance. Neither the City nor the Corporation shall have any obligation or liability to the other party or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon the Trustee under this Trust Agreement.

Section 12.03. Indemnification of Trustee. The City shall to the extent permitted by law indemnify and save the Trustee, its officers, employees, directors and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses (including allocated costs of in-house counsel), arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Project by the Corporation or the City, (ii) any breach or default on the part of the Corporation or the City in the performance of any of their respective obligations under the Installment Sale Agreement, this Trust Agreement and any other agreement made and entered into for purposes of the Project, (iii) any act of the Corporation or the City or of any of their respective agents, contractors, servants, employees or licensees with respect to the Project, (iv) any act of any assignee of, or purchaser from the Corporation or the City or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Project, (v) the acquisition, construction, installation and equipping of the Project or the authorization of payment of Project Costs or Delivery Costs, (vi) the actions of any other party, including but not limited to the ownership, operation or use of the Project by the Corporation or the City, (vii) the Trustee's exercise and performance of its powers and duties hereunder or pursuant to the Assignment Agreement and the Installment Sale Agreement, (viii) the offering and sale of the Certificates, or (ix) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, in any official statement or other offering document utilized in connection with the sale of the Certificates. No indemnification will be made under this Section 12.03 or elsewhere in this Trust Agreement for willful misconduct or negligence under this Trust Agreement by the Trustee, its officers or employees. The City's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation or removal of the Trustee.

Section 12.04. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Corporation, the Trustee and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Corporation, the Trustee and said Owners.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01. Assignment of Rights. Pursuant to the Assignment Agreement, the Corporation transfers, assigns and sets over to the Trustee all of the Corporation's rights under the Installment Sale Agreement (excepting only the Corporation's rights under Sections 5.06, 8.03 and 10.04 thereof), including without limitation the Corporation's rights to exercise such rights and remedies conferred on the Corporation pursuant to the Installment Sale Agreement as may be necessary or convenient (i) to enforce payment of the Installment Payments, Prepayments and any other amounts required to be deposited in the Installment Payment Fund or the Insurance and Condemnation Fund, and (ii) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners in an Event of Default.

Section 13.02. Remedies. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may exercise any and all remedies available hereunder pursuant to law or granted pursuant to the Installment Sale Agreement.

Upon the occurrence of an Event of Default, the Trustee may, and shall, at the written direction of the Owners of a majority of the principal amount of Certificates then Outstanding, by written notice to the City, declare the principal of the Installment Payments to be immediately due and payable, whereupon that portion of the principal of the Installment Sale Agreement thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Trust Agreement or in the Installment Payments to the contrary notwithstanding.

Remedies shall be cumulative with respect to the Trustee and the Owners. If any remedial action is discontinued or abandoned, the Trustee and the Owners shall be restored to their former positions.

Section 13.03. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XII or of Article VIII of the Installment Sale Agreement, shall be applied by the Trustee in the order following upon presentation of the several Certificates and the stamping thereon of the payment if only partially paid or upon the surrender thereof if fully paid -

First, to the payment of the costs and expenses of the Trustee hereunder (including, but not limited to, the fees, costs and expenses of itself and its counsel) and, after such payment to the Trustee, of the Certificate Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel (including the allocated costs of in-house counsel), together with interest on all such amounts advanced as provided in Section 9.02;

Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate or rates specified in the respective Certificates (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with

respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Third: To the payment of amounts due to the Municipal Bond Insurer not payable pursuant to *First* or *Second* above.

Section 13.04. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual to enforce any of its rights or duties hereunder.

Section 13.05. Non-waiver. Nothing in this Article XII or in any other provision of this Trust Agreement, or in the Certificates, shall affect or impair the obligation of the City, which is absolute and unconditional subject to Section 4.05 of the Installment Sale Agreement, to pay or prepay the Installment Payments as provided in the Installment Sale Agreement, or affect or impair the right of action, which is also absolute and unconditional, of the Certificate Owners to institute suit to enforce such payment. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XII to the Trustee or to the Owners of Certificates may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Certificate Owners.

Section 13.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however,* that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a majority in principal amount of the Certificates Outstanding hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 13.08. Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of at least a majority in aggregate principal amount of all the Certificates then

Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Installment Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 13.08 or any other provision of this Trust Agreement.

Section 13.09. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Corporation, the Trustee, the Municipal Bond Insurer, their officers, employees and agents, and the Owners any right, remedy or claim under or by reason of this Trust Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Corporation, the Trustee, the Municipal Bond Insurer, their officers, employees and agents, and the Owners.

ARTICLE XIV

PROVISIONS RELATING TO THE MUNICIPAL BOND INSURER AND THE MUNICIPAL BOND INSURANCE POLICY

Section 14.01. Notices and Other Information.

(a) The City will provide the Municipal Bond Insurer with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the Owners or the Trustee under this Trust Agreement or the Installment Sale Agreement.

The notice address of the Municipal Bond Insurer is: _____, Attention: _____, Re: Policy No. ____ and Reserve Policy No. ____, Telephone: (212) ____-____, Fax: (212) ____-____, Email: ____@____.com. In each case in which notice or other communication refers to an event of default or a claim on the Municipal Bond Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at ____@____.com or at Fax: (212) ____-____ and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(b) The Municipal Bond Insurer shall have the right to receive such additional information as it may reasonably request.

(c) The City will permit the Municipal Bond Insurer to discuss the affairs, finances and accounts of the City or any information the Municipal Bond Insurer may reasonably request regarding the security for the Certificates with appropriate officers of the City, and the City will use best efforts to enable the Municipal Bond Insurer to have access to the facilities, books and records of the City on any Business Day upon reasonable prior notice.

(d) The Trustee shall notify the Municipal Bond Insurer of any failure of the City to provide notices, certificates and other information required to be provided under this Trust Agreement or the Installment Sale Agreement.

Section 14.02. Defeasance.

(a) The investments in any defeasance escrow relating to the Certificates shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise may be authorized under State law and approved by the Municipal Bond Insurer.

(b) At least three (3) Business Days prior to any defeasance with respect to the Certificates, the City shall deliver to the Municipal Bond Insurer and the Trustee draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Certificates, and a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to the Municipal Bond Insurer and shall be in form and substance satisfactory to the Municipal Bond Insurer. In addition, the escrow agreement shall provide that any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report and the prior written consent of the Municipal Bond Insurer, which consent will not be unreasonably withheld.

(c) The City will not exercise any prior optional redemption of the Certificates secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to the Municipal Bond Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

(d) The City shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Municipal Bond Insurer.

Section 14.03. Trustee-Related Provisions.

(a) The Municipal Bond Insurer shall receive written notice of any name change of the Trustee or the resignation or removal of the Trustee. Any successor trustee must be (i) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (ii) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (c) otherwise approved by the Municipal Bond Insurer in writing.

(b) No removal, resignation or termination of the Trustee shall take effect until a successor, acceptable to the Municipal Bond Insurer, shall be qualified and appointed.

(c) The Trustee may be removed at any time at the request of the Municipal Bond Insurer for any breach of its obligations under this Trust Agreement.

Section 14.04. Amendments and Supplements. The Municipal Bond Insurer's prior written consent is required for all amendments and supplements to the Installment Sale Agreement and this Trust Agreement, with the exceptions noted below. The City shall send copies of any such amendments or supplements to the Municipal Bond Insurer and the rating agencies which have assigned a rating to the Certificates.

(a) *Consent of the Municipal Bond Insurer.* Any amendments or supplements to the Installment Sale Agreement or this Trust Agreement shall require the prior written consent of the Municipal Bond Insurer with the exception of amendments or supplements:

(i) to cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the therein or in any supplement thereto, or

(ii) to grant or confer upon the Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners, or

(iii) to add to the covenants and agreements of the City in the Installment Sale Agreement other covenants and agreements thereafter to be observed by the City or to surrender any right or power therein reserved to or conferred upon the City.

(b) *Consent of the Municipal Bond Insurer in Addition to Owner Consent.* Any amendment, supplement, modification to, or waiver of, any of the Installment Sale Agreement or this Trust Agreement that requires the consent of Owners or adversely affects the rights or interests of the

Municipal Bond Insurer shall be subject to the prior written consent of the Municipal Bond Insurer.

(c) *Consent of the Municipal Bond Insurer in the Event of Insolvency.* Any reorganization or liquidation plan with respect to the City must be acceptable to the Municipal Bond Insurer. In the event of any reorganization or liquidation of the City, the Municipal Bond Insurer shall have the right to vote on behalf of all Owners absent a continuing failure by the Municipal Bond Insurer to make a payment under the Municipal Bond Insurance Policy.

(d) *Consent of the Municipal Bond Insurer Upon Default.* Anything in the Installment Sale Agreement and this Trust Agreement to the contrary notwithstanding, upon the occurrence and continuance of a default or an Event of Default, the Municipal Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners or the Trustee for the benefit of the Owners under the Installment Sale Agreement and this Trust Agreement. No default or Event of Default may be waived without the Municipal Bond Insurer's written consent.

(e) *The Municipal Bond Insurer as Owner.* Upon the occurrence and continuance of a default or an Event of Default, the Municipal Bond Insurer shall be deemed to be the sole owner of the Certificates for all purposes, including, without limitations, for purposes of exercising remedies and approving amendments.

(f) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults under the Installment sale Agreement. No grace period for a covenant default shall exceed 30 days without the prior written consent of the Municipal Bond Insurer.

(g) *Special Provisions for Insurer Default.* If an Insurer Default (hereinafter defined) shall occur and be continuing, then, notwithstanding anything in paragraphs (a)-(e) above to the contrary, (i) if at any time prior to or following an Insurer Default, the Municipal Bond Insurer has made payment under the Municipal Bond Insurance Policy, to the extent of such payment the Municipal Bond Insurer shall be treated like any other Owner for all purposes, including giving of consents, and (ii) if the Municipal Bond Insurer has not made any payment under the Municipal Bond Insurance Policy, the Municipal Bond Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Municipal Bond Insurer makes a payment under of the Municipal Bond Insurance Policy, in which event, the foregoing clause (i) shall control. For purposes of this paragraph, "Insurer Default" means: (1) the Municipal Bond Insurer has failed to make any payment under the Municipal Bond Insurance Policy when due and owing in accordance with its terms; or (2) the Municipal Bond Insurer shall (A) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (B) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (C) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (D) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (E) make a general assignment for the benefit of creditors, or (F) take action for the purpose of effecting any of the foregoing; or (3) any state or federal agency or instrumentality shall order the suspension of payments on the Municipal Bond Insurance Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Municipal Bond Insurer (including without limitation under the New York Insurance Law).

(h) *Reserve Fund.*

(i) The prior written consent of the Municipal Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund, if any. Amounts on deposit in the Reserve Fund shall be applied solely to the payment of principal and interest due with respect to the Certificates.

(ii) Unless the Municipal Bond Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed, but shall instead be applied to the payment of payment of the principal, interest or redemption price due with respect to the Certificates.

(i) *Exercise of Rights by the Municipal Bond Insurer.* The rights granted to the Municipal Bond Insurer under the Installment Sale Agreement and/or this Trust Agreement to request, consent to or direct any action are rights granted to the Municipal Bond Insurer in consideration of its issuance of the Municipal Bond Insurance Policy. Any exercise by the Municipal Bond Insurer of such rights is merely an exercise of the Municipal Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of the Certificates and such action does not evidence any position of the Municipal Bond Insurer, affirmative or negative, as to whether the consent of the Owners of the Certificates or any other person is required in addition to the consent of the Municipal Bond Insurer.

The Municipal Bond Insurer shall be entitled to pay principal or interest with respect to the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Municipal Bond Insurance Policy), whether or not the Municipal Bond Insurer has received a claim upon the Municipal Bond Insurance Policy.

Section 14.05. Municipal Bond Insurer as Third Party Beneficiary. The Municipal Bond Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce such right, remedy or claim conferred, given or granted hereunder.

Section 14.06. Payment Procedure Under the Municipal Bond Insurance Policy.

(a) In the event that principal and/or interest due with respect to the Certificates shall be paid by the Municipal Bond Insurer pursuant to the Municipal Bond Insurance Policy, the Certificates shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the City to the Owners shall continue to exist and shall run to the benefit of the Municipal Bond Insurer, and the Municipal Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Certificates.

(b) In the event that on the second (2nd) Business Day prior to any Interest Payment Date, the Trustee has not received sufficient moneys to pay all principal of and interest due with respect to the Certificates on such Interest Payment Date, the Trustee shall immediately notify the Municipal Bond Insurer or its designee on the same Business Day, by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the Interest Payment Date, the Trustee shall so notify the Municipal Bond Insurer or its designee.

(c) In addition, if the Trustee has received written notice that any holder of the Certificates has been required to disgorge payments of principal of or interest on the Certificates pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Trustee shall notify the Municipal Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Municipal Bond Insurer.

(d) The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for the Owners as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal with respect to the Certificates, the Trustee shall (A) execute and deliver to the Municipal Bond Insurer, in form satisfactory to the Municipal Bond Insurer, an instrument appointing the Municipal Bond Insurer as agent and attorney-in-fact for such Owners in any legal proceeding related to the payment and assignment to the Municipal Bond Insurer of the claims for interest with respect to the Certificates, (B) receive, as designee of the respective Owners (and not as Trustee), in accordance with the tenor of the Municipal Bond Insurance Policy, payment from the Municipal Bond Insurer with respect to the claims for interest so assigned, and (C) disburse the same to such respective Owners; and

(ii) If there is a deficiency in amounts required to pay principal with respect to the Certificates, the Trustee shall (A) execute and deliver to the Municipal Bond Insurer, in form satisfactory to the Municipal Bond Insurer, an instrument appointing the Municipal Bond Insurer as agent and attorney-in-fact for such Owner in any legal proceeding related to the payment of such principal and an assignment to the Municipal Bond Insurer of the Certificates surrendered to the Municipal Bond Insurer, (B) receive, as designee of the respective Owners (and not as Trustee), in accordance with the tenor of the Municipal Bond Insurance Policy, payment therefore from the Municipal Bond Insurer, and (C) disburse the same to such Owners. The Trustee shall designate any portion of payment of principal with respect to Certificates paid by the Municipal Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Municipal Bond Insurer, registered in the name directed by the Municipal Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the City or the City with respect to any Bond or the subrogation or assignment rights of the Municipal Bond Insurer.

Payments with respect to claims for interest and principal with respect to Certificates disbursed by the Trustee from proceeds of the Municipal Bond Insurance Policy shall not be considered to discharge the obligation of the City with respect to such Certificates, and the Municipal Bond Insurer shall become the owner of such unpaid Certificates and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise.

(e) Irrespective of whether any such assignment is executed and delivered, the City and the Trustee agree for the benefit of the Municipal Bond Insurer that:

(i) They recognize that to the extent the Municipal Bond Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal or interest with respect to the Certificates, the Municipal Bond Insurer will be subrogated to the rights of such Owners to receive the amount of such principal and interest from the City, with interest thereon, as provided and solely from the sources stated in the Installment Sale Agreement and this Trust Agreement; and

(ii) They will accordingly pay to the Municipal Bond Insurer the amount of such principal and interest, with interest thereon as provided in the Installment Sale Agreement and this Trust Agreement, but only from the sources and in the manner provided therein for the payment of principal and interest with respect to the Certificates to Owners, and will otherwise treat the Municipal Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 14.07. Additional Payments. The City agrees unconditionally that it will pay or reimburse the Municipal Bond Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Municipal Bond Insurer may pay or incur, including, but not limited to, fees and expenses of the Municipal Bond Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Installment Sale Agreement and this Trust Agreement ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Municipal Bond Insurer spent in connection with the actions described in the preceding sentence. The City agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the Municipal Bond Insurer until the date the Municipal Bond Insurer is paid in full.

Notwithstanding anything herein to the contrary, the City agrees to pay to the Municipal Bond Insurer (i) a sum equal to the total of all amounts paid by the Municipal Bond Insurer under the Municipal Bond Insurance Policy (the "Municipal Bond Insurer Policy Payments"); and (ii) interest on such the Municipal Bond Insurer Policy Payments from the date paid by the Municipal Bond Insurer until payment thereof in full by the City, payable to the Municipal Bond Insurer at the Late Payment Rate per annum (collectively, "the Municipal Bond Insurer Reimbursement Amounts") compounded semi-annually. The City hereby covenants and agrees that the Municipal Bond Insurer Reimbursement Amounts are payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the payment of Installment Payments on a parity with the Installment Payments.

ARTICLE XV
MISCELLANEOUS

Section 15.01. Defeasance. If all Outstanding Certificates shall be paid and discharged in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal with respect to and interest with respect to all Certificates Outstanding, as and when the same become due and payable;

(b) by depositing with the Trustee or an escrow agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the Installment Payment Fund, is fully sufficient to pay all Certificates Outstanding, including all principal and interest;

(c) by irrevocably depositing with the Trustee or an escrow agent (on terms satisfactory to the Trustee), in trust, cash or Defeasance Obligations in such amount as an independent nationally recognized certified public accountant shall determine in a written report delivered to the Trustee or escrow agent will, together with the interest to accrue thereon and moneys then on deposit in the Installment Payment Fund, if required, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Certificates (including all principal and interest) at or before their respective maturity dates; or

(d) by depositing with the Trustee, under an escrow deposit and trust agreement, security for the payment of Installment Payments as more particularly described in Section 10.05 of the Installment Sale Agreement, said security to be held by the Trustee, as agent for City, and to be applied by the Trustee to Installment Payments representing the obligation of the City under the Installment Sale Agreement, as described in Section 10.05 of the Installment Sale Agreement;

notwithstanding that any Certificates shall not have been surrendered for payment, all rights hereunder of the Owners of the Certificates and all obligations of the Corporation, the Trustee and the City under this Trust Agreement with respect to all Outstanding Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Installment Payments paid by or on behalf of the City from deposits pursuant to paragraphs (b) through (d) of this Section 15.01, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) through (d) of this Section 15.01, the Certificates shall continue to represent direct, undivided and fractional interests of the Owners thereof in Installment Payments under the Installment Sale Agreement.

Any funds held by the Trustee or an escrow agent, at the time of one of the events described above in subsections (a) through (d) above, which are not required for the payment to be made to Owners, or for payments to be made to the Trustee by the City (including attorneys' fees, including those allocated to in-house counsel), shall be paid over to the City.

Section 15.02. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, the Corporation, and the Owners of not less than 10% in aggregate principal amount of the Certificates Outstanding, or the agent of any of them, upon reasonable prior notice and during regular business hours.

Section 15.03. Notices. All written notices to be given under this Trust Agreement shall be given by facsimile or by mail first class, postage prepaid, to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail, with postage fully prepaid.

If to the Corporation: Porterville Public Improvement Corporation
c/o City of Porterville
291 North Main Street
Porterville, CA 93257
Attention: City Manager
Telephone: (559) 782-7466

If to the City: City of Porterville
291 North Main Street
Porterville, CA 93257
Attention: City Manager
Telephone: (559) 782-7466

If to the Trustee: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, CA 90071
Attention: Global Corporate Trust
Telephone: (213) 615-6051

If to the Municipal Bond Insurer: See Section 14.01

The City, the Corporation, the Municipal Bond Insurer and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Notwithstanding the foregoing provisions of this Section 15.03, the Trustee shall not be deemed to have received, and shall not be liable for failing to act upon the contents of, any notice unless and until the Trustee actually receives such notice.

Section 15.04. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 15.05. Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Trust Agreement the Corporation, the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.06. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 15.07. Destruction of Canceled Certificates. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Certificates, the Trustee may, in lieu of such cancellation and delivery, destroy such Certificates and, upon request of the City, deliver a certificate of such destruction to the City.

Section 15.08. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 15.09. Limitation of Rights to Parties and Certificates Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give to any person other than the Corporation, the City, the Trustee and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Corporation, the City, the Trustee and the Owners of the Certificates delivered hereunder.

Section 15.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 15.11. Payment of Unclaimed Moneys. Notwithstanding any provisions of this Trust Agreement, any moneys held by the Trustee in trust for the payment of the principal or interest due with respect to any Certificates and remaining unclaimed after two (2) years, shall, on such date, be repaid to the City free from the trusts created by this Trust Agreement and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the City as aforesaid, the Trustee may (at the cost and request of the City) first mail to the Owners to whom such amounts have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the amounts so payable and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof. The Trustee shall not be liable for any interest on funds held by it. The City shall not be liable for any interest on the sums paid to it pursuant to this Section 15.11 and shall not be regarded as a trustee of such money.

Section 15.12. Separability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By _____
Authorized Officer

PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION

By _____
Executive Director

Attest:

Secretary

CITY OF PORTERVILLE

By _____
City Manager

Attest:

City Clerk

EXHIBIT A

DEFINITIONS

"Assignment Agreement" means the agreement by that name, dated as of December 1, 2019, by and between the Corporation and the Trustee, together with any amendments or supplements thereto.

"Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the state in which the Principal Corporate Trust Office is located are closed or are required to close or a day on which the New York Stock Exchange is closed.

"Certificate Register" means the registration books relating to the Certificates maintained by the Trustee in accordance with Section 2.12 of the Trust Agreement.

"Certificates" means the certificates of participation executed and delivered pursuant to the Trust Agreement.

"City" means the City of Porterville, California, a municipal corporation and chartered city duly organized and existing under the Constitution and laws of the State.

"City Representative" means the Mayor, the City Manager, the Finance Director, or the designee of any such official, or any other person authorized by resolution delivered to the Trustee to act on behalf of the City under or with respect to the Installment Sale Agreement and the Trust Agreement.

"Closing Date" means December 19, 2019, the date upon which there is a physical delivery of the Certificates in exchange for the amount representing the purchase of the Certificates by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Installment Sale Agreement or the Trust Agreement) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Code.

"Debt Service" means the scheduled amount of interest and amortization of principal payable with respect to the Certificates during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning or during such period.

"Defeasance Obligations" means:

- (a) cash;
- (b) non-callable Federal Securities (including State and Local Government Securities);
- (c) direct obligations of the United States of America which have been stripped by the Department of the Treasury of the United States of America;
- (d) CATS, TIGRS and similar securities;

(e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) obligations of the Federal Financing Bank; (iv) participation certificates of the General Services Administration; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) New Communities debentures; (vii) U.S. government guaranteed public housing notes and bonds; and (viii) project notes and local authority bonds of the U.S. Department of Housing and Urban Development; and

(f) pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P; provided, however, pre-refunded municipal bonds rated by S&P only (i.e., no Moody's rating) are acceptable if such pre-refunded municipal bonds were pre-refunded with cash, direct U.S. or U.S. guaranteed obligations or AAA rated pre-refunded municipal bonds.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the City or the Corporation relating to the execution and delivery of the Installment Sale Agreement, the Trust Agreement and the Assignment Agreement or the execution, sale and delivery of the Certificates, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, costs for statistical data, initial fees and charges of the Trustee (including the fees and expenses of its counsel), financing discounts, legal fees and charges, insurance fees and charges (including title insurance), financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Certificates, the premiums for the Municipal Bond Insurance Policy and the Reserve Policy and charges and fees in connection with the foregoing.

"Delivery Costs Fund" means the fund by that name established pursuant to Article III of the Trust Agreement and held by the Trustee.

"Enterprise" means any and all properties and assets, real and personal, tangible and intangible, of the City, now or hereafter existing, used or pertaining to the disposal or reuse of sewer, including sewage treatment plants, intercepting and collecting sewers, outfall sewers, force mains, pumping stations, ejector stations, pipes, valves, machinery and all other appurtenances necessary, useful or convenient for the collection, treatment, purification or disposal of sewage, and any necessary lands, rights of way and other real or personal property useful in connection therewith, including all additions, extensions, expansions, improvements and betterments thereto and equipments thereof.

"Event of Default" means an event of default under the Installment Sale Agreement, as defined in Section 9.01 thereof.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable

regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

“Federal Securities” means direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury) or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Fiscal Year” means any period of twelve (12) consecutive months established by the City as its fiscal year and shall initially mean the period commencing July 1 of one year and ending on June 30 of the following year.

“Gross Revenues” means all gross charges received for, and all other gross income and receipts derived by the City from, the ownership and operation of the Enterprise or otherwise arising from the Enterprise, including but not limited to investment earnings thereon; but excluding (a) the proceeds of any *ad valorem* property taxes levied for the purpose of paying general obligation bonds of the City relating to the Enterprise, (b) the proceeds of any special assessments or special taxes levied upon real property within any improvement district for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Enterprise; and (c) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City, or contributions in aid of construction.

“I-Bank Agreement” means the Enterprise Fund Installment Sale Agreement dated as of September 1, 2004, between the City and the California Infrastructure and Economic Development Bank.

“Independent Counsel” means an attorney or a firm of attorneys duly admitted to the practice of law before the highest court of the state in which he or such firm maintains an office and who is not an employee of the Corporation, the Trustee or the City.

“Information Services” means the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Certificates.

“Installment Payment” means any payment required to be paid by the City to the Corporation pursuant to Section 4.04 of the Installment Sale Agreement.

“Installment Payment Date” means the 1st day of each March and September, commencing March 1, 2020.

“Installment Payment Fund” means the fund by that name established and held by the Trustee pursuant to Article V of the Trust Agreement.

“Installment Sale Agreement” means the agreement by that name, dated as of December 1, 2019, by and between the Corporation and the City, and any duly authorized and executed amendment or supplement thereto.

"Insurance and Condemnation Fund" means the fund by that name established pursuant to Article VII of the Trust Agreement and held by the Trustee.

"Interest Payment Date" means March 15 and September 15 of each year, commencing March 15, 2020.

"Moody's" means Moody's Investors Service, New York, New York, or its successors.

"Municipal Bond Insurance Policy" means the municipal bond insurance policy issued by the Municipal Bond Insurer guaranteeing the payment, when due, of the principal and interest with respect to the Certificates.

"Municipal Bond Insurer" means _____, a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia, or any successor thereto or assigns thereof.

"Net Proceeds" means any insurance proceeds or condemnation award paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Net Revenues" means Gross Revenues less Operation and Maintenance Expenses.

"Operation and Maintenance Costs" means the reasonable and necessary costs and expenses paid by the City for maintaining and operating the Enterprise, including but not limited to (a) costs of electricity and other forms of energy supplied to the Enterprise, (b) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order, and (c) the reasonable administrative costs of the City attributable to the operation and maintenance of the Enterprise; but in all cases excluding (i) debt service payable on all other obligations incurred by the City with respect to the Enterprise including but not limited to any Parity Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor and other noncash expenses, and (iii) amortization of intangibles or other bookkeeping entries of a similar nature.

"Original Purchaser" means the first purchaser of the Certificates upon their delivery by the Trustee on the Closing Date.

"Outstanding", when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 9.03 of the Trust Agreement) all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except:

(a) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Certificates for the payment or redemption of which funds or eligible securities in the necessary amount, including accrued interest thereon, shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 4.03 of the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to Section 2.09 of the Trust Agreement.

“Owner” or “Certificate Owner” or “Owner of a Certificate”, or any similar term, means the person in whose name a Certificate shall be registered.

“Parity Obligations” means any leases, loan agreements, installment sale agreements, bonds, notes or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues on a parity with the Installment Payments, entered into or issued pursuant to and in accordance with Section 4.8 of the Installment Sale Agreement. For all purposes of this Installment Sale Agreement, the 2018 Agreement shall constitute Parity Obligations

“Permitted Encumbrances” means, as of any particular time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may, pursuant to provisions of Article V of the Installment Sale Agreement, permit to remain unpaid; (b) the Installment Sale Agreement and the assignment of the Corporation’s interests in the Installment Sale Agreement pursuant to the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law and (d) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of the Installment Sale Agreement.

“Permitted Investments” means any of the following, but only to the extent that the same are acquired at Fair Market Value, provided that the Trustee is entitled to rely upon any investment direction received by it hereunder as a certification that such investment constitutes a Permitted Investment hereunder:

(a) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of which are fully guaranteed by the United States of America or any certificates, receipts, securities or other obligations evidencing ownership or the right to receive a specified portion of payments to be made on any such security;

(b) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Farm Credit Bank, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Government National Mortgage Association, Farmer’s Home Administration, Federal Home Loan Mortgage Corporation or Federal Housing Administration; or by any agency, department or instrumentality of the United States if such obligations are rated within the top two ratings of a nationally recognized rating service;

(c) bonds of the State or of any county or city or other political subdivision of the State, and other obligations the interest on which is excluded from gross income for federal income tax purposes, for which a nationally recognized rating service is maintaining a rating within the top two ratings of such rating service;

(d) repurchase agreements with banks (including the Trustee), lead banks of parent holding companies, or savings and loan associations, with a combined capital and surplus aggregating at least fifty million dollars (\$50,000,000) and the unsecured securities of which are rated by a nationally recognized rating service within the top two ratings of such rating service, or secured by a letter of credit issued by such bank, lead bank or savings and loan association, or the underlying securities of which are obligations described in clause (a) or (b) of this definition provided that such collateral security continuously has a market value (valued at least quarterly) at least equal to the repurchase price from time to time payable with respect

thereto, so long as such underlying obligations or securities are in the possession of the Trustee and provided further that, as evidenced by an opinion of counsel, the Trustee shall have a perfected security interest in such collateral security, free and clear of any third-party claims;

(e) interest-bearing banker's acceptances, investment agreements, demand or time deposits (including certificates of deposit) and guaranteed investment contracts in or with banks (including the Trustee and its affiliates), and savings and loan associations, provided such deposits are either (i) secured at all times, in the manner and to the extent provided by law, by collateral security (described in clauses (a) or (b) of this definition) of a market value of no less than the amount of moneys so invested or (ii), in or with banks (including the Trustee) or savings and loan associations having a combined capital and surplus of at least fifty million dollars (\$50,000,000) and whose rating, or the rating of its parent holding company, is within the top two ratings of a nationally recognized rating service or (iii) fully insured by the Federal Deposit Insurance Corporation;

(f) Investment agreements with any nationally or state-chartered bank, financial institution, insurance company, trust company, or any other publicly traded corporation which has long-term debt obligations rated in one of the two highest rating categories of a nationally recognized rating service;

(g) taxable money market funds rated in the highest rating category by S&P or whose portfolios are restricted to (i) obligations with maturities of one year or less, issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States of America, or consisting of securities designated in clause (b) of this definition, or (ii) such obligations or repurchase agreements fully collateralized by obligations with an average maturity of one year or less issued or guaranteed as to payment of principal by the full faith and credit of the United States of America if, in the case of this clause (g) only, such portfolio is rated in the top rating category of a national rating agency, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (A) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (B) the Trustee collects fees for services rendered pursuant to this Trust Agreement, which fees are separate from the fees received from such funds, and (C) services performed for such funds and pursuant to this Trust Agreement may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(h) obligations the interest on which is excludable from gross income for purposes of federal income taxation and the timely payment of the principal of and interest on which is fully provided for by the deposit in trust or escrow of cash or obligations described in clause (a), (b) or (e) of this definition (not callable by the issuer thereof prior to maturity) and the trust or escrow instructions for which cannot be amended to provide for redemption of such obligations prior to the date set forth in the trust or escrow agreement governing such deposit and are rated by each rating agency then rating the Bonds in its highest rating category; and

(i) the Local Agency Investment Fund of the State created pursuant to section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

"Prepayment" means any payment applied towards the prepayment of the Installment Payments, in whole or in part, pursuant to Article X of the Installment Sale Agreement.

"Principal Corporate Trust Office" means the corporate trust office of the Trustee at _____, Los Angeles, California, or at such other address designated by the Trustee by written notice filed with the City and the Corporation, except that with respect to presentation of Certificates for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"Proceeds," when used with reference to the Certificates, means the face amount of the Certificates, plus accrued interest and premium, if any, less original issue discount, if any.

"Project" means the improvements to the Enterprise described in Exhibit B to the Installment Sale Agreement.

"Project Costs" means the costs of the acquisition, construction, rehabilitation, equipping, improvement or financing of improvements to, or part of, the Enterprise constituting the Project.

"Project Fund" means the fund by that name established pursuant to Article III of the Trust Agreement and held by the Trustee.

"Rating Category" means, with respect to any Permitted Investment, one or more of the generic categories of rating by Moody's and/or S&P applicable to such Permitted Investment, without regard to any refinement or gradation of such rating category by a plus or minus sign.

"Regular Record Date" means the close of business on the first (1st) day of the month in which an Interest Payment Date occurs, whether or not such fifteenth (15th) day is a Business Day.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Section 6.01 of the Trust Agreement.

"Reserve Fund Agreement" means that certain Reserve Fund Agreement, dated as of December 1, 2019, by and between the City and the Municipal Bond Insurer, relating to the Reserve Policy, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof.

"Reserve Policy" means the Municipal Bond Insurance Policy issued by the Municipal Bond Insurer for deposit in the Reserve Fund in an amount equal to the Reserve Requirement.

"Reserve Requirement" means an amount equal to the least of maximum annual Installment Payments, 125% of average annual Installment Payments and 10% of the principal amount of the Certificates, which amount shall be \$_____ on the Closing Date. The amount of the Reserve Requirement shall not be reduced unless the Certificates are partially refunded, in which such amount shall be reduced to an amount equal to maximum annual Installment Payments relating to the Certificates not so refunded, as specified in a certificate of a City Representative delivered to the Trustee.

"S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, New York, New York, or its successors.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041 Attention: Call Notification Department; or to such other addresses

and/or such other registered securities depositories holding substantial amounts of obligations of types similar to the Certificates.

"State" means the State of California.

"Subordinate Obligations" means the obligations of the City under the I-Bank Agreement and any other leases, loan agreements, installment sale agreements, notes or other obligations of the City payable from and secured by a pledge of a lien upon any of the Net Revenue subordinate to the Installment Payments.

"Term of the Installment Sale Agreement" means the time during which the Installment Sale Agreement is in effect, as provided in Section 4.03 of the Installment Sale Agreement.

"Trustee" means U.S. Bank National Association, or any successor thereto, acting as Trustee pursuant to the Trust Agreement.

"Trust Agreement" means the agreement by that name, dated as of December 1, 2019, by and among the Trustee, the Corporation and the City, together with any amendments or supplements thereto permitted to be made thereunder.

"2018 Agreement" means the Installment Sale Agreement dated as of November 1, 2018, between the Corporation and the City.

"Written Certificate" of the City means a written certificate signed in the name of the City by a City Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.03 of the Trust Agreement or Section 1.02 of the Installment Sale Agreement, each such certificate shall include the statements provided for in Section 1.03 of the Trust Agreement or Section 1.02 of the Installment Sale Agreement.

EXHIBIT B**FORM OF CERTIFICATE OF PARTICIPATION****CERTIFICATE OF PARTICIPATION****(2019 Financing Project)****Evidencing a Direct, Undivided Fractional Interest of the
Owner Hereof in Installment Payments to be Made by the****CITY OF PORTERVILLE****(Tulare County, California)****As the Purchase Price for Certain Property Pursuant to an
Installment Sale Agreement with the
Porterville Public Improvement Corporation**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____%	September 15, ____	December 19, 2019	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

This is to certify that this Certificate of Participation (the "Certificate") evidences a direct, undivided fractional interest in the right to receive certain installment payments (the "Installment Payments") under, and as defined in, that certain Installment Sale Agreement, dated as of December 1, 2019 (the "Installment Sale Agreement"), by and between the Porterville Public Improvement Corporation, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and the City of Porterville, a municipal corporation and chartered city organized and existing under the Constitution and laws of the State of California (the "City"). The Installment Payments to be made under the Installment Sale Agreement have been assigned to U.S. Bank National Association, as trustee (the "Trustee"), having an office at which it conducts its corporate trust business in Los Angeles, California, or such other office designated by the trustee from time to time (said office being herein referred to as the "Principal Office"). The Registered Owner stated above, or registered assigns (the "Owner"), is entitled to receive, on the Maturity Date stated above, the Principal Amount stated above, subject to the terms of the Installment Sale Agreement, which represents a portion of the Installment Payments designated as principal coming due on the Installment Payment Date (as defined in the Installment Sale Agreement) immediately preceding the Maturity Date. The Owner is also entitled to receive, subject to the terms of the Installment Sale Agreement, semiannually on each March 15 and September 15, commencing March 15, 2020 (the "Interest Payment Dates"), to and including the Maturity Date or the date of redemption, whichever is earlier, the Owner's fractional share of the Installment Payments designated as interest coming due with respect to each of the Interest Payment Dates; provided, however, that interest with respect to such principal amount shall be payable from the Interest Payment Date next preceding the date of execution of this Certificate unless (i) this Certificate is executed on a Interest Payment Date, in which event interest shall be payable from

such Interest Payment Date, or (ii) this Certificate is executed after the close of business on the first (1st) day of the month in which an Interest Payment Date occurs (the "Record Date") and prior to such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) this Certificate is executed on or before March 1, 2020, in which event interest shall be payable from the Dated Date. Said fractional share of the portion of the Installment Payments designated as interest is the result of the multiplication of the Principal Amount by the Interest Rate per annum stated above. Interest is calculated on the basis of a 360-day year comprised of twelve 30-day months.

Said amounts are payable in lawful money of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. The amounts representing principal are payable upon presentation and surrender of this Certificate at the Principal Office and the amounts representing interest are payable by check of the Trustee mailed first class, postage prepaid, on each Interest Payment Date to the Owner of record at the close of business on the Record Date, or by wire transfer at the written request of the Owner of not less than \$1,000,000 principal amount of Certificates received by the Trustee prior to the Record Date.

The City is authorized to enter into the Installment Sale Agreement pursuant to the laws of the State of California and Resolution No. ____ of the City adopted on November 5, 2019. The Corporation has assigned its rights to receive Installment Payments to the Trustee pursuant to an Assignment Agreement, dated as of December 1, 2019, by and between the Corporation and the Trustee (the "Assignment Agreement"), and a Trust Agreement, dated as of December 1, 2019, by and among the Trustee, the Corporation and the City (the "Trust Agreement").

This Certificate has been executed by the Trustee pursuant to the terms of the Trust Agreement. Copies of the Installment Sale Agreement, the Assignment Agreement and the Trust Agreement are on file at the office of the City and at the Principal Office, and reference to the Trust Agreement, the Installment Sale Agreement, the Assignment Agreement and any and all amendments to said agreements is made for a description of the pledges and covenants of the City securing the Installment Payments, the nature, extent and manner of enforcement of such pledges and covenants, the rights and remedies of the registered owners of the Certificates with respect thereto and the terms and conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof, the provisions of the Installment Sale Agreement and the Trust Agreement may be amended by the parties thereto with the written consent of the registered owners of at least sixty percent (60%) in principal amount with respect to the Certificates then outstanding, or without such consent with respect to an amendment not adversely affecting the interests of the registered owners of the Certificates.

The City is obligated under the Installment Sale Agreement to pay Installment Payments from Net Revenues of the Enterprise (as such terms are defined in the Installment Sale Agreement) and certain other sources, all as provided in the Installment Sale Agreement. The obligation of the City to pay the Installment Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Installment Payments does not constitute a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The registration of this Certificate shall be transferable only upon the Certificate registration books, which shall be kept for that purpose at the Principal Office, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner of this Certificate or his duly authorized attorney. Upon the registration of the

transfer and the surrender of this Certificate, the Trustee shall provide, in the name of the transferee, a new fully registered Certificate or Certificates of the same aggregate principal amount and Maturity Date as the surrendered Certificate.

The Certificates are delivered in the form of fully registered Certificates in denominations of \$5,000 each or any integral multiple thereof and upon surrender thereof at the Principal Office with a written request for exchange satisfactory to the Trustee duly executed by the registered owner thereof or his attorney duly authorized in writing, may, at the option of such registered owner thereof, be exchanged for an equal aggregate principal amount of Certificates of any other authorized denominations and of the same Maturity Date.

No transfer or exchange of Certificates shall be required to be made during the fifteen (15) days prior to the date of selection of Certificates for redemption or of any Certificate selected for redemption.

Certificates maturing on or after September 15, ____, are subject to redemption in whole or in part on any date on or after September 15, ____, at the principal amount with respect thereto, together with accrued interest to the date fixed for redemption from the proceeds of optional prepayments made by the City pursuant to the Installment Sale Agreement, without premium.

The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15 in each year on and after September 15, ____, to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to the Installment Sale Agreement with respect to each such redemption date (subject to abatement, as set forth in the Installment Sale Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15 in each year on and after September 15, ____, to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to the Installment Sale Agreement with respect to each such redemption date (subject to abatement, as set forth in the Installment Sale Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15 in each year on and after September 15, ____, to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to the Installment Sale Agreement with respect to each such redemption date (subject to abatement, as set forth in the Installment Sale Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

The Certificates are subject to mandatory redemption in whole or in part from time to time, in any order of maturity selected by the City and by lot within a maturity, on any Interest Payment Date, without premium, at the principal amount thereof, together with accrued interest to the date fixed for redemption from the net proceeds of an insurance or condemnation award deposited with the Trustee, as provided in the Trust Agreement.

Notice of redemption, unless waived, is to be given by the Trustee by mailing a redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate registration books maintained by the Trustee. Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) interest with respect to such Certificates or portions of Certificates shall cease to be payable.

The Trustee has no obligation or liability to the registered owners of the Certificates to make payments of principal or interest with respect to the Certificates, except from funds held by the Trustee under the Trust Agreement. The Trustee's primary obligations are to administer, for the benefit of the registered owners of the Certificates, the various funds and accounts established under the Trust Agreement. The Trustee is not responsible for the recitals of fact in this Certificate.

The City has certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State of California, the Installment Sale Agreement and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of this Certificate, exist, have happened and have been performed in due time, form and manner as required by law.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE

OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, this Certificate has been executed by the manual signature of the Trustee as of the date set forth below.

Execution Date: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Certificate and do(es) hereby irrevocably constitute and appoint

attorney, to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor.

NOTICE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

STATEMENT OF INSURANCE

[TO COME]

\$ _____
SEWER REVENUE CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Installment Payments to be Made by the
CITY OF PORTERVILLE
(Tulare County, California)
as the Purchase Price for Certain Property Pursuant to an Installment
Sale Agreement with the Porterville Public Improvement Corporation

CERTIFICATE PURCHASE AGREEMENT

December 10, 2019

City of Porterville
291 North Main Street
Porterville, CA 93257

Ladies and Gentlemen:

The undersigned, Brandis Tallman LLC, as underwriter (the "Underwriter"), hereby offers to enter into this Certificate Purchase Agreement (this Certificate Purchase Agreement, together with the exhibits hereto, being herein called the "Purchase Agreement") with the City of Porterville (the "City"), which, upon acceptance, will be binding upon the City and the Underwriter. This offer is made subject to the acceptance by the City by execution of this Purchase Agreement and its delivery to the Underwriter prior to 11:59 P.M., Pacific Standard time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to such acceptance.

Capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings given to such terms as set forth in the Trust Agreement, dated as of December 1, 2019 (the "Trust Agreement") by and among the City, the Porterville Public Improvement Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee").

The City hereby acknowledges and agrees that (a) the Underwriter has financial and other interests that differ from those of the City, (b) the primary role of the Underwriter is to purchase securities for sale to investors in an arm's-length commercial transaction between the City and the Underwriter, (c) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (d) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided or is currently providing other services to the City on other matters), (e) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly set forth in this Certificate

Purchase Agreement, and (f) the City has consulted its own financial, municipal, legal, accounting, tax and/or other advisors, as applicable, to the extent it has deemed appropriate in connection with the issuance of the Certificates and the other matters contemplated by this Certificate Purchase Agreement. The City has a municipal advisor in this transaction that has legal fiduciary duties to the City.

The City hereby acknowledges receipt from the Underwriter of disclosures required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriter's role in the transaction, disclosures concerning the Underwriter's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein set forth, the City and the Corporation hereby agree to sell and deliver to the Underwriter all of the \$_____ aggregate principal amount of City of Porterville Sewer Revenue Certificates of Participation (2019 Financing Project) (the "Certificates"), evidencing the direct, undivided fractional interests of the owners thereof in installment payments (the "Installment Payments") to be made by the City pursuant to an Installment Sale Agreement, dated as of December 1, 2019 (the "Installment Sale Agreement"), with the Corporation. The purchase price of the Certificates shall be \$_____ (representing an aggregate principal amount of the Certificates of \$_____.00, plus a net original issue premium of \$_____, less an Underwriter's discount of \$_____).

As an accommodation to the City, the Underwriter will pay, from the purchase price of the Certificates, the sum of \$_____ to _____ (the "Municipal Bond Insurer") as the premium for the Municipal Bond Insurer's municipal bond insurance policy issued for the Certificates (the "Municipal Bond Insurance Policy") and the sum of \$_____ to the Municipal Bond Insurer as the premium for the Municipal Bond Insurer's reserve fund municipal bond insurance policy issued for the Certificates (the "Reserve Fund Policy").

Section 2. The Certificates. The Certificates will be dated their date of delivery and will be substantially in the form described in, shall be authorized, executed and delivered under the provisions of, and shall be payable as provided in, the Trust Agreement. The Certificates are being executed and delivered to provide funds to (a) finance the acquisition and construction of additions, betterments, extensions and improvements (the "Project") to its municipal sewer enterprise (the "Enterprise"); (b) purchase the Municipal Bond Insurance Policy and the Reserve Fund Insurance Policy, and (c) pay costs incurred in connection with executing and delivering the Certificates.

The City is legally required under the Installment Sale Agreement to make Installment Payments from a first and prior lien on the Net Revenues of the Sewer System. "Net Revenues" are the gross revenues of the Enterprise less operating and maintenance expenses of the Sewer System. Installment Payments are scheduled in an amount sufficient to pay, when due, the annual principal and interest with respect to the Certificates. The City has covenanted under the Installment Sale Agreement to prescribe, revise and collect such charges from the services and facilities of the Sewer System which will produce gross revenues sufficient in each fiscal year to provide Net Revenues equal to at least 1.25 times the aggregate annual payment requirements with respect to the Installment Sale Agreement and any parity obligations in such fiscal year, as required by the Installment Sale Agreement. The City's obligation to pay the Installment Payments is on a parity with its obligations under an installment sale agreement, dated as of December 1, 2018, by and between the Corporation and the City and any additional parity obligations incurred by the City in the future.

The Corporation will assign its right to receive Installment Payments from the City under the Installment Sale Agreement to the Trustee pursuant to an Assignment Agreement, dated as of December 1, 2019 (the "Assignment Agreement").

The City will also enter into a Continuing Disclosure Certificate, dated the Closing Date (the "Continuing Disclosure Certificate"). The Trust Agreement, the Installment Sale Agreement, the Assignment Agreement, the Continuing Disclosure Certificate and this Purchase Agreement are hereinafter referred to as the "Legal Documents."

Section 3. **Public Offering and Establishment of Issue Price.**

(a) The Underwriter agrees to assist the City in establishing the issue price of the Certificates and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Certificates.

(b) Except as otherwise set forth in Schedule I to Exhibit B, the City will treat the first price at which 10% of each maturity of the Certificates (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Certificates. If at that time the 10% test has not been satisfied as to any maturity of the Certificates, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Certificates of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Certificates of that maturity or until all Certificates of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Certificates to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I to Exhibit B, except as otherwise set forth therein. Schedule I to Exhibit B also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Certificates for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Certificates, the Underwriter will neither offer nor sell unsold Certificates of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution

agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Certificates of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Certificates of that maturity or all Certificates of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(e) The Underwriter acknowledges that sales of any Certificates to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the public),

(iii) a purchaser of any of the Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

Section 4. The Official Statement.

(a) By its acceptance of this proposal, the City ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement, dated _____, 2019, relating to the Certificates (including the cover page, all appendices and all information incorporated therein, the “Preliminary Official Statement”). The City hereby certifies that such Preliminary Official Statement is deemed final as of its date, for

purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") except for certain omissions with respect to the pricing of the Certificates permitted to be omitted therefrom by Rule 15c2-12.

The City hereby agrees to deliver or cause to be delivered to the Underwriter, within seven business days of the date hereof, copies of the final official statement, dated the date hereof, relating to the Certificates (including all information previously permitted to have been omitted by Rule 15c2-12, the cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the City and the Underwriter, the "Official Statement") in such quantity as the Underwriter shall reasonably request. The City has approved the use and distribution by the Underwriter of the Official Statement, and the City hereby authorizes the use by the Underwriter of the Legal Documents in connection with the offer and sale of the Certificates.

Section 5. Closing. At 8:00 A.M., Pacific Standard time, on December 19, 2019, or at such other time and date as may be agreed upon by the City and the Underwriter (the "Closing Date"), (i) the City will cause to be delivered to the Underwriter the Certificates in definitive form, bearing CUSIP numbers and fully registered, through the book-entry system of The Depository Trust Company ("DTC"); and (ii) the City will cause to be delivered to the Underwriter the other documents herein mentioned at the offices of Special Counsel in Larkspur, California, or another place to be agreed upon by the Corporation, the City and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof in immediately available funds to the order of the Trustee on behalf of the City. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "Closing." Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Certificate nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Certificates on the Closing Date in accordance with the terms of this Purchase Agreement.

Section 6. Representation, Warranties and Covenants of the City. The City represents, warrants and covenants to the Underwriter that:

(a) The City is a municipal corporation and chartered city, duly organized and validly existing under the Constitution and laws of the State of California (the "State"). The City has all necessary power and authority and has taken all official action necessary to enter into and perform its duties under the Trust Agreement, the Installment Sale Agreement, the Continuing Disclosure Certificate and this Purchase Agreement (collectively, the "City Documents"). The City Documents and the Official Statement have been duly executed and delivered by the City and, assuming the due authorization, execution and delivery by the other respective parties thereto, the City Documents to the best knowledge of the City will constitute legally valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally.

(b) To the best of its knowledge, except as may be required under Blue Sky or other securities laws of any state (as to which no representation is made), there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the City required for the execution, delivery and sale of the Certificates or the consummation by the City of the transactions contemplated by the City Documents and by the Official Statement, which has not been duly obtained or made on or prior to the date hereof.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court or governmental or public entity pending, or to the best knowledge of the City, threatened against the City which affects or seeks to prohibit, restrain or enjoin the

execution or delivery of the Certificates, or contesting the powers of the City to enter into or perform its obligations under any of the City Documents or the existence or powers of the City.

(d) the distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the City and as of the date hereof and at all times subsequent thereto up to and including the time of the Closing, the statements and information contained in the Official Statement (excluding statements under the captions "THE CORPORATION," "UNDERWRITING," information relating to the Municipal Bond Insurer, the Municipal Bond Insurance Policy, the Reserve Fund Insurance Policy, DTC and the book-entry only system and information as to bond prices on the cover of the Official Statement, as to which no opinion or view is expressed) are and will be true, correct and complete in all material respects and the Official Statement does not and will not omit to state a material fact required to be stated therein or necessary to make such statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(e) The City agrees that, if at any time before the Closing Date any event of which it has knowledge occurs, as a result of which the Official Statement as then in effect would include any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading, the City shall promptly prepare or cooperate in the preparation of an amendment or supplement to the Official Statement if in the opinion of the City and the Underwriter or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement. The City shall advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and shall effect such amendment or supplement in a form and manner approved by the Underwriter. The City shall promptly advise the Underwriter of the institution of any action, suit, proceeding, inquiry or investigation seeking to prohibit, restrain or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Certificates.

If any information relating to the City contained in the Official Statement is amended or supplemented pursuant to the immediately preceding subparagraph, at the time of each supplement or amendment thereto and (unless subsequently supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date of the Closing, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein concerning the City or the City's affairs, in the light of the circumstances under which it was presented, not misleading.

(f) The City shall furnish or cause to be furnished to the Underwriter, in such quantities as shall be reasonably required by the Underwriter, copies of the Official Statement and all amendments and supplements thereto, in each case as soon as available.

(g) The proceeds from the sale to the Underwriter of the Certificates will be applied in the manner and for the purposes specified in the Trust Agreement.

(h) The resolution of the City approving the execution and delivery of the City Documents and the Official Statement has been duly adopted by the City, has not been amended, modified or repealed and is in full force and effect on the date hereof.

(i) To the best of its knowledge, neither the execution and delivery by the City of the City Documents nor the City's adoption of the resolution, nor the City's compliance with such documents or such resolution, nor the consummation of the transactions contemplated by such documents, such resolution or the Official Statement, conflicts with or constitutes a breach of or default under, or will conflict with or constitute a breach of or default under, any term or provision of any applicable law or any administrative rule or regulation of the State or the United States or any applicable judgment, decree, order, license, permit, agreement or instrument to which the City is subject or is otherwise bound has or will have a material

adverse effect on the ability of the City to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instruments.

(j) The City agrees to cooperate with the Underwriter in endeavoring to qualify the Certificates for offer and sale under the securities or Blue Sky laws of as many jurisdictions of the states of the United States as the Underwriter may request; provided, however, that the City will not be required to expend any of its own funds in connection with such qualifications and will not be required to consent to service of process in any such jurisdiction in which it is not now subject to service of process or to qualify as a broker or a foreign corporation in connection with any such qualification in any jurisdiction.

(k) The City covenants that it will not take any action which would cause interest payable with respect to the Certificates to be subject to federal income taxation or State personal income taxation.

(l) Other than as described in the Preliminary Official Statement and the Official Statement, the City has not failed to comply with any previous continuing disclosure undertaking within the prior 5 years.

Section 7. Conditions to the Obligations of the Underwriter. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the City contained herein. The obligations of the Underwriter to accept delivery of and pay for the Certificates on the Closing Date shall be subject, at the option of the Underwriter, to the performance by the City of its obligations, to be performed hereunder and to the performance by the City and the Corporation of their obligations, to be performed under the Legal Documents, at or prior to the Closing Date and the following additional conditions:

(a) The representations, warranties and covenants of the City contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the Closing Date;

(b) At the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and all such reasonable actions as, in the opinion of Special Counsel or counsel to the Underwriter, shall reasonably deem necessary in connection with the transactions contemplated hereby;

(c) Between the date hereof and the Closing Date, the market price or marketability, at the initial public offering prices set forth on the inside cover page of the Official Statement, of the Certificates shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason of any of the following:

(i) the marketability of the Certificates or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of the Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred

for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or state authority affecting the federal or state tax status of the Corporation or the City, or the interest with respect to bonds or notes (including the Certificates);

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the normal operation of the government of or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(v) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that (i) obligations of the general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or (ii) the execution and delivery, offering or sale of obligations of the general character of the Certificates, or the execution and delivery, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect;

(vi) any event shall occur which makes untrue any material statement or results in an omission to state a material fact that is necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Underwriter would materially or adversely affect the ability of the Underwriter to market the Certificates

(vii) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Certificates;

(viii) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Certificates, or the Certificates, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect;

(ix) any rating of the Certificates or the rating of any obligations of the City shall have been downgraded or withdrawn by a national rating service, which, in the opinion of the Underwriter, materially adversely affects the market price of the Certificates; or

(x) the commencement of any action, suit or proceeding described in Section 6(c).

(d) At or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(ii) the approving opinion of Special Counsel, dated the Closing Date and addressed to the City, in substantially the form attached as Appendix F to the Official Statement, together with reliance letters addressed to the Underwriter and the Trustee;

(iii) a supplemental opinion of Special Counsel dated the Closing Date and addressed to the Underwriter and the City, in form and substance acceptable to each of them to the effect that:

(A) the statements in the Official Statement under the captions, "INTRODUCTION," "THE CERTIFICATES," "SOURCE OF PAYMENT FOR THE CERTIFICATES," "CONTINUING DISCLOSURE," "TAX MATTERS," "APPENDIX F-FORM OF OPINION OF SPECIAL COUNSEL," "APPENDIX A-SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," AND "APPENDIX D-FORM OF CONTINUING DISCLOSURE CERTIFICATE" insofar as such statements purport to summarize certain provisions of the Certificates, security for the Certificates, the Trust Agreement, the Installment Sale Agreement, the Assignment Agreement, the Continuing Disclosure Certificate and the legal opinion of Special Counsel with respect thereto concerning the validity and tax status of interest with respect to the Certificates, are accurate in all material respects; but excluding therefrom information about DTC and the book-entry only system;

(B) the Purchase Agreement has been duly authorized, executed and delivered by the Corporation and the City and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute valid and binding agreements of the Corporation and the City and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws affecting enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought; and

(C) the Certificates are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(iv) the letter of Quint & Thimmig LLP, in its capacity as Disclosure Counsel, dated the Closing Date and addressed to the City and the Underwriter, to the effect that, based upon its participation in the preparation of the Official Statement as Disclosure Counsel and upon the information made available to it in the course of the foregoing, but without having undertaken to determine or verify independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement (except to the extent expressly set forth in the opinion referred to in Section 7(c)(iii) above), nothing has come to the attention of the personnel directly involved in rendering legal advice and assistance in connection with the preparation of the Official Statement that causes them to believe that the Official Statement as of its date or as of the Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein,

in the light of the circumstances under which they were made, are not misleading (except for the description of any litigation, any information relating to information relating to the Municipal Bond Insurer, the Municipal Bond Insurance Policy, the Reserve Fund Insurance Policy, DTC, Cede & Co., the book-entry system, any financial statements, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein, as to all of which they express no view);

(v) the opinion of the City Attorney, dated the Closing Date, and addressed to the Underwriter, to the effect:

(A) the City is a municipal corporation and chartered city organized and existing under and by virtue of the laws and the Constitution of the State and has full legal power and lawful authority to execute and deliver and perform all obligations under the Legal Documents to which the City is a party (the "City Documents") and to participate in the transactions contemplated by the Official Statement;

(B) the resolution adopted by the City Council of the City approving the form and authorizing the execution of the City Documents has been duly adopted at a meeting of the City Council of the City, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and such Resolution is in full force and effect and has not been modified, amended or rescinded;

(C) the City has duly authorized, executed and delivered the City Documents and, assuming due authorization, execution and delivery by the parties thereto other than the City, the City Documents constitute the legally valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

(D) there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, government agency, public board or body, pending or, to our knowledge after reasonable investigation, threatened: (1) which would materially adversely affect the financial position of the City; (2) affecting, contesting or seeking to prohibit, restrain or enjoin the execution and delivery of any of the Certificates or the City Documents, or in any way contesting or affecting the validity of or security for the Certificates or the City Documents or the consummation of the transactions contemplated thereby, or contesting the powers of the City or its authority to execute and deliver the City Documents or perform its obligations thereunder; or (3) contesting the completeness or accuracy of the Official Statement or asserting that the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and to our knowledge there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in subparagraphs (1) through (3) of this paragraph (D);

(E) the City is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City or any of its property or assets is otherwise subject, and no event has occurred or is continuing which with the

passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and the execution and delivery of the City Documents and compliance with the provisions thereof by the City, will not result in a violation of, a breach of, or a default under the articles of incorporation or bylaws of the City or any statute, indenture, mortgage, deed of trust, note agreement, or other agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, law or regulation of any court or other governmental body having jurisdiction of the City;

(F) no authorization, approval, consent or order of the State or any other governmental authority or agency within the State, other than the governing body of the City, is required for the valid authorization, execution and delivery by the City of the City Documents and the performance by the City of its obligations thereunder.

(G) as of the date hereof, nothing has come to such attorney's attention causing us to believe that the information contained in the Official Statement relating to the City under the caption "THE CITY" as of its date or as of the date hereof contained any untrue statement of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) the opinion of the City Attorney, as counsel to the Corporation, dated the Closing Date and addressed to the Underwriter and the Corporation, in form and substance acceptable to each of them, to the effect that:

(A) the Corporation is a nonprofit public benefit corporation organized and existing under and by virtue of the laws and the Constitution of the State and has full legal power and lawful authority to execute and deliver and perform all obligations under the Legal Documents to which the Corporation is a party (the "Corporation Documents") and to participate in the transactions contemplated by the Official Statement;

(B) the resolution adopted by the Board of Directors of the Corporation approving the form and authorizing the execution of the Corporation Documents has been duly adopted at a meeting of the Board of Directors of the Corporation, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and such Resolution is in full force and effect and has not been modified, amended or rescinded;

(C) the Corporation has duly authorized, executed and delivered the Corporation Documents and, assuming due authorization, execution and delivery by the parties thereto other than the Corporation, the Corporation Documents constitute the legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

(D) there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, government agency, public board or body, pending or, to our knowledge after reasonable investigation, threatened: (1) which would materially adversely affect the financial position of the Corporation; (2) affecting, contesting or seeking to prohibit, restrain or enjoin the

execution and delivery of any of the Certificates or the Corporation Documents, or in any way contesting or affecting the validity of or security for the Certificates or the Legal Documents or the consummation of the transactions contemplated thereby, or contesting the powers of the Corporation or its authority to execute and deliver the Legal Documents or perform its obligations thereunder; or (3) contesting the completeness or accuracy of the Official Statement or asserting that the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and to our knowledge there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in subparagraphs (1) through (3) of this paragraph (D);

(E) the Corporation is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party or to which the Corporation or any of its property or assets is otherwise subject, and no event has occurred or is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and the execution and delivery of the Legal Documents and compliance with the provisions thereof by the Corporation, will not result in a violation of, a breach of, or a default under the articles of incorporation or bylaws of the Corporation or any statute, indenture, mortgage, deed of trust, note agreement, or other agreement or instrument to which the Corporation is a party or by which it or any of its property is bound, or any order, rule, law or regulation of any court or other governmental body having jurisdiction of the Corporation;

(F) no authorization, approval, consent or order of the State or any other governmental authority or agency within the State, other than the governing body of the Corporation, is required for the valid authorization, execution and delivery by the Corporation of the Legal Documents and the performance by the Corporation of its obligations thereunder; and

(G) as of the date hereof, nothing has come to such attorney's attention causing us to believe that the information contained in the Official Statement relating to the Corporation under the caption "THE CORPORATION" as of its date or as of the date hereof contained any untrue statement of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) a certificate, dated the Closing Date, signed by a duly authorized official of the City satisfactory in form and substance in the reasonable judgment of the Underwriter to the effect that:

(A) the City is a municipal corporation and chartered city, duly organized and existing under the laws of the State and has all necessary power and authority to enter into and perform its duties under the City Documents;

(B) by official action of the City, the City has approved the execution and delivery of and the performance by the City of the obligations on its part contained in the City Documents;

(C) the execution and delivery of the City Documents to which it is a party, compliance with the provisions thereof and performance of its duties thereunder, will not conflict with or constitute a breach of or default under the

City's duties under any law, administrative regulation, judgment, decree, note, resolution, charter, by-law or other agreement to which the City is a party or is otherwise subject or by which its properties may be affected;

(D) the information relating to the City contained in the Official Statement does not contain any untrue or misleading statement of a material fact or omit to state any material fact which is necessary to make such statements therein, in the light of the circumstances under which they were made, not misleading;

(E) to the best knowledge of the City, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the City required for the execution, delivery and sale of the Certificates or the consummation by the City of the transactions on its part contemplated by the City Documents;

(F) to the best knowledge of the City, the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents;

(G) there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court or governmental agency or body, pending or, to the best knowledge of the City, threatened against the City, except as disclosed in the Official Statement, to restrain or enjoin the execution or delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Certificates or the City Documents or contesting the powers of the City to enter into or perform its obligations under any of the foregoing; and

(H) the City covenants that it will not take any action which would cause interest with respect to the Certificates to be subject to federal income taxation or California personal income taxes;

(viii) a certificate, dated the Closing Date, signed by a duly authorized official of the Corporation satisfactory in form and substance in the reasonable judgment of the Underwriter to the effect that:

(A) the Corporation is nonprofit, public benefit corporation, duly organized and validly existing under the laws of the State;

(B) the Corporation has all necessary power and authority and has taken all official actions necessary to execute, deliver and perform its duties under each of the Corporation Documents and each of the Legal Documents has been duly authorized, executed and delivered by the Corporation and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion;

(C) the Corporation is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States of America material to the conduct of its functions

or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the Corporation is a party or to which the Corporation or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of the Legal Documents, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the Corporation (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Legal Documents;

(D) there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the Corporation required for the execution and delivery of the Legal Documents, or the consummation by the Corporation of the transactions contemplated in the Official Statement or in the Legal Documents, which has not been duly obtained or made on or prior to the date hereof;

(E) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the knowledge of the Corporation, threatened against the Corporation which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates or any of the Legal Documents, or contesting the validity of the Certificates or any of the Legal Documents or the powers of the Corporation to enter into or perform its obligations under the Legal Documents or the existence or powers of the Corporation;

(F) no event affecting the Corporation has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information regarding the Corporation contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein regarding the Corporation not misleading in any material respect;

(ix) a certificate of the Trustee, dated the Closing Date, signed by a duly authorized officer of the Trustee, and in form and substance satisfactory to the Underwriter, to the effect that:

(A) the Trustee is a national banking association duly organized and existing under and by virtue of the laws of the United States of America authorized to carry out corporate trust powers and has all necessary power and authority to enter into and perform its duties under the Trust Agreement and the Assignment Agreement and to execute the Certificates;

(B) the representations of the Trustee in the Trust Agreement and the Assignment Agreement are true and correct in all material respects as of the Closing Date;

(C) to the best of its knowledge, no litigation is pending or threatened (either in state or federal courts) (1) to restrain or enjoin the execution or delivery of any of the Certificates or the collection of revenues pledged under the

Installment Sale Agreement, or (2) in any way contesting or affecting any authority for the execution or delivery of the Certificates or the validity or enforceability of the Trust Agreement or the Assignment Agreement;

(D) the Trustee is duly authorized to execute and deliver the Certificates to the Underwriter upon instruction by the City pursuant to the terms of the Trust Agreement, and the Trust Agreement and the Assignment Agreement constitute legal, valid and binding obligations of the Trustee enforceable in accordance with its respective terms;

(E) to the best of its knowledge, the execution and delivery of the Trust Agreement and the Assignment Agreement, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, the Trustee's duties under said documents or any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Trustee is subject or by which it is bound; and

(F) the Certificates have been validly executed and delivered by the Trustee;

(x) the opinion of counsel to the Trustee, addressed to the Underwriter and the City, dated the Closing Date, to the effect that;

(A) the Trustee has been duly organized and is validly existing in good standing as a national banking association under the laws of the United States of America, with full corporate power to enter into the Trust Agreement and the Assignment Agreement and to accept the trust as provided therein, and to perform its obligations under the Trust Agreement and the Assignment Agreement;

(B) the Trustee has duly authorized, executed and delivered the Trust Agreement and the Assignment Agreement and by all proper corporate action has authorized the acceptance of the trust of the Trust Agreement;

(C) assuming the due authorization, execution and delivery by the other party to the Trust Agreement and the Assignment Agreement, the Trust Agreement and the Assignment Agreement, constitute legally valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally;

(D) the Certificates have been validly executed by the Trustee; and

(E) to the best of such counsel's knowledge, no authorization, approval, consent or order of any governmental agency or any other person or corporation is required for the valid authorization, execution and delivery of the Trust Agreement and the Assignment Agreement by the Trustee or the authentication by the Trustee of the Certificates;

(xi) the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter.

(xii) a copy of the Official Statement, executed on behalf of the City;

(xiii) a copy of the general resolution of the Trustee authorizing the execution and delivery of the Trust Agreement and the Assignment Agreement;

(xiv) copies of all resolutions relating to the Certificates, the Official Statement and the Legal Documents adopted by the Corporation and the City, as applicable, and certified by an authorized official of the Corporation and the City;

(xv) a tax certificate by the City in form and substance acceptable to Special Counsel;

(xvi) a copy of the Municipal Bond Insurance Policy;

(xvii) a copy of the Reserve Fund Insurance Policy;

(xviii) an opinion of counsel to the Municipal Bond Insurer, addressed to the City and the Underwriter to the effect that:

(A) the descriptions of the Municipal Bond Insurer, the Municipal Bond Insurance Policy and the Reserve Fund Insurance Policy included in the Official Statement are accurate;

(B) the Municipal Bond Insurance Policy and the Reserve Fund Insurance Policy constitute legal, valid and binding obligations of the Municipal Bond Insurer, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditor's rights generally and by the application of equitable principles if equitable remedies are sought, and

(C) as to such other matters as the City or the Underwriter may reasonably request;

(xix) a certificate of the Municipal Bond Insurer, signed by an authorized officer of the Municipal Bond Insurer, to the effect that:

(A) the information contained in the Official Statement relating to the Municipal Bond Insurer, the Municipal Bond Insurance Policy and the Reserve Fund Insurance Policy is true and accurate and

(B) as to such other matters as the City or the Underwriter may reasonably request;

(xx) letters from S&P Global Ratings, a Standard & Poor's Financial Services LLC business, indicating that the Certificates have been assigned an insured rating of "AA" and an underlying rating of "___."

(xxi) evidence of good standing of the Corporation with the State; and

(xxii) such additional legal opinions, certificates, proceedings, instruments or other documents as Special Counsel and counsel to the Underwriter, if any, may reasonably request to evidence compliance by the Corporation and the City with legal requirements, the truth and accuracy, as of the Closing Date, of the representations and warranties of the Corporation and the City contained herein, and the due performance or satisfaction by the Corporation and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Corporation and the City.

Section 8. Changes in Official Statement. After the Closing, the City will not adopt any amendment of or supplement to the Official Statement to which the Underwriter shall object in writing. Within 90 days after the Closing or within 25 days following the end of the

underwriting period, whichever occurs first, if any event relating to or affecting the Certificates, the Trustee, the Corporation or the City shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the City will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with a nationally recognized municipal securities repository. For the purposes of this section the Trustee, the Corporation and the City will each furnish such information with respect to itself as the Underwriter may reasonably request from time to time during such period.

Section 9. Expenses. Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Underwriter shall be under no obligation to pay, and the City shall pay from the proceeds of the Certificates or otherwise, all expenses and costs of the City and the Corporation incident to the performance of their obligations in connection with the authorization, execution, sale and delivery of the Certificates to the Underwriter, including, without limitation, printing costs, rating agency fees and charges, CUSIP Bureau fees, initial fees of the Trustee, including fees and disbursements of its counsel, if any, fees and disbursements of the City's municipal advisor, Special Counsel, Disclosure Counsel, Underwriter's counsel and other professional advisors employed by the City or the Corporation and costs of preparation, printing, signing, transportation, delivery and safekeeping of the Certificates. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, advertising expenses, the California Debt and Investment Advisory Commission fee, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Certificates, including the fees and disbursements of its counsel.

Section 10. Notices. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Brandis Tallman LLC, 22 Battery Street, Suite 500, San Francisco, CA 94111 Attention: Mr. Richard Brandis, President. Any notice or communication to be given to the Corporation or the City under this Purchase Agreement may be given by delivering the same in writing to the Corporation's and the City's addresses, respectively set forth above, Attention: Finance Director.

The approval of the Underwriter when required hereunder or the determination of the Underwriter's satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to you.

Section 11. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Corporation, the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Corporation and the City in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment of the Certificates.

Section 12. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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Section 13. **Governing Law.** This Purchase Agreement shall be governed by the laws of the State.

BRANDIS TALLMAN LLC as Underwriter

By _____
Richard Brandis
President

Accepted and Agreed to:

CITY OF PORTERVILLE

By _____
John D. Lollis
City Manager

Time of Execution: _____ Pacific Standard time

EXHIBIT A

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

\$ _____
SEWER REVENUE CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Installment Payments to be Made by the
CITY OF PORTERVILLE
(Tulare County, California)
as the Purchase Price for Certain Property Pursuant to an Installment
Sale Agreement with the Porterville Public Improvement Corporation

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(September 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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Optional Redemption. The Certificates maturing on and after September 15, ____, are subject to optional redemption in whole or in part on any date on and after September 15, ____, in such order of maturity as shall be designated by the City (or, if the City shall fail to so designate the order of redemption, in *pro rata* among maturities) and by lot within a maturity, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium, from the proceeds of the optional prepayment of Installment Payments made by the City pursuant to the Installment Sale Agreement.

Extraordinary Redemption. The Certificates are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, in an order of maturity determined by the City, from the Net Proceeds of insurance or eminent domain proceedings credited towards the redemption of the Installment Payments pursuant to the Installment Sale Agreement, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest represented thereby to the date fixed for redemption, without premium.

Sinking Fund Redemption. The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15 in each year on and after September 15, ____, to and

including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to the Installment Sale Agreement with respect to each such redemption date (subject to abatement, as set forth in the Installment Sale Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15 in each year on and after September 15, ____, to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to the Installment Sale Agreement with respect to each such redemption date (subject to abatement, as set forth in the Installment Sale Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15 in each year on and after September 15, ____, to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to the Installment Sale Agreement with respect to each such redemption date (subject to abatement, as set forth in the Installment Sale Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
SEWER REVENUE CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Installment Payments to be Made by the
CITY OF PORTERVILLE
(Tulare County, California)
as the Purchase Price for Certain Property Pursuant to an Installment
Sale Agreement with the Porterville Public Improvement Corporation

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Brandis Tallman LLC ("Brandis"), based on the information available to it, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Certificates").

I. General

1. Brandis and the City of Porterville (the "Issuer") have executed a certificate purchase agreement in connection with the Certificates on the Sale Date. Brandis has not modified the certificate purchase agreement since its execution on the Sale Date.

II. Price

1. Brandis offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule II.

2. As set forth in the certificate purchase agreement, Brandis has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Certificates of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement would contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

3. No Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

III. Defined Terms

1. *General Rule Maturities* means those Maturities of the Certificates not listed in Schedule I hereto as the "Hold-the-Offering-Price Maturities."

2. *Hold-the-Offering-Price Maturities* means those Maturities of the Certificates listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

3. *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price

Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

4. *Maturity* means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate maturities.

5. *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

6. A person is a “*Related Party*” to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

7. *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is December 10, 2019.

8. *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with Brandis to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Certificates to the Public).

All terms not defined herein shall have the same meanings as in the Tax Exemption Certificate and Agreement with respect to the Certificates, to which this Certificate is attached. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Brandis’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in its documents and with respect to compliance with the federal income tax rules affecting the Certificates, and by Quint & Thimmig LLP in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Certificates.

IV. Credit

Brandis has calculated that the present value of the amounts paid to obtain the _____ (the “Municipal Bond Insurer”) municipal bond insurance and reserve fund municipal bond insurance policies (the “Policies”) is less than the present value of the debt service reasonably expected to be saved as a result of having the Policies, using as the discount factor for this purpose the expected Yield with respect to the Certificates treating the fees paid as interest with respect to the Certificates.

To the best of Brandis's knowledge, the fees paid to obtain the Policies were determined in arm's-length negotiations and were required as a condition to the issuance by the Municipal Bond Insurer of the Policies.

Dated: December 19, 2019

BRANDIS TALLMAN LLC, as Underwriter

By _____
Authorized Officer

SCHEDULE I TO ISSUE PRICE CERTIFICATE

\$ _____
SEWER REVENUE CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Installment Payments to be Made by the
CITY OF PORTERVILLE
(Tulare County, California)
as the Purchase Price for Certain Property Pursuant to an Installment
Sale Agreement with the Porterville Public Improvement Corporation

Hold-the- Offering Price Maturities (if Marked)	General Rule Maturities (if Marked)	Maturity Date (September 15)	Principal Amount	Interest Rate	Price
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SCHEDULE II TO ISSUE PRICE CERTIFICATE

\$_____
SEWER REVENUE CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Installment Payments to be Made by the
CITY OF PORTERVILLE
(Tulare County, California)
as the Purchase Price for Certain Property Pursuant to an Installment
Sale Agreement with the Porterville Public Improvement Corporation

PRICING WIRE OR EQUIVALENT COMMUNICATION

CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the CITY OF PORTERVILLE (the "City") in connection with the execution and delivery of \$_____ City of Porterville Sewer Revenue Certificates of Participation (2019 Financing Project) (the "Certificates"). The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of December 1, 2019, by and among U.S. Bank National Association, as trustee (the "Trustee"), the City and the Porterville Public Improvement Corporation (the "Trust Agreement"). Pursuant to Section 11.07 of the Trust Agreement, the City covenants and agree as follows:

Section 1. Definitions. In addition to the definitions set forth above and in the Indenture which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30).

"*Dissemination Agent*" shall mean, initially, _____ or any successor Dissemination Agent designed in writing by the City and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

"*Fiscal Year*" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the City as its official fiscal year period under a Certificate of the City filed with the Trustee.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement executed by the City in connection with the issuance of the Certificates.

"*Participating Underwriter*" means the original underwriter of the Certificates.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

"*Significant Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the

Certificates and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2020, with the report for fiscal year 2018-19 provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Significant Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the Official Statement, as follows:

[TO BE DETERMINED]

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Significant Events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) Modifications to rights of security holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a financial obligation of the City or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or other obligated person, any of which affect security holders, if material; or

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City or other obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Significant Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Significant Event. Notwithstanding the foregoing, notice of Significant Events described in subsection (a)(viii) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Certificates under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a) (xv) of this Section 5 contain the qualifier “if material.” The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event’s occurrence is material for purposes of U.S. federal securities law. The City intends that the words used in paragraphs (xv) and (xvi) and the definition of “financial obligation” to have the meanings ascribed thereto in SEC Release No. 34-83885 (August 20, 2018).

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the

Certificates, the City shall give notice of such termination in the same manner as for a Significant Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Certificates, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Certificates in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Certificates.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

The Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations hereunder.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Significant Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or

including any other information in any Annual Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Significant Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) Article VIII of the Indenture is hereby made applicable to this Disclosure Certificate as if this Disclosure Certificate were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Certificates and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: December 19, 2019

CITY OF PORTERVILLE

By _____
City Manager

ACKNOWLEDGED:

_____, as Dissemination Agent

By _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: City of Porterville

Name of Issue: \$_____ Sewer Revenue Certificates of Participation (2019 Financing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Installment Payments to be made by the City of Porterville, as the Purchase Price for Certain Property Pursuant to an Installment Sale Agreement with the Porterville Public Improvement Corporation

Date of Issuance: December 19, 2019

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated December 19, 2019, furnished by the Obligor in connection with the Issue. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

_____, as Dissemination Agent

By _____
Authorized Officer

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 18, 2019

NEW ISSUE—FULL BOOK ENTRY

RATINGS:
S&P: “_____” (____-insured)
S&P: “_____” (Underlying)
See “RATINGS” herein

In the opinion of Quint & Thimmig LLP, San Francisco, California, Special Counsel, subject to compliance by the City with certain covenants, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals. In addition, in the opinion of Special Counsel, interest with respect to the Certificates is exempt from personal income taxation imposed by the State of California. See “TAX MATTERS” herein.



\$ _____ *

SEWER REVENUE CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing the Direct, Undivided Fractional Interests
of the Owners Thereof in Installment Payments
to be Made by the
CITY OF PORTERVILLE
(Tulare County, California)
As the Purchase Price for Certain Property
Pursuant to an Installment Sale Agreement with the
Porterville Public Improvement Corporation

Dated: Date of Delivery

Due: September 15, as shown on the Inside Cover

The captioned Certificates of Participation (the “Certificates”) are being executed and delivered to provide funds to (a) finance the acquisition and construction of certain improvements and facilities which constitute part of the municipal sewer enterprise (the “Enterprise”) of the City of Porterville (the “City”), (b) pay the cost of purchasing a municipal bond insurance policy for the Certificates, (c) pay the cost of purchasing a reserve fund municipal bond insurance policy in lieu of cash funding a reserve fund for the Certificates, and (d) pay costs of the execution, sale and delivery of the Certificates, all as more fully described herein. See “THE PLAN OF FINANCING” herein.

The Certificates will evidence the direct, undivided fractional interests of the registered owners thereof (the “Owners”) in the installment payments (the “Installment Payments”) to be made by the City as the purchase price for certain property pursuant to an installment sale agreement, dated as of December 1, 2019 (the “Installment Sale Agreement”), with the Porterville Public Improvement Corporation (the “Corporation”). The Corporation will assign its right to receive Installment Payments from the City under the Installment Sale Agreement and its right to enforce payment of the Installment Payments when due or otherwise protect its interest in the event of a default by the City thereunder to U.S. Bank National Association, Los Angeles, California, as trustee (the “Trustee”), for the benefit of the registered owners of the Certificates.

The Certificates will be executed and delivered pursuant to a trust agreement, by and among the Corporation, the City and the Trustee (the “Trust Agreement”). The Certificates will be executed and delivered in book-entry form only, and will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (referred to herein as “DTC”). Purchasers of the Certificates (the “Beneficial Owners”) will not receive physical certificates representing their interest in the Certificates. Interest with respect to the Certificates accrues from their date of delivery, and is payable semiannually by check mailed on each March 15 and September 15, commencing March 15, 2020. The Certificates may be executed and delivered in denominations of \$5,000 or any integral multiple thereof. Payments of principal and interest with respect to the Certificates will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Certificates. (See “THE CERTIFICATES—Book-Entry-Only System” herein).

The Certificates are subject to redemption, as described herein.

The City is legally required under the Installment Sale Agreement to make Installment Payments from a first and prior lien on the Net Revenues of the Enterprise. “Net Revenues” are the gross revenues of the Enterprise less operating and maintenance expenses of the Enterprise. Installment Payments are scheduled in an amount sufficient to pay, when due, the annual principal and interest with respect to the Certificates. The City has covenanted under the Installment Sale Agreement to prescribe, revise and collect such charges from the services and facilities of the Enterprise which will produce gross revenues sufficient in each fiscal year to provide Net Revenues equal to at least 1.25 times the aggregate annual payment requirements with respect to the Installment Sale Agreement and any parity obligations in such fiscal year, as required by the Installment Sale Agreement. The City’s obligation to pay the Installment Payments is on a parity with its obligations under an installment sale agreement, dated as of December 1, 2018, by and between the Corporation and the City and any additional parity obligations incurred by the City in the future.

The following firm, serving as financial advisor to the City, has structured this issue:



The scheduled payment of principal and interest with respect to the Certificates when due will be guaranteed under insurance policies to be issued concurrently with the delivery of the Certificates by _____. See “MUNICIPAL BOND INSURANCE” herein.

[INSURER LOGO]

THE OBLIGATION OF THE CITY TO MAKE THE INSTALLMENT PAYMENTS DESCRIBED HEREIN IS A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NET REVENUES OF THE ENTERPRISE AND DOES NOT CONSTITUTE A DEBT OF THE CITY, TULARE COUNTY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES OR YIELDS

SEE THE INSIDE COVER

The cover page contains certain information for general reference only. It is not a summary of all the provisions of the Certificates. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See “RISK FACTORS” herein for a discussion of special risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Certificates.

The Certificates will be offered when, as and if delivered and received by the Underwriter subject to approval by Quint & Thimmig LLP, San Francisco, California, as Special Counsel. Certain matters will be passed upon for the City by Quint & Thimmig LLP, San Francisco, California, as Disclosure Counsel, and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Certificates will be available for delivery to DTC in New York, New York, on or about December 19, 2019.



Dated: December ____, 2019

*Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

\$ _____ *

SEWER REVENUE CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing the Direct, Undivided Fractional Interests
of the Owners Thereof in Installment Payments
to be Made by the
CITY OF PORTERVILLE
(Tulare County, California)
As the Purchase Price for Certain Property
Pursuant to an Installment Sale Agreement with the
Porterville Public Improvement Corporation

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES OR YIELDS*

\$ _____ **Serial Bonds**

CUSIP[†] Prefix: _____

Maturity (September 15)	Principal Amount	Interest Rate	Yield	Price	CUSIP [†] Suffix
----------------------------	---------------------	------------------	-------	-------	------------------------------

\$ _____ % **Term Bonds Maturing September 15, _____; Price: _____, to Yield _____%—CUSIP[†]: _____**

\$ _____ % **Term Bonds Maturing September 15, _____; Price: _____, to Yield _____%—CUSIP[†]: _____**

*Preliminary, subject to change.

[†] Copyright 2019, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, operated by S&P Capital IQ. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the City and are included solely for the convenience of the registered owners of the Certificates. Neither the City nor the Underwriter is responsible for the selection or uses of these CUSIP numbers and no representation is made as to their correctness on the Certificates or as included herein. The CUSIP number for a specific maturity is subject to being changed after the delivery of the Certificates as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Certificates.

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended ("Rule 15c2-12"), this Preliminary Official Statement constitutes an "official statement" of the City with respect to the Certificates that has been deemed "final" by the City as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representation other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of the Certificates by a person in any jurisdiction in which it is unlawful for such person to make an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Certificates. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein has been obtained from the City and from other sources and is believed to be reliable but is not guaranteed as to accuracy or completeness. The information and expressions of opinions herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Official Statement is submitted in connection with the sale of the Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the City. All summaries of the Certificates, the Installment Sale Agreement, the Trust Agreement, the Assignment Agreement, or other documents, are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Finance Director for further information. See "INTRODUCTION—Other Information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE CERTIFICATES TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

The execution, sale and delivery of the Certificates has not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, for the issuance and sale of municipal securities.

_____ (the "Municipal Bond Insurer") makes no representation regarding the Certificates or the advisability of investing in the Certificates. In addition, the Municipal Bond Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Municipal Bond Insurer supplied by the Municipal Bond Insurer and presented under the heading "MUNICIPAL BOND INSURANCE" and "APPENDIX H—SPECIMEN MUNICIPAL BOND INSURANCE POLICY".

The City maintains a website. Unless specifically indicated otherwise, the information presented on such website is **not** incorporated by reference as part of this Official Statement and should not be relied upon in making investment decisions with respect to the Certificates.

CITY OF PORTERVILLE LOCATION MAP

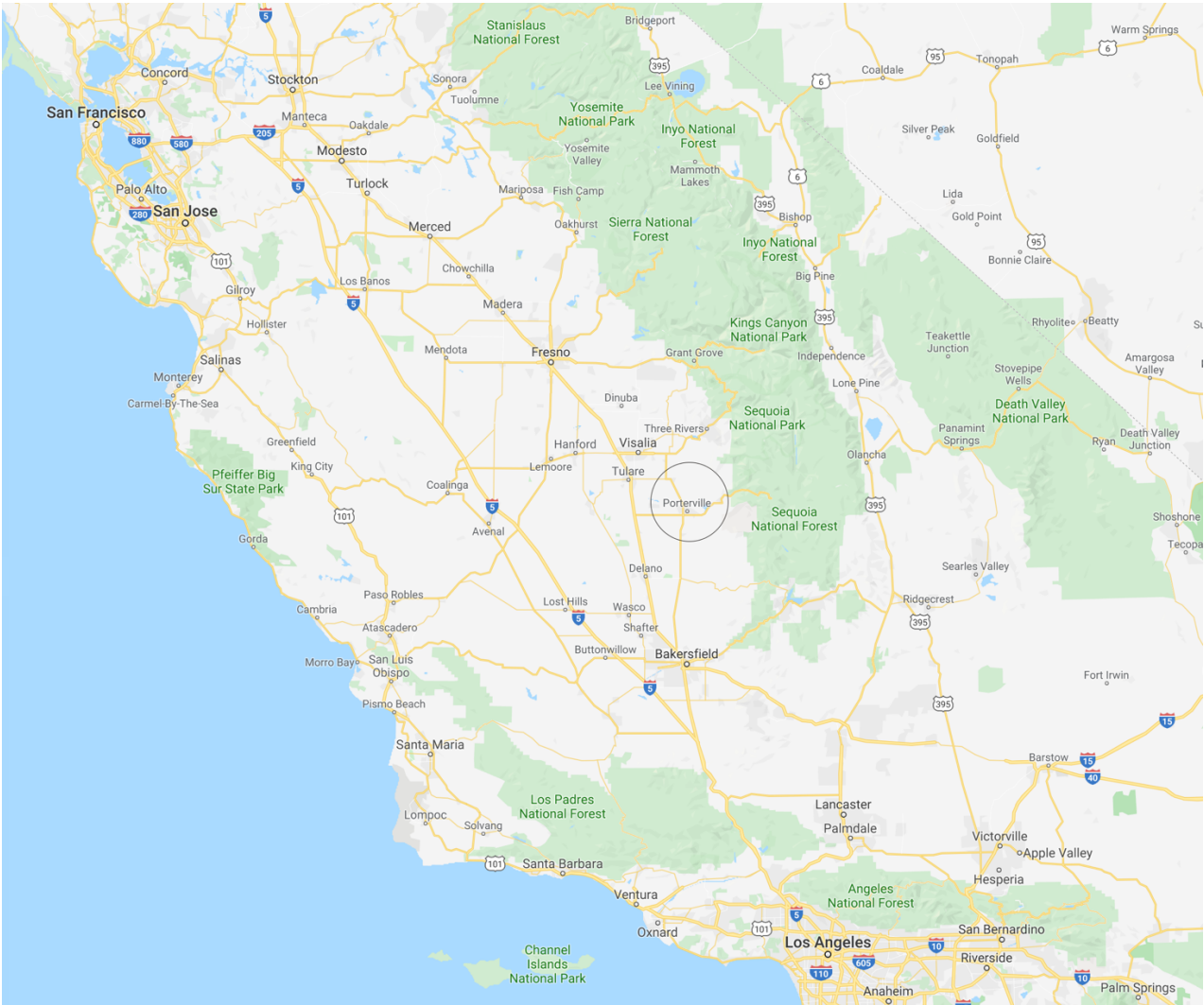


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CITY OF PORTERVILLE

291 North Main Street
Porterville, CA 93257
(559) 782-7499
<http://www.ci.porterville.ca.us>

City Council

Martha A. Flores, *Mayor*
Monte Reyes, *Vice Mayor*
Milt Stowe, *Councilmember*
Daniel Peñaloza, *Councilmember*
Virginia Gurrola, *Councilmember*

City Staff and Officials

John D. Lollis, *City Manager*
Maria Bemis, *Director of Finance*
Patrice Hildreth, *Administrative Services Director*
Michael Knight, *Public Works Director*
Javier Sanchez, *City Engineer*
Julia M. Lew, Esq., *City Attorney*

Special Services

Wulff, Hansen, & Co.
San Rafael, California
Municipal Advisor

Quint & Thimmig LLP
Larkspur, California
Special Counsel and Disclosure Counsel

U.S. Bank National Association
Los Angeles, California
Trustee

OFFICIAL STATEMENT

\$ _____ *

SEWER REVENUE CERTIFICATES OF PARTICIPATION
(2019 Financing Project)
Evidencing the Direct, Undivided Fractional Interests of the
Owners Thereof in Installment Payments to be Made by the
CITY OF PORTERVILLE
(Tulare County, California)
As the Purchase Price For Certain Property Pursuant to an
Installment Sale Agreement with the
Porterville Public Improvement Corporation

INTRODUCTION

This introduction does not purport to be complete and reference is made to the body of this Official Statement, appendices and the documents referred to herein for more complete information with respect to matters concerning the captioned Certificates. Potential investors are encouraged to read this entire Official Statement. Capitalized terms used and not defined in this Introduction shall have the meanings assigned to them elsewhere in this Official Statement and in APPENDIX A—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—DEFINITIONS.

General

The purpose of this Official Statement, which includes the cover page, Table of Contents and Appendices (the “Official Statement”), is to provide certain information concerning the sale and delivery of Sewer Revenue Certificates of Participation (2019 Financing Project) (the “Certificates”), in aggregate principal amount of \$ _____ * representing the direct, undivided fractional interests of the registered owners thereof (the “Owners”) in installment payments (the “Installment Payments”) to be made by the City of Porterville, California (the “City”), as the purchase price for certain additions, betterments, extensions and improvements (the “Project”) to the City’s municipal sewer system (the “Enterprise”), pursuant to an Installment Sale Agreement, dated as of December 1, 2019 (the “Installment Sale Agreement”), by and between the City and the Porterville Public Improvement Corporation (the “Corporation”). The Corporation will sell the Project to the City pursuant to the Installment Sale Agreement. The Certificates are being executed and delivered to (a) finance the Project, (b) pay the cost of purchasing a municipal bond insurance policy for the Certificates, (c) pay the cost of purchasing a reserve fund municipal bond insurance policy in lieu of cash funding a reserve fund for the Certificates, and (d) pay costs of the execution, sale and delivery of the Certificates.

The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of December 1, 2019 (the “Trust Agreement”), by and among the City, the Corporation and U.S. Bank National Association, Los Angeles, California, as trustee (the “Trustee”), and constitute direct, undivided fractional interests of the Owners in the Installment Payments. Pursuant to an Assignment Agreement, dated as of December 1, 2019 between the Corporation and the Trustee (the “Assignment Agreement”) the Corporation will assign to the Trustee, for the benefit of the Owners, its rights under the

* Preliminary, subject to change.

Installment Sale Agreement, including (i) its right to receive Installment Payments, and (ii) its right to enforce amounts payable upon default.

Source of Payment for the Certificates

In general, the City is required to pay to the Trustee, from a first and prior lien on the Net Revenues of the Enterprise, Installment Payments which are designed to be sufficient in both time and amount to pay, when due, the principal and interest with respect to the Certificates.

“Gross Revenues” means all gross charges received for, and all other gross income and receipts derived by the City from, the ownership and operation of the Enterprise or otherwise arising from the Enterprise, including but not limited to investment earnings thereon; but excluding (a) the proceeds of any *ad valorem* property taxes levied for the purpose of paying general obligation bonds of the City relating to the Enterprise, (b) the proceeds of any special assessments or special taxes levied upon real property within any improvement district for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Enterprise; and (c) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City, or contributions in aid of construction.

“Operation and Maintenance Costs” means the reasonable and necessary costs and expenses paid by the City for maintaining and operating the Enterprise, including but not limited to (a) costs of electricity and other forms of energy supplied to the Enterprise, (b) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order, and (c) the reasonable administrative costs of the City attributable to the operation and maintenance of the Enterprise; but in all cases excluding (i) debt service payable on all other obligations incurred by the City with respect to the Enterprise including but not limited to any Parity Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor and other noncash expenses, and (iii) amortization of intangibles or other bookkeeping entries of a similar nature.

“Net Revenues” means Gross Revenues less Operation and Maintenance Expenses.

The City has covenanted in the Installment Sale Agreement to prescribe, revise and collect such charges from the services and facilities of the Enterprise which will produce Gross Revenues sufficient in each Fiscal Year to provide Net Revenues equal to at least 1.25 times the aggregate annual payment requirements with respect to the Installment Sale Agreement and any parity obligations in such Fiscal Year.

In November 2018, the City entered into an installment sale agreement (the “2018 Agreement”), by and between the Corporation and the City, to refinance certain prior obligations incurred by the City to finance improvements to the Enterprise. The City’s obligation to make the Installment Payments will be on a parity with the City’s obligation to make the payments under the 2018 Agreement.

THE OBLIGATION OF THE CITY TO MAKE INSTALLMENT PAYMENTS CONSTITUTES A SPECIAL OBLIGATION OF THE CITY PAYABLE SOLELY FROM NET REVENUES AND DOES NOT CONSTITUTE AN OBLIGATION OF THE CITY FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO MAKE INSTALLMENT PAYMENTS DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL

SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The Enterprise

The Enterprise provides wastewater collection and conveyance services to approximately _____ customers. The Enterprise includes approximately 170 miles of sanitary sewer pipelines and a wastewater treatment plant (the “Treatment Plant”). Sewage generated within the City flows to the Treatment Plant. See “THE ENTERPRISE” and “ENTERPRISE FINANCIAL INFORMATION” herein.

The City

The City is located in Tulare County, California (the “County”), off Highway 65, some 168 miles north of the Metropolitan Los Angeles Area and 258 miles south of the City of San Francisco. The City is located on the Tule River at the base of the western foothills of the Sierra Nevada and easternmost section of California’s Central Valley. The City is the third largest city in the County in terms of population, with a present population of approximately 60,260 as of January 1, 2019, according to the California Department of Finance. The City encompasses a total of 18.62 square miles within its limits. The City serves as a gateway to Sequoia National Forest, Giant Sequoia National Monument and Kings Canyon National Park.

The City was incorporated on May 7, 1902, and became a Charter City in 1926. The City Council members are elected for overlapping four-year terms. The policies of the City Council are carried out by the appointed City Manager. For more information, see “THE CITY” and APPENDIX E—GENERAL INFORMATION REGARDING THE CITY OF PORTERVILLE AND TULARE COUNTY.

Tax Matters

In the opinion of Quint & Thimmig LLP, San Francisco, California, Special Counsel, subject to compliance by the City with certain covenants, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals. In addition, in the opinion of Special Counsel, interest with respect to the Certificates is exempt from personal income taxation imposed by the State of California. See “TAX MATTERS.”

Municipal Bond Insurance Policy; Reserve Policy

The scheduled payment of the principal and interest with respect to the Certificates when due will be guaranteed under a municipal bond insurance policy (the “Municipal Bond Insurance Policy”) to be issued by _____ (the “Municipal Bond Insurer”) simultaneously with the delivery of the Certificates. See “MUNICIPAL BOND INSURANCE.” In addition, the Municipal Bond Insurer has made a commitment to issue a municipal bond insurance policy for the Reserve Fund (the “Reserve Policy”) in an amount equal to the Reserve Requirement. See “SOURCE OF PAYMENT FOR THE CERTIFICATES—Reserve Fund.”

Continuing Disclosure

The City will covenant in a Continuing Disclosure Certificate to prepare and deliver an annual report to the Municipal Securities Rulemaking Board (the “MSRB”) through the MSRB’s Electronic Municipal Market Access system. See “CONTINUING DISCLOSURE” and APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE.

Summaries of Documents

This Official Statement contains descriptions of the Certificates, the Trust Agreement, the Installment Sale Agreement, the Assignment Agreement and various other agreements and documents. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive and reference is made to each such document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document and, with respect to certain rights and remedies, to laws and principles of equity relating to or affecting creditors’ rights generally. Copies of the various documents described herein are available for inspection during business hours at the corporate trust office of the Trustee at 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071.

Forward-Looking Statements

This Official Statement, and particularly the information contained under the headings entitled “PROJECT,” “THE ENTERPRISE,” “ENTERPRISE FINANCIAL INFORMATION,” “RISK FACTORS RELATING TO THE CERTIFICATES” and APPENDIX E— GENERAL INFORMATION REGARDING THE CITY OF PORTERVILLE AND TULARE COUNTY, contain statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 2000. When used in this Official Statement, the words “estimate,” “forecast,” “intend,” “expect” and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The City is not obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur. See “RISK FACTORS RELATING TO THE CERTIFICATES” and “CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND FEES.”

Other Information

This Official Statement speaks only as of its date as set forth on the cover hereof, the information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the City since the date hereof.

Unless otherwise expressly noted, all references to internet websites in this Official Statement, including without limitation, the City’s website, are shown for reference and convenience only and none of their content is incorporated herein by reference. The information contained within such websites has

not been reviewed by the City and the City makes no representation regarding the accuracy or completeness of the information therein.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of Certificates are anticipated to be applied as follows:

SOURCES:

Par Amount of Certificates
Less: Underwriter's Discount
Plus: Net Original Issue Premium
Total Sources of Funds

=====

USES:

Deposit to Project Fund ⁽¹⁾
Deposit to Delivery Costs Fund ⁽²⁾
Total Uses of Funds

=====

- (1) Amounts deposited in the Project Fund will be applied to the acquisition and construction of the Project. See "THE PROJECT" herein.
- (2) Delivery Costs include the Underwriter's discount, fees and expenses of the Municipal Advisor, special counsel, disclosure counsel, and the Trustee, printing expenses, rating fees, premiums for the Municipal Bond Insurance Policy and the Reserve Policy and other costs.

THE PROJECT

Proceeds of the Certificates will be used to (a) finance the Project and (b) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates. The Project is expected to consist of _____.

DEBT SERVICE REQUIREMENTS

The following table shows the scheduled annual debt service for the Certificates (assuming no redemptions other than sinking fund redemptions) is presented below:

Year Ending September 15	Principal ⁽¹⁾	Interest	Total
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2038			
2049			
TOTAL			

⁽¹⁾ Includes mandatory sinking fund installments.

THE CERTIFICATES

General

The Certificates will be executed and delivered in the aggregate principal amount and will mature on the dates and interest with respect thereto will be payable at the rates per annum as set forth on the cover of this Official Statement. The Certificates will be delivered in the form of fully registered Certificates without coupons in the denomination of \$5,000 or any integral multiple thereof. Interest with respect to the Certificates will be calculated on the basis of a 360-day year of twelve 30-day months and

will be payable on March 15 and September 15 of each year, commencing March 15, 2020 (each an "Interest Payment Date"), until maturity or earlier redemption thereof. The Certificates will be initially executed, delivered and registered in the name of "Cede & Co." as nominee of DTC and will be evidenced by one Certificate maturing on each of the maturity dates in a denomination corresponding to the total principal therein designated to mature on such date. See "THE CERTIFICATES—Book-Entry Only System."

Interest with respect to the Certificates will be payable from the Interest Payment Date next preceding the date of execution thereof, unless: (i) it is executed as of an Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed after a Regular Record Date (i.e., the close of business on the 1st day of the month in which an Interest Payment Date, whether or not such 1st day is a Business Day) and before the following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (iii) it is executed on or before March 1, 2020, in which event interest with respect thereto will be payable from its dated date; *provided, however*, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest shall be paid by check mailed to the Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than ten (10) days prior to such special record date.

Payment of interest due with respect to any Certificate on any Interest Payment Date will be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his or her address as it appears on the Registration Books as of such Regular Record Date or, upon written request filed with the Trustee prior to the Regular Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by such Owner in such written request. Any such written request shall remain in effect until rescinded in writing by the Owner. The principal and redemption price with respect to the Certificates at maturity or upon prior redemption shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificates at the Principal Corporate Trust Office.

Redemption

Optional Redemption. The Certificates maturing on or before September 15, ____, are not subject to optional redemption prior to maturity. The Certificates maturing on and after September 15, ____, are subject to optional redemption in whole or in part on any date in such order of maturity as shall be designated by the City (or, if the City shall fail to so designate the order of redemption, in *pro rata* among maturities) and by lot within a maturity, on or after September 15, ____, at a redemption price equal to the principal amount of the Certificates to be redeemed, together with accrued interest, without premium, to the date fixed for redemption, from the proceeds of the optional prepayment of Installment Payments made by the City pursuant to the Installment Sale Agreement.

Mandatory Sinking Fund Redemption. The Certificates maturing on September 15, ____, are subject to mandatory redemption in part on September 15 in each year on and after September 15, ____, to and including September 15, ____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to the Installment Sale Agreement with respect to each such

redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

The Certificates maturing on September 15, _____, are subject to mandatory redemption in part on September 15 in each year on and after September 15, _____, to and including September 15, _____, from the principal components of scheduled Installment Payments required to be paid by the City pursuant to the Installment Sale Agreement with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

<u>Year</u> <u>(September 15)</u>	<u>Principal Amount of</u> <u>Certificates to be Redeemed</u>
--------------------------------------	--

†Maturity.

Extraordinary Redemption from Net Proceeds of Insurance, Condemnation or Eminent Domain Award. The Certificates are subject to extraordinary redemption in whole or in part on any Interest Payment Date from the Net Proceeds of an insurance, condemnation or eminent domain award, to the extent credited towards the prepayment of the Installment Sale Agreement Payments by the City pursuant to the Installment Sale Agreement, in such order of maturity as shall be designated by the City (or, if the City shall fail to so designate the order of redemption, in *pro rata* among maturities) and by lot within a maturity, at a redemption price equal to the principal amount of the Certificates to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

Selection of Certificates for Redemption. Whenever provision is made in the Trust Agreement for the redemption of Certificates and less than all of the Outstanding Certificates are to be redeemed, the Trustee will select Certificates for redemption from the Outstanding Certificates not previously called for redemption in such order of maturity as will be designated by the City (and, in lieu of such designation, *pro rata* among maturities) and by lot within a maturity. The Trustee will select Certificates for redemption within a maturity by lot in any manner which the Trustee, in its sole discretion, deems appropriate. For purposes of such selection, Certificates will be deemed to be composed of \$5,000 portions and any such portion may be separately redeemed. The Trustee will promptly notify the City in writing of the Certificates so selected for redemption. Selection by the Trustee of Certificates for redemption will be final and conclusive.

Notice of Redemption. Unless waived in writing by any Owner of a Certificate to be redeemed, notice of any such redemption will be given by the Trustee on behalf and at the expense of the City, by

mailing a copy of a redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption, to such Owner of the Certificate or Certificates to be redeemed at the address shown on the Registration Books or at such other address as is furnished in writing by such Owner to the Trustee; *provided, however*, that neither the failure to receive such notice nor any defect in any notice will affect the sufficiency of the proceedings for the redemption of the Certificates.

Effect of Redemption. If notice of redemption has been given as described above, the Certificates or portions of Certificates so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date, interest with respect to such Certificates or portions of Certificates will cease to be payable.

Partial Redemption of Certificate. Upon surrender of any Certificate redeemed in part only, the Trustee will execute and deliver to the Owner thereof a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Certificate surrendered and of the same interest rate and the same maturity.

Transfer and Exchange of Certificates

The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her attorney duly authorized in writing upon surrender of such Certificate for cancellation at the Principal Corporate Trust Office, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The City shall pay any costs of the Trustee incurred in connection with such transfer, except that the Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee shall not be required to transfer (i) any Certificates or portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificates selected for redemption.

Certificates may be exchanged, upon surrender thereof, at the Principal Corporate Trust Office for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. Whenever any Certificate or Certificates shall be surrendered for exchange, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The City shall pay any costs of the Trustee incurred in connection with such exchange, except that the Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee shall not be required to exchange (i) any Certificate or any portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificate selected for redemption.

Book-Entry Only System

The Certificates will be initially executed, delivered and registered as one fully registered certificate for each maturity, without coupons, in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Certificates. Individual purchases may be made in book-entry form only,

in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Certificates purchased. Principal and interest will be paid to DTC which will in turn remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Certificates as described herein. So long as DTC's book-entry system is in effect with respect to the Certificates, notices to Owners of the Certificates by the City or the Trustee will be sent to DTC. Notices and communication by DTC to its participants, and then to the beneficial owners of the Certificates, will be governed by arrangements among them, subject to then effective statutory or regulatory requirements. See APPENDIX G—BOOK-ENTRY ONLY SYSTEM.

In the event that such book-entry system is discontinued with respect to the Certificates, the City will cause the Trustee to execute and deliver replacements in the form of registered certificates and, thereafter, the Certificates will be transferable and exchangeable on the terms and conditions provided in the Trust Agreement. In addition, the following provisions would then apply: Payment of interest due with respect to any Certificate on any Interest Payment Date will be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his or her address as it appears on the Registration Books as of such Regular Record Date or, upon written request filed with the Trustee prior to the Regular Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by such Owner in such written request. Any such written request will remain in effect until rescinded in writing by the Owner. The principal and redemption price with respect to the Certificates at maturity or upon prior redemption shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificates at the Principal Corporate Trust Office.

SOURCE OF PAYMENT FOR THE CERTIFICATES

General

Each Certificate represents a direct, undivided fractional interest in Installment Payments to be made by the City to the Corporation under the Installment Sale Agreement. The Corporation, pursuant to the Assignment Agreement, will assign certain of its rights under the Installment Sale Agreement to the Trustee for the benefit of the Owners, including its right to receive Installment Payments and prepayments made under the Installment Sale Agreement and its rights to enforce payment of the Installment Payments when due in the event of a default by the City. The obligation of the City to make Installment Payments constitutes a special obligation of the City payable solely from a first and prior lien on the Net Revenues, certain net proceeds of insurance or condemnation proceedings pertaining to the Project to the extent that such net proceeds are not used for the repair, reconstruction or replacement of the Project pursuant to the Installment Sale Agreement, and certain interest and other income derived from the investment of moneys held in funds and accounts held by the Trustee for the City pursuant to the Trust Agreement. The City's obligation to make the Installment Payments will be on a parity with the City's obligation to make the payments under the 2018 Agreement as described herein and "Parity Obligations" shall be deemed to include the City's obligation to make the payments under the 2018 Agreement.

Special Obligation of the City

The City's obligation to pay the Installment Payments shall be a special obligation limited solely to Net Revenues. Under no circumstances shall the City be required to advance any moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments, nor shall any other funds or property of the City be liable for the payment of the Installment Payments.

The obligation of the City to make the Installment Payments from Net Revenues and to perform and observe the other agreements contained in the Installment Sale Agreement shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the City, the Corporation or the Trustee of any obligation to the City or otherwise with respect to the Enterprise, whether under the Installment Sale Agreement or otherwise, or out of indebtedness or liability at any time owing to the City by the Corporation or the Trustee. Until such time as all of the Installment Payments shall have been fully paid or prepaid, the City (a) will not suspend, abate, or discontinue any payments provided for in the Installment Sale Agreement, (b) will perform and observe all other agreements contained in the Installment Sale Agreement, and (c) will not terminate the Term of the Installment Sale Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Enterprise, the taking by eminent domain of title to or temporary use of any or all of the Enterprise, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Corporation or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement, the Assignment Agreement or the Installment Sale Agreement.

Nothing shall be construed to release the Corporation from the performance of any of the agreements on its part contained in the Installment Sale Agreement, and in the event the Corporation shall fail to perform any such agreements on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of the preceding paragraph. The City may, however, at the City's own cost and expense and in the City's own name or in the name of the Corporation prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect the City's right of possession, occupancy and use hereunder, and in such event the Corporation has agreed to cooperate fully with the City and to take such action necessary to effect the substitution of the City for the Corporation in such action or proceeding if the City shall so request.

Pledge of Net Revenues; Deposits to Pay Installment Payments; Release from Lien

Pledge of Net Revenues. The City has agreed that the payment of the Installment Payments shall be secured by a pledge, charge and first and prior lien upon Net Revenues, and Net Revenues sufficient to pay the Installment Payments as they become due and payable, are pledged, charged, assigned, transferred and set over by the City to the Corporation and its assigns for the purpose of securing payment of the Installment Payments. The Net Revenues shall constitute a trust fund for the security and payment of the Installment Payments.

Transfer to Pay Installment Payments. In order to provide for the payment of Installment Payments when due, the City shall, on or before each March 1 and September 1 (each, an "Installment Payment Date"), transfer to the Trustee for deposit into the Installment Payment Fund the amount required for the next occurring Installment Payment Date. The City shall be obligated to make Installment Payments sufficient to pay all principal and interest due with respect to the Certificates.

Release from Lien. Following the transfer described above with respect to the September 15 Installment Payment Date, Net Revenues in excess of amounts required for the payment of Installment Payments and any Parity Obligations, in that Fiscal Year shall be released from the lien of this Installment Sale Agreement and shall be available for any lawful purpose of the City.

Rate Covenant

The City covenants that it shall prescribe, revise and collect such charges for the services and facilities of the Enterprise which, after allowances for contingencies and error in the estimates, shall produce Gross Revenues sufficient in each Fiscal Year to provide Net Revenues equal to at least 1.25 times (i) the Installment Payments coming due and payable during such Fiscal Year, and (ii) all payments required with respect to Parity Obligations coming due and payable during such Fiscal Year.

If, in any Fiscal Year, charges for the services and facilities of the Enterprise which, after allowances for contingencies and error in the estimates, shall produce Gross Revenues insufficient in each Fiscal Year to provide Net Revenues equal to at least 1.25 times (i) the Installment Payments coming due and payable during such Fiscal Year, and (ii) all payments required with respect to Parity Obligations coming due and payable during such Fiscal Year, the City covenants and agrees notify the Trustee of such fact and to employ an independent consultant to make recommendations as to a revision of the rates, fees and charges of the Enterprise or the methods of operation of the Enterprise that will result in producing Net Revenues equal to at least 1.25 times (i) the Installment Payments coming due and payable during such Fiscal Year, and (ii) all payments required with respect to Parity Obligations coming due and payable during such Fiscal Year.

The City covenants and agrees that it shall, promptly upon its receipt of such recommendations from such consultant, subject to applicable requirements or restrictions imposed by law, and subject to a good faith determination of the City Council that such recommendations, in whole or in part, are in the best interests of the City, revise its rates, fees and charges or its methods of operation or collections and shall take such other action as shall be in conformity with such recommendations. In the event that the City fails to comply with such recommendations, subject to the applicable requirements or restrictions imposed by law and to the determination of the City Council of the City that such recommendations are in the best interests of the City, the Corporation, or its assignee, may, in addition to the rights and remedies elsewhere set forth in this Installment Sale Agreement, and shall, upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and being indemnified to its satisfaction therefor, institute and prosecute an action or proceeding in a court of competent jurisdiction to compel the City to comply with the recommendations and requirements of this paragraph (c). If the City complies in all material respects with the reasonable recommendations of the consultant in respect to said rates, fees, charges and methods of operation or collection, the City will be deemed to have complied with the covenants described above notwithstanding that Net Revenues shall be less than the amount required under this Installment Sale Agreement for such Fiscal Year; provided, however, that such rates, fees, charges and methods of operation or collection shall produce Net Revenues equal to at least 100% of (i) the Installment Payments coming due and payable during such Fiscal Year, and (ii) all payments

required with respect to Parity Obligations coming due and payable during such Fiscal Year; provided further, that this sentence shall not be construed as in any way excusing the City from taking any action or performing any duty required under this Installment Sale Agreement or be construed as constituting a waiver of any other Event of Default.

Limitations on Future Obligations Secured by Net Revenues

No Obligations Superior to Installment Payments. In order to protect further the availability of the Net Revenues and the security for the Installment Payments and any Parity Obligations, the City hereby agrees that the City shall not, so long as any Certificates are outstanding, issue or incur any obligations payable from Gross Revenues or Net Revenues superior to the Installment Payments or such Parity Obligations.

Parity Obligations. The City further covenants that, except for obligations issued or incurred to prepay the Installment Payments in full pursuant to the Installment Sale Agreement, the City shall not issue or incur any Parity Obligations unless:

(i) The City is not in default under the terms of this Installment Sale Agreement;

(ii) Net Revenues, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the resolution pursuant to which instrument such Parity Obligations is issued or incurred, as shown by the books of the City, plus, at the option of the City, the additional allowance described below, shall have amounted to at least 1.25 times the sum of the maximum Installment Payments coming due and payable in any future Fiscal Year and the maximum annual debt service on all Parity Obligations outstanding immediately subsequent to the incurring of such additional obligations.

Either or both of the following items may be added to such Net Revenues for the purpose of applying the restriction contained in this subsection (b)(ii):

(A) An allowance for revenues from any additions to or improvements or extensions of the Enterprise to be constructed with the proceeds of such additional obligations, and also for net revenues from any such additions, improvements or extensions which have been from moneys from any source but which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 70% of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first 36-month period following closing of the proposed Parity Obligations, all as shown by the certificate or opinion of a qualified independent consultant employed by the City, may be added to such Net Revenues for the purpose of applying the restriction contained in this subsection (b)(ii).

(B) An allowance for earnings arising from any increase in the charges made for service from the Enterprise which has become effective prior to the incurring of such additional obligations but which, during all or any part of such Fiscal Year, was not in effect, in an amount equal to 100% of the amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such

Fiscal Year and any period prior to the incurring of such additional obligations, as shown by the certificate or opinion of a qualified independent engineer employed by the City.

(iii) A reserve fund may, but shall not be required to be, funded for such Parity Obligations.

(iv) Interest with respect to such Parity Obligations shall be paid on the Installment Payment Dates.

(v) Principal with respect to such Parity Obligations shall be paid on September 1.

Subordinate Obligations. The City further covenants that the City shall not issue or incur any Subordinate Obligations unless:

(i) Net Revenues, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the resolution pursuant to which instrument such Subordinate Obligations is issued or incurred, as shown by the books of the City shall, after deducting all amounts required for the payment of Installment Payments and any Parity Obligations, have amounted to at least 1.00 times the sum of the maximum annual debt service on all Subordinate Obligations outstanding immediately subsequent to the incurring of such additional obligations. An allowance for earnings arising from any increase in the charges made for service from the Enterprise which has become effective prior to the incurring of such additional obligations but which, during all or any part of such Fiscal Year, was not in effect, may be added in an amount equal to 100% of the amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year and any period prior to the incurring of such additional obligations, as shown by the certificate or opinion of a qualified independent engineer employed by the City.

(ii) Interest with respect to such Subordinate Obligations shall be paid fifteen dates after the Interest Payment Dates.

(iii) Principal with respect to such Subordinate Obligations shall be paid on fifteen days after each September 15.

Additional Payments

In addition to the Installment Payments, the City shall pay, from Net Revenues, when due, all costs and expenses incurred by the Corporation to comply with the provisions of the Trust Agreement and this Installment Sale Agreement, including, without limitation all Delivery Costs (to the extent not paid from amounts on deposit in the Delivery Costs Fund), compensation due to the Trustee for its fees, costs and expenses incurred under the Trust Agreement and the Assignment Agreement, compensation due to the Corporation for its fees, costs and expenses incurred under the Trust Agreement and all costs and expenses of attorneys, auditors, engineers and accountants.

Installment Payments

Installment Payments are required to be made by the City under the Installment Sale Agreement on the first (1st) day of each March and September (each a “Installment Payment Date”). The Trust Agreement requires that Installment Payments be deposited in the Installment Payment Fund maintained by the Trustee. Pursuant to the Trust Agreement, the Trustee will apply such amounts in the Installment Payment Fund as are necessary to make principal and interest payments due with respect to the Certificates on March 15 and September 15 of each year sufficient to meet the following semi-annual payment schedule (assuming no optional prepayment or mandatory prepayment from the net proceeds of insurance or condemnation):

<u>Installment Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Installment Payment</u>	<u>Installment Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Installment Payment</u>
3/1/20				3/1/35			
9/1/20				9/1/35			
3/1/21				3/1/36			
9/1/21				9/1/36			
3/1/22				3/1/37			
9/1/22				9/1/37			
3/1/23				3/1/38			
9/1/23				9/1/38			
3/1/24				3/1/39			
9/1/24				9/1/39			
3/1/25				3/1/40			
9/1/25				9/1/40			
3/1/26				3/1/41			
9/1/26				9/1/41			
3/1/27				3/1/42			
9/1/27				9/1/42			
3/1/28				3/1/43			
9/1/28				9/1/43			
3/1/29				3/1/44			
9/1/29				9/1/44			
3/1/30				3/1/45			
9/1/30				9/1/45			
3/1/31				3/1/46			
9/1/31				9/1/46			
3/1/32				3/1/47			
9/1/32				9/1/47			
3/1/33				3/1/48			
9/1/33				9/1/48			
3/1/34				3/1/49			
9/1/34				9/1/49			

Flow of Funds

Pursuant to the terms of the Installment Sale Agreement, on the first (1st) day of each March and September, the City is legally required to make Installment Payments to the Trustee from Net Revenues, designed to be equal to the amount necessary for the Trustee to pay the principal and interest with respect to the Certificates due and payable on each March 15 and September 15. Pursuant to the terms of the Trust Agreement, (i) all Installment Payments received by the Trustee from the City, (ii) certain net proceeds awarded in insurance or eminent domain proceedings to the extent not used to repair or replace

the Project, and (iii) any other moneys required to be deposited pursuant to the Installment Sale Agreement or the Trust Agreement, shall be deposited in the Installment Payment Fund.

The Trustee shall promptly distribute, on each Interest Payment Date, the moneys on deposit in the Installment Payment Fund to the Owners in payment of principal and interest then due with respect to the Certificates.

Any surplus remaining in the Installment Payment Fund after redemption and payment of all Certificates, including accrued interest, if any, and payment of any applicable fees to the Trustee, or provision for such redemption or payment having been made to the satisfaction of the Trustee, shall then be remitted to the City.

Limitations on Remedies Available to Owners of the Certificates and the Trustee

The enforceability of the rights and remedies of the Owners of the Certificates and the Trustee, and the obligations incurred by the City, may be subject to the following: the Federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitations, or modification of their rights. Remedies may be limited since the Project serves an essential public purpose.

Reserve Fund

The Trust Agreement provides that the Trustee will establish and maintain a reserve fund (the "Reserve Fund") equal to the "Reserve Requirement." On the date of delivery of the Certificates, in lieu of a cash deposit to the Reserve Fund, the Municipal Bond Insurer will issue the Reserve Policy, in an amount equal to the Reserve Requirement. "Reserve Requirement" means an amount equal to the least of maximum annual Installment Payments, 125% of average annual Installment Payments and 10% of the principal amount of the Certificates, which amount shall be \$ _____ on the Closing Date. The amount of the Reserve Requirement shall not be reduced unless the Certificates are partially refunded, in which such amount shall be reduced to an amount equal to the maximum annual Installment Payments relating to the Certificates not so refunded.

Optional Prepayment

Pursuant to the Installment Sale Agreement, the City has an option to prepay the principal components of the Installment Payments in full, by paying the aggregate unpaid principal components of the Installment Payments, or in part, in a prepayment amount equal to the principal amount of Installment Payments to be prepaid, together with accrued interest to the date fixed for prepayment, together with the premium set forth for the redemption of Certificates. See "THE CERTIFICATES—Redemption—Optional Redemption."

Said option may be exercised with respect to Installment Payments due on and after September 1, _____, in whole or in part on any Installment Payment Date, commencing September 1, _____. Said option shall be exercised by the City by giving written notice to the Corporation and the Trustee of the exercise of such option at least forty-five (45) days prior to said prepayment date (or such fewer number of days as shall be acceptable to the Trustee). In the event of prepayment in part, the partial prepayment will be applied against Installment Payments in such order of payment date as will be selected by the City. Installment Payments due after any such partial prepayment will be in the amounts set forth in a revised Installment Payment schedule which will be provided by, or caused to be provided by, the City to the Trustee and which will represent an adjustment to the schedule set forth in the Installment Sale Agreement taking into account said partial prepayment. The Trustee agrees to notify the Corporation in the event of any prepayment of Installment Payments, as provided in the Trust Agreement.

MUNICIPAL BOND INSURANCE

[TO COME]

THE CORPORATION

The Corporation is a nonprofit, public benefit corporation duly organized and existing under the laws of the State and is entitled to purchase personal and real property and to sell or lease such property, to contract for construction and improvements and to execute operating agreements regarding such property. The Corporation was formed in 1988 for the purpose of providing financial assistance to the City by acquiring, constructing, developing and refinancing certain facilities for the use and benefit of the public. The Corporation has no liability to the Owners of the Certificates.

THE CITY

The City is located in Tulare County, off Highway 65, some 168 miles north of the Metropolitan Los Angeles Area and 258 miles south of the City of San Francisco. The City is located on the Tule River at the base of the western foothills of the Sierra Nevada and easternmost section of California's Central Valley. The City is the third largest city in the County in terms of population, with a present population of approximately 60,260 as of January 1, 2019, according to the California Department of Finance. The City encompasses a total of 18.62 square miles within its limits. The City serves as a gateway to Sequoia National Forest, Giant Sequoia National Monument and Kings Canyon National Park.

The City was incorporated on May 7, 1902 and became a Charter City in 1926. The City Council members are elected for overlapping four-year terms. The City is operated under the Council-Manager form of government. The Council hires the City Manager, who is then responsible for all management functions of the City, including the development of the budget, delivery of services, hiring of personnel

and implementation of capital projects. The City Council also directly hires the City Attorney who serves as the City's primary legal advisor. Members of the Council and key administrative personnel of the City and the Authority are listed at the front of this Official Statement.

The current members of the City Council are as follows:

Name and Office	Current Term Expires
Martha A. Flores, <i>Mayor</i>	November 2020
Monte Reyes, <i>Vice Mayor</i>	November 2020
Milt Stowe, <i>Councilmember</i>	November 2022
Daniel Peñaloza, <i>Councilmember</i>	November 2022
Virginia Gurrola, <i>Councilmember</i>	November 2020

See APPENDIX E—GENERAL INFORMATION REGARDING THE CITY OF PORTERVILLE AND TULARE COUNTY for a general description of the City as well as certain demographic and statistical information.

THE ENTERPRISE

General

The Enterprise provides wastewater collection and conveyance services to approximately _____ customers. The Enterprise includes approximately 170 miles of sanitary sewer pipelines and a wastewater treatment plant. The Enterprise operates under the direction of the City's Director of Public Works. A map of the Service Area is shown below.

CITY OF PORTERVILLE ENTERPRISE SERVICE AREA MAP

[TO COME]

Source: City of Porterville.

The current Enterprise service area reflects a number of annexations of surrounding areas. In recent years. [MORE ON ANNEXATION STATUS AND FUTURE PLANS]

Wastewater Treatment Plant

The Treatment Plant is a regional sewer treatment plant designed to serve the entire Enterprise service area which in the future is expected to be approximately 23 square miles in area with an estimated population of 80,000. The plant was built in 1955 and was expanded in 1978 from 2.0 million gallons per day ("MGD") to 4.0 MGD. In 1987, an outfall line was constructed for the sole purpose of discharging effluent to the City Municipal Airport agricultural lands southwest of the City.

In 1994, the Treatment Plant was again expanded from a capacity of 4.0 MGD to 8.0 MGD through a combination of proceeds from a 2002 Series of Certificates of Participation and a loan from the

State Water Resources Revolving Loan Fund, neither of which are currently outstanding. Currently, the Treatment Plant treats an average flow of 4.4 MGD.

The Treatment Plant is located in the west portion of the City bounded by Henderson Avenue on the north, Prospect Street on the east, Morton Avenue on the south, and Newcomb Street on the west. The Treatment Plant consists of primary and secondary treatment and chlorination facilities.

The Treatment Plant is gravity fed from the east with a plant lift station serving the mains from the north, west, and south. There is an effluent outfall line designed to handle 10 MGD running from the Treatment Plant south approximately five miles to the City's Municipal Airport and then southwesterly to a 52-acre percolation field. All effluent is discharged to the Municipal Airport area where it is used for irrigation purposes for farming approximately 700 acres, with excess effluent being allowed to continue to the percolation field.

The following table shows the monthly influent to the Treatment Plant for each of the last five years and full year projections for the current fiscal year:

INFLUENT TO TREATMENT PLANT
Fiscal Years Ending June 30, 2015 through June 30, 2020

<u>Year</u>	<u>June</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Jan.</u>	<u>Feb.</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>Total</u>
2015													
2016													
2017													
2018													
2019													
2020*													

Source: City of Porterville.

*Projected.

Wastewater Collection System

All domestic, commercial, and light industrial wastewater is collected by the Enterprise. Any industrial or commercial waste that does not meet City discharge requirements must be pre-treated prior to discharging into the Enterprise. Most commercial and industrial operations are monitored at various times, depending on their type of discharge product. Everyone in the City is required to connect to the Enterprise. Because the Treatment Plant is classified as regional, everyone inside the urban area boundary may hook up to the Enterprise, if available, even if annexation is not possible, subject to payment of all fees and consent to annexation forms being signed.

The small pipes (typically 4 inches in diameter) that connect homes and businesses to the collection system sewer mains are called service laterals. The portion of the service laterals located within the public right-of-way (from the connection to the sewer main to the property line) are maintained by the City, provided that there is a sewer clean-out at the property line. The portion of the service laterals, located back of the property line, are owned by private property owners, who are responsible for their maintenance and repair. Currently, the wastewater generated within the City flows through the collection system to the Treatment Plant. The City does not mandate connection to the Enterprise. However, the City does not allow new septic systems to be installed within its boundaries.

The City maintains approximately 170 miles of sewer mains, with City equipment, including television camera inspection, hydrocleaning, and vapor rooting.

Regulatory Compliance

Regulations with respect to sanitary sewer systems pertain to the prohibition against overflows or bypasses of untreated wastewater. In general, such overflows and bypasses that reach the surface waters of the United States are violations of the Federal Clean Water Act (“CWA”) and subject to fines by the State Water Resources Control Board (“SWRCB”) and the Central Valley Regional Water Quality Control Board (the “Regional Board”).

Many sewer systems experience sanitary sewer overflows (“SSOs”) to varying degrees, particularly during wet weather periods due to infiltration and inflow of extraneous groundwater and storm water entering pipe and manhole defects and illegal drainage connections. SSOs have been recognized as a national problem, and over the past years, the United States Environmental Protection Agency (“USEPA”) has conducted a national “policy dialog” to develop consensus on a national policy on SSOs that can be formulated into regulations. The policy dialog has been conducted by the SSO Advisory Subcommittee to the USEPA Urban Wet Weather Flows Federal Advisory Committee, formed under the Federal Advisory Committee Act.

The USEPA has formulated issue papers that form the basis for the national SSO policy. In California on May 2, 2006, the State Water Resources Control Board adopted Order No. 2006-0003DWQ which established a Statewide General Waste Discharge Requirement for Sanitary Sewer Systems. This new unfunded mandate affects all municipal sewer agencies in the state. The Waste Discharge Requirement (“WDR”) regulates discharge of Sanitary Sewer Overflows to receiving waters and requires electronic reporting of all SSOs and the development of a Sanitary Sewer Management Plan (“SSMP”).

The purpose of the SSMP is to properly manage, operate, and maintain all portions of an agency’s Sewer Collection System and provide adequate capacity to convey peak sewer flows, minimize the frequency of SSOs, mitigate impacts of SSOs that occur and meet all the notification and reporting requirements. The management plan will consist of the following twelve elements:

- Goals
- Organization
- Legal Authority
- O&M Program
- Design and Performance Provisions
- Overflow Emergency Response Plan
- Fats, Oil and Grease (FOG) Control Program
- System Evaluation and Capacity Assurance Plan
- Monitoring, Management and Plan Modifications
- SSMP Program Audits
- Communication Program
- Final Certification

The City has utilized flow monitoring and land use, together with a computerized hydraulic model of its sewer collection system, to identify existing pipe segments that currently or in the future do not have sufficient capacity to handle anticipated growth. The need to provide sufficient capacity for new collection

sewers, or for existing collection sewers that are currently or in the future will be deficient in capacity, is one of the driving forces of the City's capital improvement plan.

The Regional Board establishes treatment levels based on the ultimate disposal. Treated wastewater discharged to the percolation ponds must meet discharge requirements as defined in the Waste Discharge Requirements established by the Regional Board.

The water quality requirements for NPDES permits and/or WDRs are based on the following:

- Federal Clean Water Act
- Water Quality Control Plan — Los Angeles Region (No. 4) — 1994 as amended on January 27, 1997 (Basin Plan)
- California Toxics Rule ("CTR")
- Title 22 of the California Code of Regulations

Scheduled monitoring frequency and constituents monitoring requirements are listed in the City's WDR permit. If monitoring data indicates that a pollutant could exceed the water quality criteria, the Regional Board may impose an effluent limit for that pollutant. The State also has the right to set water quality criteria, more stringent than the CTR, based on site-specific information.

Enterprise Users

The Enterprise has _____ active sewer customer accounts, of which _____ (approximately _____%) are residential customers, _____ are commercial customers and _____ are industrial customers.

The following table lists the top ten 2018-19 rate payers of the Enterprise, including their classification of use and their percentage of the total 2019 Enterprise revenues. The top ten rate payers represent only _____% of the total Enterprise revenues, with no one rate payer representing more than _____% of the total revenues. The primarily residential customer base results in low customer concentration.

TEN LARGEST RATE PAYERS Fiscal Year Ending June 30, 2019

	<u>Customer</u>	<u>Classification of Use</u>	<u>Amount of Revenue</u>	<u>% of Total Revenue⁽¹⁾</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
	Total Top 10			

Source: City of Porterville.

(1) The City estimates that it has collected a total of \$_____ of FY2018-19 Enterprise revenues.

Enterprise Rates

The rates for the entire Enterprise are set by the City and are not subject to review by any state or local governmental agency. In the past, rate changes have been enacted by the City Council based upon the recommendations of staff or a private sewer engineering consultant. The sewer service charges are set by a separate City Council Resolution. On _____, 20____, the City Council adopted Resolution No. ____ which set sewer rates to be effective as of July 1, 20____. The sewer rates set forth below are and have been in effect since _____, 20____.

For *residential users*, the rate for single-family residences (per unit) is a flat rate of \$26.87, the rate for multiple-family residences (per unit) is a flat rate of \$25.52 and the rate for mobile home parks (per space) is a flat rate of \$25.52 for all water used per month.

For *commercial users* (all of whom are identified in the table below), the rate is a flat rate of \$26.87 for the first 2,500 cubic feet (or any portion thereof) of water used per month. However, in the event the water used exceeds 2,500 cubic feet for a month, the rate is changed to the rate shown in the table below per 100 cubic feet of water used (and is applied to *all* water used during the month).

Commercial Use	Rate per hundred cubic feet
Bars, hotels without dining	\$ 1.22
Restaurants	2.97
Retail stores, offices	1.04
Auto repair, service station	1.36
Car wash, laundry, packing house	0.96
Hospital, rest homes	1.09
Mortuaries	1.96
Schools	0.30
Churches	0.42
City of Porterville	0.83
State Hospital	1.09
Multi-unit with consumption	1.19

For *industrial users* the rate is a flat rate of \$26.87 for the first 2,500 cubic feet (or any portion thereof) of water used per month. However, in the event the water used exceeds 2,500 cubic feet for a month, the rate is changed to a rate of \$0.93 per 100 cubic feet of water used (and is applied to *all* water used during the month).

Future Increases. [PLANS FOR RATE INCREASES?]

Billing and Collection of Enterprise Charges

Billing and collection services for the sewer service charge are provided by the City's Finance Department. All customers are billed monthly for 30 days of service. As payments are received, they are credited to customer accounts and to the cash balances of the appropriate funds.

Billing is generated, printed and mailed at five intervals each month in order to avoid having to mail all billing statements on the same date. Current charges are due with respect to each billing statement at the end of the 30-day period stated therein. Customers can place payment in the drop box located at City Hall, mail payment to City Hall or personally pay their bill at City Hall. The billing statement will

indicate if there is a past due amount on the account. If a current bill is not paid by the due date, a 10% penalty fee is assessed on the account. A late notice is then sent which lets the customer know that services will be turned off at a certain date, by code on the 45th day after the billing date. Services can be restored when the past due balance and penalty fees have been paid.

ENTERPRISE FINANCIAL INFORMATION

Financial Statements

APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2018, includes the audited financial statements of the City (the “Financial Statements”) for Fiscal Year 2017-18, which include financial statements for the Enterprise, prepared by the City’s Finance Department and audited by CliftonLarsonAllen LLP, Roseville, California (the “Auditor”).

The Auditor’s letter concludes that the Financial Statements present fairly, in all material respects, the financial position of the City as of June 30, 2018, and the results of its operations and the cash flows of its proprietary fund type for the Fiscal Year then ended in conformity with accounting principles generally accepted in the United States of America. The Financial Statements should be read in their entirety. The City has not requested nor did the City obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the Auditor has not performed any post-audit review of the financial condition or operations of the City. In addition, the Auditor has not reviewed this Official Statement.

Enterprise Accounting

The Enterprise is accounted for as a proprietary fund with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. The enterprise fund is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis are to be financed or recovered primarily through user charges, or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. Revenues are fully accrued to include unbilled services at year end.

The City uses the accrual basis of accounting for its “proprietary funds,” including the Sewer Enterprise Fund. Revenues are recognized when earned and expenses are recognized when the related liabilities are incurred. All assets and liabilities for these funds are included on the balance sheet with this measurement focus. Fund equity (i.e., net total assets) is segregated into restricted, unrestricted and net investment in capital assets.

See APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2018 for a more complete summary of the City’s accounting policies.

Enterprise Financial Statements

Statement of Net Position. The following table present the City's Enterprise's Statement of Net Position from the City's consolidated audited financial statements for the fiscal years ended June 30, 2015, through June 30, 2019. Data for fiscal year 2018-19 is unaudited.

SEWER ENTERPRISE STATEMENT OF NET POSITION

	Fiscal Year Ending June 30,				
	2015 Audited	2016 Audited	2017 Audited	2018 Audited	2019 Unaudited
ASSETS					
Current assets:					
Cash and investments	\$ 13,138,379	\$ 11,119,177	\$ 13,376,072	\$ 13,344,387	
Receivables-utility	834,491	826,058	880,867	917,137	
Receivables-misc	159,643	156,098	337,267	220,203	
Noncurrent assets:					
Advances receivable	286,212	286,212	286,212	286,212	
Land	3,142,404	3,142,404	3,142,404	3,142,404	
Construction in progress	2,687,302	5,576,083	551,585	1,302,010	
Buildings	-	-	1,676,971	1,676,971	
Machinery and equipment	5,216,204	5,327,323	8,314,151	8,954,923	
Distribution and collection systems	48,104,031	49,762,000	50,179,505	50,140,424	
LESS accumulated depreciation	(23,937,739)	(25,173,872)	(26,329,533)	(27,621,287)	
Restricted assets – investments	5,723,062	4,932,608	4,716,495	4,767,668	
Total Assets	55,353,989	55,954,091	57,131,996	57,131,052	
Deferred Outflows of Resources					
Deferred charge on refunding	955,179	817,440	679,701	541,962	
Deferred pension-related items	(181,446)	14,152	710,520	500,950	
Deferred OPEB-related items	-	-	-	(10,980)	
Total Deferred Outflows of Resources	773,733	831,592	1,390,221	1,031,932	
LIABILITIES					
Current liabilities:					
Accounts and other payables	69,286	146,865	103,946	114,736	
Payroll payable	46,294	57,600	49,115	45,986	
Retainage payable	73,455	222,093	8,546	-	
Compensated absences payable	27,423	28,426	26,163	17,608	
Accrued interest payable	338,771	328,140	316,838	304,940	
Loans and bonds payable	747,984	792,481	832,843	882,993	
Noncurrent liabilities:					
Compensated absences payable	8,066	5,236	1,123	2,821	
Loans and bonds payable	24,703,265	23,949,714	23,156,954	22,314,882	
Net pension liability	2,365,953	2,473,906	2,930,482	2,846,010	
Net OPEB obligation	-	-	-	421,226	
Total Liabilities	28,380,497	28,004,821	27,426,010	26,951,202	
NET POSITION					
Net investment in capital assets	13,590,162	16,768,953	16,033,756	16,752,071	
Restricted for debt service	2,586,310	2,609,713	2,644,841	2,692,082	
Unrestricted	11,570,753	9,402,186	12,417,610	11,767,629	
Total Net Position	27,747,225	28,780,862	31,096,207	31,211,782	

Source: City of Porterville Audited Financial Statements for Fiscal Years 2014-15 through 2017-18 and City of Porterville and unaudited financial statements for Fiscal Year 2018-19.

Statement of Revenues, Expenditures and Changes in Net Position. The following table present the City's Enterprise's Statement of Net Position from the City's consolidated audited financial statements for the fiscal years ended June 30, 2016, through June 30, 2018, unaudited actuals for fiscal year 2018-19 and budgeted projections for fiscal year 2019-20.

**SEWER ENTERPRISE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN NET POSITION**

	Fiscal Year Ending June 30,				
	2016 Audited	2017 Audited	2018 Audited	2019 Unaudited	2020 Budget
OPERATING REVENUES:					
Charges for services	\$ 6,606,452	\$ 7,022,901	\$ 6,773,939		
Connection fees	630,011	1,136,381	302,736		
Other revenues	337,333	367,363	435,081		
Total Operating Revenues	7,573,796	8,526,645	7,511,756		
OPERATING EXPENSES:					
Cost of sales and services	2,646,813	2,349,818	3,015,919		
General and administrative	1,510,039	1,460,381	1,365,160		
Depreciation/amortization	1,236,133	1,268,426	1,367,679		
Total Operating Expenses	5,392,985	5,078,625	5,748,758		
Net Operating Income	2,180,811	3,448,020	1,762,998		
NONOPERATING REVENUES					
Intergovernmental revenues					
Federal grants					
State grants and reimbursements					
Investment earnings	257,402	113,027	114,106		
Interest expense	(1,482,760)	(1,439,910)	(1,394,673)		
Sale of capital assets	-	-	-		
Total Non-operating Revenue	(1,225,358)	(1,326,883)	(1,280,567)		
CAPITAL CONTRIBUTIONS AND TRANSFERS					
Capital Contributions, Developer Fees	86,795	191,575	35,003		
Transfers in	1,574	2,633	5,438		
Transfers out	(10,185)	-	-		
Total Capital Contributions and Transfers	78,184	194,208	40,441		
CHANGES IN NET POSITION	1,033,637	2,315,345	552,872		
NET POSITION – BEGINNING OF YEAR	27,747,225	28,780,862	31,096,207		
Prior period Adjustment	-	-	(407,297)		
NET POSITION – END OF YEAR	28,780,862	31,096,207	31,211,782		

Source: City of Porterville Audited Financial Statements for Fiscal Years 2014-15 through 2017-18, unaudited financial statements for Fiscal Year 2018-19 and budgeted data for Fiscal Year 2019-20.

Outstanding Obligations

In September 2004, the City entered into an Enterprise Fund Installment Sale Agreement with the California Infrastructure and Economic Development Bank in the amount of \$5,356,000 to fund the various capital projects needed to comply with Regional Water Quality Control Board's Cease and Desist Order and Water Discharge Requirements (the "I-Bank Agreement"). The term of the I-Bank Agreement is 30 years with an interest rate of 2.98 percent per annum. The City's obligations under the I-Bank Agreement is subordinate to the City's obligations under the 2018 Agreement and the Installment Sale Agreement.

In November 2018, the City entered into the 2018 Agreement in the amount of \$17,272,000. The City's obligations under the 2018 Agreement are on a parity with the City's obligations under the Installment Sale Agreement. The interest component of payments under the 2018 Agreement are made at a taxable rate but are expected to convert to a tax-exempt rate in _____. The parity calculations done in connection with the Installment Payments have been made assuming the conversion to a tax-exempt rate does not occur.

The following table show the City's aggregate payment obligations under the 2018 Agreement and the Installment Sale Agreement, each secured by Net Revenues of the Enterprise.

Fiscal Year Ending	2018 Agreement(1)	2019 Installment Sale Agreement	Total
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037	—		
2038	—		
2039	—		
2040	—		
2041	—		
2042	—		
2043	—		
2044	—		
2045	—		
2046	—		
2047	—		
2048	—		
2049	—		
2050	—		
Total			

(1) The 2018 Agreements is structured as a taxable to tax-exempt financing. This schedule assumes that the interest rate will convert from a 4.48% taxable rate to a 3.47% tax-exempt rate on and after 4/1/2022.

Historical and Projected Operating Results and Debt Service Coverage

The following two tables provide a history and projection of the revenues and expenses of the Enterprise for ten fiscal years.

The following table presents the Historical Summary of Operating Revenues, Operating Expenses and Debt Service Coverage for the past five fiscal years. Data for fiscal years 2014-15 through 2017-18 are based on figures from the City's Audited Financial Statements. The fiscal year 2018-19 data is based on unaudited actuals provided by the City's Finance Department.

SEWER ENTERPRISE HISTORICAL SUMMARY OF OPERATING REVENUES, OPERATING EXPENSES AND DEBT SERVICE COVERAGE For Fiscal Years Ending June 30,

	2015	2016	2017	2018	2019
GROSS REVENUES (1):					
Charges for Services	\$6,555,426	\$6,606,452	\$7,022,901	\$6,773,939	\$6,760,179
Connection Fees	328,875	630,011	1,136,381	302,736	404,147
Other Revenues	369,037	337,333	367,363	435,081	412,144
Investment Earnings	163,303	257,402	113,027	114,106	543,715
TOTAL GROSS REVENUES	7,416,641	7,831,198	8,639,672	7,625,862	8,120,185
LESS: OPERATION & MAINTENANCE COSTS (1)(2)	3,912,546	4,156,852	3,810,199	4,381,079	4,571,890
NET REVENUES	3,504,095	3,674,346	4,829,473	3,244,783	3,548,295
SENIOR DEBT SERVICE					
2002 Sewer System Refunding Project	730,000	729,000	731,000	725,000	—
2011 Sewer Bonds	1,050,808	1,050,808	1,050,808	1,050,808	525,404
2018 Installment Sale Agreement	—	—	—	—	316,755
TOTAL SENIOR DEBT SERVICE	1,780,808	1,779,808	1,781,808	1,775,808	842,159
SENIOR DEBT SERVICE COVERAGE	1.97x	2.06x	2.71x	1.83x	4.21x
REMAINING NET REVENUES	1,723,288	1,894,539	3,047,666	1,468,976	2,706,136
SUBORDINATE DEBT SERVICE					
2004 I-Bank Loan	297,473	296,998	296,510	296,006	295,487
TOTAL SUBORDINATE DEBT SERVICE	297,473	296,998	296,510	296,006	295,487
SUBORDINATE DEBT SERVICE COVERAGE	5.79x	6.38x	10.28x	4.96x	9.16x
AGGREGATE DEBT SERVICE COVERAGE	1.69x	1.77x	2.32x	1.57x	3.12x
SURPLUS	1,425,815	1,597,541	2,751,156	1,172,970	2,410,649

Source: City of Porterville 2019-20 Budget and City of Porterville Finance Department.

(1) FY2015-18 operating revenues and operating expenses are based on figures from the City's audited financial statements for those years. The fiscal year 2018-19 data consists of unaudited actuals provided by the City's Finance Department. Revenues, expenditures and debt service coverage calculations are for periods shown.

(2) Excludes depreciation, amortization, debt service and capital expenditures.

The following table presents the Projected Summary of Operating Revenues, Operating Expenses and Debt Service Coverage for the fiscal years 2019-20 through 2023-24 based upon certain assumptions which the City believes are reasonable. However, the City cannot guarantee that its actual results will not differ.

**SEWER ENTERPRISE
PROJECTED SUMMARY OF OPERATING REVENUES,
OPERATING EXPENSES AND DEBT SERVICE COVERAGE
For Fiscal Years Ending June 30,**

	2020	2021	2022	2023	2024
GROSS REVENUES (1):					
Charges for Services	\$6,793,980	\$6,827,950	\$6,862,090	\$6,896,400	\$6,930,882
Connection Fees	404,147	404,147	404,147	404,147	404,147
Other Revenues	412,144	412,144	412,144	412,144	412,144
Investment Earnings	238,311	238,311	238,311	238,311	238,311
TOTAL GROSS REVENUES	7,848,581	7,882,551	7,916,691	7,951,002	7,985,484
LESS: OPERATION & MAINTENANCE COSTS (2)	4,663,328	4,756,594	4,851,726	4,948,761	5,047,736
NET REVENUES	3,185,254	3,125,957	3,064,965	3,002,241	2,937,748
SENIOR DEBT SERVICE					
2018 Installment Sale Agreement (3)	1,380,635	1,535,785	1,600,805	1,489,996	1,487,403
2019 Installment Sale Agreement (4)	—	700,000	700,000	700,000	700,000
TOTAL SENIOR DEBT SERVICE	1,380,635	2,235,785	2,300,805	2,189,996	2,187,403
SENIOR DEBT SERVICE COVERAGE	2.31x	1.40x	1.33x	1.37x	1.34x
REMAINING NET REVENUES	1,804,619	890,172	764,160	812,245	750,345
SUBORDINATE DEBT SERVICE					
2004 I-Bank Loan	294,953	294,404	293,837	293,254	292,654
TOTAL SUBORDINATE DEBT SERVICE	294,953	294,404	293,837	293,254	292,654
SUBORDINATE DEBT SERVICE COVERAGE	6.12x	3.02x	2.60x	2.77x	2.56x
AGGREGATE DEBT SERVICE COVERAGE	1.90x	1.24x	1.18x	1.21x	1.18x
SURPLUS	1,509,666	595,768	470,323	518,991	457,691

Source: City of Porterville 2019-20 Budget and City of Porterville Finance Department.

- (1) Charges for services are projected to increase by 0.5% per year while connection fees and other revenues are projected to increase by 0%. Investment earnings for fiscal year 2020 is an average of the prior five years and is project to increase by 0%. Revenue projections do not include an estimated \$360,000 per year upon completion of the Project.
- (2) Excludes depreciation, amortization, debt service and capital expenditures. Operation and maintenance costs are projected to increase by 2% per year.
- (3) Payments with respect to the 2018 Installment Sale Agreement are based on the assumption that the City will elect to convert the interest rate from the taxable rate to the tax-exempt rate on October 1, 2021
- (4) Preliminary, subject to change.

The capital improvements completed from fiscal year 2014-15 to fiscal year 2018-19 are shown in the following table.

[illegible]

The City expects to spend another \$_____ in capital projects for the Enterprise over the next five fiscal years which is expected to be funded on a pay-as-you go basis. The table below shows the next five years of planned capital improvements.

[illegible]

Reserve Policy

The City does not have a formal adopted reserve policy specifically for the Enterprise, but the most recent rate study recommended reserves comprised of _____% of the Enterprise expenditures for capital projects reserves. As of June 30, 2019, the unrestricted fund balance for the Enterprise was

\$ _____ million, representing approximately _____ % of the operations and maintenance expense for the year.

Risk Management

The City maintains property insurance on major components of the Enterprise, including the Treatment Plant building, pipes, equipment and lifts and personal property (\$65,000,000 coverage).

In addition, the City, including the Enterprise, is self-insured for general liability through the Central San Joaquin Valley Risk Management Authority (the “Risk Management Authority”). The City is self-insured for the first \$100,000 per claim for general liability, to a limit of \$1,000,000. The California Affiliated Risk Management Authority (CARMA) covers losses in excess of \$1,000,000 to a limit of \$25,000,000 through its participation with American Reinsurance and Colony National Insurance Company.

The City is a member of the Risk Management Authority. The Risk Management Authority is comprised of 55 Central California member cities and is organized under the provisions of Sections 6500-6515 of the California Government Code. It was established for the purpose of operating and maintaining a cooperative program of self-insurance and risk management which benefits its member agencies through cost reductions, insurance coverage stability and loss control techniques. Each member city has a representative on the Board of Directors. The Board members elect officers of the Risk Management Authority. The Risk Management Authority establishes claim liabilities based on actuarial estimates of the ultimate cost of claims that have been reported but not settled, and of claims that have been incurred, but not reported.

See APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2018 — NOTE 5.

Employee Pension Plans

The Enterprise pays an allocable portion of the City’s administrative expenses, including employee compensation and benefits from revenues of the Enterprise. The table below shows the City’s contribution to the CalPERS plans (discussed below), and the amounts allocated to each of the Enterprise for the years shown:

CONTRIBUTION TO CALPERS PLANS AND ALLOCATION TO ENTERPRISE

<u>Fiscal Year Ended June 30,</u>	<u>City Contribution To CalPERS</u>	<u>Amount Allocated To the Enterprise</u>	<u>Allocation %</u>
2015			
2016			
2017			
2018			
2019			

Source: City of Porterville Finance Department.

General Information about the City’s CalPERS Plans. All qualified permanent and probationary employees are eligible to participate in either (1) the City’s Miscellaneous Plan, an agent multiple-

employer defined benefit pension plan administered by the California Public Employees' Retirement System ("CalPERS"), which acts as a common investment and administrative agent for its participating member employers, or (2) the City's Safety Plan, a cost-sharing multiple employer defined benefit pension plan administered by CalPERS. They may be collectively referred to as the "Plans" or individually as a "Plan". Benefit provisions under the Plans are established by State statute and City's resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 to 62 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five (5) years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

Employees Covered. At June 30, 2017 (valuation date), the following employees were covered by the benefit terms for each Plan.

Covered Employees

	<u>Misc Plan</u>	<u>Safety Plans</u>
Inactive employee or beneficiaries currently receiving benefits		
Inactive employees entitled to but not yet receiving benefits		
Active employees		
Total	<u> </u>	<u> </u>

Source: City of Porterville Finance Department.

Contributions. Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

Net Pension Liability. The City's net pension liability for both Plans is measured as the total pension liability, less the plan's fiduciary net position. As of June 30, 2018, the City reported a net pension liability for its Miscellaneous plan of \$ _____ and a net pension liability for its Safety Plans of \$ _____.

For more information, including actuarial assumptions, a discussion of the discount rate used, and schedules of funding progress for the City's various pension plans, see APPENDIX B—

COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR
ENDED JUNE 30, 2018—Notes to Basic Financial Statements—NOTE 5F.

Recent Actions Taken by CalPERS. At its April 17, 2013, meeting, CalPERS' Board of Administration (the "Board of Administration") approved a recommendation to change the CalPERS amortization and smoothing policies. Prior to this change, CalPERS employed an amortization and smoothing policy that spread investment returns over a 15-year period with experience gains and losses paid for over a rolling 30-year period. As a result, CalPERS now employs an amortization and smoothing policy that will pay for all gains and losses over a 20-year period with a five-year ramp-up, and five-year ramp-down, period. The new amortization and smoothing policy was used for the first time in the June 30, 2013 actuarial valuations in setting employer contribution rates for fiscal year 2015-16.

On February 18, 2014, the Board of Administration approved new demographic actuarial assumptions based on a 2013 study of recent experience. The largest impact, applying to all benefit groups, is a new 20-year mortality projection reflecting longer life expectancies and that longevity will continue to increase. Because retirement benefits will be paid out for more years, the cost of those benefits will increase as a result. The Board of Administration also assumed earlier retirements for Police 3%@50, Fire 3%@55, and Miscellaneous 2.7%@55 and 3%@60, which will increase costs for those groups. As a result of these changes, rates increased beginning in fiscal year 2016-17 (based on the June 30, 2014 valuation) with full impact in fiscal year 2020-21.

On November 18, 2015, the Board of Administration adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. The policy establishes a mechanism to reduce the discount rate by a minimum of 0.05 percentage points to a maximum of 0.25 percentage points in years when investment returns outperform the existing discount rate, currently 7.5%, by at least four percentage points. CalPERS staff modeling anticipates the policy will result in a lowering of the discount rate to 6.5% in about 21 years, improve funding levels gradually over time and cut risk in the pension system by lowering the volatility of investment returns. More information about the funding risk mitigation policy can be accessed through CalPERS' web site at the following website address: <https://www.calpers.ca.gov/page/newsroom/calpers-news/2015/adopts-funding-risk-mitigation-policy>. *The reference to this Internet website is provided for reference and convenience only. The information contained within the website may not be current, has not been reviewed by the City or the Underwriter and is not incorporated in this Official Statement by reference.*

On December 21, 2016, the Board of Administration voted to lower its discount rate from the current 7.5% to 7.0% over the next three years according to the following schedule.

Fiscal Year	Discount Rate
2017-18	7.375%
2018-19	7.250
2019-20	7.000

For public agencies like the City, the new discount rate took effect on July 1, 2018. Lowering the discount rate means employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013, under the Public Employees' Pension Reform Act will also see their contribution rates rise. The three-year reduction of the discount rate will result in average employer rate increases of about 1% to 3% of

normal cost as a percent of payroll for most miscellaneous retirement plans, and a 2% to 5% increase for most safety plans. Additionally, many CalPERS employers will see a 30 to 40% increase in their current unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring the pension fund to a fully funded status over the long-term.

PERS Amortization Period Reform. On February 13, 2018, the CalPERS Board voted to shorten the period over which actuarial gains and losses are amortized from 30 years to 20 years for new pension liabilities. The new 20-year amortization period begins with new gains or losses accrued starting with the June 30, 2019 actuarial valuations. The first payments on the new 20-year amortization schedule will take place in 2021.

A shorter amortization period will increase annual Unfunded Accrued Liability ("UAL") contributions for cities that participate in CalPERS so long as CalPERS remains underfunded. The shortened amortization period will also lead to reductions of periods of negative amortization of the UAL, interest cost savings, and faster recoveries of funded status after market downturns.

Cities that participate in CalPERS will also see additional volatility in their future UAL contributions due to market performance as gains or losses will be amortized faster under the new amortization period.

The City cannot currently estimate the impact the shorter amortization period will have on its required contributions for its Miscellaneous and Safety Plans.

Other Post-Employment Benefits

Plan Description. The City's single-employer defined benefit OPEB plan (the "Plan"), administered by the City, provides medical, prescription, drug, dental, and vision insurance benefits. The City pays claims and administrative expenses for eligible active employees and retirees. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75.

The post-retirement health benefits of the Plan are basically continuations of the coverages for active employees, with the general exception that upon becoming eligible for Medicare Parts A and B, retirees either leave the plan entirely, or in limited situations, the Plan becomes the secondary payor to Medicare.

Membership of the OPEB Plan as of June 30, 2018 consisted of 129 inactive employees or beneficiaries currently receiving benefits, 16 inactive employees entitled to but not yet receiving benefits, and 276 active employees.

Annual OPEB Cost and Net OPEB Obligation. The following table shows the amount contributed to the plan, and changes in the City's net OPEB obligation:

OPEB LIABILITY
(Dollars in Thousands)

Service cost	\$ 603,307
Interest on OPEB Liability	385,952
Employer Contribution	(309,991)
Changes in Assumptions	(327,957)
Change in Fund Balance	351,311
Balance at June 30, 2017	10,272,579
Balance at June 30, 2018	10,623,890

Source: City of Porterville 2017-18 CAFR.

For additional information about the City's OPEB Plan, see APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2018, Note 5G.

INVESTMENT OF CITY FUNDS

Revenues collected by the City will be held and invested by the City in accordance with the provisions of the Trust Agreement.

Funds held by the City, including Enterprise moneys, are invested in accordance with the City's Statement of Investment Policy (the "Investment Policy") prepared by the City Treasurer as authorized by section 53601 of the California Government Code. The Investment Policy is submitted to the City Council annually. The Investment Policy allows for the purchase of a variety of securities and provides for limitations as to exposure, maturity and rating which vary with each security type. The composition of the portfolio will change over time as old investments mature, or are sold, and as new investments are made. Invested funds are managed to insure preservation of capital through high quality investments, maintenance of liquidity and then yield. Further, operating funds may not be invested in any investment with a maturity greater than five years. The City has never invested in derivatives or reverse repurchase agreements and such investments and instruments are not allowed by City policy.

For more information about the City's investment policy, see APPENDIX C—CITY INVESTMENT POLICY.

CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND FEES

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. In the past, the voters have exercised this power from time to time, including through the adoption of Propositions 13 and 218.

From time to time other State and local initiative measures could be adopted, affecting the ability of the City to increase revenues and to increase appropriations.

Article XIII A

On June 6, 1978, California voters approved Proposition 13, which added Article XIII A to the California Constitution ("Article XIII A"). Article XIII A limits the maximum ad valorem tax on real property to 1% of full cash value thereof, except that additional ad valorem taxes may be levied to pay debt service on indebtedness approved by voters prior to July 1, 1978 and (as a result of an amendment to Article XIII A approved by California voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters voting on such indebtedness. Article XIII A defines full cash value to mean "the County Assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value," or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the full cash value based in the event of declining property values caused by damage, destruction, or other factors and to provide that there would be no increase in the full cash value base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Article XIII B

Article XIII B of the California State Constitution limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and population. The "base year" for establishing such appropriations limit is the 1978-79 fiscal year and the limit is to be adjusted annually to reflect changes in population and consumer prices. Adjustments in the appropriations limit of an entity may also be made if (i) the financial responsibility for a service is transferred to another public entity or to a private entity, (ii) the financial sources for the provision of services is transferred from taxes to other revenues, or (iii) the voters of the entity approve a change in the limit for a period of time not to exceed four years.

Appropriations subject to Article XIII B generally include the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions and refunds of taxes. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to an entity of government from (i) regulatory licenses, user charges, and user fees (but only to the extent such proceeds exceed the cost of providing the service or regulation), and (ii) the investment of tax revenues. Article XIII B includes a requirement that if an entity's revenues in any year exceed the amounts permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. Certain expenditures are excluded from the appropriations limit including payments of indebtedness existing or legally authorized as of January 1, 1979, or of bonded indebtedness thereafter approved by the voters and payments required to comply with court or federal mandates which without discretion require an expenditure for additional services or which unavoidably make the providing of existing services more costly.

Proposition 218

General. On November 5, 1996, California voters approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIII C and XIII D to the State Constitution, which

affect the ability of local governments to levy and collect both existing and future taxes, assessments, and property-related fees and charges. Proposition 218, which generally became effective on November 6, 1996, changed, among other things, the procedure for the imposition of any new or increased property-related “fee” or “charge,” which is defined as “any levy other than an *ad valorem* tax, a special tax or an assessment, imposed by a [local government] upon a parcel or upon a person as an incident of property ownership, including user fees or charges for a property related service” (and referred to in this section as a “property-related fee or charge”).

Specifically, under Article XIID, before a municipality may impose or increase any property-related fee or charge, the entity must give written notice to the record owner of each parcel of land affected by that fee or charge. The municipality must then hold a hearing upon the proposed imposition or increase at least 45 days after the written notice is mailed, and, if a majority of the property owners of the identified parcels present written protests against the proposal, the municipality may not impose or increase the property-related fee or charge.

Further, under Article XIID, revenues derived from a property-related fee or charge may not exceed the funds required to provide the “property-related service” and the entity may not use such fee or charge for any purpose other than that for which it imposed the fee or charge. The amount of a property-related fee or charge may not exceed the proportional cost of the service attributable to the parcel, and no property-related fee or charge may be imposed for a service unless that service is actually used by, or is immediately available to, the owner of the property in question.

In addition, Article XIIC provides that “the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge. The power of initiative to affect local taxes, assessments, fees and charges shall be applicable to all local governments and neither the Legislature nor any local government charter shall impose a signature requirement higher than that applicable to statewide statutory initiatives.”

Judicial Interpretation of Proposition 218. After Proposition 218 was enacted in 1996, appellate court cases and an Attorney General opinion initially indicated that fees and charges levied for water and wastewater services would not be considered property-related fees and charges, and thus not subject to the requirements of Article XIID regarding notice, hearing and protests in connection with any increase in the fees and charges being imposed. However, at least three cases have held that certain types of water and wastewater charges could be subject to the requirements of Proposition 218 under certain circumstances.

In *Richmond v. Shasta Community Services District* (9 Cal. Rptr. 3rd 121), the California Supreme Court addressed the applicability of the notice, hearing and protest provisions of Article XIID to certain charges related to water service. In *Richmond*, the Court held that connection charges are not subject to Proposition 218. The Court also indicated in dictum that a fee for ongoing water service through an existing connection could, under certain circumstances, constitute a property-related fee and charge, with the result that a local government imposing such a fee and charge must comply with the notice, hearing and protest requirements of Article XIID.

In *Howard Jarvis Taxpayers Association v. City of Fresno* (March 23, 2005), the California Court of Appeal, Fifth District, concluded that water, sewer and trash fees are property-related fees subject to Proposition 218 and a municipality must comply with Article XIID before imposing or increasing such

fees. The California Supreme Court denied the City of Fresno's petition for review of the Court of Appeal's decision on June 15, 2005.

In July 2006 the California Supreme Court, in *Bighorn-Desert View Sewer Agency v. Verjil* (39 Cal. 4th 205), addressed the validity of a local voter initiative measure that would have (a) reduced a water agency's rates for water consumption (and other water charges), and (b) required the water agency to obtain voter approval before increasing any existing water rate, fee, or charge, or imposing any new water rate, fee, or charge. The court adopted the position indicated by its statement in *Richmond* that a public water agency's charges for ongoing water delivery are "fees and charges" within the meaning of Article XIII D, and went on to hold that charges for ongoing water delivery are also "fees" within the meaning of Article XIII C's mandate that the initiative power of the electorate cannot be prohibited or limited in matters of reducing or repealing any local tax, assessment, fee or charge. Therefore, the court held, Article XIII C authorizes local voters to adopt an initiative measure that would reduce or repeal a public agency's water rates and other water charges. (However, the court ultimately ruled in favor of the water agency and held that the entire initiative measure was invalid on the grounds that the second part of the initiative measure, which would have subjected future water rate increases to prior voter approval, was not supported by Article XIII C and was therefore invalid.)

The court in *Bighorn* specifically noted that it was not holding that the initiative power is free of all limitations; the court stated that it was not determining whether the electorate's initiative power is subject to the statutory provision requiring that water service charges be set at a level that will pay for operating expenses, provide for repairs and depreciation of works, provide a reasonable surplus for improvements, extensions, and enlargements, pay the interest on any bonded debt, and provide a sinking or other fund for the payment of the principal of such debt as it may become due.

Current Practice Regarding Rates and Charges. The City's practice has been to provide public notice of proposed water rate increases through means that include, among others, holding informational presentations at community group meetings, mailings to residential and commercial customers of public hearings on rate increases, and press releases and media campaigns regarding rate increases, followed by public hearings conducted by the City Council. The most recent rate increase was enacted by the City in strict compliance with the procedures mandated by Proposition 218 and *Bighorn*.

Conclusion. It is not possible to predict how courts will further interpret Article XIII C and Article XIII D in future judicial decisions, and what, if any, further implementing legislation will be enacted. Under the *Bighorn* case, local voters could adopt an initiative measure that reduces or repeals the City's rates and charges, though it is not clear whether (and California courts have not decided whether) any such reduction or repeal by initiative would be enforceable in a situation in which such rates and charges are pledged to the repayment of bonds or other indebtedness. There can be no assurance that the courts will not further interpret, or the voters will not amend, Article XIII C and Article XIII D to limit the ability of local agencies to impose, levy, charge and collect increased fees and charges for wastewater, or to call into question previously adopted wastewater rate increases.

Effect of Proposition 218 on the City; Possible Limitations on Enforcement Remedies.

The general financial condition of the City may be affected by provisions of Article XIII C and Article XIII D. In particular, provisions of Article XIII C (i) require taxes for general governmental purposes to be approved by a majority vote and taxes for specific purposes, even if deposited into the General Fund, to be approved by two-thirds vote, (ii) require any general purpose tax which the City

imposed, extended or increased, without voter approval, after December 31, 1994, to be approved by majority vote on November 5, 1998 and (iii) provide that all taxes, assessments, fees and charges are subject to reduction or repeal at any time through the initiative process, subject to overriding constitutional principles relating to the impairment of contracts. Provisions of Article XIII D that affect the ability of the City to fund certain services or programs that it may be required or choose to fund include (i) adding notice, hearing, protest and, in some cases, voter approval requirements to impose, increase or extend certain assessments, fees and charges and (ii) adding stricter requirements for finding individualized benefits associated with such levies.

The ability of the City to comply with its covenants under the Installment Sale Agreement and to generate Net Revenues sufficient to pay the principal and interest with respect to the Certificates may be adversely affected by actions and events outside of the control of the City and may be adversely affected by actions taken (or not taken) under Article XIII C or Article XIII D by voters, property owners, taxpayers or payers of assessments, fees and charges. Furthermore, any remedies available to the owners of the Certificates upon the occurrence of an event of default under the Installment Sale Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay and could prove both expensive and time consuming to obtain. In addition to the possible limitations on the ability of the City to comply with its covenants under the Installment Sale Agreement, the rights and obligations under the Certificates and the Installment Sale Agreement may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against cities in the State of California.

Based on the foregoing, in the event the City fails to comply with its covenants under the Installment Sale Agreement, including its covenants to generate sufficient Net Revenues, as a consequence of the application of Article XIII C and Article XIII D, or to pay principal or interest with respect to the Certificates, there can be no assurance that available remedies will be adequate to fully protect the interests of the holders of the Certificates.

Proposition 26

On November 2, 2010, State voters approved Proposition 26 which amended certain sections of Article XIII C. The proposition attempts to define "tax" as used within Article XIII C as "any levy, charge, or exaction of any kind imposed by a local government, *except* the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D." The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the

manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

The foregoing discussion of Article XIII, Proposition 218 and Proposition 26 should not be considered an exhaustive or authoritative treatment of the provisions of such propositions or the possible effects of Proposition 218 and Proposition 26. Interim rulings, final decisions, legislative proposals and legislative enactments affecting Proposition 218 and Proposition 26 may impact the City's ability to make debt service payments on the Certificates. The City does not expect to be in a position to control the consideration or disposition of these issues and cannot predict the timing or outcome of any judicial or legislative activity related to these issues.

Future Initiatives

Articles XIIC, XIID and Proposition 26 were adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiatives could be proposed and adopted affecting Net Revenues or the City's ability to increase its rates for water service. See "Proposition 218" above. The California constitution, Article XIID, Section 5(c), specifically recognizes that any assessment existing on the effective date (of Article XIID) shall be exempt from the procedures and approval process set forth in Article 4, to wit: "... (c) Any assessment the proceeds of which are exclusively used to repay bonded indebtedness of which the failure to pay would violate the Contract Impairment Clause of the Constitution of the United States."

RISK FACTORS RELATING TO THE CERTIFICATES

The following section describes certain special considerations and risk factors affecting the risk of nonpayment or the security for the Certificates. The following discussion is not meant to be an exhaustive or definitive description of the risks associated with a purchase of the Certificates and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following special factors regarding the Certificates, together with all other information in this Official Statement, in order to make an informed investment decision with respect to the Certificates. There can be no assurance that other risk factors are not or will not become material in the future.

General

Payment of principal and interest with respect to the Certificates depends primarily upon the revenues derived from operation of the Enterprise. Some of the events which could affect the revenues received by the Enterprise are set forth below. The following discussion of risks is not meant to be an exhaustive list of the risks associated with the purchase of the Certificates and the order in which the risks are discussed does not necessarily reflect the relative importance of the various risks.

Limited Obligations

The Installment Payments are special, limited obligations of the Enterprise. The Certificates shall not be deemed to constitute a debt or liability of the Enterprise, the City, the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory provision, or a pledge of the faith and credit of the Enterprise, the City, the State of California or of any political subdivision thereof, but shall be payable, except to the extent of certain amounts held under the Installment Sale

Agreement pledged therefor, solely from Net Revenues. Neither the faith and credit nor the taxing power of the City, the State of California or of any political subdivision thereof is pledged to the payment of principal and interest with respect to the Certificates. The Certificates shall not directly or indirectly or contingently obligate the City, the State of California or any political subdivision thereof to levy or to pledge any form of taxation whatsoever therefor or to make any appropriation for their payment. The Enterprise has no taxing power.

Enterprise Demand and Growth

There can be no assurance that the local demand for the services provided by the Enterprise will be maintained at levels described in this Official Statement under the headings “THE ENTERPRISE.” Reductions in the level of demand could require an increase in rates or charges in order to produce Net Revenues sufficient to comply with the City’s rate covenant in the Installment Sale Agreement. There can be no assurance that any other entity with regulatory authority over the Enterprise will not adopt further restrictions on operation of the Enterprise.

Enterprise Expenses

There can be no assurance that the City’s expenses for the Enterprise will be consistent with the descriptions in this Official Statement. Changes in technology, changes in quality standards, loss of large customers, increased or decreased development, increases in the cost of operation, or other expenses could require increases in rates or charges in order to comply with the City’s rate covenant in the Installment Sale Agreement. See “CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND FEES.”

Physical Condition of Enterprise Facilities/Operation and Maintenance Costs

The reliability of the Enterprise is affected by a number of factors including physical and operational vulnerabilities of their facilities. Certain Enterprise facilities are near the end of their useful life. Long-lived facilities result in decreased reliability due to unplanned outages and place a greater maintenance burden on operations. The City budgets for the maintenance and operations of its facilities; however, the City gives no assurance that any future significant diminished physical status of its facilities would not materially adversely affect the operations of the Enterprise. Partial or complete failure of components of the Enterprise could cause a material increase in costs for repairs or a corresponding material adverse impact on the Net Revenues.

There can be no assurance that the City’s expenses for the Enterprise will be consistent with the descriptions in this Official Statement. Changes in technology, changes in quality standards, loss of large customers, increased or decreased development, increases in the cost of operation, or other expenses could require increases in rates or charges in order to comply with the City’s rate covenant in the Installment Sale Agreement.

Insurance

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and injuries to employees. The City established a self-insurance program, the Risk Management Fund, to account for and finance its uninsured risks of loss. Under this program, the Risk Management Fund provides coverage for up to a maximum of \$750,000 for each miscellaneous

claim, \$1,000,000 for each safety workers' compensation claim, and \$300,000 for each general liability claim. The City purchases commercial insurance for claims in excess of coverage provided by the Risk Management Fund and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three years. All funds of the City participate in the program and make payments to the Self-Insurance Funds based on actuarial estimates of amounts needed to pay claims.

The fund establishes claims liabilities based on estimates of the ultimate cost of claims (including future claim adjustment expenses) that have been reported but not settled and of claims that have been incurred but not reported. The City has accrued for its anticipated liability with respect to claims filed and claims incurred but not reported to the City as of year-end.

The City's risk management program includes both self-insured and insured coverages; however, the program does not provide for every conceivable risk of loss. Damage attributable to seismic events and environmental pollution are excluded. In situations where the City has not purchased commercial coverage, the City has a 'self-retention' program that is administered and retains budgeted resources internally to provide coverage for loss liabilities. The City is not required to either insure against or self-insure against every potential risk of loss, and there is a risk that damage or destruction of property and equipment comprising the Enterprise could occur for which no insurance or self-insurance funds will be available. There can be no assurance that insurance providers will pay claims under any policies promptly or at all, should a claim be made under such policies in connection with property loss or damage. It is possible that an insurance provider will refuse to pay a claim, especially if it is substantial, and force the City to sue to collect on or settle the insurance claim. Further, there can be no assurances that any insurance proceeds will be sufficient to rebuild or replace any damaged property.

Limited Recourse on Default

Failure by the City to make the Installment Payments constitutes an event of default under the Installment Sale Agreement and the Trustee, as assignee, is permitted to pursue remedies at law or in equity to enforce the City's obligation to make such payments. Although the Trustee has the right to accelerate the total unpaid principal amount of the Certificates, there is no assurance that the City would have sufficient funds to pay the accelerated amounts. See also "Proposition 218" above.

Limitations on Remedies

The ability of the City to comply with its covenants under the Installment Sale Agreement and to generate Net Revenues sufficient to pay principal and interest with respect to the Certificates may be adversely affected by actions and events outside of the control of the City and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or persons obligated to pay assessments, fees and charges. See "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND FEES—Articles XIIC and XIID." Furthermore, the remedies available to the owners of the Certificates upon the occurrence of an event of default under the Installment Sale Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay and could prove both expensive and time consuming to obtain.

In addition to the limitations on remedies contained in the Installment Sale Agreement, the rights and obligations under the Installment Sale Agreement may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in

appropriate cases and to limitations on legal remedies against cities in the State of California. The opinions to be delivered by Special Counsel concurrently with the delivery of the Certificates will be subject to such limitations and the various other legal opinions to be delivered concurrently with the delivery of the Certificates will be similarly qualified. See APPENDIX F—FORM OF OPINION OF SPECIAL COUNSEL. If the City fails to comply with its covenants in the Installment Sale Agreement or fails to pay the Installment Payments, there can be no assurance of the availability of remedies adequate to protect the interest of the holders of the Certificates.

Rate Process

The passage of Proposition 218 by the California electorate potentially affects the City's ability to impose future rate increases, and no assurance can be given that future rate increases will not encounter majority protest opposition under Proposition 218. See "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND FEES—Proposition 218" and "—Effect of Proposition 218 and of Possible General Limitations on Enforcement Remedies."

Initiatives

In recent years several initiative measures have been proposed or adopted which affect the ability of local governments to increase taxes and rates. There is no assurance that the electorate or the State legislature will not at some future time approve additional limitations which could affect the ability of the City to implement rate increases which could reduce Net Revenues and adversely affect the security for the Certificates. See "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND FEES—Articles XIIC and XIID."

Bankruptcy

The rights and remedies provided in the Installment Sale Agreement may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditors' rights, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of California. The various opinions of counsel to be delivered with respect to the Certificates and the Installment Sale Agreement, including the opinion of Special Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the Owners of the Certificates and the City could be prohibited from taking any steps to enforce their rights under the Installment Sale Agreement.

Tax Exemption

The City has covenanted in the Installment Sale Agreement that it will take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates. See "TAX MATTERS."

Additional Obligations

The Installment Sale Agreement permits obligations secured by Net Revenues on a parity basis or a subordinate basis to the Installment Sale Agreement. Such additional obligations would increase debt service payable from Net Revenues and, in the case of obligations issued or incurred on a parity basis, could adversely affect debt service coverage with respect to the Certificates. In such event, however, the

Rate Covenant will remain in effect. See “SOURCE OF PAYMENT FOR THE CERTIFICATES — Rate Covenant.”

Environmental Regulations

The kind and degree of wastewater treatment which is effected through the Enterprise is regulated, to a large extent, by the federal government and the State of California. Treatment standards set forth in federal and state law control the operations of the Enterprise and mandate its use of technology. In the event that the federal government, acting through the Environmental Protection Agency, or the State of California, acting through the Department of Health Services, or additional federal or state legislation, should impose stricter water quality standards upon the Enterprise, the City’s expenses could increase accordingly and rates and charges would have to be increased to offset those expenses. It is not possible to predict the direction federal or state regulation will take with respect to drinking water quality standards, although it is likely that both will impose more stringent standards with attendant higher costs.

Natural Disasters

Any natural disaster or other physical calamity, including earthquake, may have the effect of reducing Net Revenues through damage to the Enterprise and/or adversely affecting the economy of the surrounding area. The Installment Sale Agreement requires the City to maintain insurance or self-insurance, but only if and to the extent available from responsible insurers at reasonable rates. In the event of material damage to Enterprise facilities, there can be no assurance that insurance proceeds will be adequate to repair or replace such facilities. See “THE ENTERPRISE.”

Secondary Market

There can be no guarantee that there will be a secondary market for the Certificates or, if a secondary market exists, that any Certificates can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

Risks Related to Cyber Security

The City faces various cyber security threats, including, but not limited to, hacking, viruses, malware, ransomware and other attacks on its computers and its networks. No assurance can be given that the City’s efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the Enterprise or the ability of the Enterprise to make timely payments on the Certificates. The Enterprise is also reliant on other entities and service providers. No assurance can be given that the City and these other entities will not be adversely affected by cyber threats and attacks in a manner that may affect owners of the Certificates.

Risks Relating to the Municipal Bond Insurance Policy

In the event of default of the payment of principal or interest with respect to the Certificates when all or some becomes due, any owner of the Certificates shall have a claim under the Municipal Bond

Insurance Policy for such payments. The Municipal Bond Insurance Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory sinking fund or optional prepayment of the Certificates by the City which is recovered by the City from the Owner as a voidable preference under applicable bankruptcy law is covered by the Municipal Bond Insurance Policy, however, such payments will be made by the Municipal Bond Insurer at such time and in such amounts as would have been due absence such prepayment by the City unless the Municipal Bond Insurer chooses to pay such amounts at an earlier date.

The Municipal Bond Insurer may direct and must consent to any remedies and the Municipal Bond Insurer's consent may be required in connection with amendments to any applicable legal documents.

In the event the Municipal Bond Insurer is unable to make payment of principal and interest as such payments become due under the Municipal Bond Insurance Policy, the Certificates are payable solely from the moneys received pursuant to the applicable legal documents. In the event the Municipal Bond Insurer becomes obligated to make payments with respect to the Certificates, no assurance is given that such event will not adversely affect the market price of the Certificates or the marketability (liquidity) for the Certificates.

The long-term ratings on the Certificates are dependent in part on the financial strength of the Municipal Bond Insurer and its claim paying ability. The financial strength and claims paying ability of the Municipal Bond Insurer are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Municipal Bond Insurer and of the ratings on the Certificates will not be subject to downgrade and such event could adversely affect the market price of the Certificates or the marketability (liquidity) for the Certificates. See "RATINGS" herein.

The obligations of the Municipal Bond Insurer are general obligations of the Municipal Bond Insurer and in an event of default by the Municipal Bond Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency.

Neither the City or Underwriter have made independent investigation into the claims paying ability of the Municipal Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Municipal Bond Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the City to pay principal and interest on the Certificates and the claims paying ability of the Municipal Bond Insurer, particularly over the life of the investment.

Pension Benefit Liability

Many factors influence the amount of the City's pension benefit liabilities, including, without limitation, inflationary factors, changes in statutory provisions of CalPERS retirement system laws, changes in the level of benefits provided or in the contribution rates of the City, increases or decreases in the number of covered employees, changes in actuarial assumptions or methods (including but not limited to the assumed rate of return), and differences between actual and anticipated investment experience of CalPERS. Any of these factors could give rise to additional liability of the City to its pension plans as a result of which the City would be obligated to make additional payments to its pension plans in order to fully fund the City's obligations to its pension plans. It is expected that required contributions to CalPERS will go up in future years.

Changes in Law

There can be no assurance that the electorate of the State will not at some future time adopt additional initiatives or that the Legislature will not enact legislation that will amend the laws or the Constitution of the State resulting in a reduction of the Enterprise revenues and consequently, having an adverse effect on the security for the Certificates.

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the Certificates, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest with respect to the Certificates to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest with respect to the Certificates to become includable in gross income for federal income tax purposes retroactively to the date of delivery of the Certificates.

Subject to the City's compliance with the above referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Special Counsel, interest with respect to the Certificates is excludable from the gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals.

In rendering its opinion, Special Counsel will rely upon certifications of the City with respect to certain material facts within its knowledge. Special Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Certificates may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Certificates should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for each maturity of the Certificates is the price at which a substantial amount of such maturity of the Certificates is first sold to the public. The Issue Price of a maturity of the Certificates may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

Owners of Certificates who dispose of Certificates prior to the stated maturity (whether by sale, redemption or otherwise), purchase Certificates in the initial public offering, but at a price different from the Issue Price, or purchase Certificates subsequent to the initial public offering, should consult their own tax advisors.

If a Certificate is purchased at any time for a price that is less than the Certificate's stated redemption price at maturity (the "Revised Issue Price"), the purchaser will be treated as having purchased a Certificate with market discount subject to the market discount rules of the Internal Revenue Code of 1986, as amended (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Certificate is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases a Certificate for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Certificate. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Certificates.

An investor may purchase a Certificate at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Certificate in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Certificate. Investors who purchase a Certificate at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Certificate's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Certificate.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to Certificates delivered prior to enactment. Prospective purchasers of the Certificates should consult their own tax advisors regarding any pending or proposed federal tax legislation. Special Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Certificates. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Certificate Owners may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Certificates until the audit is concluded, regardless of the ultimate outcome.

Payments of interest with respect to, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the Certificates, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Certificate Owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Certificate Owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Special Counsel, interest with respect to the Certificates is exempt from California personal income taxes.

Ownership of the Certificates may result in other state and local tax consequences to certain taxpayers. Special Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Certificates. Prospective purchasers of the Certificates should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the final opinion that Special Counsel expects to deliver upon the delivery of the Certificates is set forth in APPENDIX F— FORM OF OPINION OF SPECIAL COUNSEL.

CERTAIN LEGAL MATTERS

Quint & Thimmig LLP, Larkspur, California, as Special Counsel, will render an opinion with respect to the validity of the Certificates, the form of which opinion is set forth in APPENDIX F—FORM OF OPINION OF SPECIAL COUNSEL. Certain legal matters will be passed upon for the City by Quint & Thimmig LLP, Larkspur, California, as Disclosure Counsel, and by McCormick, Kobot, Jenner & Lew, Visalia, California, City Attorney. Certain matters will be passed upon for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. *Payment of the fees and expenses of Special Counsel, Disclosure Counsel, and Underwriter's Counsel is contingent upon delivery of the Certificates.*

LITIGATION

To the best knowledge of the City, there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the City to restrain or enjoin the authorization, execution or delivery of the Certificates, or the pledge of the Net Revenues or the collection of the payments to be made pursuant to the Installment Sale Agreement, or in any way contesting or affecting validity of the Certificates, the Installment Sale Agreement, the Trust Agreement or the agreement for the sale of the Certificates, or in any way contesting or affecting the transactions described in this Official Statement.

RATINGS

S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P"), is expected to assign the rating of "AA" (stable outlook) to the Certificates based on the issuance of the Municipal Bond Insurance Policy by the Municipal Bond Insurer at the time of delivery of the Certificates. See "MUNICIPAL BOND INSURANCE." In addition, S&P has assigned the underlying rating of "___" to the Certificates without regard to the issuance of the Municipal Bond Insurance Policy. These ratings reflect only the views of S&P and an explanation of the significance of such ratings may be obtained from S&P. There is no assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by S&P, if in the judgment of the S&P, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Certificates.

The City has covenanted in the Continuing Disclosure Certificate to file on the EMMA website notices of any rating changes on the Certificates. See APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE. Notwithstanding such covenant, information relating to rating changes on the Certificates may be publicly available from S&P prior to such information being provided to the City and prior to the date the City is obligated to file a notice of a rating change on EMMA. Purchasers of the Certificates are directed to S&P, its website and official media outlet for the most current rating changes with respect to the Certificates after the initial issuance of the Certificates. However, neither the City nor the Underwriter takes any responsibility for the accuracy of such information on such websites or outlets.

MUNICIPAL ADVISOR

The City has entered into an agreement with Wulff, Hansen, & Co., San Rafael, California (the “Municipal Advisor”), whereunder the Municipal Advisor is providing municipal advisory services to the City with respect to preparation and sale of the Certificates. The Municipal Advisor has read and participated in the drafting of certain portions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of the Official Statement or any other matter related to the Official Statement. The compensation of the Municipal Advisor is contingent upon the sale of the Certificates.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners and beneficial owners of the Certificates to provide certain financial information and operating data relating to the Enterprise by not later than nine months following the end of the City’s fiscal year (currently ending June 30) (the “Annual Report”), commencing with the report for the fiscal year ended June 30, 2019, which is due not later than March 31, 2020, and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed by the City with the Municipal Securities Rulemaking Board through the Electronic Municipal Access (EMMA) System. The specific nature of the information to be contained in the Annual Report or the notices of enumerated events is summarized below under the caption APPENDIX D—FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5), as amended.

Within the last five years, the City and its related entities _____.

[TO COME]

UNDERWRITING

The Certificates are being purchased by Brandis Tallman LLC (the “Underwriter”). The Underwriter has agreed to purchase the Certificates at a price of \$_____ (which price is equal to the aggregate principal amount of the Certificates, plus a net original issue premium of \$_____, less an Underwriter’s discount of \$_____). The Underwriter will purchase all of the Certificates

if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in a certificate purchase agreement, the approval of certain legal matters by counsel and certain other conditions. The Underwriter may offer and sell Certificates to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

\

MISCELLANEOUS

So far as any statements made in this Official Statement involve matters of opinion, assumptions, projections, anticipated events or estimates, whether or not expressly stated, they are set forth as such and not as representations of fact, and actual results may differ substantially from those set forth herein. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the owners of the Certificates.

The summaries of certain provisions of the Certificates, statutes and other documents or agreements referred to in this Official Statement do not purport to be complete, and reference is made to each of them for a complete statement of their provisions. Copies are available for review by making requests to the City.

The Appendices are an integral part of this Official Statement and must be read together with all other parts of this Official Statement. The audited financial statements of the City, including a summary of significant accounting policies, for the fiscal year ended June 30, 2018, are contained in APPENDIX B—COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2018.

The execution of this Official Statement and its delivery have been authorized by the City Council of the City.

CITY OF PORTERVILLE

By _____
City Manager

APPENDIX A

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

[TO COME]

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APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2018

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APPENDIX C
CITY INVESTMENT POLICY

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APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the “Disclosure Certificate”) is executed and delivered by the CITY OF PORTERVILLE (the “City”) in connection with the execution and delivery of \$_____ * City of Porterville Sewer Revenue Certificates of Participation (2019 Financing Project) (the “Certificates”). The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of December 1, 2019, by and among U.S. Bank National Association, as trustee (the “Trustee”), the City and the Porterville Public Improvement Corporation (the “Trust Agreement”). Pursuant to Section 11.07 of the Trust Agreement, the City covenants and agree as follows:

Section 1. Definitions. In addition to the definitions set forth above and in the Trust Agreement which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Annual Report Date*” means the date that is nine months after the end of the City’s fiscal year (currently March 31 based on the City’s fiscal year end of June 30).

“*Dissemination Agent*” shall mean, initially, _____ or any successor Dissemination Agent designed in writing by the City and which has been filed with the then current Dissemination Agent a written acceptance of such designation.

“*Fiscal Year*” means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the City as its official fiscal year period under a Certificate of the City filed with the Trustee.

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“*Official Statement*” means the final official statement executed by the City in connection with the delivery of the Certificates.

“*Participating Underwriter*” means the original underwriter of the Certificates.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

“*Significant Events*” means any of the events listed in Section 5(a) of this Disclosure Certificate.

* Preliminary, subject to change.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Certificates and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2- 12(b)(5).

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2020, with the report for fiscal year 2018-19 provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Significant Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information and operating data with respect to the City for preceding fiscal year, substantially similar to that provided in the Official Statement, as follows:

[TO BE DETERMINED]

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Significant Events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) Modifications to rights of security holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a financial obligation of the City or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or other obligated person, any of which affect security holders, if material; or

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City or other obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Significant Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Significant Event. Notwithstanding the foregoing, notice of Significant Events described in subsection (a)(viii) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Certificates under the Trust Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a) (xv) of this Section 5 contain the qualifier “if material.” The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event’s occurrence is material for purposes of U.S. federal securities law. The City intends that the words used in paragraphs (xv) and (xvi) and the definition of “financial obligation” to have the meanings ascribed thereto in SEC Release No. 34-83885 (August 20, 2018).

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Certificates. If such termination occurs prior to the final maturity of the Certificates, the City shall give notice of such termination in the same manner as for a Significant Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Certificates, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Certificates in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Certificates.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

The Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations hereunder.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Significant Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Significant Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Trust Agreement is hereby made applicable to this Disclosure Certificate as if this Disclosure Certificate were (solely for this purpose) contained in the Trust Agreement. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Certificate holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Certificates.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Certificates and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: [Closing Date]

CITY OF PORTERVILLE

By _____
City Manager

ACKNOWLEDGED:

_____, as Dissemination Agent

By _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Obligor: City of Porterville

Name of Issue: Sewer Revenue Certificates of Participation (2019 Financing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Installment Payments to be made by the City of Porterville, as the Purchase Price for Certain Property Pursuant to an Installment Sale Agreement with the Porterville Public Improvement Corporation

Date of Issuance: [Closing Date]

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated [Closing Date], furnished by the Obligor in connection with the Issue. The Obligor anticipates that the Annual Report will be filed by _____.

Date: _____

_____, as Dissemination
Agent

By _____
Authorized Officer

APPENDIX E

GENERAL INFORMATION REGARDING THE CITY OF PORTERVILLE AND TULARE COUNTY

The information in this section of the Official Statement is presented as general background data. The Installment Payments (and therefore the Certificates) are payable solely from the net revenues of the Enterprise and other sources as described in the Official Statement. The taxing power of the City, the State of California, or any political subdivision thereof is not pledged to the payment of the Certificates.

Although reasonable efforts have been made to include up-to-date information in this Appendix E, some of the information is not current due to delays in reporting of information by various sources. It should not be assumed that the trends indicated by the following data would continue beyond the specific periods reflected herein.

Introduction

The City. The City of Porterville is located in Tulare County, California (the “County”), off Highway 65, some 168 miles north of the Metropolitan Los Angeles Area and 258 miles south of the City of San Francisco. The City is located on the Tule River at the base of the western foothills of the Sierra Nevada and easternmost section of California’s Central Valley. The City is the third largest city in the County in terms of population, with a present population of approximately 60,260 as of January 1, 2019, according to the California Department of Finance. The City encompasses a total of 18.62 square miles within its limits. The City serves as a gateway to Sequoia National Forest, Giant Sequoia National Monument and Kings Canyon National Park.

The City was incorporated on May 7, 1902 and became a Charter City in 1926. The City Council members are elected for overlapping four-year terms. The policies of the City Council are carried out by the appointed City Manager.

The County. Founded in 1852, Tulare County is located in California’s San Joaquin Valley, a large agriculturally rich basin that runs through the center of the State. The County seat is Visalia. The County is named for Tulare Lake, once the largest freshwater lake west of the Great Lakes. Drained for agricultural development, the site is now in Kings County, which was created in 1893 from the western portion of the formerly larger Tulare County.

The County is the top agricultural producing county in the nation. It is surrounded by Fresno County to the north, Inyo County to the east, Kern County to the south and Kings County to the west. Almost half of the entire County area is devoted to national parks and forests, including the famous Sequoia and Kings Canyon National Parks, Inyo and Sequoia National Forests. These natural resources provide year-round recreational opportunities for hiking, fishing, skiing and camping.

Population

The table below summarizes population of the City of Porterville, Tulare County and the State of California for the last five years.

CITY of PORTERVILLE, TULARE COUNTY and CALIFORNIA Population

<u>Year</u>	<u>City of Porterville</u>	<u>Tulare County</u>	<u>State of California</u>
2015	56,365	462,510	38,952,462
2016	59,547	467,010	39,214,803
2017	59,563	470,705	39,504,609
2018	60,241	475,346	39,740,508
2019	60,260	479,112	39,927,315

Source: California Department of Finance, E-4 Population Estimate for Cities, Counties, and the State, 2015-19, with 2010 Census Benchmark.

Employment

The following table summarizes historical employment and unemployment for Tulare County, the State of California and the United States:

TULARE COUNTY, CALIFORNIA, and UNITED STATES Civilian Labor Force, Employment, and Unemployment (Annual Averages)

Year	Area	Labor Force	Employment	Unemployment	Unemployment Rate ⁽¹⁾
2014	Tulare County	198,400	172,100	26,300	13.2%
	California	18,811,400	17,397,100	1,414,300	7.5
	United States	155,922,000	146,305,000	9,617,000	6.2
2015	Tulare County	203,400	179,700	23,700	11.7
	California	18,981,800	17,798,600	1,183,200	6.2
	United States	157,130,000	148,834,000	8,296,000	5.3
2016	Tulare County	205,900	183,300	22,600	11.0
	California	19,102,700	18,065,000	1,037,700	5.4
	United States	159,187,000	151,436,000	7,751,000	4.9
2017	Tulare County	205,500	184,100	21,400	10.4
	California	19,312,000	18,393,100	918,900	4.8
	United States	160,320,000	153,337,000	6,982,000	4.4
2018 ⁽²⁾	Tulare County	204,600	184,900	19,600	9.6
	California	19,398,200	18,582,800	815,400	4.2
	United States	162,075,000	155,761,000	6,314,000	3.9

Source: California Employment Development Department, Monthly Labor Force Data for Counties, Annual Average 2014-2018, and US Department of Labor.

- (1) The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures available in this table.
- (2) Latest available full-year data.

Major Employers

The following table lists the top 10 largest industries within the City as of June 30, 2018.

CITY OF PORTERVILLE Top 10 Employers as of June 30, 2018

Employer	Employees	% of Total City Employment
Porterville Public Schools	1,496	5.82%
Porterville State Developmental Center	1,301	5.06
Wal-Mart Distribution Center	1,299	5.05
Sierra View Medical Center	836	3.25
Burton School District	699	2.72
City of Porterville	595	2.32
Eagle Mountain Casino	484	1.88
Foster Farms	420	1.63
Wal-Mart Retail Store	310	1.21
Family Healthcare Network	276	1.07
Total Top 10	7,716	30.02

Source: City of Porterville 2017-18 CAFR.

The following table lists the top 10 largest industries within the County as of June 30, 2018.

TULARE COUNTY Top 10 Employers as of June 30, 2018

Employer	Employees	% of Total County Employment
County of Tulare	5,003	2.62%
Visalia Unified School District	3,200	1.68
Kaweah Delta Health Care	2,000	1.05
Sierra View District Hospital	1,800	.94
Ruiz Food Production, Inc.	1,800	.94
Wal-Mart Distribution Center	1,692	.89
Porterville Development Center	1,343	.70
College of the Sequoias	838	.44
Jostens	720	.38
City of Visalia	605	.32
Total Top 10	19,001	9.96

Source: Tulare County 2017-18 CAFR.

Construction Activity

The following table reflects the five-year history of building permit valuation for the City of Porterville and Tulare County:

CITY of PORTERVILLE Building Permits and Valuation (Dollars in Thousands)

	2014	2015	2016	2017	2018 ⁽¹⁾
<u>Permit Valuation:</u>					
New Single-family	\$ 5,468	\$ 12,767	\$ 9,260	\$ 9,544	\$ 17,396
New Multi-family	19,684	-	-	1,270	2,081
Res. Alterations/Additions	1,320	1,161	2,535	1,386	1,578
Total Residential	26,472	13,929	11,795	12,201	21,056
Total Nonresidential	28,447	11,833	9,925	22,815	27,732
Total All Building	<u>54,920</u>	<u>25,763</u>	<u>21,721</u>	<u>35,017</u>	<u>48,789</u>
<u>New Dwelling Units:</u>					
Single Family	28	57	43	38	72
Multiple Family	248	-	-	8	13
Total	<u>276</u>	<u>57</u>	<u>43</u>	<u>46</u>	<u>85</u>

TULARE COUNTY Building Permits and Valuation (Dollars in Thousands)

	2014	2015	2016	2017	2018 ⁽¹⁾
<u>Permit Valuation:</u>					
New Single-family	\$ 177,971	\$ 242,048	\$ 435,293	\$ 246,860	\$ 253,174
New Multi-family	23,630	14,041	13,595	30,428	36,987
Res. Alterations/Additions	14,034	14,690	19,569	14,274	27,136
Total Residential	215,636	270,780	468,458	291,564	317,298
Total Nonresidential	125,458	148,963	285,431	157,553	189,463
Total All Building	<u>341,094</u>	<u>419,743</u>	<u>753,890</u>	<u>449,118</u>	<u>506,761</u>
<u>New Dwelling Units:</u>					
Single Family	847	1,129	1,159	1,136	1,173
Multiple Family	296	132	156	220	347
Total	<u>1,143</u>	<u>1,261</u>	<u>2,315</u>	<u>1,356</u>	<u>1,520</u>

Source: Construction Industry Research Board: "Building Permit Summary."

Note: Totals may not add due to independent rounding.

(1) Latest available full-year data.

Median Household Income

The following table summarizes the median household effective buying income for the City of Porterville, Tulare County, the State of California and the United States for the five most recent years.

CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA and UNITED STATES Effective Buying Income

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2015	City of Porterville	\$ 709,915	\$ 35,580
	Tulare County	6,387,143	36,155
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Porterville	807,365	38,564
	Tulare County	7,199,514	40,423
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2017	City of Porterville	811,711	37,480
	Tulare County	7,393,927	41,277
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2018	City of Porterville	842,378	40,561
	Tulare County	7,753,456	43,691
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2019	City of Porterville	901,312	40,960
	Tulare County	8,272,743	45,271
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303

Source: Nielsen Claritas, Inc.

APPENDIX F

FORM OF OPINION OF SPECIAL COUNSEL

[Closing Date]

City Council of the
City of Porterville
291 North Main Street
Porterville, California 93257

OPINION: \$ _____ * Sewer Revenue Certificates of Participation (2019 Financing Project),
Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Installment
Payments to be Made by the City of Porterville (Tulare County, California), As the
Purchase Price for Certain Property Pursuant to an Installment Sale Agreement with the
Porterville Public Improvement Corporation

Members of the City Council:

We have acted as special counsel in connection with the delivery by the City of Porterville (the "City"), of its \$ _____ * Installment Sale Agreement, dated as of December 1, 2019, by and between the Porterville Public Improvement Corporation (the "Authority") and the City (the "Installment Sale Agreement"), pursuant to the California Government Code. The Authority has, pursuant to the Assignment Agreement, dated as of December 1, 2019 (the "Assignment Agreement"), by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), assigned certain of its rights under the Installment Sale Agreement, including its right to receive installment payments made by the City thereunder (the "Installment Payments"), to the Trustee. Pursuant to the Trust Agreement, dated as of December 1, 2019, by and among the Trustee, the Authority and the City (the "Trust Agreement"), the Trustee has executed and delivered certificates of participation (the "Certificates") evidencing direct, undivided fractional interests of the owners thereof in the Installment Payments. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Installment Sale Agreement and the Trust Agreement and in the certified proceedings and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a municipal corporation and general law city with the power to enter into the Installment Sale Agreement and the Trust Agreement and to perform the agreements on its part contained therein.

2. The Installment Sale Agreement has been duly authorized, executed and delivered by the City and is an obligation of the City valid, binding and enforceable against the City in accordance with its terms.

3. The Trust Agreement and the Assignment Agreement are valid, binding and enforceable in accordance with their terms.

4. Subject to the terms and provisions of the Installment Sale Agreement, the Installment Payments to be made by the City are payable from a first and prior lien on Net Revenues of the Enterprise (as such terms are defined

* Preliminary, subject to change.

in the Installment Sale Agreement) on a parity with certain outstanding obligations. By virtue of the Assignment Agreement, the owners of the Certificates are entitled to receive their fractional share of the Installment Payments in accordance with the terms and provisions of the Trust Agreement.

5. Subject to the City's compliance with certain covenants, interest with respect to the Certificates is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such covenants could cause interest with respect to the Certificates to be includable in gross income for federal income tax purposes retroactively to the date of delivery of the Certificates.

6. The portion of the Installment Payments designated as and comprising interest and received by the owners of the Certificates is exempt from personal income taxation imposed by the State of California.

Ownership of the Certificates may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Certificates.

The rights of the owners of the Certificates and the enforceability of the Trust Agreement and the Installment Sale Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

With respect to the opinions expressed herein, the enforceability of the Installment Sale Agreement is subject to the limitations on the imposition of certain fees and charges by the City related to the Enterprise under Articles XIII C and XIII D of the California Constitution. In addition, the rights of the owners of the Certificates and the enforceability of the Trust Agreement and the Installment Sale Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the City and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX G

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix G, concerning The Depository Trust Company, New York, New York (“DTC”), and DTC’s book-entry system, has been furnished by DTC for use in official statements and the City takes no responsibility for the completeness or accuracy thereof. The City cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of principal of or interest with respect to the Certificates, (b) certificates representing ownership interest in or other confirmation of ownership interest in the Certificates, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Certificates, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix G. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC. Information Furnished by DTC Regarding its Book-Entry Only System

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Certificates (as used in this Appendix G, the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities, in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates

representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit the notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the paying agent or bond trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the paying agent or bond trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the paying agent or bond trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or the paying agent or bond trustee. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

APPENDIX H
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

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CITY OF PORTERVILLE
Revenues, Expenses and Debt Service Coverage Calculations
Built From CAFRs - Prepared by Brandis Tallman October 30, 2019
Draft - For Discussion Purposes Only

Description	Audited FYE 2015	Audited FYE 2016	Audited FYE 2017	Audited FYE 2018	Unaudited FYE 2019	Projected (2) FYE 2020	Projected (2) FYE 2021	Projected (2) FYE 2022	Projected (2) FYE 2023	Projected (2) FYE 2024
GROSS REVENUES:										
Charges for Services	\$6,555,426	\$6,606,452	\$7,022,901	\$6,773,939	\$6,760,179	\$6,793,980	\$6,827,950	\$6,862,090	\$6,896,400	\$6,930,882
Connection Fees	\$328,875	\$630,011	\$1,136,381	\$302,736	\$404,147	\$404,147	\$404,147	\$404,147	\$404,147	\$404,147
Other Revenues	\$369,037	\$337,333	\$367,363	\$435,081	\$409,272	\$409,272	\$409,272	\$409,272	\$409,272	\$409,272
Investment Earnings	\$163,303	\$257,402	\$113,027	\$114,106	\$543,715	\$238,311	\$238,311	\$238,311	\$238,311	\$238,311
TOTAL GROSS REVENUES	\$7,416,641	\$7,831,198	\$8,639,672	\$7,625,862	\$8,117,313	\$7,845,709	\$7,879,679	\$7,913,819	\$7,948,130	\$7,982,612
LESS: OPER & MAINTENANCE COST (1)	\$3,912,546	\$4,156,852	\$3,810,199	\$4,381,079	\$4,459,667	\$4,548,860	\$4,639,838	\$4,732,634	\$4,827,287	\$4,923,833
NET REVENUES	\$3,504,095	\$3,674,346	\$4,829,473	\$3,244,783	\$3,657,646	\$3,296,849	\$3,239,842	\$3,181,185	\$3,120,843	\$3,058,779
SENIOR DEBT SERVICE										
2002 Sewer System Refunding Project	\$730,000	\$729,000	\$731,000	\$725,000						
2011 Sewer Bonds	\$1,050,808	\$1,050,808	\$1,050,808	\$1,050,808	\$525,404					
2018 Refunding Sewer Bonds (3)					\$316,755	\$1,380,635	\$1,535,785	\$1,600,805	\$1,489,996	\$1,487,403
Estimated New Issue Debt Service (4)							\$700,000	\$700,000	\$700,000	\$700,000
TOTAL SENIOR DEBT SERVICE	\$1,780,808	\$1,779,808	\$1,781,808	\$1,775,808	\$842,159	\$1,380,635	\$2,235,785	\$2,300,805	\$2,189,996	\$2,187,403
SENIOR DEBT SERVICE COVERAGE	1.97	2.06	2.71	1.83	4.34	2.39	1.45	1.38	1.43	1.40
REMAINING NET REVENUES	\$1,723,288	\$1,894,539	\$3,047,666	\$1,468,976	\$2,815,487	\$1,916,214	\$1,004,057	\$880,380	\$930,847	\$871,376
SUBORDINATE DEBT SERVICE										
2004 I-Bank Loan	\$297,473	\$296,998	\$296,510	\$296,006	\$295,487	\$294,953	\$294,404	\$293,837	\$293,254	\$292,654
TOTAL SUBORDINATE DEBT SERVICE	\$297,473	\$296,998	\$296,510	\$296,006	\$295,487	\$294,953	\$294,404	\$293,837	\$293,254	\$292,654
SUBORDINATE DEBT SERVICE COVERAGE	5.79	6.38	10.28	4.96	9.53	6.50	3.41	3.00	3.17	2.98
AGGREGATE DEBT SERVICE COVERAGE	1.69	1.77	2.32	1.57	3.22	1.97	1.28	1.23	1.26	1.23

(1) Excludes depreciation, capital expenditures, and debt service.

(2) For FYE 2020 - FYE 2024, operating and maintenance expenses are projected to increase by 2% per year. Charges for services are projected to increase 0.5% per year, while connection fees and other revenues are projected to increase 0%. Investment earnings for FYE 2020 is an average of the past five years and then held flat. Revenue projections do not include the estimated \$360,000 per year in new revenues expected upon the completion of the project.

(3) Debt service is based on the assumption that the City will elect to convert the 2011 Bonds to a tax-exempt basis on 9-1-21. Debt Service coverage requirement is 120 times and parity debt test is 125 times.

(4) Estimated average annual debt service of \$700,000.

Sources and Uses of Funds
City of Porterville
2019 Certificates of Participation

Sources:

Bond Proceeds:

Par Amount	11,235,000.00
Premium	1,939,600.55
	13,174,600.55

Uses:

Project Fund Deposits:

Project Fund	12,800,000.00
--------------	---------------

Delivery Date Expenses:

Cost of Issuance	185,000.00
Underwriter's Discount	75,836.25
Bond Insurance	82,592.63
Surety	27,451.00
	370,879.88

Other Uses of Funds:

Additional Proceeds	3,720.67
	13,174,600.55

Cost of Issuance	
City of Porterville	
2019 Certificates of Participation	
Cost of Issuance	Amount
Other Cost of Issuance	185,000.00
	185,000.00

Bond Summary Statistics
City of Porterville
2019 Certificates of Participation

Dated Date	12/19/2019
Delivery Date	12/19/2019
Last Maturity	9/15/2049
Arbitrage Yield	2.479585%
True Interest Cost (TIC)	3.334155%
Net Interest Cost (NIC)	3.639202%
All-In TIC	3.448413%
Average Coupon	4.537633%
Average Life (years)	18.464
Duration of Issue (years)	12.808
Par Amount	11,235,000.00
Bond Proceeds	13,174,600.55
Total Interest	9,413,157.50
Net Interest	7,549,393.20
Total Debt Service	20,648,157.50
Maximum Annual Debt Service	686,275.00
Average Annual Debt Service	694,315.03
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.750000

Total Underwriter's Discount	6.750000
Bid Price	116.588912

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	5,800,000.00	118.201	4.400%	11.767
Bond Component #2	2,410,000.00	110.432	4.000%	22.816
Bond Component #3	3,025,000.00	120.910	5.000%	27.838
	11,235,000.00			18.464

	TIC	All-In TIC	Arbitrage Yield
	-----	-----	-----
Par Value	11,235,000.00	11,235,000.00	11,235,000.00
+ Accrued Interest			
+ Premium (Discount)	1,939,600.55	1,939,600.55	1,939,600.55
- Underwriter's Discount	-75,836.25	-75,836.25	
- Cost of Issuance Expense		-185,000.00	
- Other Amounts	-110,043.63	-110,043.63	-110,043.63
	-----	-----	-----
Target Value	12,988,720.67	12,803,720.67	13,064,556.92
Target Date	12/19/2019	12/19/2019	12/19/2019
Yield	3.334155%	3.448413%	2.479585%

Bond Debt Service					
City of Porterville					
2019 Certificates of Participation					
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
3/15/2020			121,582.50	121,582.50	121,582.50
9/15/2020	180,000	3.000%	254,475.00	434,475.00	
3/15/2021			251,775.00	251,775.00	686,250.00
9/15/2021	185,000	4.000%	251,775.00	436,775.00	
3/15/2022			248,075.00	248,075.00	684,850.00
9/15/2022	195,000	5.000%	248,075.00	443,075.00	
3/15/2023			243,200.00	243,200.00	686,275.00
9/15/2023	205,000	5.000%	243,200.00	448,200.00	
3/15/2024			238,075.00	238,075.00	686,275.00
9/15/2024	215,000	5.000%	238,075.00	453,075.00	
3/15/2025			232,700.00	232,700.00	685,775.00
9/15/2025	225,000	5.000%	232,700.00	457,700.00	
3/15/2026			227,075.00	227,075.00	684,775.00
9/15/2026	235,000	5.000%	227,075.00	462,075.00	
3/15/2027			221,200.00	221,200.00	683,275.00
9/15/2027	250,000	5.000%	221,200.00	471,200.00	
3/15/2028			214,950.00	214,950.00	686,150.00
9/15/2028	260,000	5.000%	214,950.00	474,950.00	
3/15/2029			208,450.00	208,450.00	683,400.00
9/15/2029	275,000	5.000%	208,450.00	483,450.00	
3/15/2030			201,575.00	201,575.00	685,025.00
9/15/2030	290,000	5.000%	201,575.00	491,575.00	
3/15/2031			194,325.00	194,325.00	685,900.00
9/15/2031	305,000	5.000%	194,325.00	499,325.00	
3/15/2032			186,700.00	186,700.00	686,025.00
9/15/2032	320,000	5.000%	186,700.00	506,700.00	
3/15/2033			178,700.00	178,700.00	685,400.00
9/15/2033	335,000	5.000%	178,700.00	513,700.00	
3/15/2034			170,325.00	170,325.00	684,025.00
9/15/2034	350,000	4.000%	170,325.00	520,325.00	
3/15/2035			163,325.00	163,325.00	683,650.00
9/15/2035	365,000	4.000%	163,325.00	528,325.00	
3/15/2036			156,025.00	156,025.00	684,350.00
9/15/2036	380,000	4.000%	156,025.00	536,025.00	
3/15/2037			148,425.00	148,425.00	684,450.00
9/15/2037	395,000	4.000%	148,425.00	543,425.00	
3/15/2038			140,525.00	140,525.00	683,950.00
9/15/2038	410,000	4.000%	140,525.00	550,525.00	
3/15/2039			132,325.00	132,325.00	682,850.00
9/15/2039	425,000	4.000%	132,325.00	557,325.00	
3/15/2040			123,825.00	123,825.00	681,150.00
9/15/2040	445,000	4.000%	123,825.00	568,825.00	
3/15/2041			114,925.00	114,925.00	683,750.00
9/15/2041	465,000	4.000%	114,925.00	579,925.00	
3/15/2042			105,625.00	105,625.00	685,550.00
9/15/2042	480,000	4.000%	105,625.00	585,625.00	
3/15/2043			96,025.00	96,025.00	681,650.00
9/15/2043	500,000	4.000%	96,025.00	596,025.00	
3/15/2044			86,025.00	86,025.00	682,050.00
9/15/2044	520,000	4.000%	86,025.00	606,025.00	

Bond Debt Service
City of Porterville
2019 Certificates of Participation

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
3/15/2045			75,625.00	75,625.00	681,650.00
9/15/2045	545,000	5.000%	75,625.00	620,625.00	
3/15/2046			62,000.00	62,000.00	682,625.00
9/15/2046	575,000	5.000%	62,000.00	637,000.00	
3/15/2047			47,625.00	47,625.00	684,625.00
9/15/2047	605,000	5.000%	47,625.00	652,625.00	
3/15/2048			32,500.00	32,500.00	685,125.00
9/15/2048	635,000	5.000%	32,500.00	667,500.00	
3/15/2049			16,625.00	16,625.00	684,125.00
9/15/2049	665,000	5.000%	16,625.00	681,625.00	
3/15/2050					681,625.00
	11,235,000		9,413,157.50	20,648,157.50	20,648,157.50

Bond Pricing
City of Porterville
2019 Certificates of Participation

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (- Discount)
Bond Component:									
	9/15/2020	180,000	3.000%	1.240%	101.289				2,320.20
	9/15/2021	185,000	4.000%	1.230%	104.749				8,785.65
	9/15/2022	195,000	5.000%	1.240%	110.092				19,679.40
	9/15/2023	205,000	5.000%	1.260%	113.615				27,910.75
	9/15/2024	215,000	5.000%	1.290%	116.999				36,547.85
	9/15/2025	225,000	5.000%	1.350%	120.088				45,198.00
	9/15/2026	235,000	5.000%	1.430%	122.855				53,709.25
	9/15/2027	250,000	5.000%	1.510%	125.397				63,492.50
	9/15/2028	260,000	5.000%	1.580%	127.810				72,306.00
	9/15/2029	275,000	5.000%	1.710%	129.397				80,841.75
	9/15/2030	290,000	5.000%	1.850%	127.951 C	2.082%	9/15/2029	100.000	81,057.90
	9/15/2031	305,000	5.000%	1.920%	127.236 C	2.334%	9/15/2029	100.000	83,069.80
	9/15/2032	320,000	5.000%	2.010%	126.323 C	2.564%	9/15/2029	100.000	84,233.60
	9/15/2033	335,000	5.000%	2.100%	125.418 C	2.764%	9/15/2029	100.000	85,150.30
	9/15/2034	350,000	4.000%	2.290%	114.848 C	2.766%	9/15/2029	100.000	51,968.00
	9/15/2035	365,000	4.000%	2.350%	114.285 C	2.866%	9/15/2029	100.000	52,140.25
	9/15/2036	380,000	4.000%	2.420%	113.632 C	2.961%	9/15/2029	100.000	51,801.60
	9/15/2037	395,000	4.000%	2.490%	112.984 C	3.047%	9/15/2029	100.000	51,286.80
	9/15/2038	410,000	4.000%	2.530%	112.615 C	3.107%	9/15/2029	100.000	51,721.50
	9/15/2039	425,000	4.000%	2.560%	112.339 C	3.155%	9/15/2029	100.000	52,440.75
		5,800,000							1,055,661.85
Bond Component #2:									
	9/15/2044	2,410,000	4.000%	2.770%	110.432 C	3.374%	9/15/2029	100.000	251,411.20
Bond Component #3:									
	9/15/2049	3,025,000	5.000%	2.560%	120.910 C	3.817%	9/15/2029	100.000	632,527.50
		11,235,000							1,939,600.55

Dated Date	12/19/2019	
Delivery Date	12/19/2019	
First Coupon	3/15/2020	
Par Amount	11,235,000.00	
Premium	1,939,600.55	

Production	13,174,600.55	117.263912%
Underwriter's Discount	-75,836.25	-0.675000%

Purchase Price	13,098,764.30	116.588912%
Accrued Interest		

Net Proceeds	13,098,764.30	

Bond Solution
City of Porterville
2019 Certificates of Participation

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service
3/15/2020		121,583	121,583
3/15/2021	180,000	686,250	686,250
3/15/2022	185,000	684,850	684,850
3/15/2023	195,000	686,275	686,275
3/15/2024	205,000	686,275	686,275
3/15/2025	215,000	685,775	685,775
3/15/2026	225,000	684,775	684,775
3/15/2027	235,000	683,275	683,275
3/15/2028	250,000	686,150	686,150
3/15/2029	260,000	683,400	683,400
3/15/2030	275,000	685,025	685,025
3/15/2031	290,000	685,900	685,900
3/15/2032	305,000	686,025	686,025
3/15/2033	320,000	685,400	685,400
3/15/2034	335,000	684,025	684,025
3/15/2035	350,000	683,650	683,650
3/15/2036	365,000	684,350	684,350
3/15/2037	380,000	684,450	684,450
3/15/2038	395,000	683,950	683,950
3/15/2039	410,000	682,850	682,850
3/15/2040	425,000	681,150	681,150
3/15/2041	445,000	683,750	683,750
3/15/2042	465,000	685,550	685,550
3/15/2043	480,000	681,650	681,650
3/15/2044	500,000	682,050	682,050
3/15/2045	520,000	681,650	681,650
3/15/2046	545,000	682,625	682,625
3/15/2047	575,000	684,625	684,625
3/15/2048	605,000	685,125	685,125
3/15/2049	635,000	684,125	684,125
3/15/2050	665,000	681,625	681,625
	11,235,000	20,648,158	20,648,158

SEWER FOR ANNEXATION AREAS and INFILL WITHIN CITY LIMITS

9/30/19

SEWER CONSTRUCTION

City of Porterville, Engineer's Estimate

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	AVG. COST PER LOT	
Annexation Area 474							
1	Total Lineal Footage	6750	LF	\$ 75.00	\$ 506,250.00	\$ 8,883.96	
2	Number of Lots	159	EA	\$ 5,700.00	\$ 906,300.00	Running Subtotal	
SUBTOTAL					\$ 1,412,550.00	including Contingencies	\$ 1,680,934.50
Annexation Area 479							
1	Total Lineal Footage	9250	LF	\$ 75.00	\$ 693,750.00	\$ 9,429.84	
2	Number of Lots	186	EA	\$ 5,700.00	\$ 1,060,200.00	Running Subtotal	
SUBTOTAL					\$ 1,753,950.00	including Contingencies	\$ 3,768,135.00
Annexation Area 471							
1	Total Lineal Footage	1600	LF	\$ 75.00	\$ 120,000.00	\$ 9,450.00	
2	Number of Lots	32	EA	\$ 5,700.00	\$ 182,400.00	Running Subtotal	
SUBTOTAL					\$ 302,400.00	including Contingencies	\$ 4,127,991.00
Annexation Area 457							
1	Total Lineal Footage	6850	LF	\$ 75.00	\$ 513,750.00	\$ 9,981.25	
2	Number of Lots	120	EA	\$ 5,700.00	\$ 684,000.00	Running Subtotal	
SUBTOTAL					\$ 1,197,750.00	including Contingencies	\$ 5,553,313.50
Annexation Area 478 (A+B+C)							
1	Total Lineal Footage	12450	LF	\$ 75.00	\$ 933,750.00	\$ 10,104.48	
2	Number of Lots	212	EA	\$ 5,700.00	\$ 1,208,400.00	Running Subtotal	
SUBTOTAL					\$ 2,142,150.00	including Contingencies	\$ 8,102,472.00
Annexation Area 476							
1	Total Lineal Footage	9200	LF	\$ 75.00	\$ 690,000.00	\$ 11,355.74	
2	Number of Lots	122	EA	\$ 5,700.00	\$ 695,400.00	Running Subtotal	
SUBTOTAL					\$ 1,385,400.00	including Contingencies	\$ 9,751,098.00
Annexation Area 475							
1	Total Lineal Footage	11750	LF	\$ 75.00	\$ 881,250.00	\$ 12,085.87	
2	Number of Lots	138	EA	\$ 5,700.00	\$ 786,600.00	Running Subtotal	
SUBTOTAL					\$ 1,667,850.00	including Contingencies	\$ 11,735,839.50
All Other City Limit Areas Combined							
1	Total Lineal Footage	9100	LF	\$ 75.00	\$ 682,500.00	\$ 12,736.08	
2	Number of Lots	97	EA	\$ 5,700.00	\$ 552,900.00	Running Subtotal	
SUBTOTAL					\$ 1,235,400.00	including Contingencies	\$ 13,205,965.50
Annexation Area 480							
1	Total Lineal Footage	4150	LF	\$ 75.00	\$ 311,250.00	\$ 13,110.71	
2	Number of Lots	42	EA	\$ 5,700.00	\$ 239,400.00	Running Subtotal	
SUBTOTAL					\$ 550,650.00	including Contingencies	\$ 13,861,239.00
Annexation Area 470							
1	Total Lineal Footage	3800	LF	\$ 75.00	\$ 285,000.00	\$ 37,366.67	
2	Number of Lots	9	EA	\$ 5,700.00	\$ 51,300.00	Running Subtotal	
SUBTOTAL					\$ 336,300.00	including Contingencies	\$ 14,261,436.00

74,900 total lineal feet of sewer main pipe
1,117 total lots served with sewer laterals

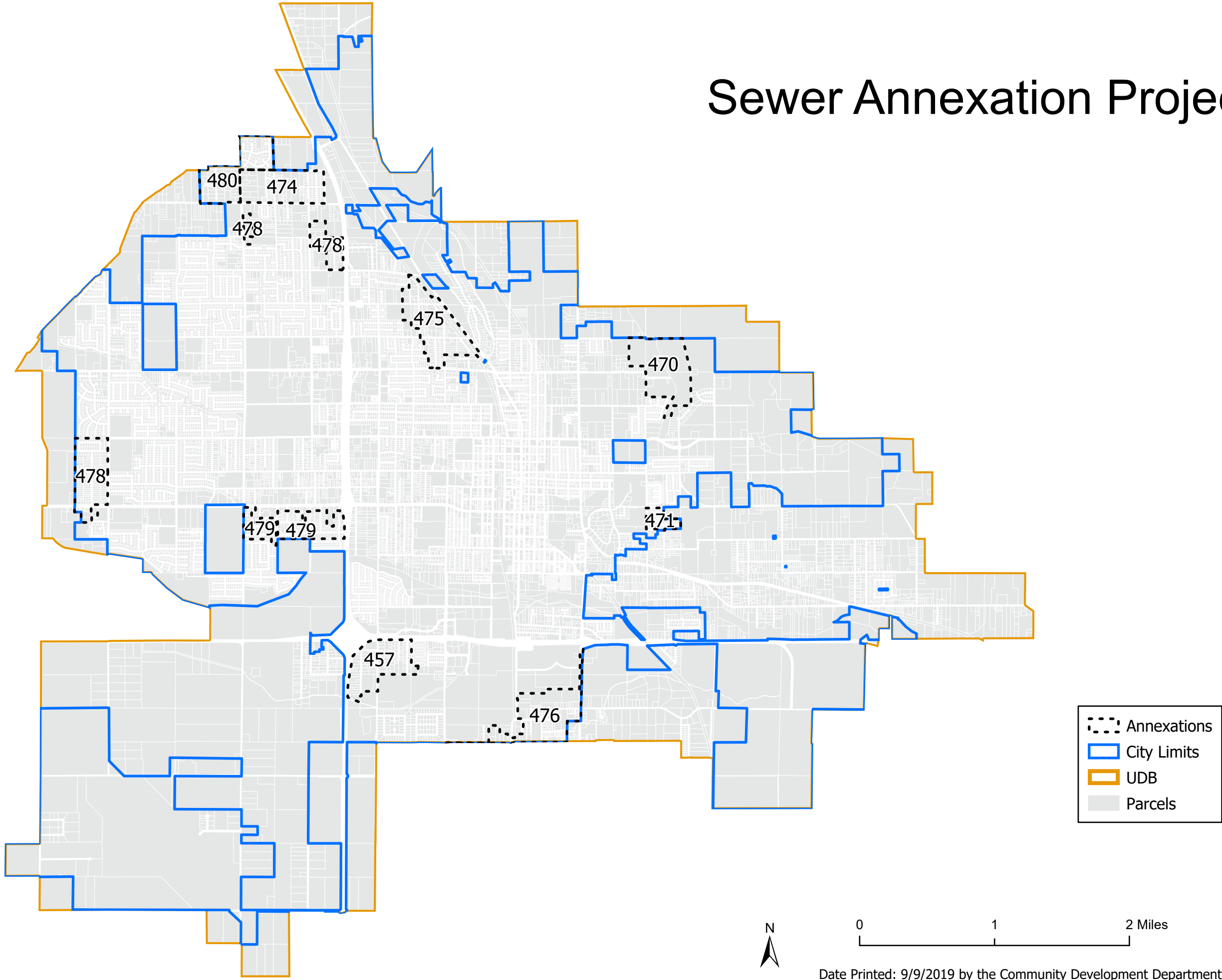
Subtotal of All Areas	\$ 11,984,400.00
9% Construction Engineerir	\$ 1,078,596.00
10% Contingency	\$ 1,198,440.00
Total	\$ 14,261,436.00

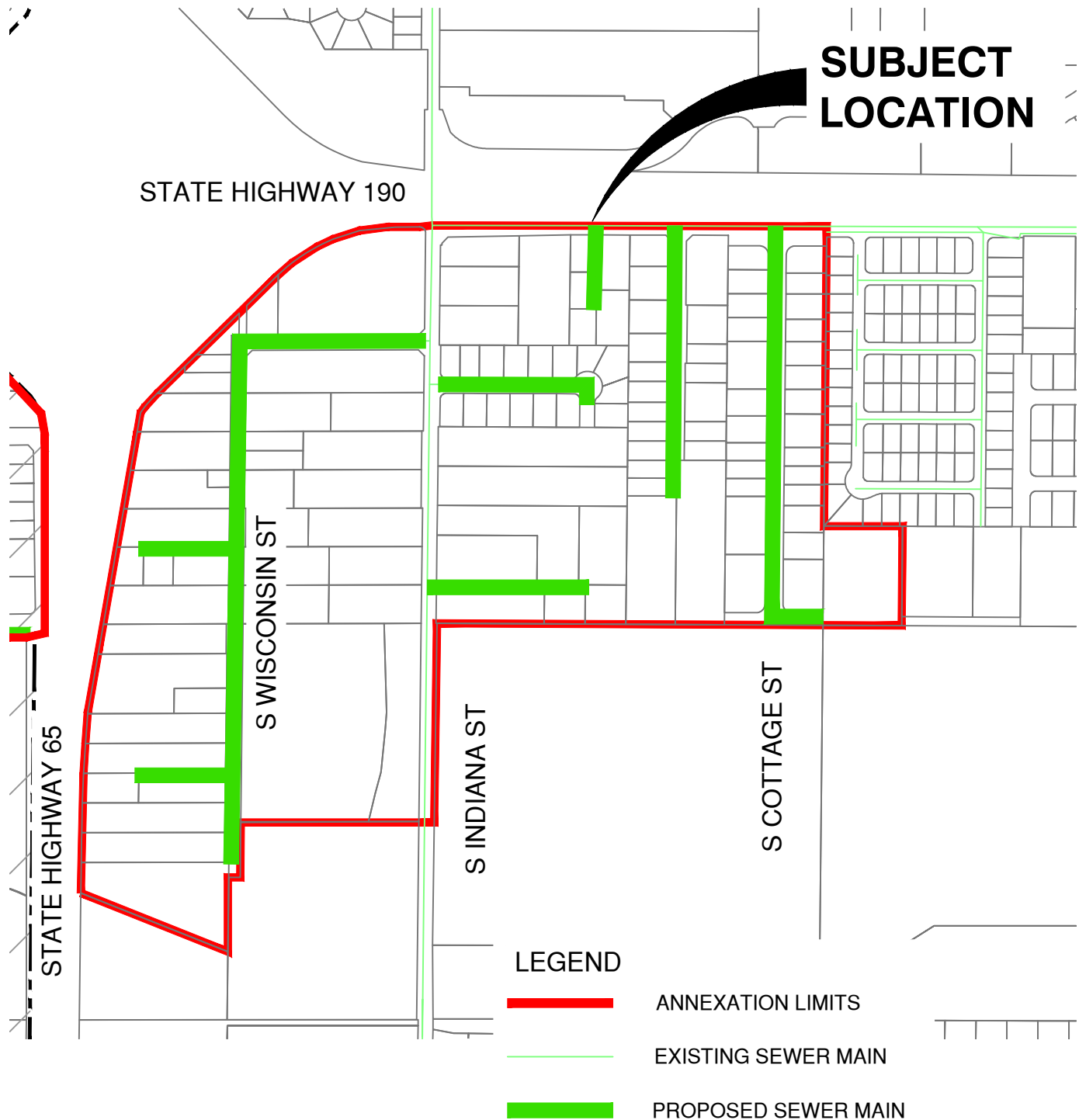
SEWER FOR ANNEXATION AREAS and INFILL WITHIN CITY LIMITS**9/3/19****SEWER CONSTRUCTION**

City of Porterville, Engineer's Estimate

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Annexation Area 457					
1	Total Lineal Footage	6850	LF	\$ 80.00	\$ 548,000.00
2	Number of Lots	120	EA	\$ 6,000.00	\$ 720,000.00
SUBTOTAL					\$ 1,268,000.00
Annexation Area 470					
1	Total Lineal Footage	3800	LF	\$ 80.00	\$ 304,000.00
2	Number of Lots	9	EA	\$ 6,000.00	\$ 54,000.00
SUBTOTAL					\$ 358,000.00
Annexation Area 471					
1	Total Lineal Footage	1600	LF	\$ 80.00	\$ 128,000.00
2	Number of Lots	32	EA	\$ 6,000.00	\$ 192,000.00
SUBTOTAL					\$ 320,000.00
Annexation Area 474					
1	Total Lineal Footage	6750	LF	\$ 80.00	\$ 540,000.00
2	Number of Lots	159	EA	\$ 6,000.00	\$ 954,000.00
SUBTOTAL					\$ 1,494,000.00
Annexation Area 475					
1	Total Lineal Footage	11750	LF	\$ 80.00	\$ 940,000.00
2	Number of Lots	138	EA	\$ 6,000.00	\$ 828,000.00
SUBTOTAL					\$ 1,768,000.00
Annexation Area 476					
1	Total Lineal Footage	9200	LF	\$ 80.00	\$ 736,000.00
2	Number of Lots	122	EA	\$ 6,000.00	\$ 732,000.00
SUBTOTAL					\$ 1,468,000.00
Annexation Area 478 (A+B+C)					
1	Total Lineal Footage	12450	LF	\$ 80.00	\$ 996,000.00
2	Number of Lots	212	EA	\$ 6,000.00	\$ 1,272,000.00
SUBTOTAL					\$ 2,268,000.00
Annexation Area 479					
1	Total Lineal Footage	9250	LF	\$ 80.00	\$ 740,000.00
2	Number of Lots	186	EA	\$ 6,000.00	\$ 1,116,000.00
SUBTOTAL					\$ 1,856,000.00
Annexation Area 480					
1	Total Lineal Footage	4150	LF	\$ 80.00	\$ 332,000.00
2	Number of Lots	42	EA	\$ 6,000.00	\$ 252,000.00
SUBTOTAL					\$ 584,000.00
All Other City Limit Areas Combined					
1	Total Lineal Footage	9100	LF	\$ 80.00	\$ 728,000.00
2	Number of Lots	97	EA	\$ 6,000.00	\$ 582,000.00
SUBTOTAL					\$ 1,310,000.00
				Subtotal of All Areas	\$ 11,426,000.00
				15% Construction Engineering	\$ 1,713,900.00
				10% Contingency	\$ 1,142,600.00
				Total	\$ 14,282,500.00

Sewer Annexation Project





SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	6,850	\$80/L.F.	\$548,000
NUMBER OF LOTS	120	\$6,000/EA.	\$720,000



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

**SEWER ANNEXATION
NUMBER 457**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET
1
OF
1

**SUBJECT
LOCATION**

PROPOSED EASEMENT

E MULBERRY AVE

SEWER SYSTEM IMPROVEMENT SUMMARY			
BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	3,800	\$80/L.F.	\$304,000
NUMBER OF LOTS	9	\$6,000/EA.	\$54,000

E HENDERSON AVE

LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

E LAUREL AVE

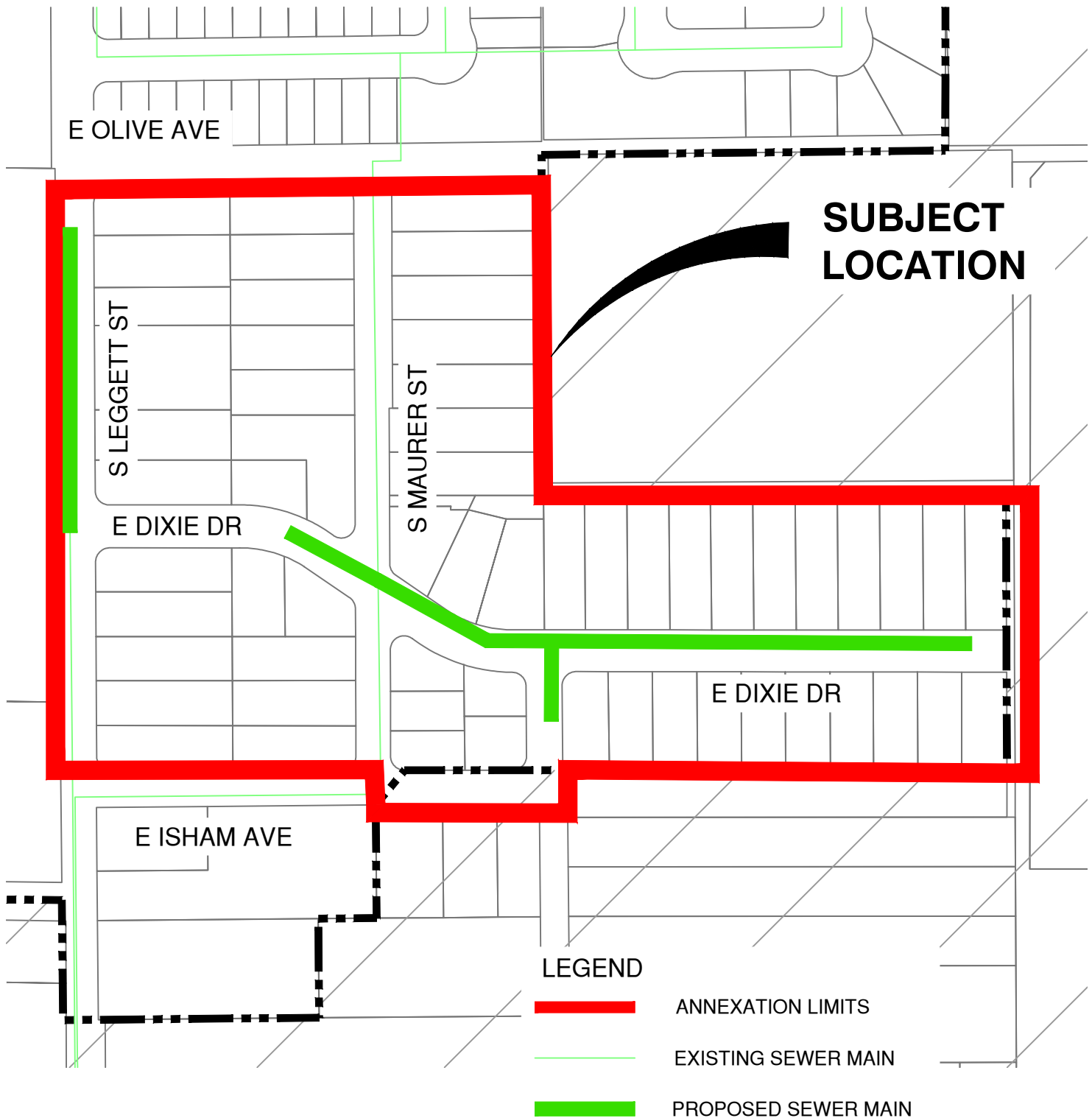
E GRAND AVE

N LEGGETT ST

N CRESTVIEW ST

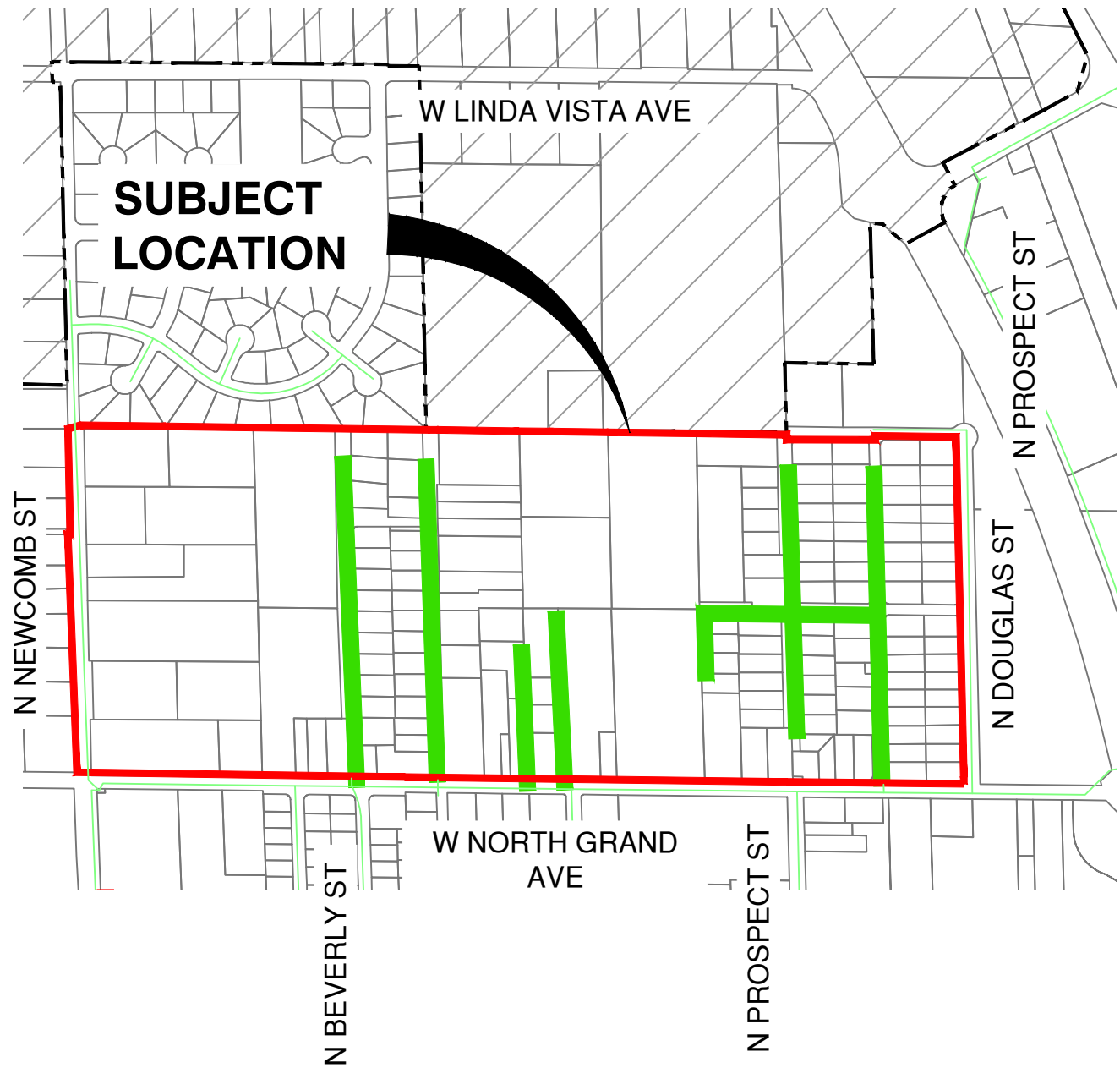
E MORTON AVE





SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	1,600	\$80/L.F.	\$128,000
NUMBER OF LOTS	32	\$6,000/EA.	\$192,000



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	6,750	\$80/L.F.	\$540,000
NUMBER OF LOTS	159	\$6,000/EA.	\$954,000

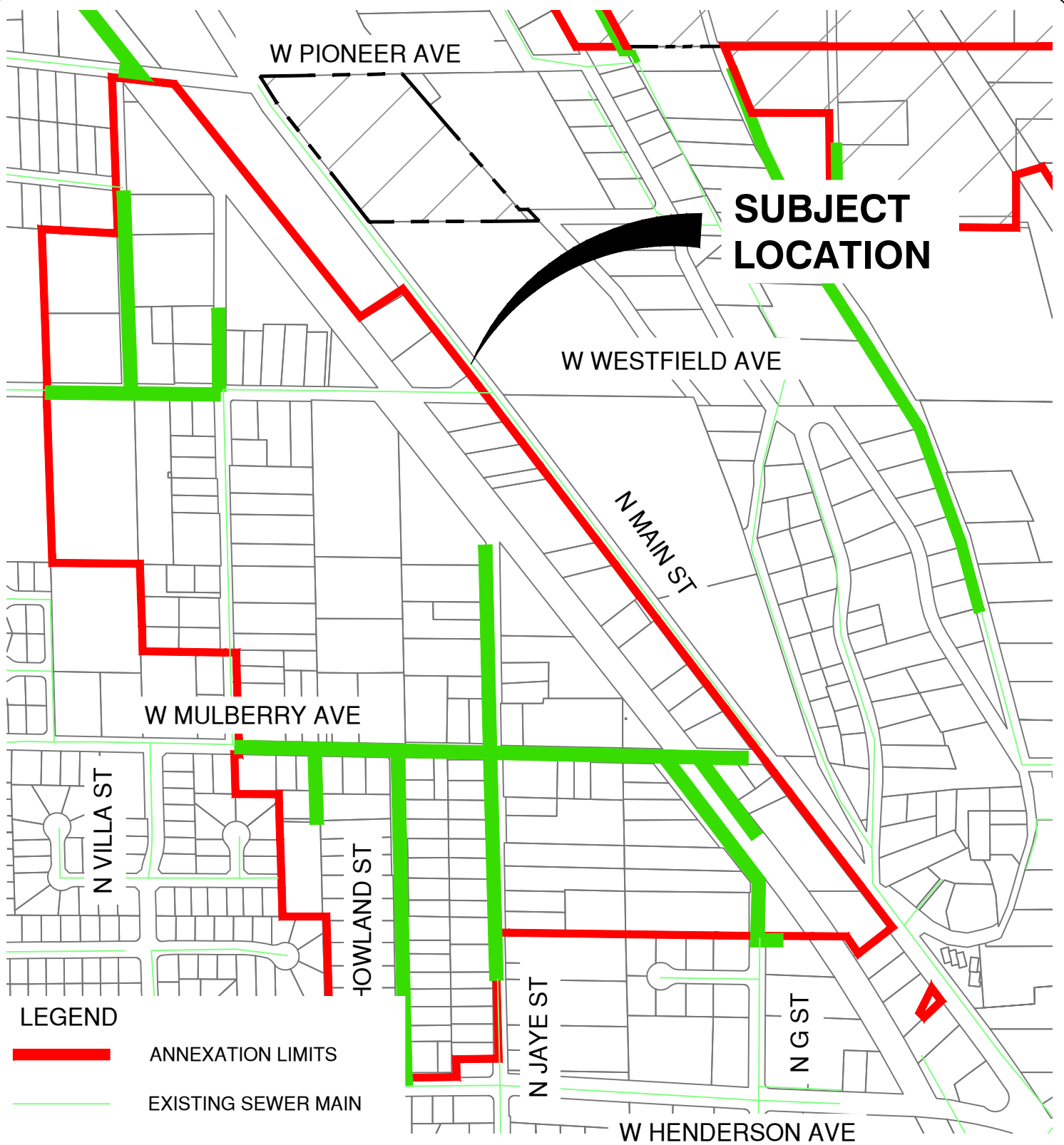


CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 474B**

DRAWN BY	CAL
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SCALE	1" = 600'-0"
DATE	9/3/2019

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SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	11,750	\$80/L.F.	\$940,000
NUMBER OF LOTS	138	\$6,000/EA.	\$828,000

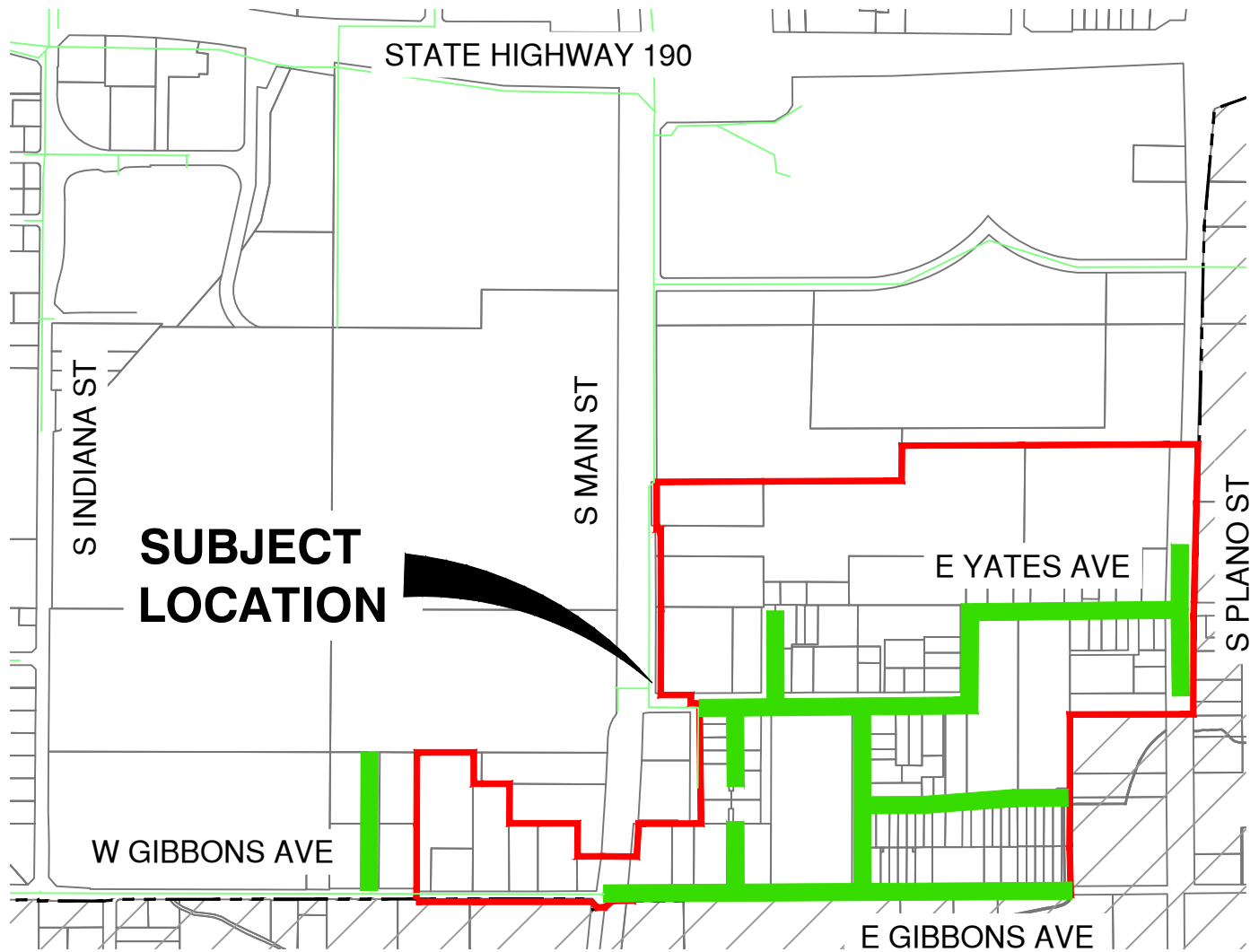


CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA. 93257
 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 475D**

DRAWN BY CAL
CHECKED BY
SCALE 1" = 500'-0"
DATE 9/3/2019

SHEET
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OF
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LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	9,200	\$80/L.F.	\$736,000
NUMBER OF LOTS	122	\$6,000/EA.	\$732,000

CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION
NUMBER 476

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET
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OF
1

SUBJECT LOCATION

W NEWCOMB ST

W NORTH
GRAND AVE

LEGEND

- █ ANNEXATION LIMITS
- EXISTING SEWER MAIN
- █ PROPOSED SEWER MAIN

W CASTLE AVE

W MEDIAN AVE



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	----	\$80/L.F.	---
NUMBER OF LOTS	6	\$6,000/EA.	\$36,000

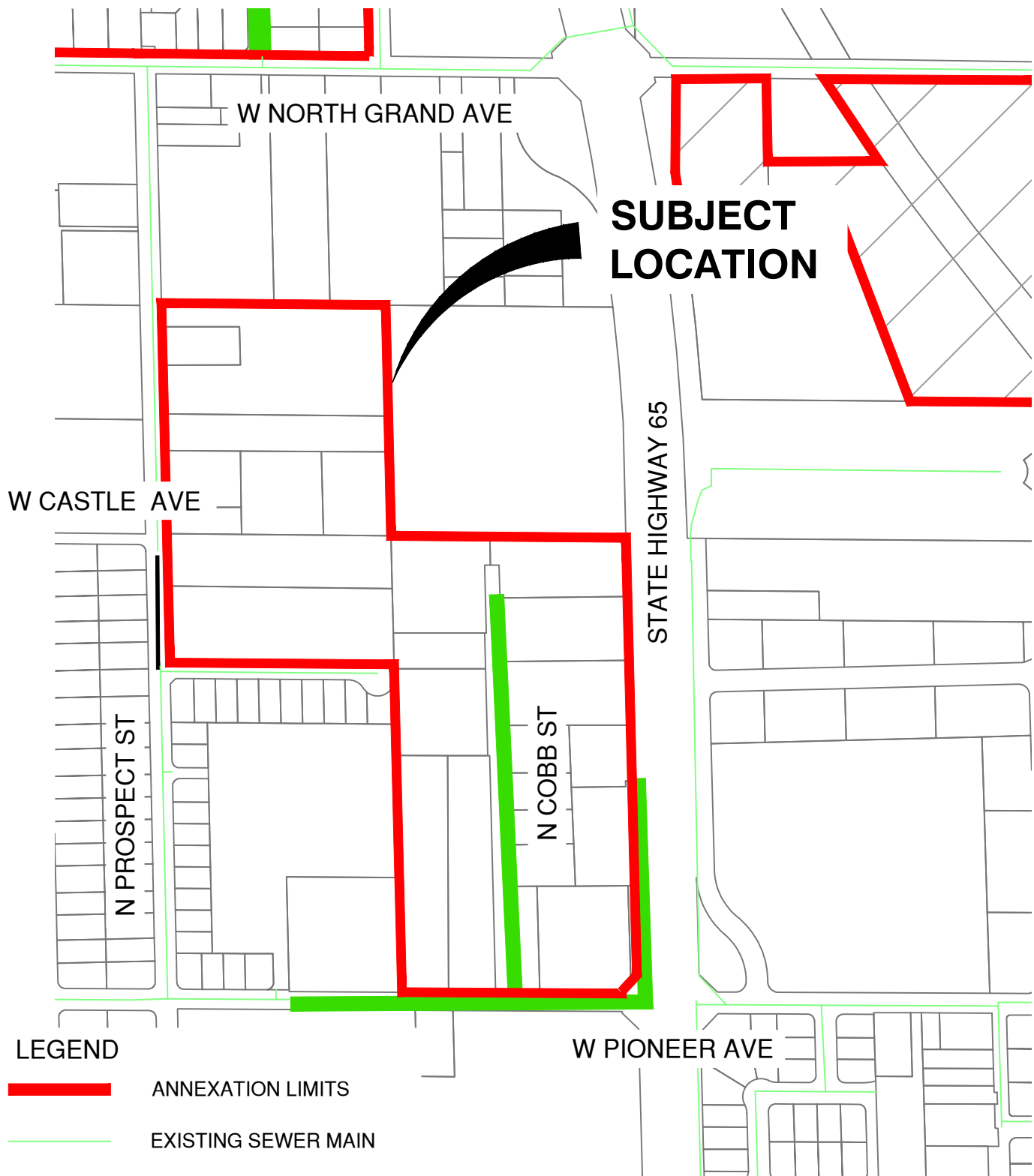
CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION
NUMBER 478A

DRAWN BY	CAL
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SCALE	1" = 200'-0"
DATE	9/3/2019

SHEET
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OF
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LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	2,750	\$80/L.F.	\$220,000
NUMBER OF LOTS	25	\$6,000/EA.	\$150,000

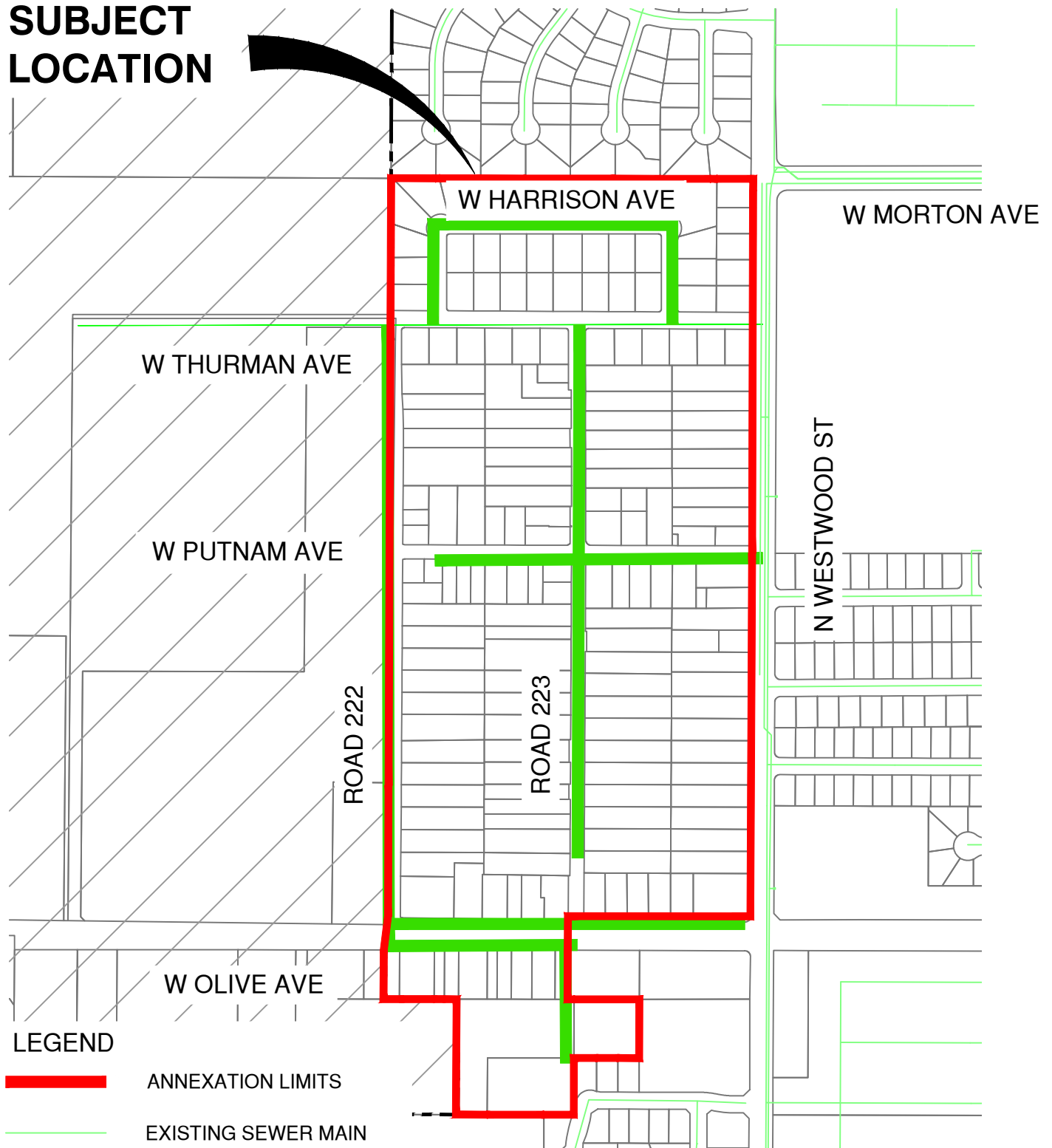
CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 478B**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 400'-0"
DATE	9/3/2019

SHEET
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 OF
 1

SUBJECT LOCATION



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	9,700	\$80/L.F.	\$776,000
NUMBER OF LOTS	181	\$6,000/EA.	\$1,086,000

CITY OF PORTERVILLE
ENGINEERING DIVISION

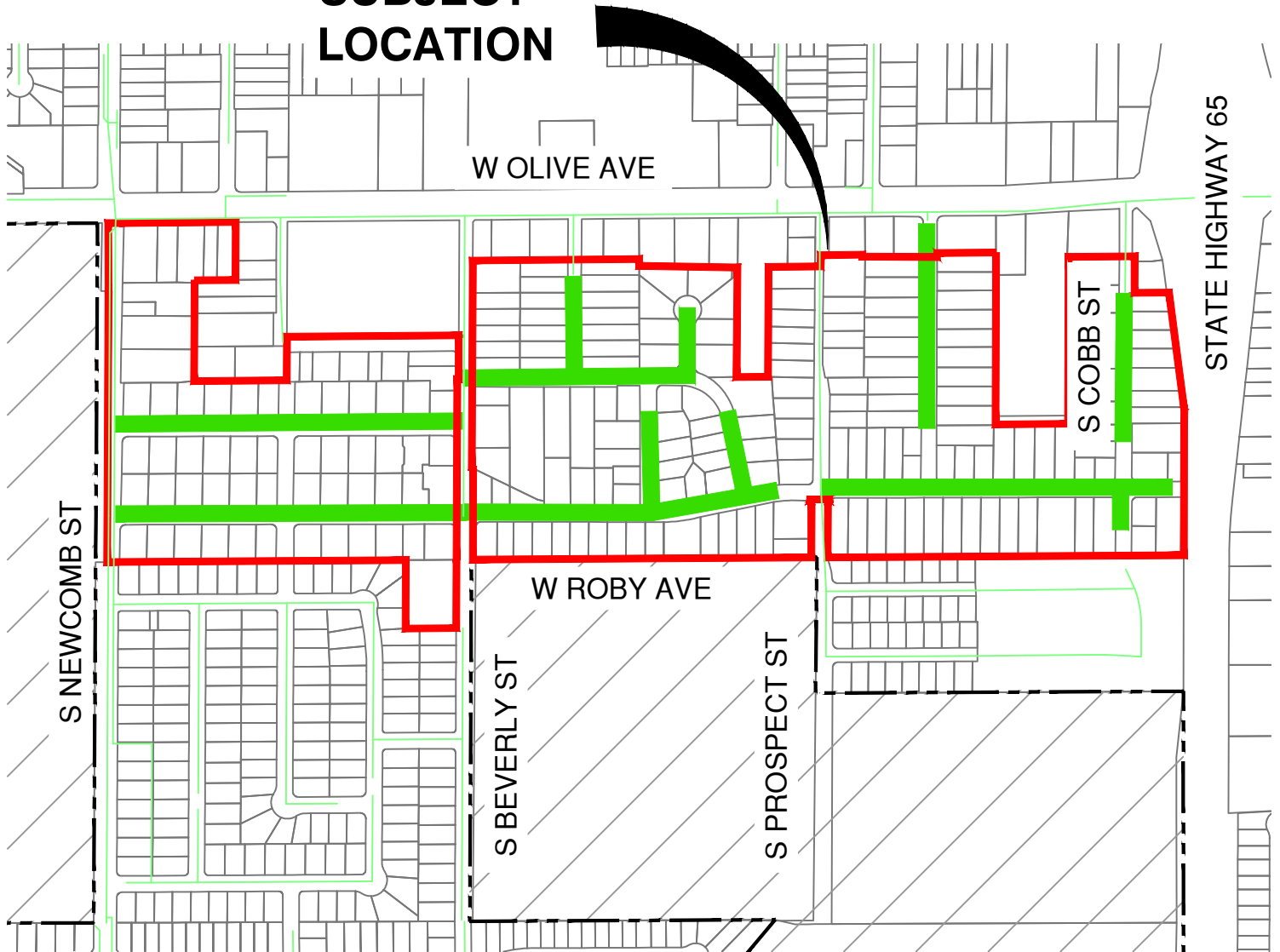
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION
NUMBER 478C

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET
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OF
1

SUBJECT LOCATION



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	9,250	\$80/L.F.	\$740,000
NUMBER OF LOTS	186	\$6,000/EA.	\$1,116,000

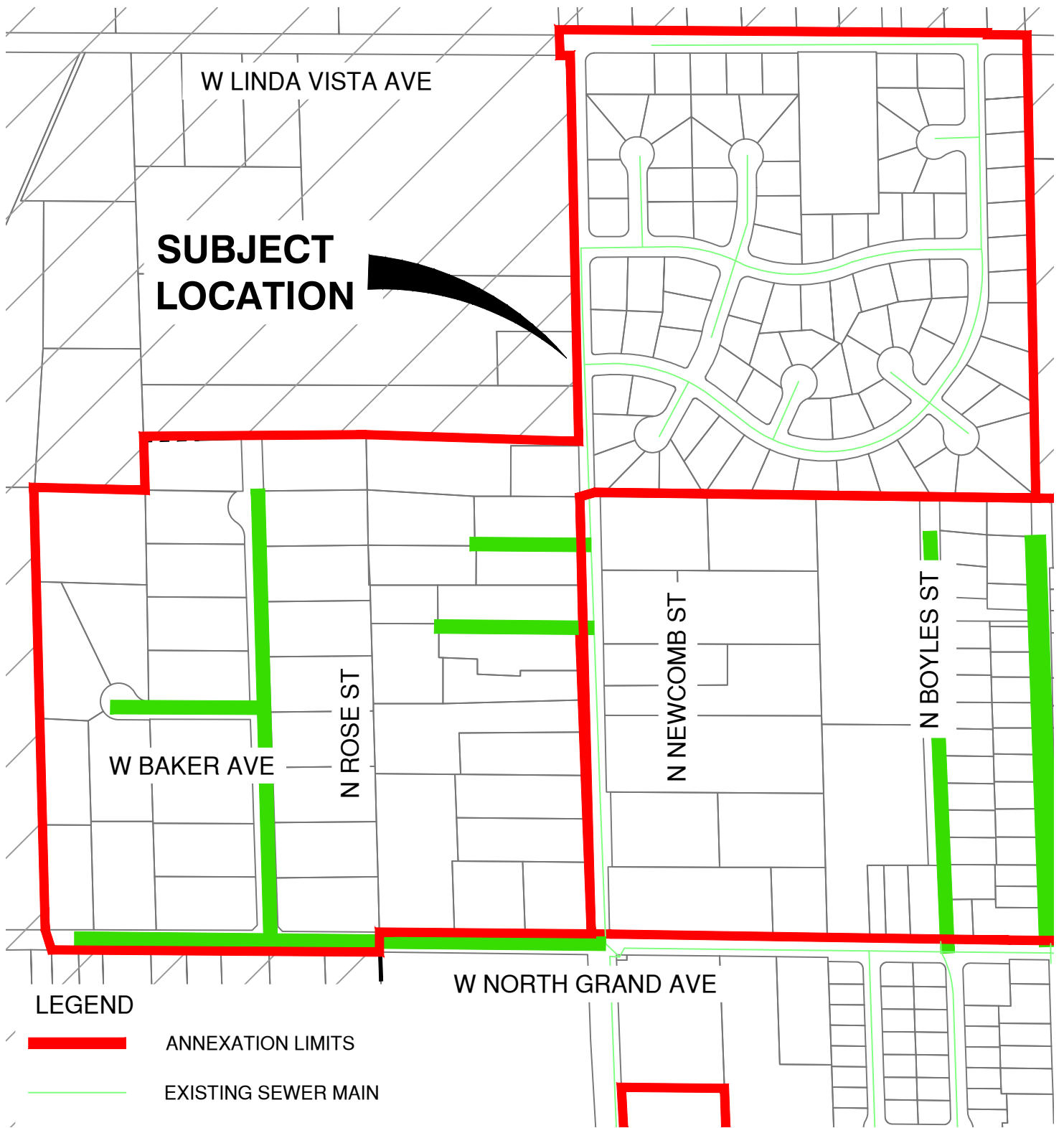


CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 479A**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 600'-0"
DATE	9/3/2019

SHEET
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 OF
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LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	4,150	\$80/L.F.	\$332,000
NUMBER OF LOTS	42	\$6,000/EA.	\$252,000

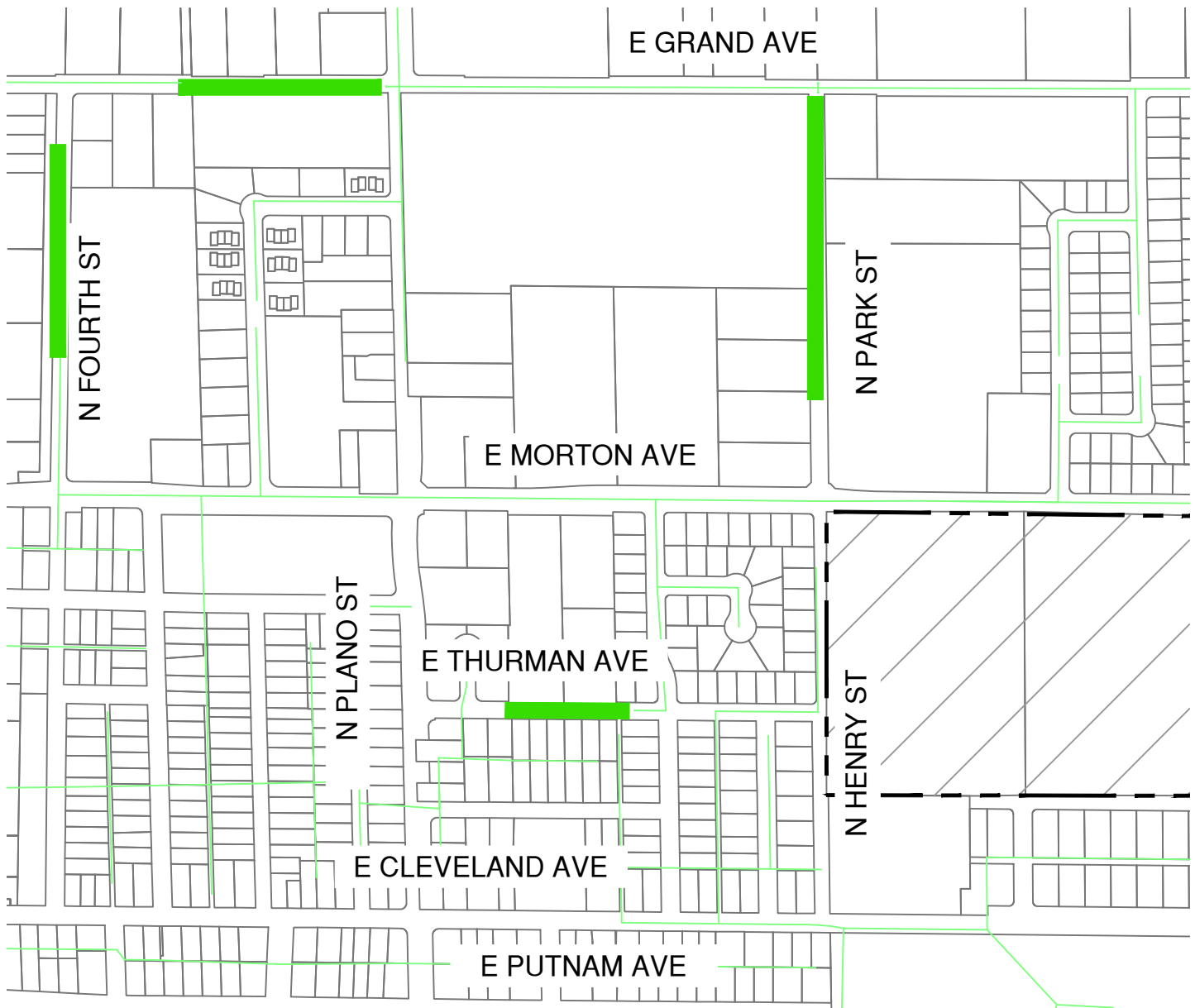
CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION
NUMBER 480

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 400'-0"
DATE	9/3/2019

SHEET
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OF
1



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	2,700	\$80/L.F.	\$216,000
NUMBER OF LOTS	25	\$6,000/EA.	\$150,000



CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

SEWER ANNEXATION AREA 1

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET
 1
 OF
 1



LEGEND



ANNEXATION LIMITS



EXISTING SEWER MAIN



PROPOSED SEWER MAIN

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	1,250	\$80/L.F.	\$100,000
NUMBER OF LOTS	14	\$6,000/EA.	\$84,000



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION AREA 2

DRAWN BY CAL

CHECKED BY

SCALE

DATE

1" = 500'-0"

9/3/2019

SHEET

1

OF

1

SUBJECT LOCATION

W WESTFIELD AVE

N HIGHLAND DR

N MAIN ST

W MULBERRY AVE

N SCENIC DR

LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	2,200	\$80/L.F.	\$176,000
NUMBER OF LOTS	22	\$6,000/EA.	\$132,000

CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION AREA 3

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	9/3/2019

SHEET	1
OF	1

W PIONEER AVE

**SUBJECT
LOCATION**

N MILO ST

W LA VIDA AVE

W WESTFIELD AVE

LEGEND



ANNEXATION LIMITS



EXISTING SEWER MAIN



PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	200	\$80/L.F.	\$16,000
NUMBER OF LOTS	6	\$6,000/EA.	\$36,000

CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

**SEWER ANNEXATION
AREA 4**

DRAWN BY CAL

CHECKED BY

SCALE

DATE

1" = 200'-0"

9/3/2019

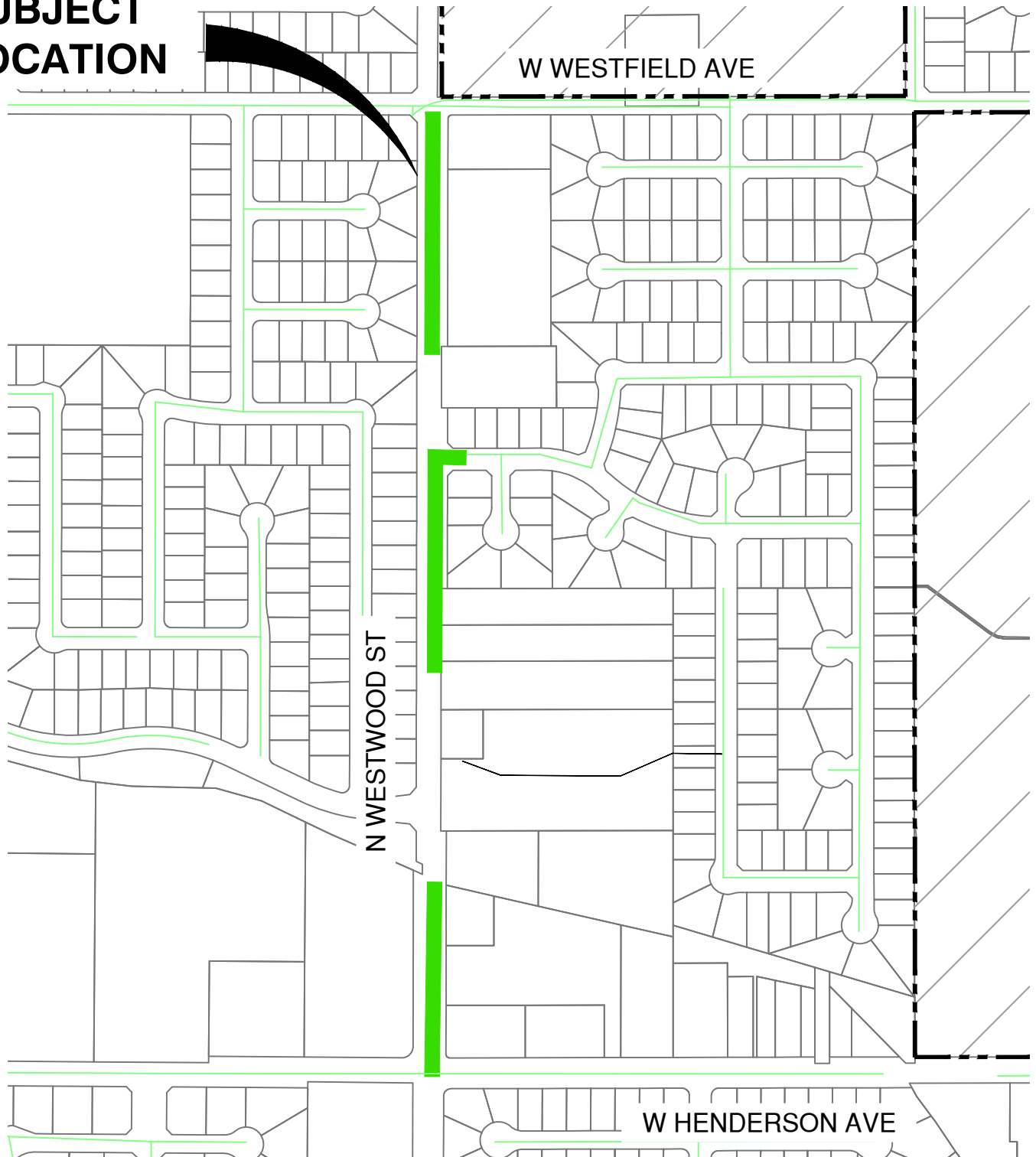
SHEET

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OF

1

SUBJECT LOCATION



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	1,900	\$80/L.F.	\$152,000
NUMBER OF LOTS	8	\$6,000/EA.	\$48,000



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

**SEWER ANNEXATION
AREA 5**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 400'-0"
DATE	9/3/2019

SHEET	1
OF	1



SEWER SYSTEM IMPROVEMENT SUMMARY			
BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	850	\$80/L.F.	\$68,000
NUMBER OF LOTS	22	\$6,000/EA.	\$132,000

CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA. 93257
 (559) 782-7462

**SEWER ANNEXATION
 AREA 6**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 200'-0"
DATE	9/3/2019

SHEET
1
OF
1

City of Porterville

Certificates of Participation (2019 Sewer System Financing)

November 5, 2019



2019 Certificates of Participation

- 2018 Private Placement Sewer Financing with Banner Bank includes a Parity Debt coverage requirement of 1.25x
- Our proposed structure allows the City to finance a new project with approximately \$12 million in parity debt which meets the 1.25x coverage requirement

City of Porterville 2019 Certificates of Participation	
Sources & Uses	
	2019 COP
Sources	
Par Amount	11,235,000
Premium	1,939,601
Total Sources	13,174,601
Uses	
Project Fund	12,800,000
Insurance	82,593
Surety	27,451
Underwriter's Discount	75,836
Cost of Issuance	188,721
	374,601
Total Uses	13,174,601
Dated Date	12/19/2019
Delivery Date	12/19/2019

*All figures are preliminary, estimated, and subject to change
Numbers were run on October 23, 2019 at current market
rates by the Underwriter, Brandis Tallman*

City of Porterville
2019 Certificates of Participation

Estimated Cost of Issuance

<u>Service</u>	<u>Fee</u>	<u>% of Issuance Fee</u>
Bond Counsel	55,000	18.41%
Municipal Advisor	55,000	18.41%
Disclosure Counsel	30,000	10.04%
Trustee	5,000	1.67%
Rating	25,000	8.37%
Insurance	82,593	27.64%
Surety	27,451	9.19%
Miscellaneous	15,000	5.02%
Additional Proceeds (rounding)	<u>3,720</u>	<u>1.25%</u>
Total	298,764	100.00%

All figures are preliminary, estimated, and subject to change

Section 5852.1 Disclosures*

True Interest Cost:	3.33%
Cost of Issuance:	\$ 298,764
Underwriter's Discount:	<u>\$ 75,836</u>
Total Financing Charge:	\$ 374,601
Net Proceeds:	\$ 12,800,000
Sum of Payments:	\$ 20,648,158

*Section 5852.1 disclosures are good faith estimates regarding the 2019 Certificates of Participation

City of Porterville					
2019 Certificates of Participation					
Estimated New Bonds Debt Service					
Period Ending	2019 COP				
	Principal	Rate	Yield	Interest	Debt Service
9/15/2020	180,000	3.00%	1.24%	376,058	556,058
9/15/2021	185,000	4.00%	1.23%	503,550	688,550
9/15/2022	195,000	5.00%	1.24%	496,150	691,150
9/15/2023	205,000	5.00%	1.26%	486,400	691,400
9/15/2024	215,000	5.00%	1.29%	476,150	691,150
9/15/2025	225,000	5.00%	1.35%	465,400	690,400
9/15/2026	235,000	5.00%	1.43%	454,150	689,150
9/15/2027	250,000	5.00%	1.51%	442,400	692,400
9/15/2028	260,000	5.00%	1.58%	429,900	689,900
9/15/2029	275,000	5.00%	1.71%	416,900	691,900
9/15/2030	290,000	5.00%	1.85%	403,150	693,150
9/15/2031	305,000	5.00%	1.92%	388,650	693,650
9/15/2032	320,000	5.00%	2.01%	373,400	693,400
9/15/2033	335,000	5.00%	2.10%	357,400	692,400
9/15/2034	350,000	4.00%	2.29%	340,650	690,650
9/15/2035	365,000	4.00%	2.35%	326,650	691,650
9/15/2036	380,000	4.00%	2.42%	312,050	692,050
9/15/2037	395,000	4.00%	2.49%	296,850	691,850
9/15/2038	410,000	4.00%	2.53%	281,050	691,050
9/15/2039	425,000	4.00%	2.56%	264,650	689,650
9/15/2040	445,000	4.00%	2.77%	247,650	692,650
9/15/2041	465,000	4.00%	2.77%	229,850	694,850
9/15/2042	480,000	4.00%	2.77%	211,250	691,250
9/15/2043	500,000	4.00%	2.77%	192,050	692,050
9/15/2044	520,000	4.00%	2.77%	172,050	692,050
9/15/2045	545,000	5.00%	2.56%	151,250	696,250
9/15/2046	575,000	5.00%	2.56%	124,000	699,000
9/15/2047	605,000	5.00%	2.56%	95,250	700,250
9/15/2048	635,000	5.00%	2.56%	65,000	700,000
9/15/2049	665,000	5.00%	2.56%	33,250	698,250
Total:	11,235,000			9,413,158	20,648,158

*All figures are preliminary, estimated, and subject to change
Numbers were run on October 23, 2019 at current market rates by the Underwriter,
Brandis Tallman*

CITY OF PORTERVILLE

Revenues, Expenses and Debt Service Coverage Calculations

Description	Audited FYE 2015	Audited FYE 2016	Audited FYE 2017	Audited FYE 2018	Unaudited FYE 2019	Projected (2) FYE 2020	Projected (2) FYE 2021	Projected (2) FYE 2022	Projected (2) FYE 2023	Projected (2) FYE 2024
GROSS REVENUES:										
Charges for Services	\$6,555,426	\$6,606,452	\$7,022,901	\$6,773,939	\$6,760,179	\$6,793,980	\$6,827,950	\$6,862,090	\$6,896,400	\$6,930,882
Connection Fees	\$328,875	\$630,011	\$1,136,381	\$302,736	\$404,147	\$404,147	\$404,147	\$404,147	\$404,147	\$404,147
Other Revenues	\$369,037	\$337,333	\$367,363	\$435,081	\$409,272	\$409,272	\$409,272	\$409,272	\$409,272	\$409,272
Investment Earnings	\$163,303	\$257,402	\$113,027	\$114,106	\$543,715	\$238,311	\$238,311	\$238,311	\$238,311	\$238,311
TOTAL GROSS REVENUES	\$7,416,641	\$7,831,198	\$8,639,672	\$7,625,862	\$8,117,313	\$7,845,709	\$7,879,679	\$7,913,819	\$7,948,130	\$7,982,612
LESS: OPER & MAINTENANCE COST (1)	\$3,912,546	\$4,156,852	\$3,810,199	\$4,381,079	\$4,459,667	\$4,548,860	\$4,639,838	\$4,732,634	\$4,827,287	\$4,923,833
NET REVENUES	\$3,504,095	\$3,674,346	\$4,829,473	\$3,244,783	\$3,657,646	\$3,296,849	\$3,239,842	\$3,181,185	\$3,120,843	\$3,058,779
SENIOR DEBT SERVICE										
2002 Sewer System Refunding Project	\$730,000	\$729,000	\$731,000	\$725,000						
2011 Sewer Bonds	\$1,050,808	\$1,050,808	\$1,050,808	\$1,050,808	\$525,404					
2018 Refunding Sewer Bonds (3)					\$316,755	\$1,380,635	\$1,535,785	\$1,600,805	\$1,489,996	\$1,487,403
Estimated New Issue Debt Service (4)							\$700,000	\$700,000	\$700,000	\$700,000
TOTAL SENIOR DEBT SERVICE	\$1,780,808	\$1,779,808	\$1,781,808	\$1,775,808	\$842,159	\$1,380,635	\$2,235,785	\$2,300,805	\$2,189,996	\$2,187,403
SENIOR DEBT SERVICE COVERAGE	1.97	2.06	2.71	1.83	4.34	2.39	1.45	1.38	1.43	1.40
REMAINING NET REVENUES	\$1,723,288	\$1,894,539	\$3,047,666	\$1,468,976	\$2,815,487	\$1,916,214	\$1,004,057	\$880,380	\$930,847	\$871,376
SUBORDINATE DEBT SERVICE										
2004 I-Bank Loan	\$297,473	\$296,998	\$296,510	\$296,006	\$295,487	\$294,953	\$294,404	\$293,837	\$293,254	\$292,654
TOTAL SUBORDINATE DEBT SERVICE	\$297,473	\$296,998	\$296,510	\$296,006	\$295,487	\$294,953	\$294,404	\$293,837	\$293,254	\$292,654
SUBORDINATE DEBT SERVICE COVERAGE	5.79	6.38	10.28	4.96	9.53	6.50	3.41	3.00	3.17	2.98
AGGREGATE DEBT SERVICE COVERAGE	1.69	1.77	2.32	1.57	3.22	1.97	1.28	1.23	1.26	1.23

(1) Excludes depreciation, capital expenditures, and debt service.

(2) For FYE 2020 - FYE 2024, operating and maintenance expenses are projected to increase by 2% per year. Charges for services are projected to increase 0.5% per year, while connection fees and other revenues are projected to increase 0%. Investment earnings for FYE 2020 is an average of the past five years and then held flat. Revenue projections do not include the estimated \$360,000 per year in new revenues expected upon the completion of the project.

(3) Debt service is based on the assumption that the City will elect to convert the 2011 Bonds to a tax-exempt basis on 9-1-21. Debt Service coverage requirement is 120 times and parity debt test is 125 times.

(4) Estimated average annual debt service of \$700,000.

Source: Porterville Preliminary Official Statement, pages 30-31